Rare section

EAST INDIA.

RETURN to an Order of the Honourable the House of Commons, dated 24 February 1853;—*for*,

COPIES "of all DESPATCHES, MINUTES, or other DOCUMENTS (not already laid before Parliament) relating to the attempts of *Dhackjee Dadajee* to Bribe the Bombay Government and its Servants:"

"Of all other REPORTS, LETTERS, or PAPERS received subsequently to the Year 1840, on the subject of the alleged Corruption of Officers in the Political, Revenue, or Judicial Departments under the Bombay Government, and not already laid before Parliament:"

"Of all REPORTS or REPLIES (not already laid before Parliament) returned by Political, Revenue, or Judicial Officers of the Bombay Government, to the Circular Letters on the subject of Khutput (illicit influence), addressed to them by the said Government in May 1850; with the Dates on which they were received by the Bombay Government, the Indian Government, the Court of Directors, and the Board of Control respectively:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the said Circular Letters, or the said Reports or Replies, on the belief of the Natives in the corruptibility of the Bombay Government or its subordinate Officers, or the means of eradicating the same:"

"Of all CORRESPONDENCE and PAPERS (not already laid before Parliament) on the subject of the Conduct of the Bombay Government in 'arresting *in limine*' some of Colonel *Outram's* most important Investigations of Official Corruption, as described in the Political Letter of the Court of Directors of the 23d day of June 1852 (Parliamentary Paper, No. 560, of Session 1852, page 17), or on the subject of the Charges against Colonel *Outram*, contained in Minutes of the Bombay Government or its members, of labouring under 'Monomania' (Parliamentary Paper, No. 560, of Session 1852, page 1285), and of being actuated by 'rancorous personal feelings' (Parliamentary Paper, No. 560, of Session 1852, page 913), in his conduct of certain of those Inquiries which the Court of Directors afterwards declare to have been conducted with a 'zeal, energy, ability, and success' entitling him to credit (Parliamentary Paper, No. 560, of Session 1852, page 27):"

"Of all DOCUMENTS on the RECORDS of the INDIA HOUSE, showing, or tending to show, the views of individual Directors in reference to Colonel *Outram's* Removal from Office, or in reference to the treatment he received from the Bombay Government, or in reference to the probable consequences of his Removal, or in reference to the measures by which these consequences might be best averted:"

"Of all DOCUMENTS tending to show what Measures have been taken by the Bombay Government, or ordered by the Court of Directors, for the purpose of eradicating the belief in the corruptibility of high Officials, which has been declared to exist at Baroda, by Colonel *Outram*, and also by Mr. *W. E. Frere*, the Commissioner despatched by Lord *Falkland's* Government to report on certain allegations made by Colonel *Outram*, and who furnished a Report dated the 22d day of October 1851 (Parliamentary Paper, No. 560, of Session 1852, page 1013), and by other Public Servants:"

"And, of all DOCUMENTS tending to show if any or what Measures have been taken to effect the removal of, or convey censure to, the Minister and other members of the Guicowar's Durbar, pronounced Guilty by the Bombay Government of having laboured to thwart Colonel *Outram's* legitimate and official Inquiries, and to interpose difficulties in the way of his doing justice to oppressed individuals entitled by guarantee to British Protection (Parliamentary Paper, No. 560, of Session 1852, p. 17, and p. 411)."

East India House,
June 1853.

JAMES C. MELVILL.

Rare section

(*Mr. Otway.*)

(PART III.)

Ordered, by The House of Commons, *to be Printed*,
15 *June* 1853.

Part III.

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Charges brought by Lieutenant-Colonel Outram against Nursoo Punt, of which he was acquitted by Government.

Charges against Nursoo Punt.

EXTRACT Political Letter from Bombay, dated 16 December (No. 176) 1848.

26. WE next beg to submit, in Collection No. 7, an extract from our proceedings on the subject of a claim advanced on Govind Rao Guicowar by the banking firm of Hurree Bhugtee of Baroda for the sum of *Rs.* 3,03,130. 9. 9, being the balance, inclusive of compound interest, up to the 31st July 1848, at the rate of 12 per cent. per annum, claimed by them on two bonds, amounting in the aggregate to the sum of 32,002 rupees, entered into with their firm by Govind Rao on the 22d and 30th October 1830. For our sentiments upon this claim we beg to refer to the minutes recorded by our Right h onourable President, and by the Honourable Messrs. Reid and Willoughby, under the dates noted in the margin,* and to the instructions issued thereon, dated the 15th instant.

Pol. Cons. 1848, December No. 10,432 to 10,439.

Coll. No. 7.

* *See* below.

EXTRACT Political Letter to Bombay, dated 14 March (No. 13) 1849.

Para. 8. You have been called on to decide respecting a claim preferred against Govind Row by the firm of Hurree Bhugtee, grounded on two bonds for an aggregate sum of 32,002 rupees, one bearing the attestation of Mr. Williams as Resident, the other that of Mr. Malet as his assistant, and the former containing stipulations as to compound interest, which is also claimed on the other, and swells the total claim to an inordinate amount. The attestation having been given without the permission of Government, and without previous inquiry into the fairness of the transactions, does not, in your opinion, amount to a guarantee, and you have determined to allow only the principal and interest to an equal amount, which, deducting payments already made to the firm, leaves a balance of 30,915 rupees still due.

9. Lieutenant-colonel Outram was of opinion that the sahoocars had been guilty of fraud in this transaction, and had forfeited the bhandary which they hold from our Government, expressly "subject to their own merits." You, however, did not think that their conduct deserved this penalty, as you deemed it to consist merely in the demand of an exorbitant rate of interest. But you do not advert to the fact, which Lieutenant-colonel Outram considered to be established,† of their having substituted a false bond (bearing interest) for 9,001 rupees in the room of a mere acknowledgment of a balance of debt. Such an act, if really proved, would amount to a forfeiture of our bhandary.

† Para. 4 of his report (31 August 1848).

EXTRACT Political Letter from Bombay, dated 17 September (No. 70) 1851.

47. WE beg to forward, in Collection No. 11 accompanying this Despatch, a copy of Lieutenant-colonel Outram's reply to the above reference, and to solicit the attention of your Honourable Court to the minutes recorded thereon by our Right honourable President, under date the 11th November and 18th December last, and by the Honourable Mr. Blane, dated the 25th of the same month.

Collection, No. 11.

* Minute by the Right honourable the Governor, dated 20 November 1848. Minute by the Honourable Mr. Reid, dated 24 November 1848. Minute by the Honourable Mr. Willoughby, dated 2 December 1848. Further Minute by the Right honourable the Governor, dated 5 December 1848, concurred in by the Board.

Charges against Nursoo Punt.

EXTRACT Political Letter to Bombay, dated 2 January (No. 6) 1852.

Answer to Political Letter, dated 17 September (No. 70), 1851.

(46, 47.) Further Correspondence respecting the fraud alleged to have been committed by the firm of Hurry Bugtee, in reference to their pecuniary claims on Govind Row Guicowar.

32. ON the receipt of our letter, dated 13th February 1850, previously to which you had entirely passed over the grave accusations brought by Lieutenant-colonel Outram against the firm of Hurry Bugtee, you called on that officer for a further report, which, bearing date the 30th July 1850, is now transmitted to us. After a careful perusal of that document, and of the minutes of the members of your Government thereupon, we cannot entertain any doubt that the charge brought by Lieutenant-colonel Outram is well grounded. The firm have put forward a bond for 9,001 rupees, dated in 1820, as still in force, and have claimed interest from that date, although, in truth, the whole of the claims on that bond for interest and principal were adjusted in 1832, and a balance struck, which balance, amounting to 9,000 rupees, was acknowledged in a bond executed at that time. The claim itself was disallowed by your Government in 1848, and the only question is, whether the transaction was fraudulent, and would justify the withdrawing of your bhandary from the firm. We are satisfied that it was fraudulent; and although the present head of the firm is an infant, and the fraud was committed by Baba Nafra, the managing agent (or rather, we believe, managing partner), the firm may be made answerable for all acts done by it as a firm.

33. You have deferred coming to any resolution until you shall have received reports from Lieutenant-colonel Outram on some other misconduct ascribed to Baba Nafra. We also shall wait for these reports before issuing any orders on the subject now before us.

No. 47 of 1852—Political Department.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

1. WE beg to reply to the following paras. (32 and 33) of your Honourable Court's despatch, dated the 2 January last, No. 6 of 1852.

2. We have the honour to forward copy of a minute on this subject recorded by our Right honourable President, under date the 22d March last, and concurred in by the Honourable Mr. Bell and the Honourable Mr. Warden; and we beg to solicit the further orders of your Honourable Court for our guidance in this case.

We have, &c.
(signed) *D. A. Blane.*
A. Bell.
John Warden.

Bombay Castle, 3 May 1852.

EXTRACT Political Letter to Bombay, dated 15 September (No. 30) 1852.

Letter, dated 3 May (No. 47) 1852.

Request Court's instructions on the question whether the guarantee to the firm of Hurry Bugtee should be regarded as forfeited by the fraud committed by them in connexion with their claims on Govind Rao Guicowar.

11. WE might in strictness avail ourselves of the fraudulent acts committed during the lifetime of the late head of the firm of Hurree Bugtee, and cancel the guarantee granted to that firm. But, under all the circumstances of the case, we should consider it unjust to punish the present members of the firm for acts done without their knowledge, through the instrumentality of the unfaithful agent of the firm, Baba Nafra; by whose misconduct they have themselves suffered so severely. We therefore direct that the guarantee be still considered to be in force.

Charges against Nursoo Punt.

Extract Bombay Political Consultation, December 1848.

No. 10,432.

No. 209 of 1848.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to transmit translation of a yad and its enclosures, marked (A.), addressed to me by Purshotum Bechur, of the firm of Hurlee Bhugtee, dated 5th instant, preferring claims against Govind Row Guicowar, for sums advanced on two bonds, as follows: one, dated 27th October 1830, for 19,001 rupees, at 9 per cent. compound interest, and used by Mr. Williams (said to include the liabilities of a previous bond, dated 4th February 1820, at 12 per cent. compound interest); the other, dated 21st October 1830, for 13,001 rupees, at 9 per cent. simple interest, to which is attached your signature as Assistant Resident. On which bonds, *Rs.* 3,03,130. 9. 9, are now claimed as accumulated principal and interest up to the 31st ultimo.

2. Having much reason to doubt the correctness of this claim, and for other reasons, which will be stated elsewhere, I desired the native agent to give me a written report, embodying his views on this demand, which report he delivered to me on the 21st instant (translation appended, B.); but his statement, far from clearing up my doubts, although the native agent in his report expresses none, only added to my suspicions; I therefore called upon the firm to send their Goomashta to the Residency with the original bonds for my examination, who attended accordingly on the 26th instant, and produced the bonds, which having been compared with the copies for translations, of which *vide* Appendix (A.), the latter were found to be correct copies; that signed by Mr. Williams had simply his name attached, and the date, 27th October 1830 also in his handwriting. The other bears in your handwriting, "Radhabaee's carcoon having come to the Residency has given this note to Hurree Bhugtee with Resident's consent, this 21st day of October (A. D. 1830). (Signed) *A. Malet*, Assistant Resident;" but there is this remarkable difference in the two documents, that in the later simple interest only is implied (with interest at 9 per cent.); whereas, in the former, which is dated six days later than that signed by you, compound interest is specified (9 per cent. interest, without remission; the account of interest to be made up annually).

3. The fact of the same authority (for the assistant of course officiated on behalf of the Resident in effecting the arrangement of the 21st October) having within six days guaranteed such different terms, was sufficient to confirm my suspicions of foul play; it being evident that Mr. Williams' signature must have been obtained without his being made aware of the real nature of the engagement to which it is attached; for it is not to be supposed that he would have consented to guarantee such stringent terms, the more especially as much lighter had been obtained for the same party within a week previous.

4. It will be seen on reference to my examination of the Goomashta, and subsequent answers of Baba Nafra (*vide* Appendix C.), that there are even stronger grounds for questioning the honesty of that portion of the claim founded on the document signed by Mr. Williams. First, it is evident from the wording of the item of 9,000 rupees, forming part of the bond for 19,001 rupees, that it is a balance struck on making up the account to the date of the new arrangement, for which a separate receipt had just been given; for it is stated to be "arrears due to you, as per my bond * now in your possession," without specifying up to what date; which would not have been omitted had the "arrears" been only up to a date 10 years previous, as the claimant wishes to make out on the strength of a former bond for 9,001 rupees, dated 4th February 1820 (not indorsed by the Resident), which the sowkar having substituted for the receipt passed in 1830, now produced as having been confirmed by the Resident in this item. Secondly, the difference in amount in the new bond being 9,000 rupees; but the amount of the old, 9,001 rupees, any person versed in sowcaree practice will know that the additional one rupee could not have been omitted inadvertently, for no bond is complete in their ideas without that additional one rupee, or legal, I believe, unless

* *Note.*—"Khat" is the term, and which may be applied either to a bond or receipt.

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unless an odd sum. Had, therefore, the item introduced to the new bond related to an old and formal bond, and not been merely a receipt, it would certainly have been debited 9,001, not 9,000 rupees; whereas, in striking the balance of an account, an even sum is, I understand, customary. Thirdly, in entering into a new engagement, embodying all previous debt up to that, the old debt would have been calculated with interest up to the date of the new bond, and the whole amount would have been included, or, were the principal of the old debt merely inserted, it would have been distinctly specified as "principal" of a previous debt, "according to former bond (of such a date) on which interest (at so and so) is to be calculated up to this date." Fourthly, had any former bond existed when the new bond was framed, which purports to embody "arrears due" to the lender, it must be considered to be annulled by the new bond, unless specified therein to be still in force.

5. Another circumstance, I regret to say, shows that some one in the present or past native establishment of the Residency must have been a party to the fraud which has now been attempted. None of the correspondence, whether between the Durbar or Hurree Bhugtee's firm, and the Residency, which led to the arrangement for liquidating Govind Row's debts in 1830, is to be found. Luckily, however, a translation of a letter addressed by the Resident to Govind Row Guikwar, on the 21st February 1833, which was forwarded with Mr. Boyd's letter to Government, dated 10th April 1842, No. 304, is sufficiently explicit, as to the nature of the settlement effected, to show that the whole amount due by Govind Row to Hurree Bhugtee was comprised in the amount of the two bonds guaranteed by the Resident and his assistant in 1830, *i. e.* 32,002 rupees. It is therein written, after specifying the amount due to Government, "Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees, and furnished him with two bonds for the same, agreeing to repay the amount with interest," which is all that is alluded to as due to Hurree Bhugtee. Now, as the object of this yad is to make known to Govind Row the entire extent of his debts up to the time of the settlement made through the Residency, it is not possible that Mr. Williams would have thus stated to Govindrow that his debt to Hurree Bhugtee was only 32,002 rupees; had he at that time been liable to *Rs.* 30,813. 5. in addition, being the amount now claimed by the sowkar for principal and interest accruing on the bond executed in 1820 for 9,001 rupees as due prior to that gentleman's settlement.

6. The abstraction of the native correspondence, on which was grounded the engagement for 32,002 rupees, guaranteed by the Resident, must have occurred some time between your departure from the Residency in A.D. 1840 (for it could hardly have been ventured to attempt the fraud in the presence of one who would have had personal recollection of the arrangement in 1830), and the presentation of the memorandum, marked (E.), dated 28th March 1842, in which the claim appears to have been advanced for the first time, on the bond of A.D. 1820, for 9,001 rupees, can only have had one object; *i. e.* to conceal the fact that Hurree Bhugtee had received the bonds for that amount, as embracing all demands up to that date. I regret to add, that although the present native agent could not have been a party to the abstraction of the papers, having entered this office only in A.D. 1844, still his replies to the queries I put to him relating to this case, (*vide* Appendix D.), are not such as to clear him from suspicion of at least conniving at the fraud which has been attempted, in so far that in his report he neglected to point out to me causes of suspicion which he now acknowledges exist; and others I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is. It will be observed, moreover, that a copy of the memorandum (E.), with some remarks by the firm added, was presented at the Residency on the 11th July 1845 (*vide* G.), only three years ago, when the present native agent was at the head of the office, and that it has remained on his records ever since; it is not likely, therefore, that he could have forgotten it, yet no reference is made to that document, or to the original memorandum (E.), which was also on his records in his report, which occupied him from the 6th to the 21st of August to prepare; neither were these documents produced, although I had repeatedly called for all papers relating to any previous claims that might have been advanced by the sowkar against Govindrow, until the 29th (when (E.) was produced), and 30th instant, (when (G.) was produced). After my examination of the Goomashta on the 28th (which showed

that

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that I had detected the fraud), when I emphatically assured him that he would be held a party to the transaction, if no documents throwing any light on this claim, which I assumed must be on the records, were forthcoming. As these papers prove that the original fraudulent claim on the bond for 9,001 rupees was made in 1842, I exonerate the native agent from any concern in the abstraction of the correspondence above alluded to, but I cannot acquit him of the suspicion of having purposely withheld the papers (E.) and (G.), as well as concealed the information they contained, which of course ought to have been given in his report, and would have disclosed the dishonesty of the sowcar's present accounts; for, although possibly he might not detect the fraud perpetrated in (E.), from its having passed unquestioned before he took office, it appears most strange that he should have overlooked the discrepancy between the claim advanced on the 5th ultimo and the account which he had in his possession, being a difference of upwards of 81,000 rupees; or, if he really had mislaid or forgotten that document, with which he had been entrusted only three years back (a carelessness of itself inexcusable), that the discrepancy between the accounts now rendered, and the terms of the bond, which are quoted in the sowcar's yad, presenting the same, should have escaped his observation; 12 per cent. being charged in the former for a portion of the debt, whereas nine per cent. only is specified in both bonds. Still it is possible that the native agent may have overlooked these facts through inattention, and mislaid the document through carelessness; and I hope, therefore, that he may be allowed the benefit of the doubt in consideration of his long service of 30 years.

7. A perusal of the examination of Hurree Bhugtee's goomashta on the 26th instant, and of Baba Nafra subsequently, marked (C.), in addition to what is stated above, will, I think, leave no doubt on the mind of the Right honourable the Governor in Council of the dishonesty of that firm in this transaction, and I hope, therefore, that although the amount which is justly due to it, must be gradually discharged by the instalments annually deducted from Govindrow's income, his Lordship will deem it just and politic to visit the firm with the only mark of displeasure which it is in the power of Government to inflict for this gross attempt to defraud a chief living under the protection of the British Government, by withdrawing our guarantee, which it has enjoyed since 1809. To this measure I can see no reasonable objection, the pecuniary conditions in consideration of which the guarantee was originally granted having long since been fulfilled, although the generous protection of the British Government, which the firm has enjoyed therefrom for 40 years, has been thus shamefully repaid.

8. The following is the condition of the guarantee:—"In pursuance of the verbal assurance given by me on the 5th August 1809, and the authority of Government on the 23d of the same month, the family of the deceased (Hurree Bhugtee) shall be preserved in their rights and privileges, residence in the Guikwar territories, subject to their own merits.

" (signed) *J. R. Carnac,*

" Baroda, 17 March 1820." " Assistant Resident."

Which guarantee, therefore, as "subject to the merits" of the party holding it, it is now in the power of Government justly to revoke; for the family (by which is understood, not merely the widows and children of the late sowkar, but also his banking firm, which they carry on in his name), by dishonesty in their pecuniary transactions, through their managing partner and representative, Baba Nafra, have fairly forfeited the protection which, under the stipulation, they were only entitled to so long as their conduct continued to merit it. The family and its firm, therefore, should now be told to look solely to their own sovereign for the protection which they could not, as Guickwar subjects, otherwise claim from the British Government.

9. I am as strongly impressed with the policy as with the justice of such a manifestation of displeasure on the part of the British Government at the disgraceful conduct of this firm, because, in consequence of no example of the sort having ever yet been inflicted on any one of the many Guikwar subjects who are similarly supported by the British against their own Government, the "Bhandries," as they are called, seem to the public, and appear to think so themselves, to enjoy an immunity from all law. When complained against to their own sove-

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feign, he is powerless to enforce justice because they are under British protection, while at the same time the British Government has apparently no power effectually to punish them (so far as has yet been proved, for the revocation of the guarantee (bandree), the only punishment that could be inflicted, has never heretofore been resorted to). I beg leave respectfully to submit my opinion, moreover, that considering the origin of these bhandries, and that the pecuniary obligations out of which they arose have so long been discharged, every occasion such as this, wherein the guarantee is justly forfeited by fraudulent and criminal acts, should be taken advantage of to annul the engagement, and thus gradually may be decreased the unnatural control over subjects of a so-called independent prince; and the obnoxious petty interference with this Durbar, which the British Government is so frequently called upon to exercise in consequence of these guarantees, from which arose all the vexatious opposition of the late Guikwar to every measure proposed by us for the good of the country, however beneficial to his own subjects, and which, so long as they exist, must ever be a bar to that good-will and thorough cordiality on the part of the Durbar which is so essential to the welfare of Guzerat generally; thus the subjects of both Governments sometimes suffer, and general interests are sacrificed, from upholding these troublesome ties with a few individuals. I trust I may not be mistaken as advocating the slightest departure from good faith towards any person holding our guarantee, however inconvenient or disadvantageous its maintenance may be. I mean to express that where, as in this instance, the other party virtually frees us by his misconduct from an engagement resting on his merits alone, we should avail ourselves of the opportunity to annul the guarantee which he holds.

10. Of all the guaranteed sowkar firms of Baroda, that of Hurry Bhugtee is least entitled to any consideration from Government, having been convicted on former occasions of great misconduct, which heretofore has passed with impunity, to some instances of which I beg to draw the attention of the Honourable Board. In A.D. 1837 the Assistant Resident in charge had occasion to expose a conspiracy between Hurry Bhugtee's firm, through its agent Baba Nafra, and certain members of this establishment, to defraud and ruin Gorajee Pole (a guaranteed chief). In reply, the Secretary to Government remarked, "Mr. Malet states, that the settlement was obtained through a conspiracy of influential members of the establishment, with the other party (Baba Nafra), and the facts detailed in the report go far to prove the allegation." After further investigation of this case, the Political Commissioner (the Honourable Mr. Sutherland) recorded his opinion, "That there was unfair play, and unjustifiable conduct on the part of Baba Nafra and his abettor the Guikwar, there can be no doubt." On the same occasion the Assistant Resident in charge complained of the obstructions which Baba Nafra interposed to his investigation of the frauds against Gorajee Pole, by refusing to produce the books of the firm; afterwards, on investigating other cases of bribery, having reason to know that the same books would prove that large bribes had been given during some years previous to members of the Residency establishment, the acting resident gave the choice to the firm, of either producing their books (which he proved they had had no scruple to do before the Durbar), or forfeiting their guarantee. This penalty they preferred risking to the worse consequences, and which they well knew would result from the certain exposure which must have followed, of enormous corruption effected through their agency. The penalty was not at that time enforced, however, on the following ground. "With regard to the production of chopras or account books, it is not conceived that Government have power to enforce the course pursued by Mr. Malet against the Gukwar's will, though by refusing to aid the inquiry, a suspicion is created that his Highness is anxious that the truth shall not be elicited." Your report, here referred to, leaves no moral doubt of this firm having been the medium through which the corruption of the Residency establishment had been effected by bribery, for many years previous; and it appears to me that according to the terms of the guarantee (being subject to the "merits" of the holders), Government might justly have enforced the penalty which was then held out as the consequence of refusing to produce their books, which must at once have legally proved the fact, and brought the guilty servants of Government to justice. The firm escaped with impunity at that time, owing to the doubts which Government entertained as to the legality of the demand for the production of these books; and I have reason to believe that the evil practice has continued unchecked

Letter to Government, dated 15 December 1837, No. 893.

Letter, dated 27 March 1838, No. 568.

Report, dated 31 May 1838, No. 565.

Letter, dated 22 November 1837, No. 335.

Letter, dated 18 January 1838, No. 104.

unchecked consequently, and that it will be continued, unless the same penalty be now inflicted which you deemed the firm deserving of 10 years ago; for such an example is the only thing likely to put a stop to it. Charges against Nursoo Punt.

11. It remains for Government to decide on which of the following calculations, made up to 30th July 1848, the claim of Hurree Bhugtee against Govindrow Guikwar is to be recovered:—

First. That which the firm has now advanced of *Rs.* 3,03,130. 9. 9., being principal and compound interest at 12 per cent., on 9,001 rupees from 1820, and on *Rs.* 32,002 from 1830.

Second. The claim which the firm advanced in 1842 and 1845, (as per E. and G.) for the same principal, at 9 per cent. compound interest, amounting to *Rs.* 1,23,695. 10. 8.

Third. Principal and interest from 1830, on the two notes for 32,002 rupees; the one, of 19,001 rupees, at 12 per cent. compound interest; the other, for 13,001 rupees, at 9 per cent. simple interest, amounting to *Rs.* 1,21,607. 8. 5.

Fourth. Principal and interest from 1830, on the two notes at 9 per cent. (simple interest), amounting to *Rs.* 83,153. 4. 11.

12. In my opinion, the last is the just amount of Hurree Bhugtee's claim. The first and second calculations I discard, because they include the false charge of the bond for 9,001 rupees, and also the extortion of compound interest, claimed on both occasions; whether at 12 or 9 per cent. In the third calculation I object to the charge of 12 per cent. compound interest on the note for 19,001 rupees, on the ground above stated in the second and third paras., and because the firm afterwards abandoned that charge, and substituted 9 per cent. compound interest, in the yads which they presented in 1842 and 1845. The bond signed by Mr. Williams certainly stipulated 12 per cent., but as it was evidently the object of the firm in dropping the 12 per cent. on that occasion to avert the scrutiny of the Resident in the accounts which so extortionate a charge might have prompted, and which might have led to the detection of the far greater overcharge for the false bond of 1820, as also of the discrepancy between the two bonds of 1830, (which as no suspicions were awakened, passed unquestioned at the time), I consider that we have a right to assume the surreptitiously obtained pledge of 12 per cent. to have been annulled by the creditor's own act, and Mr. Williams's bond having thus been assimilated to the terms of the one signed by you, that only the rate of interest to which you agreed can be charged on both. It would then remain to be decided whether the 9 per cent. in the latter bond is to be understood as "simple" or "compound" interest. The firm declare that where simple is not specified, compound is understood. I suppose the contrary, and on that supposition assume the fourth calculation to be just; you may perhaps recollect under what understanding in this respect the bond for 13,001 rupees was executed; if not, a reference to the sowcars of Bombay will settle the question.

12. Whichever of these calculations may be sanctioned by Government, the sum of *Rs.* 34,174. 12. 5. has to be deducted therefrom, being amount of Govind Row's instalments (with interest, which has been received from the Residency by Hurree Bhugtee). Thus, if the fourth calculation be adopted, the balance now due to the firm is *Rs.* 38,339. 5. 2., being less by *Rs.* 264,791. 4. 7. than what they have so dishonestly claimed, these instalments being credited in their accounts.

13. There is a balance of Govindrow's instalments now in the residency, amounting to 2,258 rupees, which I have directed to be paid to Hurree Bhugtee on account.

I have, &c.

(signed) *J. Outram,*
Resident.

Baroda Residency,
31 August 1848.

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A.

TRANSLATION of a Yad from Purshotum Bechur, of the firm of Hurree Bhugtee, to the address of the Resident; dated 6th Shravun Sood, St. 1904 (5 August 1848).

I HAVE had the honour to receive a yad from the Resident, under date 29th July 1848, No. 181, in reply to my communication of the 13th Ashad Vud, 1904 (28th April 1848), calling for the accounts of Govind Row Futtey Sing, and have now the honour to forward the under-mentioned documents up to Ashud Vud 1904 (30th July 1848).

One bond for 19,001 rupees, bearing the signature of the Resident, Mr. Williams.

In Govind Row Futteh Sing's bond for the sum of 19,001 rupees, he acknowledges to be in my debt 9,000 rupees on account of arrears, with interest at 12 per cent., as stated in his bond. Therefore a separate account of interest, at the above-mentioned rate, is herewith forwarded.

The sum of 10,001 rupees has been paid into the Residency treasury, the interest of which has been settled in the bond for 19,001 rupees, at 9 per cent.

Another bond for 13,001 rupees bears the Resident's signature, which amount has been paid into the treasury, and the rate of interest settled at 9 per cent. Therefore the account with interest of this amount, and the 10,000 above alluded to, being a total of 23,000 rupees, at 9 per cent., is herewith forwarded.

The accounts above alluded to are herewith enclosed for your information, and I have to request the favour of your ordering the money to be paid to me as heretofore.

TRANSLATION of a Copy of a Bond passed by Govind Row Gaikwar to Hurree Bhugtee Paruk, 14th Kartik Sood, 1887 (30 October 1830).

THE following is an account of the money which I have received from you:

Arrears due to you, as per my bond now in your possession - -	*Rs.*	9,000	- -
Amount received on the 14th Kartik Sood (30 October), for which I have agreed to pay 9 per cent. interest without remission, the account of interest to be made up annually - - - - - - - - - -		10,001	- -

The above sum of 19,001 rupees, which I have received from you, shall be liquidated directly my affairs are settled.

This bond has been written by order of Radabaee.

Written by Rowjee Narrain Shastree.

29 October 1830. (signed) *James Williams*, Resident.

TRANSLATION of a Copy of a Bond passed by Govind Row Futtey Sing, Gaikwar to [Name not specified], dated 5th Magh Vud 1876 (A.D. 4 February 1820).

I HAVE received from you the sum of 9,001 rupees for my expenditure, one month's interest and munotee for which has been paid to you in advance, and afterwards interest at 12 per cent. shall be paid. This is signed by me.

This amount shall be liquidated from the first payment of my nemnook.

TRANSLATION of a Bond passed by Govind Row Gaikwar to Hurree Bhugtee Paruk, dated 5th Kartick Sood 1887 (22 October 1830).

THE following is a statement of the money which I have drawn from you, and placed in your hands to pay off money borrowed from Sowkars Moorlee Durdass, amounting to 13,001 rupees, for which you must obtain their receipts.

According to my bond, dated 1st Poush Vud 1884 (3 January 1828) -	*Rs.*	6,511	2 -
Agreeably to my bond, dated 5th Magh Vud 1884 (6 February 1828) -		4,101	- -

And also on account of another bond (amount not specified).

The above sum of 13,001 rupees I agree to pay, with interest at 9 per cent., when my affairs are settled.

This bond was written by order of Radhabaee by her carkoon, Narron Shastree.

"Radabaee's carkoon having come to the Residency, has given this note to Hurree Bhugtee, with the Resident's consent, this 21st day of October 1830."

(signed) *A. Malet*, Assistant Resident.

(True translation.)

(signed) M. Battye, Assistant Resident.

Charges against Nursoo Punt.

No. 1.

ABSTRACT Statement of Principal and Interest claimed by Hurree Bhugtee against Govind Rao Gaekwar.

				Rs.	*a.*	*p.*
For 1876. (A.D. 1819-20.)						
Bond, dated 5th Falgon Vud, 4th February 1820 -	*Rs.* 9,000	–	–			
Compound interest, at 12 per cent., up to Assoo Vud 15th (September and October) - - - - - -	660	–	–			
				9,660	–	–
For 1877. (A.D. 1820-21.)						
Interest up to Assoo Vud 15th - - - - - - - -				1,159	3	3
				10,819	3	3
For 1878. (A.D. 1821-22.)						
Interest up to Assoo Vud 15th - - - - - - - -				1,406	8	–
				12,225	11	3
For 1879. (A.D. 1822-23.)						
Interest up to Assoo Vud 15th - - - - - - - -				1,467	1	3
				13,692	12	6
For 1880. (A.D. 1823-24.)						
Interest up to Assoo Vud 15th - - - - - - - -				1,643	2	3
				15,335	14	9
For 1881. (A.D. 1824-25.)						
Interest up to Assoo Vud 15th - - - - - - - -				1,993	10	9
				17,329	9	6
For 1882. (A.D. 1825-26.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,079	8	9
				19,409	2	3
For 1883. (A.D. 1826-27.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,329	1	6
				21,738	3	9
For 1884. (A.D. 1827-28.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,825	15	6
				24,564	3	3
For 1885. (A.D. 1828-29.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,947	11	3
				27,511	14	6
For 1886. (A.D. 1829-30.)						
Interest up to Assoo Vud 15th - - - - - - - -				3,301	7	–
				30,813	5	6
For 1887. (A.D. 1830-31.)						
Interest up to Assoo Vud 15th - - - - - - - -				4,005	11	9
				34,819	1	3
For 1888. (A.D. 1831-32.)						
Interest up to Assoo Vud 15th - - - - - - - -				4,178	4	9
				38,997	6	–
For 1889. (A.D. 1832-33.)						
Interest up to Assoo Vud 15th - - - - - - - -				5,069	10	6
				44,076	–	6
For 1890. (A.D. 1833-34.)						
Interest up to Assoo Vud 15th - - - - - - - -				5,288	–	9
				49,355	1	3
For 1891. (A.D. 1834-35.)						
Interest up to Assoo Vud 15th - - - - - - - -				5,922	9	9
				55,277	11	–
For 1892. (A.D. 1835-36.)						
Interest up to Assoo Vud 15th - - - - - - - -				7,186	1	6
				62,463	12	6
For 1893. (A.D. 1836-37.)						
Interest up to Assoo Vud 15th - - - - - - - -				7,495	10	6
				69,959	7	–
For 1894. (A.D. 1837-38.)						
Interest up to Assoo Vud 15th - - - - - - - -				8,395	2	3
				78,354	9	3
For 1895. (A.D. 1838-39.)						
Interest up to Assoo Vud 15th - - - - - - - -				10,186	1	6
				88,540	10	9
For 1896. (A.D. 1839-40.)						
Interest up to Assoo Vud 15th - - - - - - - -				10,624	14	–
Carried forward - - -				99,165	8	9

Charges against Nursoo Punt.

	Rs.	*a.*	*p.*
Brought forward - - -	99,165	8	9
For 1897. (A.D. 1840–41.)			
Interest up to Assoo Vud 15th - - - - - - - -	12,891	8	3
	1,12,057	1	–
For 1898. (A.D. 1841–42.)			
Deduct amount paid to Sowcar - - - - - - - -	8,257	15	6
	1,03,799	1	6
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 8,257. 15. 6	13,226	10	3
	1,17,825	11	9
For 1899. (A.D. 1842–43.)			
Deduct amount paid to the Sowcar - - - - - - -	4,175	8	–
	1,12,850	3	9
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 4,175. 8. -	13,797	3	3
	1,26,647	7	–
For 1900. (A.D. 1843–44.)			
Deduct amount paid to Sowcar - - - - - - - -	7,770	–	–
	1,18,877	7	–
Interest up to Assoo Vud 15th, after deducting interest on 7,770 rupees -	15,911	12	–
	1,34,789	3	–
For 1901. (A.D. 1844–45.)			
Deduct amount paid to Sowcar - - - - - - - -	3,390	–	–
	1,31,399	3	–
Interest up to Assoo Vud 15th, after deducting interest on 3,390 rupees -	15,886	9	–
	1,47,285	12	–
For 1902. (A.D. 1845–46.)			
Deduct amount paid to Sowcar - - - - - - - -	3,918	4	–
	1,43,367	8	–
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 3,918. 4. -	17,585	5	–
	1,60,952	13	–
For 1903. (A.D. 1846–47.)			
Deduct amount paid to Sowcar - - - - - - - -	5,577	8	–
	1,55,375	5	–
Interest up to Assoo Vud 15th, after deducting interest on *Rs.* 5,577. 8. -	20,655	2	9
	1,76,030	7	9
For 1904. (A.D. 1847–48.)			
Interest up to Assoo Vud 15th - - - - - - - -	15,844	12	–
	1,91,873	3	9

Total amount paid to Sowcar, *Rs.* 33,089. 3. 6.

(True translation.)
(signed) *M. Battye,* Assistant Resident.

No. 2.

ABSTRACT Statement of Principal and Interest claimed by Hurree Bhugtee against Govind Row Guicowar.

				Rs.	*a.*	*p.*
For 1887. (A.D. 1830-31.)						
Bond dated Kartick Sood 14th (30 October 1830) -	*Rs.*	10,001	– –			
" Kartick Sood 5th (22 October 1830) -		13,000	– –			
		23,001	– –			
Compound interest, 9 per cent., up to Assoo Vud 15th		2,191	5 6			
				25,192	5	6
For 1888. (A.D. 1831–32.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,267	5	–
				27,459	10	6
For 1889. (A.D. 1832-33.)						
Interest up to Assoo Vud 15th - - - - - - - -				2,677	5	–
Carried forward - - -				30,136	15	6

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Brought forward - - - - - -	*Rs.* 30,136	*a.* 15	*p.* 6
For 1890. (A.D. 1833 34.)			
Interest up to Assoo Vud 15th - - - - - - - - -	2,712	5	2
For 1891. (A.D. 1834–35.)	32,849	4	9
Interest up to Assoo Vud 15th - - - - - - - - -	2,956	7	–
For 1892. (A.D. 1835–36.)	35,805	11	9
Interest up to Assoo Vud 15th - - - - - - - - -	3,491	1	–
For 1893. (A.D. 1836–37.)	39,296	12	9
Interest up to Assoo Vud 15th - - - - - - - - -	3,536	11	6
For 1894. (A.D. 1837–38.)	42,833	8	3
Interest up to Assoo Vud 15th - - - - - - - - -	3,855	–	3
For 1895. (A.D. 1838–39.)	46,688	8	6
Interest up to Assoo Vud 15th - - - - - - - - -	4,552	2	3
For 1896. (A.D. 1839-40.)	51,240	10	9
Interest up to Assoo Vud 15th - - - - - - - - -	4,611	10	6
For 1897. (A.D. 1840–41.)	55,852	5	3
Interest up to Assoo Vud 15th - - - - - - - - -	5,442	9	6
For 1898. (A.D. 1841–42.)	61,297	14	9
Interest up to Assoo Vud 15th - - - - - - - - -	5,516	13	–
For 1899. (A.D. 1842–43.)	66,814	11	9
Interest up to Assoo Vud 15th - - - - - - - - -	6,013	5	3
For 1900. (A.D. 1843–44.)	72,828	1	–
Interest up to Assoo Vud 15th - - - - - - - - -	7,100	12	–
For 1901. (A.D. 1844–45.)	79,928	13	–
Interest up to Assoo Vud 15th - - - - - - - - -	7,193	9	6
For 1902. (A.D. 1845–46.)	87,122	6	6
Interest up to Assoo Vud 15th - - - - - - - - -	7,841	–	3
For 1903. (A.D. 1846–47.)	94,963	6	9
Interest up to Assoo Vud 15th - - - - - - - - -	9,258	15	–
For 1904. (A.D. 1847–48.)	1,04,222	5	9
Interest up to Assard Vud 15th (30th July 1848) - - - -	7,035	–	3
Rs.	1,11,257	6	–

Principal amount - -	*Rs.* 23,001	–	–
Interest - - - -	88,256	6	–
	Rs. 1,11,257	6	–

(True translation.)

(signed) *M. Battye*, Assistant Resident.

(B.)

TRANSLATION of *Nurso Luxmon*'s Report regarding the Debt due by Govindrow Guicowar to Hurree Bhugtee; dated 21 August 1848.

1. Two yads were presented by Hurree Bhugtee, dated 6th July and 5th August 1838, praying that certain amount from Govindrow's chettees may be paid to him on account of loan; *vide* No. 1 and 2.

2. On referring to former correspondence, it appears that Mr. Williams wrote on the 21st February 1833, to Govindrow, regarding the amount advanced to him, as well as

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regarding the claims of Hurree Bhugtee, viz., amount due by Govindrow to the sirkar, is *Rs.* 1,945 qr. 31¼ besides the sum advanced to him at Surat on account of expenses which remains to be recovered; also 32,002 rupees taken from Hurry Bhugtee, which is to be paid to him with interest. Govindrow was also informed, that 10 rupees per diem would be deducted from his nemnook on account of debt, and the balance, 20 rupees, would be paid to him for his expenses; *vide* translation No. 3.

3. After the Government advance was recovered, Mr. Boyd made a report to Government on the 10th April 1842, No. 304; a copy of the accompaniment No. 3, was forwarded with it, to which a reply was received, dated 7th June 1842, No. 1540, directing the payment of 10 rupees to Hurree Bhugtee on account of his claim, as suggested by the Resident.

4. On the strength of this order, Hurry Bhugtee received from the Treasury, on account of Govindrow, 33,089 rupees from St. 1898 (A.D. 1841-42,) to 1903 (A.D. 1846-47,) which makes up nearly the amount of principal.

5. It is necessary now for Government to decide up to what period, and what sum is to be paid to Hurree Bhugtee, as the point is still undecided; a deduction, however, is being made now from Govindrow's nemnook on account of Hurree Bhugtee's claim. Govindrow having petitioned the Government on the subject, a letter was received, dated 25th February 1848, No. 851, stating that a decision on the subject of his debt would be hereafter communicated, the Resident having received instructions under date the 9th December 1847, No. 4734, to send Govindrow's accounts; it was accordingly submitted, in reply to which, Government directed* that the exchange on account of Bapasye rupees was to be recovered from his Highness the Guicowar, but no mention is made as to how the liquidation of the debt is to be accomplished.

Vide Letter 16, March 1848, No. 1146.

6. Hurree Bhugtee has nearly received the amount of principal, and on being asked what further claims he had to advance, he produced two yads of his accounts with Govindrow, showing a balance up to July 1848, as follows:

	Rs.	*a.*	*p.*
One khut or bond of St. 1876 (A.D. 1820) for 9,000 rupees, with interest at 1 per cent. - - - - - - - - - -	1,91,873	3	9
One khut of St. 1887 (A.D. 1831) for 10,001 rupees, and one ditto for 13,000 rupees; total 23,001, with interest at 12 *as.* per cent. - -	1,11,257	6	-
Rs.	3,03,130	9	9

The above balance remains to be recovered, which amount has been closed with interest up to the Dewalee.

7. Of the three khuts above mentioned, that of St. 1876 (A.D. 1820), for 9,000 rupees was not recorded in this office formerly, but allusion is made to this deed in the one of St. 1887 for 10,001 rupees (A.D. 1831), in the latter part of which it is written that interest should be calculated every 12 months and added to the principal; to this deed Mr. Williams's signature is attached as a witness. The interest on the other deed for 13,000 rupees, at the rate of 12 annas per cent., but no agreement was made, that interest should be reckoned every year; there is a note to this deed, stating that it was brought by Radhabase's carkoon, and with the consent of the Resident delivered over to Hurree Bhugtee; this document is signed by Mr. Malet. A copy of the deed of St. 1876 (A.D. 1820,) was obtained from the Paruk, in which interest is mentioned at 1 per cent.; it does not bear the signature of the Resident, nor is there any mention made regarding the calculation of interest every 12 months.

8. The Guicowar furnishes twice a year "chittees," on account of Govindrow Guicowar's nemnook, amounting to 12,400 Syasye rupees, equal to 10,839 Company's rupees; about 6,646 Company's rupees received by Govindrow annually through the Collector of Ahmedabad, and the remainder is set apart for the payment of his debt. Up to July 1848 there appears a balance of about 6,000 rupees.

9. On this subject, the final instructions of Government are necessary.

(True translations.)

(signed) *Montagu Battye,*
Assistant Resident.

(C.)

TRANSLATION of Questions put by the Resident to *Etcharam Wundseedass*, Gomasta of the Firm of Hurree Bhugtee, and his Replies thereto; dated 26 August 1848.

1. *Question.* In the original bond of Govind Rao Guicawar's, dated Friday, 14th Kartic Shood, 1887, which you have now produced, there is a note in English by the former Resident, Mr. Williams, dated 27th October 1830, and the corresponding English date to that in Guzerattee,

Guzerattee, is, according to the calendar, 30th October 1830; how do you account for this difference?—*Answer.* I cannot account for this difference, but I will inquire of Mooneem Baba Nafra, and let you know. Charges against Nursoo Punt.

2. In the khut for 19,001 rupees (of Sumwut 1887) which you have shown me, there is an item of arrears amounting to 9,000 rupees, for which you have produced a khut of the year 1876 (A. D. 1819-20) for 9,001 rupees; but if this item was written in the khut of Sumwut 1887 (A. D. 1830-31,) how do you account for the difference of one rupee. From this, it appears that in the khut of 1887, you included the balance due to you at the time, viz., 9,000 rupees; if this is not the case, how is it that the sum of 9,001 rupees (as specified in the khut of 1876) was omitted to be written in the new bond?—After consulting with Baba Nafra, I will reply to this question.

3. When any one accepts a khut, according to sowkar custom, in which one rupee is specified, and afterwards, if he has occasion to make another agreement, in which the former sum is to be included, is it customary to add the one rupee or not?—I don't know why the rupee was not written at the time, but I will make inquiries on the subject; I imagine that when the new khut was written for 19,001, if the one item of 9,001 rupees had been included, two rupees would have appeared in the total, for which reason 9,000 only may have been written; because the object of the one rupee is to prevent the last figure of the total being a cypher.

4. If according to sowkar custom, a sum of money is lent to a person who is already in your debt, and from whom a khut is required in the new agreement, is the balance due calculated with interest, or is merely the principal included? If in the new khut, the principal only is specified, is it not understood that that sum is the total amount of balance due from the date of the said agreement?—If in the new bond, the old khut is alluded to, no mention would have been made of the interest; but I will answer you after making inquiries on the subject; what you state is correct, according to the custom of sowkars.

5. Whether the bond is of late date, or the reverse, when alluded to in a new agreement, it is necessary that the date of such a document should be specified, which is not done in the bond for 19,001; from which it is very evident that the item of arrears mentioned in the new khut includes the total balance due, and that the document regarding it is in your possession; what have you to say with this?—After instituting inquiries on this subject, I will answer your question.

6. When Govind Rao Guicowar borrowed money from Hurry Bhugtee, between the years 1886 (A. D. 1829-30) to 1889 (A. D. 1832-33) on account of sibundies, the amount was settled by the Resident, and a balance of 32,002 rupees still remained due, as per two khuts, in which was included the bond of Sumwut 1886, for 9,000 rupees; if at that time the interest of this sum was due up to the year 1887 (A. D. 1830-31,) it would have amounted to *Rs.* 21,415. 6. 5., but the sum of 23,000 rupees was all that was drawn at the time, without any addition on account of interest, and a total of 32,002 rupees was written; what was the reason of this?—I will inquire into the matter, and give you an answer.

TRANSLATION of Questions put by the Resident to *Baba Nafra*, of the Firm of Hurree Bhugtee, and his Replies thereto; dated 29 August 1848.

1. *Question.* On my questioning Escharum Wusraser, Goomastha of Hurree Bughtee's firm, on the 26th instant, regarding the claims of the firm against Govind Rao Guicowar, he replied, that after consulting with you on the subject, he would answer my questions, for which reason I have sent for you to-day, and require you to give me a detailed statement of the case?—*Answer.* I beg you will hear what I have to say on this subject before asking me any questions. When Mr. Williams and Sarabhai were at Baroda, they informed me that money was to be received in the Treasury for the liquidation of the debts of Govind Rao Guicowar and Radhabaee, and that if I would lend the money, a khut should be obtained from them, which the Resident would sign. When I mentioned this to Bechurbhai, he replied, that if he advanced the money, it would give rise to enmity. I told him that the Resident was anxious to get the money, and we ought not to refuse to accommodate him; upon which he added, that the sum of 9,000 rupees was already due to the firm by Govind Rao Gaekwar, that when this money was advanced Radhabaee and her Kamdar agreed to repay the amount on their affairs being settled; that if the Resident would include this amount with interest in the new agreement, and guarantee the payment of the same, he would advance the money. I informed the Saheb to this effect, and one or two days afterwards he sent for me, and gave me two bonds on different days, according to which the money was paid into the Treasury; in one of these documents, an item of 9,000 rupees of arrears was included, against which it is written "to be recovered according to (khut) agreement." Mr. Malet was here at the time I remember, and if you inquire of him, he will give you information on the subject. Your first question to Echaram was regarding the difference of date, which I can say nothing about, as I do not read English; to the second question, I beg to state, one rupee is written to prevent the last figure of the total being a cipher, therefore it was omitted in the old item, and included in the new one instead; this bond was procured by the Resident, and made over to me. In reply to the 3d, 4th, 5th, and 6th ques-

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tions, I have to inform you that I received the money on account of the bond for 9,000 rupees from the Residency Treasury, and if it is proved that I obtained it from any other source, I will give a farkhutty for all claim against Govind Row Gaekwar, but if not, pay me with interest.

2. In the khut of Sumvut 1887 (A. D. 1830–31) for 19,001 rupees, an item of 9,000 rupees "arrears" is included; there is no date to this item, and no mention is made about interest according to sowkar custom, therefore it is evident that the former agreement regarding the item of arrears is cancelled; otherwise were the original document still in force, and is alluded to in the new bond, it is customary to specify the date of the old bond, which was not done in the one for 19,001 rupees, therefore according to soukar custom, it does not appear that arrears of interest are due on the old item, because when in a new bond, "balance due as per former agreement" is referred to, it is customary to insert the date of the agreement and to specify that interest is due from such a period; what have you to say to this?—A slight difference may have occurred in the writing, but it does not follow that the claim is a false one; I will prove to you from my chopras as to the date and amount of money given. Sowkar business is not all alike, it is carried on according to the arrangements entered into; mistakes will occur in writing, but the fact of the money having been paid cannot be disputed.

3. In the account which you have now produced of your claims against Govind Rao Gaekwar, there is an item of 9,000 rupees, with interest; according to which, up to 10th Falgoon Shood 1898 (22 March 1842), it amounts to *Rs.* 1,80,724. 10. 5; but you formerly presented a yad to the Residency, showing, up to the date above mentioned, amounting to *Rs.* 1,27,698. 14, which is *Rs.* 53,028. 12. 5. less than the claim now advanced; how do you account for this?—Whatever sum appears due from the chopras must be correct; so great a difference could not have occurred; and on examining the books it will become apparent.

4. I shall expect a proper answer from you to-morrow on this subject?—Very good.

5. Is this yad now shown you (*i. e.* that alluded to above, in question 3, claiming *Rs.* 1,27,698. 14) which bears the name of your shet, and was received at the Residency on 28th March 1842, belonging to the firm of Hurree Bhugtee?—I have seen this yad, which is from our firm. (He further states, on examining the document, that as there appears no signature or date, he would make inquiries about it.)

6. Who wrote this yad?—It looks like my handwriting; but as it is customary to sign and date these documents, I will make inquiries, and let you know.*

(signed) *Wamun Rao Venktesh,*
(*alias* Baba Nafra,)
Of the firm of Hurree Bhugtee.

Before me, this 29th day of August 1848.

(signed) *J. Outram*, Resident.

TRANSLATION of a Yad from the Firm of *Hurree Bhugtee* to the Resident; dated 2d Bhadhur Pud Shood 1904 (30 August 1848).

THE Resident asked me the reason of the great difference between the yad furnished by the firm in the year 1898 (A.D. 1841–42,) and the one now submitted. In reply, I beg to inform you that the former yad was not in accordance with the agreement; it was furnished merely to show the amount of interest, at nine per cent., and the yad now forwarded is according to the bond. If you wish to adjust the claim agreeably to the terms of the former yad, viz., nine per cent. up to this date, I am willing to agree; and I beg you will bear in mind, that when I advanced the money to Govind Rao, it was not to be had from any one else; for which reason, at the particular desire of the Resident, the money was paid.

(signed) By *Baba Nafra,*
For Purshotum Bechurbhaee.

TRANSLATION of Questions put to *Baba Nafra,* of the Firm of Hurree Bhugtee, by the Resident, and his Replies thereto; dated 31 August 1848.

7. ON the 29th instant I showed you an account received from your firm on the 28th March 1842 (marked E.,) regarding your claims against Govind Rao Guicowar. You then confessed that it was written by you, but afterwards pretended to have doubts on the subject, as there was no date or signature. I now show you another yad relative to Govind Rao's

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* On the paper being first presented to Baba Nafra, he admitted that it was in his handwriting without any reservation whatever, and returned it to me. Shortly afterwards he asked to look at it again, and then gave the qualified answer recorded. (signed) *J. Outram*, Resident.

Rao's accounts, dated 7th Ashar Shood 1901, formerly received from your firm (marked G.); tell me where it came from, and who wrote it?—The yad shown me on the 29th of August, and the one now produced, are certainly both from our firm; but as the shet's signature was not attached, I had some suspicions, because the bond signed by the Resident is for 19,001 rupees, in which there is an item of 9,000 rupees, "arrears due, as per bond in your possession," and against the item of 10,000 rupees interest is specified at nine per cent. If the interest of both the items was to have been calculated at nine per cent. it would have been mentioned at the foot of the document; and if no interest was to have been charged on the former item it would have been clearly specified to that effect, and the bond which is in my possession would have been taken from me. If you will consult four sowkars on this subject they will give you information. It is not written in the yad which we formerly gave, that only nine per cent. was to be received, which was the reason of my saying that I had suspicions regarding the documents.

Charges against Nursoo Punt.

8. The item of 9,000 rupees is from the year 1876 (A. D. 1819-20), the interest of which you now state is to be calculated at 12 per cent.; but in the yads formerly received from you, one in Sumvut 1898 (28th March 1842), and another in 1901, 7th Ashar Shood (11th July 1845), the items of 9,000 rupees and 23,002 rupees, making a total of 32,002 rupees, are written, the interest for the whole of which is calculated at nine per cent.; how do you account for this?—The former yad given by me for nine per cent. was at the request of the karbauree, after consulting on the subject and speaking to the shet; but there was no agreement written to receive the interest at that rate; neither was it written that we would not receive interest according to the terms of the bond. The yads were drawn out in the hope that our claim would be adjusted at once, and I am now willing to receive payment at the rate mentioned in those yads.

9. The yad furnished by you in 1842, for interest at nine per cent., including the item of 9,000 rupees, was, you say, given at the advice of the karbaree, thinking your claims would be settled at once; but in the yad which you afterwards gave in the year 1901 (A. D. 1844-45), interest at nine per cent. only was claimed on the whole amount. After three years had elapsed, therefore, without a settlement having been effected; what was the reason of your giving another yad for the same amount of interest, viz. nine per cent.?—The first yad of 1898 (A. D. 1841-42) was for interest up to the end of that year, and in the other yad, given in 1901 (A. D. 1844-45), the same amount of interest was specified; but after the year 1898 (A. D. 1841-42), no interest was charged.

10. In your answer above you state that the former yad of 1842 was given at the advice of karbaree, in hopes of a settlement being made at once, and interest on the whole amount calculated at nine per cent.; but at the foot of your other yad of 1901 (A. D. 1844-45, three years afterwards, you state that the Resident had formerly said he would pay you from the balance of Govind Row's money; that in future any balance that remained should be made over to you, and that you received payment accordingly, you being well aware, moreover, that the sum of 10 rupees a day was all that was available from his nemnook for the liquidation of his debts, and that he had no other means; how could you expect immediate payment, and on what grounds did you now calculate the interest on the sum of 9,000 rupees, at 12 per cent.?—I have now charged interest according to the terms of the bond.

11. The bond for 19,001 bears Mr. Williams's signature. Against the item for 10,001 rupees, compound interest (meaning interest to be calculated annually) is specified; and the other bond for 12,001 rupees, is signed by Mr. Malet, in which only nine per cent. interest is mentioned, and nothing is said about compound interest; under these circumstances, how is it that you have calculated compound interest in both the accounts?—I charged interest according to the terms of the agreement and sowkar custom; but if the Resident wishes to make any deduction at the time of adjusting this claim, I am willing to agree; or when anybody is appointed to make a settlement, I will abide by their decision. As the accounts were now called for I furnished them according to custom.

12. Supposing the dispute regarding the interest which you have charged on the sum of 9,000 rupees, from the year 1876 (A. D. 1819-20), to be put aside, and the amount is calculated according to the account which you first claimed, up to the 15th Ashard Wud (30th July 1848), the principal and interest would amount to 2,21,619 rupees; and from the accounts which you have now furnished, calculated up to the same date, the interest amounts to *Rs.* 3,30,130. 9. 9, making a difference of *Rs.* 81,511. 9. 9. in excess; how do you account for this?—The account which I have now furnished is in accordance with the bond. Should there be any mistakes they can be rectified when a person is appointed to make a settlement; in the meantime what necessity is there to speak about it.

(signed) *Wamun Rao Venckteh.*

Before me, this 31st August 1848.

(signed) *J. Outram,* Resident.

(True translations.)

(signed) Montagu Battye, Assistant Resident.

Charges against Nursoo Punt.

(D.)

TRANSLATION of Questions put by the Resident to *Nursoo Punt*, and his Replies thereto; dated 26 August 1848.

Question. FROM the answer given by the goomashta of Hurree Bhugtee's firm relative to the claim against Govind Row Guicowar, do you think there are any just grounds for suspicion; and what is your opinion on the subject?—*Answer.* From the first question which you put to Echurum Gomashta as to the difference in the date of the bond and Resident's signature, it appears suspicious as to how this mistake could have occurred.

In his reply to the second question relative to the entry of arrears in the new bond, it certainly seems extraordinary that the date of the old bond was not specified.

Regarding his replies to the 3d and 4th questions relative to the one rupee not being included, and his not specifying the account of arrears, I don't think any suspicion can attach.

Referring to the subject of your fifth question, as to the balance of 32,002 rupees, there is the same doubt, in my mind, as alluded to in the paragraph regarding the second question, that two bonds are referred to, and no year is specified relative to the item of the old agreement.

Before me, this 26th day of August 1848.

(signed) *J. Outram*, Resident.

No. 1.

QUESTIONS put to *Nursoo Punt* on 31 August 1848.

1. ON my asking you for your opinion regarding the deposition of Hurree Bhugtee's goomashta taken before me on the 26th instant, you expressed some suspicions, why therefore did you not mention these suspicious circumstances in the report which you wrote regarding the claims against Govind Rao Guicowar?—*Answer.* The firm of Hurree Bhugtee presented you with a yad in the month of July relative to receiving payment from Govind Rao Guicowar's draft, you then asked me the circumstances of the case, and I informed you that, according to the orders of Government, they had, up to that date, received the balance of the draft, and that the principal amount had nearly been adjusted, but what amount of interest they were to receive was not clearly understood from the instructions of Government, which I therefore begged of you to peruse on my showing them to you, as also Mr. Boyd's report; you asked what objection there was to pay the instalments to the paruck agreeably to the instructions, upon which I pointed out that there was no specified amount of interest mentioned; it merely stated that the amount of principal and interest was to be adjusted from the balance of Govind Rao's draft, and that, consequently, a reference on the subject was necessary; you then desired me to procure the accounts from the parruck, which I accordingly did, and on your telling me to write a report, I furnished you with a brief statement of the steps which had been taken in the matter; you afterwards sent for the original bonds, and put questions to the goomashta; at that time it appeared to me, that in the bond for 19,001 rupees of Sumvut 1887 (A. D. 1830–31) an item of arrears for 9,000 rupees was included, without date, and my suspicions were raised similar to those of the Resident. When I wrote my report, I did not observe that there was no date to the item of 9,000 rupees, consequently I had no suspicions; if I had, I should not have neglected to have mentioned them.

2. Was it not your duty as native agent, when I called for your report, to carefully examine the accounts, and inform me of the result?—From the accounts furnished by the sowkar it appeared that ten times too much interest had been charged, but I thought that as Mr. Williams had written to Govind Rao Guicowar on the 21st February 1833, that 10 rupees a day would be deducted from his nemnook on account of his debts, the compound interest due to Hurree Bhugtee on 32,002 rupees could not possibly have amounted to so large a sum; but under any circumstances, according to the custom of the British Government, the sowcar could not receive more than double the amount of his principal. Under this impression I did not minutely examine the accounts, but merely reported briefly on the subject; consequently, the fact of the item of 9,000 rupees not being dated did not at first strike me.

3. Was it not your duty, at any rate, to see whether the accounts produced by the sowcar were correct or not?—The dates of the accounts produced by the parruck agreed with those of the two bonds which were in the office; and as the old agreement was not in the dufter, a copy was obtained from the sowkar, dated Sumvut 1876 (A. D. 1819–20), and the dates for which the money was paid to him from the Treasury, as also the interest, was examined by Narrain Rao, and the accounts given to "Shewuck Shroff," who reported that the interest was correct. I did not at that time observe that there was no date attached to the

the item of 9,000 rupees; if I had I should have examined the sowkar's chopras, which was not done; with this exception, there appears no difference between the accounts and the bonds. Charges against Nursoo Punt.

4. Hurree Bhugtee's accounts, up to October 1841, which were received in the dufter in July 1845, have now been produced, which, if assumed to be correct, would, with the interest up to July 1848, amount to 2,21,619 rupees, but the accounts which the sowkar has now produced show a balance of *Rs.* 3,03,130. 9. 9, thereby causing a difference of *Rs.* 81,511. 9. 9; how is it that this escaped your notice, and that you did not report it to me? —The papers connected with Govind Rao's case were in my bundle, but the account which was formerly received was not amongst them, and I have not the least recollection of any accounts having been previously received from the paruck. When the goomashta's deposition was taken, the Sahib desired me to find out if any accounts had been formerly received, for which reason I set a carkoon to examine the dufters, and Bujabah found it in a bundle, dated May 1842. The account alluded to was shown to the Sahib, and yesterday the dufters since 1838 were examined, when the yad dated July 1845 came to hand; but I had not the slightest recollection of this document, and certainly did not willingly conceal it. In the yad 1842, above referred to, interest at nine per cent. is specified, but it is not in the yad of 1845, though it appears clear that nine per cent. is calculated on the whole amount of 32,002 rupees, and that the same amount of interest was charged on the 9,000 rupees from 1876 (A. D. 1819–20); the present difference is accounted for from the sowkar having charged 12 per cent. interest on the item of 9,000 rupees.

5. About five or six days after I gave you the order to produce the correspondence with Mr. Williams, and subsequent documents relating to this claim (on the 28th instant), you came and told me that the dufter had been carefully examined, but that the papers were not to be found; when I told you, however, that you would be held responsible for the abstraction of these documents, on the 29th August you, without delay, produced an account which had been received in 1842, and on my again desiring you to search, another account of 1845 was produced on the 30th instant; how do you account for this, and how is it that in the space of three years you forget the receipt of a document which had been received since you came to the office, and why should you keep the dufter in such confusion as to take so much time finding a document placed there by yourself?—On the 26th August you desired me to look for the accounts which Mr. Williams referred to in his letter to Govind Rao Guicowar in 1833, consequently I set Narrain Rao and others to search the dufters of that year, and the following day, Sunday the 27th, they examined other old dufters, but without success. On the 28th you asked me if I had found the accounts; I replied in the negative, but that other dufters were being searched by Bujabah, &c.; on that date no papers were found. On my coming to office on the 29th instant it struck me that some account might have been received at the time of Mr. Boyd's report, in the year 1842, so I desired Bujabah, carkoon, to look for them, and on examining the diary-book he found the required account, which I immediately brought to you. The next day, Narrain Rao and Bujabah were again set to search the dufters, and after looking over them from the year 1843, another account was found in the dufter of 1845, which Narrain Rao brought me, and I took it to you at once. You ask how I happened, in the space of three years, to forget the yads which were received; but I beg to state that it is impossible to recollect the numerous yads which are received on so many different subjects in a period of three years. From the time I came to the office, I have always brought the confused state of the records to the notice of the different Residents, and the Government have so frequently reduced the establishment, notwithstanding the carkoons are always at work, it is quite impossible for them to carry on the current business and keep the dufters in proper order. Some of the papers are sorted, and others again are merely tied up in bundles for the month, because the carkoons really have not time to sort them; if they were properly filed according to the different subjects there would be no difficulty in finding papers.

6. When the yad was received from the sowkar on the 6th July 1848 regarding the payment of his dues, I desired you to produce the papers on the subject, and on the 21st August you furnished me with your report on the case; how is it that in so long a time you did not procure and examine all the papers referring to it; without examining these documents, why did you report on the subject; and in the space of three years, how came you to forget that such an account had been received?—On the receipt of the sowkar's first yad a correspondence ensued, and the lost yad was received with his account on the 5th August 1848, which was given to "Shewuckshroff" to examine, and when I had time I perused the papers connected with this case, which was tied up in a separate bundle, and wrote my report. I quite forgot that there were any other documents on the subject.

Before me, this 31st day of August 1848.

(signed) *J. Outram,* Resident.

(True translations.)

(signed) M. Battye, Assistant Resident.

Charges against Nursoo Punt.

(E.)

TRANSLATION of a Memorandum by Hurree Bhugtee of the Amount due to him by Govindrow Guikwar up to the 10th Falgon Shood (22d March), year Sumvut 1898 (1841-42).

	Rs.	a.	p.
As per bonds for principal, bearing the Sahib's signature - - -	32,002	-	-
Interest at nine per cent. per annum on the above sum, according to agreement, as per separate statement - - - - - -	95,693	14	-
Total - - - Rs.	1,27,695	14	-

Orders must be given for the liquidation of this amount.

Received at the Residency, on the 28th March 1842.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

(G.)

TRANSLATION of a Yad from the Firm of Hurree Bhugtee, dated 7th Ashad Shood 1901 (11 July 1845).

THE following is a detailed statement of money due by Govindrow Futteh Sing to our firm, for which the British Government are security, amounting to,

	Rs.	a.	p.
Principal - - - - - - - - - - - - -		32,002	- -
An account of a khut, dated 5th Kartik Sood 1887 (22 October 1830), bearing the signature of the Resident - - Rs.	13,001 - -		
As per khut, dated 14th Kartik Sood 1887 (30 October 1830), bearing the Resident's signature - - -	19,001 - -		
Total - - - Rs.		32,002	- -
Interest on this sum up to 2d Kartik Shood 1898 (27 October 1841)		91,693	14 -
Total - - - Rs.		1,23,695	14 -

To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply I was told that orders had been received for the payment of my claim, principal and interest, and that the balance of Govindrow Guikwar's money would be paid to me on account, and that in future, whatever balance remained after paying Govindrow, would be made over to me. I have received payment accordingly, as per separate statement.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

No. 10,433. MINUTE by the Right Honourable the Governor.

1. AT the time that the sums referred to in the accompanying correspondence were advanced to Govindrow Gaekwar by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to are forthcoming on the records.

2. The first allusion to the transaction contained in our records will be found in the translation of a note addressed by Mr. Williams to Govindrow, on the 21st February 1833, submitted to Government by Mr. Boyd, the late Resident at Baroda, with his letter of the 10th April 1842, reporting the liquidation of a debt

a debt due by Govindrow to the Baroda Treasury, and requesting permission to appropriate the stoppage of 300 rupees per mensem from Govindrow's allowance to the payment of Hurree Bhugtee's claim. The following is an extract from Mr. Williams's note, above alluded to: Charges against Nursoo Punt.

"Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees, and furnished him with two bonds for the same, agreeing to pay the amount with interest. Moreover, the sums paid to you through the agent at Surat have not been recovered. The above is a detail of your debts to Government, which must be liquidated; for that purpose, Government has ordered that you should receive an allowance of 20, instead of 30 rupees per diem. You are consequently to receive 20 rupees a day, and 10 rupees a day have been deducted for the liquidation of the above debt, which will lessen the burden of your debts. In short, it is necessary that the arrangement made should remain in force."

3. In reply to the above reference, Mr. Boyd was, on the 7th June 1842, authorised to pay the instalments in future to Hurree Bhugtee, in liquidation of his demands on Govindrow Gaekwar.

4. The next allusion to this debt is in a note from Govindrow Gaekwar to the Resident, dated the 3d October 1847, complaining of the stoppage of 10 rupees per diem from the allowance granted for his maintenance; the debt is clearly admitted in the following words: "That for the payment of 32,002 rupees due to Hurree Bhugtee Sowcar on account of debt."

5. On the 9th December 1847, the Resident at Baroda was directed, with reference to this complaint, to submit a statement of Govindrow's account with Government. This was done by Colonel Outram on the 27th January 1848, when it appeared that up to 1847–48, Hurree Bhugtee had received in liquidation of his debt the sum of *Rs.* 29,807. 0. 5.

6. It seems to me that no interest can be deemed due on the sum of 9,000 rupees, which was evidently the balance of a former debt, and which appears to have been admitted into the bond to recover its repayment, without any interest whatever. At any rate, I would not allow any interest on it, as a sum not originally advanced through our intervention. The amount due to Hurree Bhugtee, therefore, disallowing interest on this sum, and allowing interest as entered in the bond on the two other items, will, according to the following calculation, amount to *Rs.* 54,837. 14. 8.

	Rs.	*a.*	*p.*
Old claim on which no interest is chargeable - - -	9,000	–	–
10,001 rupees at 9 per cent. compound interest, from 29th October 1830 to 30th July 1848 - - - - -	46,215	9	10
13,001 rupees at 9 per cent. simple interest, from 2d October 1830 to 30th July 1848 - - - - - -	33,796	8	8
	89,012	2	6
Deduct amount of instalments paid to Hurree Bhugtee, with interest thereon - - - - - - - -	34,174	3	10
Rs.	54,837	14	8

7. The Honourable Court of Directors, however, in their despatch No. 37, of the 4th December 1844, distinctly intimated their objections to allow of compound interest being charged on the claims of the family of the late Dessaee of Nawsarree against the Gaekwar; and in reference to the claim by the firm of Hurree Bhugtee on the same family, the Honourable Court observed in their despatch No. 18, of the 22d July 1846: "We have already informed you that we could not approve of enforcing a claim of 9 per cent. compound interest on sums guaranteed by your Government in favour of the Dessaee against the Gaekwar. It would therefore be an act of extreme injustice to enforce similar terms in favour of Hurree Bhugtee against the Dessaee, unless such terms were specifically stipulated in the bond."

8. Under

Charges against Nursoo Punt.

8. Under these instructions, and not considering the papers in question to amount to a formal guarantee by Government, I would allow only simple interest on the second item.

The debt would stand thus:

	Rs.	*a.*	*p.*
Old claim - - - - - - - - - -	9,000	—	—
10,001 rupees at simple interest, at 9 per cent. per annum -	25,980	10	11
13,001 rupees at simple interest, at 9 per cent. per annum -	33,796	8	8
	68,777	3	7
Deduct instalments paid with interest - - - -	34,174	3	10
Balance due to Hurree Bhugtee - - - - - *Rs.*	34,602	15	9

Of this balance, 9,000 rupees do not bear interest; the portion bearing interest should therefore be first cleared off, and afterwards that portion of the old debt which does not bear interest.

9. Mixed up with this question is the behaviour of the firm of Hurree Bhugtee, who have advanced a claim on the bonds I have above considered, to a sum amounting to *Rs.* 303,130. 9. 9. The amount I consider now due sufficiently marks the view I take of the transaction, and I am much disposed to adopt Colonel Outram's recommendation to cancel the guarantee formerly extended to the firm, but on the whole of the question I should wish to be favoured with the opinion of my colleagues.

(signed) *Falkland.*

20 November 1848.

No. 10,434.

MINUTE by the Honourable Mr. *Reid.*

THE demand of the firm of Hurree Bhugtee is founded on two bonds. One of the 5th of Kartik Sood, Sumvut 1887 (22 October 1830), for 13,001 rupees, the other of the 14th of Kartik Sood (30 October 1830), for 19,001 rupees, both considered as bearing our guarantee. It seems strange, that according to the translates of these bonds given in Accompaniment (A.), the guarantees or signatures of Mr. Malet in the one case, and of Mr. Williams in the other, are dated the day previous to that alleged to be the date of the documents themselves; Mr. Malet's being of the 21st on the deed of the 22d of October, and Mr. Williams's being of the 29th on the deed of the 30th October.

2. Copies of the deeds not having been transmitted (as they should have been, according to a standing order), with the translates, we cannot see whether the English dates are entered in the originals. But I conclude they are not so, as it is not customary to do so in transactions between natives. I find, by reference to the calendar, that the English dates corresponding to the 5th and 14th of Kartik Sood, Sumvut 1887, are the 22d and 30th October 1830. There is a doubt as to the real date of Mr. Williams's signature on the second bond, since in the translate in (A.) it is given as the 29th, while Colonel Outram, in his 2d para., calls it the 27th.

3. The first deed for 13,001 rupees is for money advanced to pay off a debt of Moorleedhurdass. The second consists of two items, namely, 9,000 rupees of an old debt, and 10,001 rupees for money then advanced.

4. In making up its account, the firm now charges 12 per cent. compound interest on the 9,000 rupees of old debt for about 28 ½ years, from 4th February 1820 to 30th July 1848, and 9 per cent. compound interest on the 10,001 rupees remaining of the bond of the 14th Kartik Sood, and on the whole amount (13,001 rupees) of that of the 5th of that month for about 17 ¾ years, from 22d and 30th October 1830 to 30th July 1848; making thus a total demand of *Rs.* 3,03,130. 9. 9. up to 30th July 1848, after deducting sums received by the firm, amounting to principal, *Rs.* 33,089. 3. 6., with the interest upon that sum.

5. It

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5. It seems that in March 1842, the firm presented a memorandum (E.) of Govindrao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at 9 per cent. on the total of the two bonds, 32,002 rupees. The separate statement of interest alluded to in that memorandum has not been sent to us. The amount of interest (exclusive of the principal) is given as *Rs.* 95,693. 14., the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842. Now, 32,002 rupees, at 9 per cent. compound interest, for 11 years and 7 month, gives as interest only 54,901 rupees.* It is clear, therefore, that the firm must have calculated the interest in some different method, when it makes its demands on that amount for an excess of 40,792 rupees.

6. Again, on the 11th July 1845, the firm presented another memorandum (G.) of the amount up to the 2d Kartik Sood 1898 (27 October 1841), a period of 11 years, when the interest is given on the whole sum 32,002 rupees as *Rs.* 91,693. 14.; but it is not stated at what rates, or in what manner, the interest is calculated. 32,002 rupees, at compound interest for 11 years, gives only 50,568 rupees as interest.

7. The question now is, What interest is to be allowed? The attempt to calculate compound interest at 12 per cent. on the 9,000 rupees of the bond of the 14th of Kartik Sood (30 October 1830) is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted by which its amount up to that date can be increased.

8. Whether this sum (9,000 rupees) can fairly be held to bear no interest is, I think, a doubtful question. Admitting it to be a balance of the old debt, still no sowkar lends his money, even under a guarantee, without some return for its use, and I question whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

9. For the reasons given in the Right honourable the President's Minute, paras. 7 and 8, I think we might, if no other means can be found of reducing the exorbitant demand of the firm, decline to authorise compound interest on the 10,001 rupees of the 14th Kartik Sood. This, it is true, would be a violation of the bond, and consequently of our guarantee. Simple interest only on the aggregate of the two bonds (32,002 rupees) would give a balance, at the end of July 1848, as follows:

	Rs.	*a.*	*p.*
Principal - - - - - - - - -	32,002	–	–
Simple interest, at 9 per cent for 17¾ years, at *Rs.* 2,880. 2. 10. per annum - - -	51,123	2	8
	83,125	2	8
Deduct paid with interest. This seems calculated at compound interest; if so, the amount will be reduced when calculated at simple interest -	34,174	12	5
Rs.	48,950	6	3

10. But I think a way is open to us of reducing the demands to a reasonable amount, without apparently infringing our guarantee; that is, by not allowing the interest to exceed the principal. "Dam Dooput" is a native rule in such transactions; and considering the nature of this case, and the attempt made by the firm to obtain such usurious profit, I think we should be quite justified in adopting it. Nursoo Lukshumun, in his answer to the second question in Accompaniment (D.), suggests

* *N. B.* In my calculations throughout the Minute, I have rejected all fractional parts, whether of time or money, and a few rupees difference may be found between them and those more correctly made.

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suggests this mode of settlement. Under it, the amount would stand as follows:

	Rs.	a.	p.
Principal of the two bonds - - - -	32,002	–	–
Interest equal to the principal - - - -	32,002	–	–
	64,004	–	–
Deduct paid to the firm. (This is taken from the Sowkar's Abstract, No. 1, of (A.), and I presume consists of principal only) - - - -	33,089	–	–
Rs.	30,915	–	–

11. I do not understand on what calculation the estimate in para. 8 of the Right Honourable the President's Minute is made. Since the date of the two bonds, 17¾ years have expired, up to the 30th July 1848; but in that para. the interest seems calculated on the 10,001 rupees for about six years only, and on the 13,001 rupees for about seven years. Why these periods have been assumed, I cannot discover. I am afraid there has been some error, or the principal has probably been omitted

	Rs.	a.	p.
10,001 rupees, at 9 per cent. compound interest, for 17¾ years, gives - - - - -	46,173	–	–
13,001 rupees, at 9 per cent. simple interest, for the same period, gives - - - - -	33,770	–	–
Add not bearing interest - - - - -	9,000	–	–
	88,943	–	–
Deduct paid - - - - - - - -	34,174	–	–
This leaves a balance of - - - Rs.	44,769	–	–

Instead of 28,090 rupees.

13. I quite concur with the expediency of withdrawing our bhandarees, wherever their duration depends on the conduct of the parties holding them, and when that conduct shall be such as to justify our adopting this extreme measure. But I cannot think that the mere demand of a debt, however exorbitant, is a sufficient breach of good conduct. The firm is not without some grounds for all its demands. We may not admit them, but we have no right to punish it for having advanced them. There have been no forgeries, no denials of payments made to the firm, and no frauds, if we except the abstraction of the correspondence from the Residency records, for which, in the absence of all proof, we have no right to make the firm responsible. Commercial morality is, I fear, not at so high a standard among our countrymen in India, that we could with any reason visit so severely the offence committed by a native banker, of trying to exact from his creditor every pie which he thinks might be screwed out of him by the wildest interpretation of his bonds.

14. In this case, I would entirely abandon the idea of interfering with the bhandaree.

15. In regard to the imputations cast on Nursoo Lukshumun in this transaction, I shall remark on them in my Minute in the case of Guorojee Pol.

(signed) *L. R. Reid.*

24 November 1848.

No. 10435.

MINUTE by the Honourable Mr. *Willoughby.*

WITH reference to the errors pointed out by Mr. Reid in the calculations in the Right honourable the Governor's Minute of the 7th instant, I pass this on at present without comment, as probably it may be desired to correct them.

(signed) *J. P. Willoughby.*

28 November 1848.

Charges against Nursoo Punt.

MINUTE by the Right Honourable the Governor.

No. 10,436.

I AM much obliged to Mr. Reid for noticing the errors of calculation in my Minute, which arose from a mistake of the clerk. They are now corrected. I defer any remarks I may have to offer until the Honourable Mr. Willoughby has minuted on this subject.

(signed) *Falkland.*

December 1848.

MINUTE by the Honourable Mr. *Willoughby.*

No. 10,437.

1. I CONCUR for the most part in Mr. Reid's observations on this case.

2. Had the bonds of the 22d and 30th October 1830 been formally guaranteed under the sanction of Government, I do not think we could, without breach of faith, insist on the firm of Hurree Bukty agreeing to the settlement suggested; that is, by not allowing the interest to exceed the principal.

3. But these transactions were never submitted to Government, and, as far as the papers before us show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govind Row Guikwar. This remark more especially applies to the item of 0,000 rupees alleged to have been advanced to liquidate a debt due to Mooleedhurdass.

4. Although, however, the transactions were not originally guaranteed with the sanction of Government, the deeds are attested by Messrs. Williams and Malet, and on the 7th June 1842, were so far recognised by Government, that authority was granted to pay to the firm the sum of 300 rupees per mensem from Govind Row Guikwar's nemnook, an arrangement which remains in force up to the present time.

5. Under these circumstances, we may, I think, fairly require that the firm should assent to a compromise, and the amount which Mr. Reid proposes to award them is, I think, as much as they can reasonably expect, and as much as Govind Rao Guikwar can afford to pay.

6. I think this award will sufficiently denote the opinion we entertain of the conduct of the firm of Hurree Bukty in preferring the extravagant and usurious demands it has done against Govind Rao.

7. Their conduct on the occasion is certainly not free from blame and reproach, but I entirely coincide in opinion with Mr. Reid, "that the mere demand of a debt, however exorbitant, is not a sufficient breach of good conduct" to justify the extreme measure of cancelling the bhandaree or guarantee of protection granted to the firm in 1809.

(signed) *J. P. Willoughby.*

2 December 1848.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Messrs. *Reid* and *Willoughby.*

No. 10,438.

As my colleagues concur in opinion that there is nothing in this case which ought to induce us to deprive Hurree Buktee of the advantage of the Government guarantee, I defer to their opinion, and I likewise assent to the mode of settlement which they suggest, and which is detailed in Mr. Reid's Minute.

Para. 10.

(signed) *Falkland.*
L. R. Reid.
J. P. Willoughby.

5 December 1848.

Charges against Nursoo Pant, &c.

No. 10,439.

No. 5249 of 1848.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, with enclosures, No. 209, dated the 31st August last, relative to the pecuniary claims of the firm of Hurree Bhugtee, against Govind Rao Gaekwar.

2. The demand of this firm on Govind Rao, is founded on two bonds, one dated the 5th Kartick Sood, Sumvut 1887 (22 October 1830), for (13,001) thirteen thousand and one rupees; and the other, dated the 14th of Kartick Sood (30 October 1830), for (19,001) nineteen thousand and one rupees, both considered as bearing the Government guarantee.

3. At the time, however, that these sums were advanced to Govind Rao by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to above are forthcoming on the records.

4. The first bond for (13,001) thirteen thousand and one rupees is for money advanced to pay off a debt of Moorleedhurdass, and the second consists of two items, namely, (9,000) nine thousand rupees of an old debt, and (10,001) ten thousand and one rupees for money then advanced.

5. In making up its accounts, the firm now charges 12 per cent. compound interest on the sum of (9,000) nine thousand rupees of old debt for about 28 years and 6 months, namely, from the 4th February 1820 to the 30th July 1848, and 9 per cent. compound interest on the (10,001) ten thousand and one rupees remaining of the bond of the 14th Kartik Sood, and on (13,001) thirteen thousand and one rupees, being the whole amount of that of the 5th of the same month, for about 17 years and 9 months, namely, from the 22d and 30th October 1830 to the 30th July 1848, making thus a total demand of (*Rs.* 3,03,130. 9. 9.) rupees three lacs, three thousand one hundred and thirty, annas nine, and pies nine, up to the 30th July 1848, after deducting sums received by the firm, amounting to principal (*Rs.* 30,089. 3. 6.) rupees thirty thousand and eighty-nine, annas three, and pies six, with the interest upon that sum.

* Accompaniment (L).

6. It seems that in March 1842, the firm presented a memorandum * of Govind Rao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at 9 per cent. on the total of the two bonds, thirty-two thousand and two rupees.

7. The separate statement of interest alluded to in the above-mentioned memorandum has not been sent to Government, but the amount of interest, exclusive of the principal, is given as (*Rs.* 95,693. 14.) rupees ninety-five thousand six hundred and nine-three, annas fourteen, the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842, whereas (32,002) thirty-two thousand and two rupees, at 9 per cent. compound interest, for 11 years and 7 months, gives as interest only (54,901) fifty-four thousand nine hundred and one rupees.

8. It is clear, therefore, that the firm must have calculated the interest in some different method, when it makes its demands on that amount for an excess of (40,792) forty thousand seven hundred and ninety-two rupees.

† (G.)

9. It appears that on the 11th July 1845, the firm presented another memorandum † of the amount up to the 2d Kartick Sood 1898 (27 October 1841), a period of 11 years, when the interest is given on the whole sum of (32,002) thirty-two thousand and two rupees, as (*Rs.* 91,693. 14.) rupees ninety-one thousand, six hundred and ninety-three, annas fourteen; but it is not stated at what rates or in what manner the interest is calculated, for (32,002) thirty-two thousand and two rupees for 11 years, gives only (50,568) fifty thousand five hundred and sixty-eight rupees as interest.

10. The

10. The question now for consideration is, What interest is to be allowed? The attempt to calculate compound interest at 12 per cent. on the (9,000) nine thousand rupees of the bond of the 14th Kartik Sood (30 October 1830) is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted by which its amount up to that date can be increased. Charges against Nursoo Purz.

11. Whether this sum * can fairly be held to bear no interest, is, in the opinion of Government, a doubtful question. Admitting it, however, to be a balance of the old debt, still no sowkar lends his money, even under a guarantee, without some return for its use; and the question, therefore, arises, whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

* *Rs.* 9,000.

12. The Right honourable the Governor in Council considers that if there were no other means of reducing the exorbitant demand of the firm against Govind Rao, Government would, under the instructions † of the Honourable the Court of Directors, and in consideration of the papers in this case, not amounting to a formal guarantee, have been justified in declining to authorise compound interest in this case.

13. His Lordship in Council, however, considers that a clear and just way is open to reduce the demand to a reasonable amount, that is, by not allowing the interest to exceed the principal; "Dam Dooput," is a native rule in such transactions, and considering the nature of this case, and the attempt made by the firm to obtain such usurious profit, his Lordship in Council considers Government to be justified in adopting it.

14. Under this arrangement the amount would stand as follows:—

	Rs.
Principal of the two bonds - - - - -	32,002
Interest equal to the principal - - - - -	32,002
	64,004
Deduct paid ‡ to the firm - - - - -	33,089
	Rs. 30,915

15. As these loans were granted without the previous sanction of Government, and, as far as the papers before it show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govind Rao Gaekwar, his Lordship in Council has resolved that this demand should thus be compromised, interest being allowed equal to the principal amount due.

16. I am accordingly desired to request that you will communicate the above decision to the parties concerned, and call upon the firm of Hurree Bhugtee to assent to the compromise now resolved upon by Government, whereby the firm will receive as much as they can reasonably expect, and as much as Govind Rao Gaekwar can afford to pay.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 15 December 1848.

(True extract.)

(signed) A. Malet,
Chief Secretary.

Extract

† *Vide* paras. 8 and 9 of the Honourable Court's letter, No. 37, dated 4 December 1844, forwarded with letter from this department; No. 1721, dated 9 April 1845; and para. 42 of letter from the same authority; No. 18, dated 22 July 1846, forming accompaniment to a letter from this department; No. 3759, dated 6 October 1846.

‡ This is taken from the sowkar's Abstract, No. 1, of (A.) and it is presumed consists of principal only.

Charges against Nursoo Punt.

Extract Bombay Political Consultation, 12 June 1850.

EXTRACT, paras. 14 and 15, from a Letter of the Honourable the Court of Directors, dated 13 February, No. 4 of 1850.

Further proceedings respecting the claim of the firm of Hurry Bugtee on Govind Rao Guicowar.

14. WE had called your attention to the opinion of Lieutenant-colonel Outram, that the firm of Hurry Bugtee had substituted a false bond bearing interest for 9,001 rupees, in the room of a mere acknowledgment of a balance of debt, an act which, if committed, would amount to a forfeiture of our bhandarry; you now, after a reference to Captain French, report that no proofs exist in "support of Lieutenant-colonel Outram's suspicions." This is more than is borne out by the report of Captain French, who merely stated that he was "not aware of any grounds beyond those reported by Colonel Outram, for supposing, &c.," having previously stated that no further steps have been taken to "ascertain the true state of the case."

15. The grounds adduced by Lieutenant-colonel Outram were strong, and, in his opinion, conclusive; he distinctly stated in para. 4 of his report of 31st August 1848, that the soukar had "substituted for the receipt passed in 1830, a former bond for 9,001 rupees, dated 4th February 1820, not indorsed by the Resident, and produced it as having been confirmed by the Resident in this item." The case certainly was not brought very clearly before Government in Lieutenant-colonel Outram's letter; but we should have expected, that if his conclusion was not admitted, the insufficiency of his reasons would have been shown, or the subject referred to him for further explanation. We desire that the question be taken into the deliberate consideration of your Government, in order that in the event of Colonel Outram's opinion being found to be correct, you may annul our bhandarry.

No. 4156. No. 2497 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to Lieutenant-colonel *J. Outram*, C. B., Resident at Baroda.

Sir,

* *See* below. WITH reference to the correspondence noted in the margin,* relative to the pecuniary claims of the firm of Hurry Bhugtee on Govind Row Gaekawar, I am directed by the Right honourable the Govenor in Council to transmit, for your information an extract, paras. 14 and 15, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4.

2. In forwarding this extract, I am desired to request that you will submit to Government the fullest explanation of the grounds on which in your report, dated the 31st August 1848, No. 209, you stated that you were induced to believe that a forged bond was substituted by the firm of Hurry Bhugtee for the sum of nine thousand rupees, in the place of the original bond for nine thousand and one rupees.

3. You are at the same time requested to state whether you have subsequently seen any reason to modify this opinion, and if not, whether you consider sufficient proof can be obtained to substantiate the supposed fraud.

I have, &c.
(signed) *H. E. Goldsmid*,
Secretary to Government.

Bombay Castle, 28 May 1850.

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* From the Acting Resident at Baroda, dated 1 June 1849, No. 143. Reply to, dated 23 July 1849, No. 3122. From the Acting Resident at Baroda, dated 30 July 1849, No. 208; Reply to, dated 8 October 1849, No. 4247.

Charges against Nursoo Punt.

EXTRACT, para. 16, from a Letter from the Honourable the Court of Directors, dated 13 February, No. 4 of 1850.

16. CAPTAIN FRENCH's statements in his letter of 1st June 1849, respecting the impression entertained at Baroda that the guaranteed persons enjoy an immunity from punishment, have been read by us with surprise and regret. We have in our letter of 14th March, No. 13, 1849 (para. 11), enjoined that your conduct be so shaped as to correct any such misapprehension; and our still more recent observations in para. 43 of our letter of 28th November, No. 35, 1849, on the case of Bulwunt Row Guicowar, will have shown to you that we consider the condition of good conduct, on which many of the bhandaries depend, not to have been enforced with sufficient strictness.

No. 2498 of 1850.—Political Department.

From *H. E. Goldsmid*, Esq., Secretary to the Government of Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda. No. 4157.

Sir,

WITH reference to Captain French's letter dated 1st June last, No. 143, I am directed by the Right honourable the Governor in Council to transmit to you an extract, para. 16, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4, and to request that you will embrace every opportunity in your power for correcting any misapprehension which may exist at Baroda, that persons holding the British guarantee enjoy, in consequence, any immunity from punishment for nefarious or other disgraceful conduct; you are, at the same time, requested to impress upon all persons holding such guarantee, that its continuance is in each case entirely dependent upon their good conduct.

I have, &c.

Bombay Castle, 28 May 1850. (signed) *H. E. Goldsmid*,
Secretary to Government.

Extract Bombay Political Consultation, 8 January 1851.

No. 179 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay. No. 9.

Sir,

I HAVE the honour to submit, for the information of the Right honourable the Governor in Council, my reply to Mr. Secretary Goldsmid's letter, dated 28th May last, No. 2497, forwarding extract paragraphs, 14 and 15, from a despatch from the Honourable the Court of Directors, dated the 13th February last, No. 4, relative to the pecuniary claims of the firm of Hurry Bhugtee on Govind Row Guicowar, and calling upon me to submit to Government the fullest explanation of the grounds on which, in my report, dated 31st August 1848, I had stated that I was induced to believe that a forged bond was substituted by the firm of Hurry Bhugtee for the sum of 9,001 rupees, and at the same time requesting me to state whether I have subsequently seen any reason to modify that opinion, and if not, whether I consider sufficient proof can be obtained to substantiate the supposed fraud.

2. I beg leave, in the first place, to correct a misapprehension formed by the Honourable Board, that in my report I accuse the firm of Hurry Bhugtee of substituting a "forged" bond. The terms in which I alluded to the fraudulent attempt of the banker were, "the claimant wishes to make out, on the strength of former bond for 9,001 rupees, dated 4th February 1820 (not endorsed by the Resident), which the sowcar, having substituted for the receipt passed in 1830, now produces, as having been confirmed by the Resident in this item" (para. 4). True, I afterwards allude, in the 12th paragraph, to the "overcharge for the

Charges against Nursoo Punt.

false bond of 1820," but the term false is there applied to the document as not being a true voucher, as having previously been annulled, thereby implying fraud, but not forgery. The bond in question may have been regularly executed originally, but it is not the less a fraudulent act on the part of the banker bringing it forward after a lapse of 10 years, if in the interim the debt for which it was pledged had been redeemed: that is the offence of which I accuse the firm of Hurry Bhugtee, and if established it is quite sufficient, in my humble opinion, to warrant the utmost extent of punishment it is in the power of Government to inflict.

3. The facts and considerations which had induced me to believe that a cancelled bond had been surreptitiously introduced were stated in the despatch in which, on the 31st August 1848, I reported my belief thatsuch had been the case. When I penned that despatch I conceived that its contents were of a nature to leave no reasonable doubt of the guilt of the accused parties on the mind of any one; least of all did I fear that they would be held inconclusive by gentlemen who were accustomed to deal with native evidence, and particularly by the Honourable Board, which could not fail to be aware of the peculiar difficulties which for a long succession of years have opposed those who have laboured to expose the foul frauds, the wholesale bribery, the systematic falsehood, and cunningly-conducted intrigues which have procured for Baroda so unenviable a notoriety.

4. But I must plead guilty to an inability to express myself on all occasions so lucidly as I could wish. And never have I more deeply deplored obscurity of language, or mal-arrangement of arguments, than in reference to this case, conscious as I am that had I bestowed more care in the preparation of my report, dated 31st August 1848, I should have carried that full conviction to the mind of the Right honourable the Governor in Council of the guilt of the Hurry Bhugtee's firm which exists in my own.

5. While, however, I assume, as a matter beyond doubt, that the evidence I adduced was not tendered in a manner to carry conviction to the mind of the members of Government, I cannot but express my deep regret that in so heavy a charge as that of fraud having been brought against a firm enjoying the favour and protection of the British Government, I was not called on to amend my report, and supply such explanations as might have been found necessary to the thorough understanding of the case. For this there was ample time. I remained in Bombay nearly two months after despatching that report prior to my departure for Egppt During the which period I was a frequent visitor at your office, and I was in constant communication with the members of Government. And as you, Sir, must well remember, I repeatedly declared that if there were the slightest doubts on the parts of Government as to the commission of the alleged frauds, or as regarded the misconduct of the native agent in reference to them, or the Gorajee Pole case, which formed the subject of my report dated 7th September 1848, I was ready to clear them up, to explain what was obscure, and supply what was deficient; nay, so anxious was I that truth should be reached and the claims of justice satisfied, that I was ready to delay my departure for Egypt, were such a step requisite for the due investigation of the case.

6. Such having been the case, and no explanations having been demanded of me, I was certainly astonished to find, on my return to India, that a transaction had been passed over in silence which was, to my mind, grossly and transparently fraudulent. But though both grieved and surprised that no notice had been taken of the grave crime which I had charged, and, as I thought, substantiated, against the firm of Hurry Bhugtee, my amazement was still greater when I ascertained that Government had not deemed it necessary to express its sense of the conduct of that firm in attempting to extort from a member of the Guicowar family, a ward of Government, nearly three lakhs of rupees more than of right belonged to them, and of this piece of rascality the decision of Government had virtually convicted the house in question.

7. The firm of Hurry Bhugtee has for 40 years enjoyed the protection (bhandary) of the British Government, and this protection it is expressly stipulated should only be continued to it during its good conduct. How far the serious embarrassments it has caused to Government, the odium it has been the means

means of bringing on the British name, and its constant efforts to thwart the exertions of the British representatives by corrupting the native servants of Government, are consistent with good behaviour, I do not here pause to inquire; I simply beg to draw recollection to the fact, that in the 10th paragraph of my report, I directed attention to certain instances of misconduct on the part of its managing goomashta, Baba Nafra, which, during a period of 10 years, my predecessors had frequently brought to the notice of Government, and which seemed to me sufficiently demonstrative of how unworthy the firm was of the continuance and support of Government. To these derelictions were now added the crime of having attempted an enormous fraud on a member of a princely family under our guardianship. And yet, on my return to Baroda, I had the humiliation to find, not only that the bhandree enjoyed by Hurry Bhugtee's house had not been revoked, but that the nefarious goomashta, whose misconduct had led to a Government interdiction against visiting the Residency, had been admitted into the personal favour of my *locum tenens*.

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8. Nay, further; far from receiving any commendation from Government for the exertions I had made for vindicating their honour, which, as will be seen when I forward my report on "Khutput," is, I deeply regret to say, lightly esteemed at Baroda, I had the additional mortification of finding myself indirectly censured for having expressed a suspicion that Nursoo Luximon, the late native agent, was cognizant of the fraud attributed by me to Hurry Bhugtee.

9. Though not called for in your letter, the foregoing observations are neither irrelevant nor unnecessary. The proceedings of Government to which they refer have so strengthened the hands of the corrupt gang against whom I have had to contend, that it was proper I should recount them, as explanatory alike of the delay that has occurred in collecting the additional proofs called for, and of the fact that these are not more overwhelming than they are.

10. The evidence adduced by me in proof of the fraudulent substitution by Hurry Bhugtee of a cancelled or liquidated bond, bearing exorbitant interest, for the balance of a subsequent debt brought to account 10 years later, as submitted to Government on the 31st August 1848, may be thus briefly summarised: Two bonds were executed, with the cognizance of the Resident, in 1830, amounting in the aggregate to 32,002 rupees. In February 1833, Mr. Williams addressed a letter to Govind Row (in reply to a remonstrance by the latter at one-third of his stipend being stopped for payment of his debts), apprising him that his debt to Hurry Bhugtee was to that amount, with interest accruing from the date of those bonds. And this circumstance, I endeavoured to show, might of itself be regarded as conclusive that there was not any other debt owing to that firm, least of all a debt larger in amount than that involved in the said bonds, arising from a third bond for 9,001 rupees, executed 10 years previous. I pointed out that from the wording of the item of 9,000 rupees, forming part of one of the bonds of 1830, it was obviously a balance struck, on making up the accounts to that year, transferred to the new loan. And I showed, that had this item been intended to answer for the bond of 1820, for 9,001 rupees, the date from which it was due would have been specified in the body of the new bond, the more especially as the old bond was at a different rate of interest (12 per cent.) from that pledged in the new one (9 per cent.), in which it was now represented to be embraced; and this, I reasonably assume, is likewise a conclusive proof that the item of 9,000 rupees could not be an acknowledgment of the bond executed in 1820. I further pointed out that soucars made it an invariable practice never to conclude the figures of a bond with a cypher, although a mere balance of debt might be so exhibited; consequently, that the item of 9,000 rupees embodied in the bond of 1830, could not represent the bond for 9,001 rupees of 1820. I showed, moreover, that when Hurry Bhugtee applied at the Residency for payment in 1842 and 1845, the accounts then given in were less in amount by 81,000 rupees, than they would have been had the bond for 1820 been included, even admitting the higher rate of interest then claimed, than was borne on the bonds for 1830.

11. It was thus, I thought, rendered obvious that the bond bearing date 1820 had previously been liquidated, but which, with the usual improvidence of his class, had not been demanded by Govind Row. However that might be, the

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attempt to impose that engagement as having been embraced in the bonds endorsed by the Resident in 1830, was, I deemed, an undoubted fraud; and the prevaricating replies of the gomashta, Baba Nafra, and of his supposed abettor, Nursoo Luximon (the then native agent), appended to my report, must, I think, confirm that judgment in the opinion of any one who carefully studies them.

12. Such is a mere outline of the case as reported in August 1848. I now proceed to detail the further evidence which has since been obtained, and which is such, I confidently think, as must clear up any doubts in the matter which might still remain on the minds of the Honourable Board; ere doing so, however, I beg to explain, in apology for the delay which has occurred in replying to Mr. Goldsmid's communication, that I purposely deferred further proceedings until relieved from the presence of the late native agent, having reason to believe that he would indirectly interpose every obstacle to the inquiry in his power, my former suspicion of his corrupt collusion with this firm having been converted into certainty by subsequent revelations. This I state advisedly, and without any apprehension of again incurring the displeasure of Government for questioning the honesty of that individual, being now in a position to prove the fact, which I shall do when the more important matters which now engage my time have been disposed of.

13. I had been deterred on the previous occasion from seeking any information from Govind Row Guicowar himself, owing to an impression, which I had unconsciously received from those interested in maligning the unfortunate man (who I never saw), that he is utterly imbecile. It had latterly come to my knowledge, however, that although decrepit in body, Govind Row is by no means deficient in sense; and accordingly I requested Mr. Jenkins, the magistrate at Ahmedabad, to examine him on the subject of the two bonds of 1830, provided he (Mr. Jenkins) found that he was really capable of comprehending the subject. That gentleman had interviews with Govind Row Guicowar on the 10th and 15th June, a translation of whose brief examination of him is annexed (No. 1). In forwarding which, Mr. Jenkins thus testifies to the mental state of that person: "I assure you that it is quite a mistake to suppose Govind Row Guicowar to be either mad or imbecile, although he may pretend to be so occasionally. I consider him, on the contrary, to be a shrewd and intelligent man enough."

No. 1.

14. Having little expectation that Govindrow would have any distinct recollection even of the more recent bonds of 1830, I confined my inquiry, in the first instance, to them alone; and all that passed between Mr. Jenkins and him at their first interview, were the following question and reply:

"*Q.* In October 1830 you passed two bonds for money borrowed from the firm of Hurry Bhugtee; in what way did you receive the amount?—*A.* Originally my late father, Futteysing Row, borrowed 9,000 rupees from Hurry Bhugtee, and having calculated its interest, I passed a bond of 19,001 rupees to Hurry Bhugtee, but in what year I do not recollect. The bond bears my signature. Afterwards I went to Surat, when my mother (Radhabaee) borrowed 13,001 rupees from Hurry Bhugtee, and passed a bond for it, which was not signed by me, but by my mother. I had the accounts by me, but they have been mislaid. The accounts of the firm of Hurry Bhugtee must be correct."

15. From thisi t would appear that Govind Row is under the impression that a former debt, incurred by his adoptive father, was made up with interest, and charged to him in the bond for 19,001 rupees, by which he must of course mean a balance of the former debt, for had no portion of the principal and interest of the asserted bond of 1820 been liquidated, the whole debt accruing therefrom at 1 per cent. per mensem (the terms of the bond) would have amounted in October 1830 to *Rs* .30,813. 5. 6. But it is evident from the after examination of Govind Row regarding that bond (in the course of which he somewhat contradicts himself on the subject of the signatures of the bonds executed in 1830), that he has a very confused idea of the transaction of 1820, and no wonder, for he was then a mere child; his adoption having taken place only 19 months previous. But he again alludes to the debt of 9,000 rupees, as having originally been incurred by his adoptive father (Baba Sahib), and probably it may have been so, as in the extract from the chopras (Appendix, No. 2), purporting to be for 1820, that sum is partly made up of former items; but the balance of cash represented

No. 2.

as

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is having been paid when the account was made up, must have been received by his adoptive mother, the late Radhabaee, who is not likely to have allowed such a mere boy as her adopted son then was, to have any concern in pecuniary transactions.

16. A new and very carefully executed translation of the bond of 1820 is annexed (No. 3), an examination of which will show its illegality in form, and incompleteness in composition. The space where the name of the creditor should be inserted is left blank; and the document, instead of being signed in Govind Row's name, has merely two letters attached to it, which may perhaps have been intended to represent Govind Row's signature, in the manner assumed by the head of the Guicowar State alone. As, however, Radhabaee at that time asserted pretensions to the Gadee on behalf of Govind Row, it is very possible she may have so signed the bond on his account; but whenever the royal signature is thus attached to any document, the paper is always headed by certain words, in which this bond is deficient, and without which it could not be regarded as representing the sign manual of any one. This will be better understood after a perusal of the examination of one of the principal gomashtas of Hurry Bhugtee's firm, appended No. 4. No. 4.

17. This alone would, I believe, cause the document to be rejected in the British Adawlut, or any native court, even could the legality be admitted of any bond or written engagement entered into by Govind Row when under age, which undoubtedly he was at the time of the transaction, when he could not have been above 10 or 12 years old, his adoption having taken place only 19 months prior to the date of the bond; but the deed is otherwise, on its own showing, inadmissible. It is therein written, that "From the first payment of nemnook, I will liquidate the amount of this bond;" now, the permanent nemnook of Govind Row, as well as of Radhabaee, was finally fixed, and first regularly paid in 1826. It was then, and for four years afterwards, paid through the firm of Hurry Bhugtee, moreover, who had the power, and if the bond is genuine, also the right, to defray its own claim from the funds of the debtor which passed through its hands. If the firm, so unlikely to neglect its own interests, did not then avail itself of that power and right, it is an extraordinary instance of self-denial; so much so, that I certainly could not credit it; and at all events, it is so very improbable, that I myself should require something more than the mere assertion by the creditor to the fact, were his claim of a less doubtful complexion in other respects. It will be observed, on reference to No. 4, that the answers of one of the gomashtas of the firm in Baba Nafra's interests (who was questioned in the presence of several other gomashtas of the same house, which he represented on the occasion), are by no means such as to clear up any doubts on the above points.

18. The chopras of the firm for the last four years having been brought to the Residency in the course of investigation in another case, those for 1846, 1847, and 1848 were examined, for the purpose of tracing this account up to the time when it was presented to me in the latter year; but no other notice of any transaction with Govind Row was found, beyond a credit in his favour for two items which had been paid from the Residency. The chopras for 1820 were then called for, from which the extract No. 2 was taken, and those for 1830, in which items of money paid, amounting to 13,001 and 10,001 rupees are recorded; and in the kata (account) chopra of that year reference is made to a former debt of 9,000 rupees, which, if true, would tend to substantiate the sowkar's claim; but that item is not debited in any of the other chopras of this firm (in relation to other matters, which will hereafter be reported); that no reliance whatever is to be placed in them; for it is plain that the books of Hurry Bhugtee have been tampered with respecting other concerns, as they may have been in this. It will be found, moreover, from the examination of one of the gomashtas representing the firm (No. 5), taken in the presence of several others, that no satisfactory explanation has been afforded on the points adverted to in this paragraph. No. 5.

19. In conclusion, I beg to refer the Honourable Board to Appendix No. 6, being translation of replies which I obtained from the principal sowcars of Baroda, to queries put to them through the Durbar. From the answer to the first question it will be observed, that according to sowcaree custom, if the amount of an old deed for 9,001 rupees is entered into a new bond, the whole amount should be No. 6.

Charges against Nursoo Punt.

entered, without the omission of the odd one rupee, as has been done in this instance, if the item of 9,000 rupees represents that bond. Secondly, as to the entering of an old engagement on executing a new bond, it is vaguely stated that "the amount of the old bond is entered in it, with interest up to the date of the new bond, but that if the interest of the old bond has been calculated, the principal alone is to be entered in the new bond;" it appears to stand to reason, therefore that, in the latter case, the date of the old bond would be specified in the new engagement. The sowcars have omitted to state this in their reply to the second question, but they do so in that to the third. Thirdly, they state that "if the rate of interest of the old and new bond be alike, it is not necessary to specify the rate of the former, unless it be otherwise;" which is conclusive against the claim under consideration, for the rate of interest on the bond of 1820 is at 12 per cent., whereas that on the bond of 1830 is at 9 per cent., at which separate rates the accounts were made up by the firm, which were handed up in 1848 with my former report; yet nothing is specified respecting a different rate of interest for the portion of the latter said to represent the deed of 1820. Fourthly, the sowcars admit that it is customary, in a bond for money advanced, to write the figure one in lieu of the last cypher; but they add, "if both parties have no doubt about it, an even sum can be entered on the bond," which may tell either for or against the item of 9,000 rupees, as it is impossible to know what both parties thought of the matter when the bond was executed. Although it is evident from Govind Row Guicowar's answers to Mr. Jenkins, that he is now under the impression that the bond for 19,001 rupees, executed in 1830, included whatever was due on any former debt, made up with interest.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency, 30 July 1850.

No. 1.

TRANSLATION of *Govind Row Guicowar's* Deposition, taken before Mr. Jenkins, on 10 June 1850, at Ahmedabad.

Question. IN October 1830 you passed two bonds for money borrowed from the firm of Hurry Bhugtee. In what way did you receive the amount?—*Answer.* Originally my late father, Futtehsing Row, borrowed 9,000 rupees from Hurree Bhugtee, and having calculated its interest, &c., I passed a bond of 19,001 rupees to Hurree Bhugtee, but in what year I do not recollect. The bond bears my signature. Afterwards I went to Surat, when my mother borrowed 13,001 rupees from Hurree Bhugtee, and passed a bond for it, which was not signed by me, but by my mother. I had the accounts by me, but they have been mislaid. The accounts of the firm of Hurree Bhugtee must be correct.

Questions put by Mr. Jenkins to *Govind Row Guicowar*, on the 15th June 1850.

Q. What sum of money did you borrow from the firm of Hurree Bhugtee for your expenses?—*A.* About 30 years ago, 9,000 rupees babasye were borrowed from Hurree Bhugtee in the time of Baba Sahib. Afterwards I went to Surat. How much money my mother borrowed I do not know. Mr. Williams sent the accounts to me at Surat, and wrote to me that a settlement had been made to pay Hurree Bhugtee 33,000 rupees on account of the two bonds, viz., one of 13,000 rupees, and the other of 19,000 rupees; that 300 rupees monthly will be paid to Hurry Bhugtee from the 900 rupees allowed for my support; but I objected to this arrangement, and refused to sign the paper of settlement. I went to Surat in Sumvut 1877-78 (A.D. 1821-22), and the bond for 13,000 rupees above-mentioned bears my signature, but the one for 1,900* rupees was not signed by me.

Where is the bond for 9,000 rupees originally taken from Hurry Bhugtee?—Whether the Saheb has got it, or Hurry Bhugtee, I do not know.

Mr. Williams wrote you a letter at Surat about the settlement of the two bonds, viz., 13,000 rupees and 19,000 rupees, in which you were told that the bond for 9,000 rupees was cancelled; is this true?—I do not recollect.

(signed) *Govind Row Guicowar.*

(True translation.)

(signed) M. Battye, Assistant Resident.

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No. 2.

TRANSLATED Extract from the Chopra regarding Govindrow Futtehsing, copied 5 July 1850.

Dr.		*Cr.*		
	Memo. page 104, Sumvut 1876 (A.D. 1820).			
	Rs. a. p.		*Rs.*	*a. p.*
Bappoo Balla - - - -		Maha Vud 9th (February 8th) Mungul (Tuesday), paid to Gokulbhaee - - - -	2,000	– –
		Maha Vud 14 (February 13th) ditto, ditto - - - -	2,000	– –
		Rs.	4,000	– –
Bappoo, *vide* page 123: To your debit, *vide* page 137 - -	7,000 – –	Fagun Sood 1st (February 14th) paid Gella for Gokulbhaee -	1,000	– –
		Fagund Sood 10th (February 23d) paid to Petambeer Chupra -	1,125	– –
		Fagun Sood 11th (February 24th), viz. Paid Peetamber - *Rs.* 735 „ Vutow Khota - - 140	875	– –
		Amount paid on jewels - -	4,000	– –
		Seven thousand *Rs.*	7,000	– –
Khata Vye (Ledger), page 69 - -		Interest at 1 per cent: Khirdar, page 137, Fagun Vud 5th (March 5th). one chittee; on which the amount has been paid to you: Ready cash - - *Rs.* 6,860 Interest munotee - - 140	7,000	– –
		Deducted for one month previously, for Maha Vud 5th (February 4th). Paid to Bhaoo Harroo for Rowjee Gurroor, and debited to you as above, in page 123; Khurda, page 154, paid on Chytre Sood 6th (20th March), to Juggeevun Nurseegandee as follows; 1,960 (500, 235, and 1,225) rupees; interest and munotee 40 rupees - -	2,000	– –
		In lieu of these sums a bond has been given for - *Rs.*	9,000	– –

(True translation.)

(signed) *M. Battye,* Assistant Resident.

Charges against Nursoo Punt.

No. 3.

TRANSLATION of a Bond written in the Name of Govindrow bin Futtehsingrow Guicowar, Debtor to Creditor.

Dated Friday, 5th Magh vud, Sumvut 1876 (corresponding with 4 February 1821).

THE reason of writing is, that I have received for my own use the sum of principal (9,001) rupees nine thousand and one; its interest and munotee for one month having been deducted and paid, henceforth interest at one per cent. per mensem shall be always (chaloo) paid.

This is signed ꝺ ꝺ.

From the first payment of my nemnook I will liquidate the amount of this bond.

(More literally.)

When the first amount comes on account of my nemnook, I will pay from it on account of this bond.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

No. 4.

TRANSLATE of the Statement of *Echaram Vunarsee*, Goomashta of the Firm of Hurree Bhugtee; dated 29 July 1850.

Question. A BOND was passed by Govindrow Guicowar to Hurree Bhugtee for the sum of 9,001 rupees, dated 5th February 1820, and Futtehsingrow Guikwar adopted Govindrow on the 22d June 1818, the day after his death; he was then quite a child, and 19 months after the adoption the bond was written. It being contrary to the rules of the Shaster, and the world, to acknowledge the signature of a boy under the age of 16 years, how is it that you accepted his signature to the bond?—*Answer.* It is now 30 years since the bond was written; Sewlal Paruk was then mooneem of the firm; I was not then in the Baroda firm, and only came to it in the year 1903 (A. D. 1847); how, therefore, can I know anything about it. Until a boy has attained the age of 16, his signature is not recognised on any official document.

In the bond of 1820, for 9,001 rupees, it is written that the amount shall be made good from the first payment of nemnook, and in the year 1826 the first payment was made to Govindrow through your firm; how was it then that, according to the bond, you did not recover the amount?— Sewlal Paruk and Gokulbhoy were at that time in charge of the firm. They are since dead; and I know not whether they ever asked Govindrow Guikowar for the money or not, or what reply they got from him.

If you do not know, who does?—Dulputram is an old servant, and may know.

On the 6th July 1848, a yad came from your firm of claims against Govindrow, but on examining the original bond produced, it does not appear to be signed by Govindrow; moreover, he was then under age; what grounds have you, therefore, for establishing a claim against him?—The original bond I have produced, but I can't say why it was not signed by Govindrow, or by the person who penned it.

Would any sowkar acknowledge a bond neither signed or endorsed by the writer?—Govindrow's name is not attached to the end of the bond, neither is the document indorsed by the writer, but the two letters (ꝺ ꝺ) are written.

There are two letters (ꝺ ꝺ) at the foot of the bond, but the words "gujamund," or "shumsher," &c., which it is customary to write at the head of such documents, do not appear on the bond in question; without such marks would any bond, merely bearing the two letters (ꝺ ꝺ), be recognised?—These marks are merely a private custom of Govindrow's; why they were not made, the person then in charge of the firm must know.

On looking at the bond of 1820, it seems that the name of the person from whom the money was obtained is not written; is it customary to write a bond in that way, and would such a document be acknowledged?—Why the name of the money-lender was not specified the wywutdar knows; but it certainly is customary to pass bonds of that description.

You are a goomashta of the well-known firm of Hurree Bhugtee; in your firm is it customary to write such bonds?—In other firms such is the custom; but I can't say whether it is so with our firm without making inquiry, when I will inform you.

STATEMENT of *Dulputram Keshoolal*, Goomashta of Hurree Bhugtee; 29 July 1850.

Question. REGARDING the bond which Govindrow Guicowar passed to Hurree Bhugtee in 1820, for 9,001 rupees; I have just taken the deposition of Goomashta Echaram, in which he says you are acquainted with the circumstances of the case; state what you know on the subject, and how many years you have served the firm?—*Answer.* I have served the firm from the time of my father; but Sewlall Paruk and Vunarshee Paruk had the management of the firm, and I was serving under them as goomashta, and did as they told me; therefore, with regard to the bond in question, I know nothing.

(True translations.)

(signed) *M. Battye*, Assistant Resident.

Charges against Nursoo Pu[illegible]t.

No. 5.

TRANSLATE of the Statement of *Damodhur Echaram*, Mooneem of the firm of Samul Bhugtee, before the Resident, on 15 July 1850.

Question. POINT out in your chopras of the years of 1902, 1903, and 1904 (A. D. 1846, 1847, 1848), the balance standing against Govindrow Guikwar on account of the bond for 9,000 rupees, which was given in the year 1876 (A. D. 1820), on which you claim, on account of interest up to 1904 (A. D. 1848), *Rs.* 1,91,863. 3. 9 ?*—*Answer.* It is not entered in the chopras, because the interest account had not been examined by both parties.

In your chopras 1903 (A. D. 1847), an account is open with Govindrow Guikwar,† but the balance due by him is not specified, though the amount received on his account is credited; does the amount now rendered include the sum you have received in his favour?—Yes, the sum has been carried to his credit in the account submitted.

You state that it is not customary to strike a balance in your chopras until the interest account has been made out and examined by both parties, but how is it that the principal is not debited?—For the same reason, the principal does not appear in the chopra.

Supposing that the interest account be not made out, is it not customary in all Guikwar transactions to enter in the chopras the amount of principal?—When a grand total is made up of the accounts of the firm, then it is customary to strike a balance of such items, but they are not annually calculated.

Since the year 1820 up to 1850, for how many years have you made up the grand total calculation of the accounts of the firm?—The accounts have been made up to the year 1843.

In the accounts which you say have been made up to 1843, have you not struck the balance of the principal (viz. 9,000) against Govindrow Guikwar?—I cannot reply to this question to-day.

When will you give a reply?—I will to-morrow examine the chopras, and answer you; I cannot do so without.

How is it that the accounts which you have produced do not appear in your chopras?—The accounts were calculated with interest from the bonds given in direct, without being entered in the chopras.

By whose order did you make out the accounts in this manner without entering them in the chopras?—The accounts were given as ordered by our mooneem, Baba Nafra.

Is it customary with sowcars to submit accounts to the sirkar without entering them in their chopras?—Before the accounts are examined, if required by the sirkar, it is customary to send them direct, as has been done in this case.

On the 30th July 1850, before the Resident.

Q. You said the other day, when questioned about the balance struck in 1843, that you would hereafter reply; now state how it is?—*A.* A balance of the principal due was struck in the accounts of 1820 up to 1841, and the amount received on account of nemnook in 1842 was deducted, and the balance again struck in 1843; the sums afterwards received were credited in the yearly chopras, but no balance was afterwards struck.

Is it not customary for sowcars, at each dewalee, to make up their accounts, and is not any balance remaining on their chopras at one dewallee carried to the new chopra with interest, supposing that during the year no other transactions take place?—If the account is made up, it is certainly customary to carry on the balance with interest, but with those accounts which are not compared, in many places it is customary to include such items in a kucha balance; and again, in many places, such is not permitted; this is their sowcar custom.

(True translation.)

30 July 1850. (signed) *M. Battye,* Assistant Resident.

No. 6.

Question. WHEN any one accepts a khut (bond) in which one or more rupees are specified above an even sum (such, for instance, as 9,001 rupees), and afterwards having occasion to enter into a new engagement, including the previous khut, is it customary to enter the old bond as an item of arrears, and as an even sum (9,000 rupees)?—*Answer.* If a new bond is made it is customary to enter the amount of the old bond in it; but if the odd rupee has not been paid, still the full amount should be entered.

2. If a sum of money is lent to a person who is already in a sowkar's debt, by whom a new bond is executed, including the sum then advanced, as well as the balance of the previous debt, is the former balance calculated with interest up to the date of the new bond, and the whole principal and interest included, or is merely the principal of the old debt included, and its interest left to be calculated separately?—In executing a new bond, the amount of the

* The account, No. 1, which accompanied my report, dated 31 August 1848, forming portion of the claim of 3,03,130 rupees then advanced.

† Showing merely the amount of items paid from the Residency.

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the old bond is entered in it with interest, calculating up to the date of the new bond. If the interest of the old bond has not been calculated, the principal alone is to be entered in the new bond. The person to whom money is due can calculate the interest of the old and new bonds, either separately or together, as he likes; such is the custom.

3. In executing a new bond, including the amount due on a previous bond, unless the old bond were annulled by the new engagement, would it not be necessary to specify the date of the old bond, and the rate of the interest payable on it, and if the old bond were annulled would not the entire amount due upon it be made up to the date of the new bond, and included in it, unless something was specified to the contrary?—If it is necessary to insert in the new bond the amount of the old bond, the date of it may be inserted in the new bond, if the accounts have not been made up. If the rate of interest of the old and new bond be alike, it is not necessary to specify the rate of the former unless it be otherwise. Such is the practice. But if the rate of interest of the old bond be different from the new, and the accounts of both are to be made up separately, it is necessary to make an entry in the new bond, showing that there is a bond for such an amount. If the amount of the old bond, with interest, be not entered in the new bond, or if the old bond itself is not specified in the new one, still the old bond cannot be annulled. If any payment is made, the amount is carried to the credit of the old bond, unless something is specified to the contrary. If any sums have been advanced after the old bond had been executed, the same are entered in the new bond.

4. Is it sowcarry custom ever to execute a bond for an even sum; is not an odd figure always substituted for the last 0, or an odd sum for the last two or more 0's; thus a 1,000 rupees bond would not be executed, but a bond for 1,001, or any other odd sum, would be executed?—In writing out a bond for money advanced, the figure 1 is placed in lieu of the last cypher; but if both parties have no doubt about it, an even sum can be entered by them in the bond.

(signed) By *Gopalrow Myral*,
and 10 other Bankers.

(True translation.)
(signed) M. Battye, Assistant Resident.

No. 10.

MINUTE by the Right Honourable the Governor.

COLONEL OUTRAM'S explanation in his second para. is so far correct, that his accusation was not that a claim was made on a forged bond, but that a false charge was made on the bond for 9,001 rupees. It is expressly stated in Mr. Reid's Minute, para. 13, that there have been no forgeries; the term "forged bond" has therefore been improperly used in our resolution on paras. 8 to 16 of the Honourable Court's despatch of the 14th March 1849, No. 13, and in the letters to the Resident at Baroda.

2. The actual accusation made by Colonel Outram in the 4th para. of his letter of the 31st August 1848 was, that the firm, to justify their claim for heavy interest on the sum of 9,000 rupees inserted in the document signed by Mr. Williams on the 29th October 1830, produced a bond for 9,001 rupees, dated 4th February 1820, which Colonel Outram, for the reasons adduced in his 4th para., stated could not have reference to the item of 9,000 rupees above alluded to, as entered in the document signed by Mr. Williams.

3. On the whole transaction I was much disposed to adopt Colonel Outram's recommendation to cancel the guarantee, but my honourable colleagues, Messrs. Reid and Willoughby, did not consider this measure advisable, and to their opinion I deferred.

4. The Honourable Court, however, in the 9th para. of their letter of the 14th March, informed us that, if it could be proved that the firm had substituted a false bond (bearing interest) for 9,001 rupees instead of a mere acknowledgment of a balance of debt, such an act would amount to a forfeiture of the Bhundaree.

5. Captain French having reported, on the 30th July 1849, that he was not aware that there were any grounds for the suspicion beyond those already reported by Colonel Outram, we forwarded his letter to the Honourable Court, who, in para. 14 and 15 of their letter of the 13th February last, direct us to take the matter into our serious consideration, "in order that, in the event of Colonel Outram's opinion being found to be correct," the Bhandaree may be annulled.

6. Colonel Outram, in para. 10 *et seq.* of his letter of the 30th July, now states the case against the banker.

7. The

7. The charge is, that Hurree Bhuktee substituted and cancelled a liquidated bond, bearing exorbitant interest, in the place of an acknowledgment of the balance of a subsequent debt brought to account 10 years later. Charges against Nursoo Pant.

8. He first shows that the whole of the debt due by Govindrao to Hurree Bhuktee in October 1800, which had been recognised by the Resident, amounted to the sum of 32,002 rupees, which was included in the two papers, one signed by the Assistant Resident, the other by the Resident, in which were included separate sums, one of an item due to Morleedhurdas, which was paid by Hurree Buktee - - - - - - - - - - - *Rs.* 13,001
A new debt of - - - - - - - - - - 10,001
"Arrears due to you as per my bond now in your possession" - 9,000
Rs. 32,002

this latter being the item, the transaction relative to which we are now considering.

9. It appears to me, that the sum of 9,000 rupees entered in the bond signed by Mr. Williams, whether it was intended to represent the sum of 9,001 rupees, the amount of the former bond, or whether it was the balance of a debt struck up to the day in which it was entered in the new bond, must have been intended by the Resident to represent the sum due on that day to Hurree Bhuktee.

10. I cannot, from Colonel Outram's report, decide satisfactorily to myself whether it represented the sum of 9,000 rupees mentioned in the former bond, or whether it was a balance of another debt. It does not appear impossible that it may have been the former, thus entered as the only chance of securing repayment, the odd rupee being omitted, that the new debt of 10,001 rupees might be correctly entered, and still that the total amount might contain the odd sum of one rupee, stated by Colonel Outram to be the custom in banking transactions.

11. But whatever sum it represented, it seems to me that the claim of the banker to repayment on the terms of the old bond for 9,001 rupees was fraudulent, and I am of opinion, that as the firm is bound by the acts of its managing gomashta, the guarantee might, under the despatch of the Honourable Court, be annulled, but as we have lately had reason very much to suspect the criminality of Baba Nafra, the gomashta, although the official documents containing the accounts of the examination into his supposed delinquency have not yet reached Government, it may be a question how far we should hold the firm, its present head being a minor, bound by his acts. On this point, I should be glad of the opinion of my colleagues.

With reference to the 5th and 6th paras. of Colonel Outram's letter, I would observe, that our minutes on Colonel Outram's letter date between the 20th November and 9th December. As Colonel Outram left about the end of October, or beginning of November, it is obvious that no communication could have been made to him on the subject during his stay in Bombay.

(signed) *Falkland.*

11 November 1850.

MINUTE by the Honourable Mr. *Willoughby.*

I THINK the final decision on the question of this guarantee had better be postponed until the Resident's expected report regarding the misconduct of Baba Nafra is before us. He is an unprincipled man, and although, strictly speaking, the firm is answerable for the deeds of its managing agent, the head of the firm is an infant.

(signed) *J. P. Willoughby.*

16 November 1850.

Charges against Nursoo Punt.

No. 12.

MINUTE by the Honourable Mr. *Blane*.

1. I AM unable from Colonel Outram's recital of the case, which the Honourable Court remark in para. 15 of their despatch of 13th February last, certainly was not brought very clearly before Government, to comprehend distinctly in what the fraud is alleged to consist.

2. Colonel Outram, in his letter of 31st August 1848, commences by stating that he had received a yad addressed to him "by Purshotum Bechur, of the firm of Hurree Bhugtee, dated 5th instant, preferring claims on Govind Rao Gaekwar for sums advanced on the bonds as follows":

"One dated 27th October 1830, for 19,001 rupees, at 9 per cent. compound interest, endorsed by Mr. Williams (said to include the liabilities of a previous bond, dated 4th February 1820, at 12 per cent. compound interest). The other, dated 21st October 1830, for 13,001 rupees, at 9 per cent. simple interest, to which is attached your signature as Assistant Resident. On which bonds *Rs.* 3,03,130. 9. 9 are now claimed as accumulated principal and interest up to the 31st ultimo."

3. The doubts and suspicions which Colonel Outram then proceeds to discuss are those occurring to himself, without apparently having heard what account of the matter the interested party, Govind Rao, had to give. This individual, who is now certified by the acting collector of Ahmedabad, Mr. Jenkins, "to be a shrewd and intelligent man enough," represents "originally my late father, Futteh Sing Rao, borrowed 9,000 rupees from Hurree Bhugtee, and having calculated its interest, &c., I passed a bond for 19,001 rupees to Hurree Bhugtee," &c.

Col. O. para. 13, 30 July 1850.

Enclosure No. 1 to the above.

4. Instead, therefore, of endeavouring to follow Colonel Outram's train of reasoning, I will offer a few remarks on the case in the light in which I am disposed to view it.

5. The yad presented to Colonel Outram was as follows:

"Translation of a yad from Purshotum Bechur, of the firm of Hurree Bhugtee, to the address of the Resident, dated 6 Shrawun Sood, St. 1904, (5th August 1848).

"I have had the honour to receive a yad from the Resident, under date 29th July 1848, (No. 181), in reply to my communication of the 13th Ashadvud 1904 (28th July 1848), calling for the accounts of Govind Row Futteh Sing's, and have now the honour to forward the under-mentioned documents up to 15th Ashadvud 1904 (30th July 1848).

"One bond for 19,001 rupees, bearing the signature of the Resident, Mr. Williams.

"In Govind Row Futteh Sing's bond for the sum of 19,001 rupees, he acknowledges to be in my debt 9,000 rupees, on account of arrears, with interest at 12 per cent. as stated in his bond; therefore, a separate account of interest at the above-mentioned rate is herewith forwarded.

"The sum of 10,001 rupees has been paid into the Residency Treasury, the interest of which has been settled in the bond for 19,001 rupees, at 9 per cent.

"Another bond for 13,001 rupees bears the Resident's signature, which amount has been paid into the treasury, and the rate of interest settled at 9 per cent; therefore the account, with interest of this amount, and the 10,001, above alluded to, being a total of 23,000 rupees, at 9 per cent., is herewith forwarded."

"The accounts above alluded to are herewith enclosed for your information, and I have to request the favour of your ordering the money to be paid to me as heretofore."

6. Of this document, the wording will be seen to be very indefinite. A bond for 19,001 rupees is first alluded to, but in the statement accompanying the yad, this sum is broken up into one for 9,000 rupees, on which interest is calculated at 12 per cent., and another of 10,001 rupees, which is added to the amount of a second bond, making a sum of 23,001 rupees, calculated at 9 per cent., the aggregate of the whole thus calculated being *Rs.* 303,130. 9. 9.

7. The

Charges against Nursoo Puut.

7. The original bond, or rather perhaps to be designated a receipt, for 9,001 rupees, is as follows:

"Translation of a copy of a bond, passed by Govind Row Futteh Sing Gaekwar, to (name not specified), dated 5 Magh Vud 1876 (A. D. 4 February 1820).

"I have received from you the sum of 9,001 rupees for my expenditure, one month's interest and munotee for which has been paid to you in advance, and afterwards interest at 12 per cent. shall be paid. This is signed by me.

"This amount shall be liquidated from the first payment of my nemnook."

8. The second bond or receipt is as follows:

"Translation of a copy of a bond, passed by Govind Rao Guicowar to Hurree Bhugtee Paruk, 14th Kartik Sood 1887 (30 October 1830).

"The following is an account of the money which I have received from you:

	Rs.
"Arrears due to you, as per my bond now in your possession - -	9,000
"Amount received, on the 14th Kartik Sood (30 October), for which I have agreed to pay 9 per cent. interest, without remission, the account of interest to be made up annually - - - - - - -	10,001

"The above sum of 19,001 rupees, which I have received from you, shall be liquidated directly my affairs are settled.

"This bond has been written by order of Radhabaee.

"Written by Rowjee Narrain Shastree.

(signed) "*James Williams*, Resident."

"29 October 1830."

9. Regarding the third bond for 13,001 rupees, there appears to be no dispute, but I enter it for facility of reference.

"Translation of a bond passed by Govind Row Guikwar to Hurree Bhugtee Paruk, dated 5th Kartik Sood 1887 (22 October 1830).

"The following is a statement of the money which I have drawn from you, and placed in your hands, to pay off money borrowed from sowkars Moorlee Durdass, amounting to 13,001 rupees, for which you must obtain this receipt:

	Rs.	*a.*	*p.*
"According to my bond, dated 1st Poush Vud 1884 (3 January 1828) - - - - - - - - - - - -	6,511	2	–
"Agreeably to my bond, dated 5th Magh Wud 1884 (6 February 1828) - - - - - - - - - - - -	4,101	–	–

"And also on account of another bond (amount not specified).

"The above sum of 13,001 rupees I agree to pay with interest at 9 per cent., when my affairs are settled.

"This bond was written, by order of Radhabaee, by her karkoon, Narron Shastree.

"Radhabaee's carcoon, having come to the Residency, has given this note to Hurree Bhugtee, with the Resident's consent, this 21st day of December, A. D. 1830."

(signed) *A. Malet.*
Assistant Resident.

10. From the wording of the second bond or receipt, the most obvious inference would be, that the balance of the original debt had been settled at 9,000 rupees, and this is in accordance with Govind Rao's assertion. Since, however, the item of 9,000 rupees is entered separately, and the new loan only, and not the aggregate, specified to bear interest at 9 per cent., the document would bear the interpretation of the old debt being continued on its own terms, if to be deduced solely from the wording of it.

11. But it comes now to notice two subsequent yads given in by the firm.

12. The first is as follows:

"Translation of a memorandum by Hurree Bhugtee of the amount due to him by Govind Rao Guikwar, up to the 10th Falgoon Shood (22 March), year Sumvut 1898 (1841-42).

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	Rs.	a.	p.
"As per bonds for principal, bearing the Sahib's signature	32,002	–	–
" Interest at 9 per cent. per annum on the above sum, according to agreement, as per separate statement	95,693	14	–
Total *Rs.*	1,27,695	14	–

" Orders must be given for the liquidation of this amount.

" Received at the Residency on the 28th March 1842."

13. The second is as follows :

" Translation of a yad from the firm of Hurree Bhugtee, dated 7th Ashad Sood 1901 (11 July 1845).

" The following is a detailed statement of money due by Govind Row Futteh Sing to our firm, for which the British Government are security, amounting to

principal			*Rs.*		32,002 – –
" On account of a khut, dated 5 Kartik Sood 1887 (22 October 1830) bearing the signature of the Resident			13,001	– –	
" As per khut, dated 14 Kartik Sood 1887 (30 October 1830) bearing the Resident's signature			19,001	– –	
Total *Rs.*					32,002 – –
"Interest on this sum up to 2d Kartik Sood 1898 (27 Oct. 1841)					91,693 – –
Total *Rs.*					1,23,695 14 –

" To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply, I was told that orders had been received for the payment of my claim, principal and interest, and that the balance of Govind Row Gaekwar's money would be paid to me on account, and that in future whatever balance remained after paying Govind Row, would be made over to me. I have received payment accordingly, as per separate statement."

14. In both of these yads the two sums of 13,001 and 19,001 rupees are entered entire, and distinctly indicated to constitue the whole claim.

15. The explanation now given by "Baba Nafra" of these "yads" is as follows, extracted from a translation of questions put to him by the Resident, forming an accompaniment to Colonel Outram's letter of 31st August, 1848.

" The former yads given by me for 9 per cent., was at the request of the karbharee, after consulting on the subject and speaking to the shet, but there was no agreement written to receive the interest at that rate, neither was it written that we would not receive interest according to the terms of the bond; the yads were drawn out in the hope that our claim would be adjusted at once, and I am now willing to receive payment at the rate mentioned in those yads."

16. This explanation can, however, I think, be regared only as an evasion. The yads may have been drawn up under some understanding as to the date to which the interest was to be charged, but the sums being shown entire, clearly establishes that the item of 9,000 rupees was a balance, and not a principal liable to interest from a former date. That its being so treated, in the accompaniment to the yad of 1848, was an attempt at fraud, is therefore to my mind a conclusion which cannot be avoided.

17. The notice to be taken of this attempt at fraud, if to be so considered, may, I think, be left for decision until the inquiry into the conduct of "Baba Nafra," now in progress, shall have been completed and reported to Government.

18. I cannot

18. I cannot but view the tone of Colonel Outram's remarks as most disrespectful to Government; but as they relate to proceedings anterior to my becoming a member of the Board, it would perhaps be out of place for me to attach more weight to this point than the then members may deem it to deserve. Charges against Nursoo Punt.

25 November 1850. (signed) *D. A. Blane.*

MINUTE by the Honourable the Governor, concurred in by the Board. No. 13.

I HAVE no objection to defer our decision on this case until the receipt of a report from the Resident on "Baba Nafra," the Gomashta of Hurree Bhugtee's firm.

10 December 1850. (signed) *Falkland.*
W. Cotton.
J. P. Willoughby.
D. A. Bane.

No. 2 of 1851.—Political Department. No. 14.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, 179, dated the 3d July last, with enclosures reporting on the substitution of a forged bond, by the firm of Hurree Bhugtee, in support of their claims against Govind Rao Gaekwar, and to inform you that the decision of Government in this case will be deferred pending the receipt of your report regarding the misconduct of Baba Nafra, the gomashta of that firm.

I have, &c.

Bombay Castle, 2 January 1851. (signed) *A. Malet,* Chief Secretary.

(True extract.)

(signed) A. Malet, Chief Secetary.

Extract Bombay Political Consultation, May 1852.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Bell* and the Honourable Mr. *Warden.*

1. IT was resolved in December 1850 that we should abstain, until after the disposal of the charge then under consideration against Baba Nafra (Gomasta of the banking firm of Hurree Bhugtee), in the case of Joetabhaee Setanee, from passing any final decision on the charge made by Lieutenant-colonel Outram against that firm, of having, with the object of defrauding Govind Rao Gaekwar, substituted a cancelled or liquidated bond, bearing exorbitant interest, in the place of an acknowledgment of the balance of a subsequent debt brought to account 10 years later.

2. The above proceedings having been reported to the Honourable the Court of Directors, that authority in reply, in a despatch dated the 2d January last, observed as follows:—

"On the receipt of our letter, dated 15th February 1850, previous to which you had entirely passed over the grave accusations brought by Lieutenant-colonel Outram, against the firm of Hurree Bhugtee, you called on that officer for a further report, which, bearing date 30th July 1850, is now transmitted to us. After a careful perusal of that document, and of the minutes of the members of your Government thereupon, we cannot entertain any doubt that the charge brought by Lieutenant-colonel Outram is well-grounded. The firm had put forward a bond for 9,001 rupees, dated in 1820, as still in force, and have claimed interest from that date, although in truth the whole of the claims

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on that bond, for interest and principal, were adjusted in 1832, and a balance struck, which balance, amounting to 9,000 rupees, was acknowledged in a bond executed at that time. The claim itself was disallowed by your Government in 1848, and the only question is, whether the transaction was fraudulent, and would justify the withdrawing of your bhandary from the firm. We are satisfied that it was fraudulent, and although the present head of the firm is an infant, and the fraud was committed by Baba Nafra, the managing agent (or rather, we believe, managing partner), the firm may be made answerable for all acts done by it as a firm.

"You have deferred coming to any resolution until you shall have received reports from Lieutenant-colonel Outram on some other misconduct ascribed to Baba Nafra. We also shall wait for these reports before issuing any orders on the subject now before us."

3. Baba Nafra, since the above proceedings were reported to the Honourable Court, has been found guilty by a punchayet appointed by his Highness the Gaekwar, of part of the charges above alluded to, and has in consequence been sentenced by his Highness to be imprisoned for the period of seven years.

4. In addition to the misdeeds of this person, which I have now alluded to, I find that on the 20th July 1827, Mr. J. P. Willoughby, Acting Resident at Baroda, stated that sums of money in aid of intrigues at Bombay had been forwarded by the Gaekwar through Hurree Bhugtee's house.

5 In 1837, in a letter, dated 20th November, Mr. A. Malet, then in charge at Baroda, reported that bribes had been given by the firm to persons connected with the residency; and on the 15th December he brought to notice the ill-conduct of Baba Nafra, the gomashta of the firm, with reference to the pagah of Soobhaeejee Pol, Mr. Sutherland on the 31st May 1839 corroborated this report.

6. In 1841 Sir J. Carnac interdicted Baba Nafra from all intercourse with the residency, and he is stated to be one of those evil-disposed persons who should not be employed by the Gaekwar in any matter concerning the British Government or the guarantee.

7. We have already decided that this person, Baba Nafra, or, more correctly, Wamun Rao Venkutesh, is not a participator in the guarantee enjoyed by the firm of Hurree Bhugtee; it is now for consideration whether the firm itself is answerable for the misdeeds alluded to.

8. The matters noticed in the 3d to 5th paras. of this minute occurred when, although Baba Nafra was the goomashta of the firm, the head of it was of mature age, and of course responsible; and during his life-time his retention in his service of this person, and at his death, his vesting him with such power, clearly, in my opinion, makes the firm responsible for his acts, and would no doubt justify the withdrawal of our guarantee.

9. The only argument against this is the injury that such a course would inflict on the widow and the minor, who is now the head of the house, and on this account I am disposed to refer the matter for the disposal of the Home Government:

(signed) *Falkland.*
A. Bell.
J. Warden.

22 March 1852.

(True extract.)

(signed) H. E. Goldsmid,
Secretary to Government.

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Political Department, 31 January (No. 5) 1849.

To the Honourable the Court of Directors for Affairs of the Honourable East India Company, London.

Honourable Sirs,

In continuation of our despatch dated the 7th August, No. 120, of 1848, and as connected with that dated the 16th December, No. 176, of 1848, we beg to submit copy of a letter from Lieutenant-colonel Outram, C. B., Resident at Baroda, dated the 7th September last, reporting the result of his inquiries into the affairs of Gorajee Pol, a pagadar of the Baroda state, who holds the guarantee of the British Government, and on the pecuniary claims advanced against that individual by Paruk Jugjeewun Kandas.

2. For our sentiments upon the several points embraced in the above report, we beg to refer to a Minute recorded on the 28th ultimo, by our Right honourable President, which has been concurred in by his Excellency the Commander-in-chief, and by the Honourable Mr. Reid, and to one dated the 30th ultimo, by the Honourable Mr. Willoughby, concurred in by the Board.

3. In submitting this report, Lieutenant-colonel Outram complained that Nursoo Luximon, commonly called Nursoo Punt, the native agent to the Resident at Baroda, had not assisted him as he ought to have done in the investigation of this case, but that he felt unable to state whether this had proceeded from apathy and most blamable carelessness, or from culpable collusion with Paruk Jugjeewan Kandas, in the frauds which the latter has been carrying on in connexion with Gorajee Pol's affairs.

4. After the most careful consideration of the proceedings forwarded by Lieutenant-colonel Outram, we have been unable to discover that any grounds exist for either of the above imputations. On the contrary, we see no reason for imputing the smallest culpability to Nursoo Luximon in the instances mentioned by Lieutenant-colonel Outram, nor for suspecting that his conduct has been other than that of a faithful servant of Government.

5. Lieutenant-colonel Outram further stated in the above report, that in consequence of his considering that he had grounds for mistrusting the impartiality and integrity of Nursoo Luximon in his (Lieutenant-colonel Outram's) investigation into the affairs of Gorajee Pol, he had obtained aid in this investigation from an individual named Venak Moreshwur Furkey, who was, on the 20th March 1844, decided by Government to be "a very unfit person to be employed in any political capacity, and more especially so in the important situation of native agent at Baroda." We therefore disapproved of Colonel Outram's conduct on this occasion.

6. Being satisfied of the innocence of Nursoo Luximon in the instances of misconduct imputed to him by Lieutenant-colonel Outram, in connexion with the affairs of Gorajee Pol, and also in those of Govind Rao Gaekwar,* we deemed proper to give him the option of withdrawing his resignation of his appointment as native agent at Baroda, should he be desirous of continuing in that situation. Nursoo Luximon having, in reply to this intimation, stated that he was no longer desirous of retiring from the service of Government, we have permitted him to remain in his appointment.

We have, &c.

(signed) *Falkland.*
Willoughby Cotton.
L. R. Reid.
J. P. Willoughby.

Bombay Castle, 31 January 1849.

* *Vide* our despatch dated 16 December, No. 176, of 1848, submitting a report on this case.

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Extract Political Letter from Bombay, dated 30 August (No. 84) 1849.

Para. 5. In continuation of our despatch, dated the 31st January, No. 5, of 1849, we beg to forward copy of a letter from Captain French, dated the 28th ultimo, submitting translation of a communication addressed to him on the 26th of the same month, by his Highness the Gaekwar, expressing his willingness to receive in perpetuity the nemnook villages of Soobanjee Pol, and to pay annually into the Baroda treasury for the Pol, in the currency of the country, and free of deduction on account of Poldaree, the full amount of the nemnook, viz., *Rs.* 7,193. 12.

6. For our sentiments upon this subject, we beg to refer to a minute, which, at the request of our Right honourable President, was recorded by the Honourable Mr. Willoughby on the 17th instant, which has been concurred in by the Board.

Extract Political Letter to Bombay, dated 28 November (No. 35) 1849.

Answer to Political Letter, dated 31 January (No. 5) 1849, paras. 1, 2 and 5, 6, of 30 August (No. 84) 1849.

Result of the inquiries by Lieut.-colonel Outram, Resident at Baroda, into the affairs of Gorajee Pol, a guaranteed pagadar, and the pecuniary claims advanced against him by Paruk Jujjeroun Kandas.

12. The paruk having received an assignment of Gorajee Pol's villages, is bound to account for the full amount of revenue collected. The patells of the villages having, by a contract with Gorajee Pol for seven years, made themselves responsible for the revenue to the amount of 5,700 rupees annually, and undertaken to give nisha security annually, and that contract having been made over to the paruk, any subsequent arrangement between him and the patells, made without the sanction of the Resident, or any omission by the paruk to take the nisha security to which he was entitled, cannot release the paruk from his obligation to Gorajee Pol, to whom he remains liable for the full amount of 5,700 rupees. On the other hand, 5,412 rupees annually is all that the paruk was required by his engagement actually to pay to Gorajee Pol; for the difference, therefore, he remains liable, though he may set it off against the advances unauthorised by the Resident, which he professes to have made to the Pol, each being at liberty to seek a judicial decision on the question from which side a balance is due.

13. The paruk has a further claim for all payments which he can prove that he made on account of arrears due to Gorajee Pol's pagah. This claim can be satisfied from the instalments in deposit of the Pol's allowance of 1,000 rupees per annum from the Guicowar.

14. Thus far our decision is in accordance with your proceedings. But we observe that Lieutenant-colonel Outram has set aside, without the paruk's consent, the contract under which he held the villages. This act was grounded by Lieutenant-colonel Outram on what he regarded as "gross mismanagement on the part of the paruk." As you do not seem to agree in this opinion, we scarcely think you were justified in sanctioning the measure founded on it.

15. We presume, however, that the proceeding is irrecoverable, as you have since acceded to a request of the Guicowar to be allowed to resume the villages, paying to Gorajee Pol the full amount of the nemnook, *Rs.* 7,193. 12. This arrangement is highly beneficial to the family, and we hope that it will terminate the embarrassments of this troublesome case.

(3 to 6.) Misconduct imputed by Lieut.-colonel Outram to Nursoo Punt, Native Agent to the Baroda Residency.

16. Lieutenant-colonel Outram was of opinion that in the case last adverted to, and also in that of Govind Rao Guicowar, the native agent had, by the suppression of facts, justified a suspicion of culpable collusion with some of the parties concerned. Your Government, after a searching analysis of the conduct of Nursoo Punt in both these instances, have, we observe, unanimously and entirely acquitted him of the imputed misconduct. You justly blamed Colonel Outram for having in his investigation availed himself of the services of one Venaik Moreshwur, who, according to the records of his department, was, in the opinion of the Government, "a very unfit person to be employed in any political capacity."

Extract Bombay Political Consultation, 19 January 1849.

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No. 215 of 1848.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident, Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay. No. 334.

Sir,

In my letter relating to the affairs of the Raja of Gorajee Pole, dated 3d July last, No. 155, I alluded to the gross mismanagement of the pagadar and his paruk, on which subject I said I was about to report, but the investigation which has been prosecuted ever since has been attended with such difficulties, that I am only now enabled to do so. The chief obstacles I have had to contend with, have been interposed by the paruk, whose delays and evasions were aided by Gorajee Pole himself, who underhandly obstructed the inquiry as much as he could. In his blind folly, this man is at all times ready to forward his own ruin to obtain temporary pecuniary accommodation, in the confidence, perhaps, that when matters come to a crisis, Government will again step forward to his rescue, as they generously did in A. D. 1840.

2. I regret to add that my native agent, instead of exerting himself to arrest the evil which he must have known was going on, has not aided me to the extent that he ought to have done in bringing the real state of Gorajee Pole's affairs to light, whether caused by apathy and most blamable carelessness, or culpable collusion with the paruk in the frauds the latter has been carrying on, I am unable to say, and must leave Government to form its own opinion on the evidence herewith submitted; but in this case, as in that which I reported on the 31st ultimo, I venture to express my hope, that in consideration of his long services, the most lenient view the circumstances will admit of, will be taken of the native agent's conduct.

3. On first assuming charge of this office in May last year, my attention was attracted by your letter, dated 22 January 1847, No. 313, approving the suggestion of my predecessor that the Pole's villages should be managed by the Resident direct, which arrangement I should at once have carried into effect, had it not been that the consent of the farmer (the paruk) to whom the villages and the money payments had been assigned for the maintenance of the paga, was first to be obtained, as directed in your 7th para. On questioning the native agent why the proposed arrangement had not been made by Mr. Andrews, and what obstacle then existed to effecting it, he represented that it was necessary first to settle the paruk's claims, also that the answer to a letter which was before Government, on the subject of the arrears due by the Durbar to the Pole, should be awaited. The latter objection need not have been urged, had an excuse for delay not been sought, but I could understand that the paruk would not willingly relinquish his contract, and that he could not of course be compelled to do so, so long as his management was found to be correct; but as no judgment could be formed on the accounts which had been given in to Mr. Andrews, for Sumvut 1902 (A. D. 1845/46), they being a mere estimate framed by the contractor, without detail, and unsupported by vouchers, I directed, therefore, that the whole original accounts for that year should be produced, together with those for Sumvut 1903 (A. D. 1846/47), which had also become due; but it was only after many repeated calls for them that the paruk, in October last, produced what he wished to be accepted as the accounts for Sumvut 1903; they however, like the former, were found to be mere estimates, the correctness of which could not be tested without the original accounts and vouchers. These were demanded over and over again, and mohsuls were imposed to compel their production, but it was not until July last that they were at last forthcoming, when my assistant prepared a translation and report upon them, which is annexed, marked (A). (A.)

4. This report displayed such an unsatisfactory state of affairs, that I deemed it necessary to institute a rigid scrutiny; but as this could not be carried on without the aid of a native who thoroughly understood the village interior economy of this country, and the revenue system of the Guikwar Durbar, I was obliged to avail myself of the services of Venaik Moreshwur Furkey (not now in Government employ), who, as former native agent of the Rewa Kanta, was well experienced in such matters. Why I could not entrust this duty to so able

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and experienced a revenue officer as Nursoo Luxmon, my native agent, will best be understood from a perusal of the translation of his examination subsequently taken, marked (B.), on which I refrain from offering any comment, as it is therein sufficiently plain that I had good ground for mistrusting his impartiality in this case, and to suspect that at least he was disposed to screen the delinquents.

(B.)

5. Prior to calling in Baba Furkey, however, I desired the native agent, with a view either to give him an opportunity to remove the suspicions which I entertained, or otherwise to establish his collusion with the paruk were they well founded, to furnish me with written reports on Gorajee Pole's affairs: First, on the estimates, or "kucha" accounts, furnished by the paruk for Sumvuts 1902 and 1903 (A. D. 1845/46 and 1846/47;) secondly, on the original accounts and vouchers received in July last; and thirdly, regarding the disposal of the arrears recovered from his Highness the Guikwar. These reports I beg leave to append, (marked C. Nos. 1, 2, and 3,) and at the same time to submit the observations which they demand.

(C.)

6. It will be observed in the first report, that, although the paruk, who was bound by the terms of his agreement not to expend a rupee beyond a certain sum (5,412 rupees), stipulated for the maintenance of Gorajee Pole and his paga, which sum is considerably below the revenues secured to him (5,700 rupees), claims a balance of 15,000 rupees as due by the Pole at the end of the second year of his stewardship; no doubt is expressed by the native agent as to the correctness of this charge. The details of this second year's asserted balance were not given in the accounts which the native agent was then reviewing, but the balance debited against the Pole at the end of the previous year Sumvut 1902 (A. D. 1845/46) was therein given at *Rs.* 10,269. 13. Now, as only 1,326 rupees, according to the paruk's own showing, was deficient in the second year, to which has to be added a balance of *Rs.* 337. 10. 7. paid to his predecessor on receiving charge, it follows that no less than 8,606 rupees had been disbursed in the first year beyond what the paruk was entitled to expend. Neither does the native agent in his report, nor did he ever do so verbally, bring to my notice that the paruk was pledged in his bond to limit the expenditure to 5,412 rupees per annum, in excess of which this debt has been incurred. For the terms of the paruk's agreement with the Pole, I beg to refer you to the accompaniment to Mr. Andrew's report, dated 13th August 1846.

7. It is also to be remarked, that no suspicion of unfair dealing is expressed by the native agent, in his first report, with regard to the cancelling of the lease to the patells, for which nisha was pledged, which secured to the paruk the full amount of annual revenue, and which Nursoo Luxmon well knew, but did not, it appears, bring to the acting Resident's notice, could not be cancelled without the sanction of the Resident. In this report, the transaction is thus slurred over without question or animadversion: "He" (the paruk's) "kamdar replied, that it had been a bad season, and therefore the contractor had not given nisha security, consequently the contract was cancelled." Again, "In fact, the agreement which the Pole had entered into was cancelled." And a third time, "On the sowkar being now directed to credit the amount specified in the agreement, he says the circumstances of the case (*i. e.* the cancelling of the agreement) were reported to Sir Robert Arbuthnot, but such does not appear to have been done," &c. A translation of the engagement which was thus allowed to be cast aside is annexed, marked (D.), which it will be seen pledged the patells to make good to the paruk annually 5,700 rupees for seven years, and to give "nisha" (banker's security) for that amount. The bond was executed in September, and signed by Mr. Ogilvy, through the native agent, on the 3d October 1844; its provisions were fulfilled for Sumvut 1901 (1844/45), and the paruk had full power to exact its fulfilment for six years following,* but for his own purposes, he, without informing the Resident, chose to relinquish this security, and consequently now shows a deficiency in his first year's collection of *Rs.* 1,446. 6., and in the second year's of *Rs.* 2856. 2. The paruk

*The contract is thus formally made over to the Paruk in Gorajee Pole's bond, dated 14 January 1846, which accompanied Mr. Andrews' report: "That the above-mentioned three villages have been farmed from Sumvut 1901 to 1907, being seven years, by means of the Resident, to the patells of Kasseepoora: until this period be completed, you are to maintain these leases, and receive the amount."

paruk alleges in excuse that the patells reported the circumstance to Sir Robert Arbuthnot through the "cutcherry," by which he means the native agent. Nursoo Luxmon denies this, but there is too much reason to believe that he was informed of the fact, and indeed it is scarcely possible that he could be ignorant of it, in constant intercourse as he was with the paruk and patells; but that Sir R. Arbuthnot was not informed, is obvious; because he certainly could not have sanctioned the cancelling of such an engagement, without substituting some other security. Charges against Nursoo Punt

8. When it is considered that holding the patels to their bond, which the Resident had, under the engagement, the power to do, secured Gorajee Pole from any loss whatever, it does appear extraordinary that the native agent should have neglected to remind Mr. Andrews when the accounts were received of St. 1902 (A. D. 1845-46), that he possessed such power, well aware, as he undoubtedly must have been, even before the accounts were obtained, in April 1847, that the revenues had been greatly underrated, with the purpose of evading the nisha contract. Had he done so, it is little likely that any attempt to exact less than the amount contracted for in the years St. 1902 and 1903 (A. D. 1845-46 and 1846-47) would have been made.

9. It is obvious that thus dropping the nisha engagement was the result of a mutual understanding between the paruk and the patells, by which they intended to defraud Gorajee Pole; but as they could only be freed from their bond with the Resident's sanction, it was necessary to the success of their plot that he (the Resident) should not be aware that such an engagement was ever entered into, or at least of its real nature. This could not be so long as Sir R. Arbuthnot remained; therefore the terms were fulfilled for the first year of the contract; the change of Residents then favoured their plan; but it is evident they could not hope to blind the new Resident if the native agent did his duty. The only inference I can draw, therefore, and it is with much regret I am driven to it, is, that they must have been assured of that person's connivance.

10. I must also observe, with reference to the native agent's first report, that, although he was aware we had the means of justly enforcing the full amount of revenue, *i. e.* 5,700 rupees, until the completion of seven years (September 1851), he does not scruple to recommend a new nisha engagement being entered into, at the rate of only 5,300 rupees, from which it is but too apparent that he was wilfully playing into the contractor's hands.

11. In the native agent's second report, he is obliged to admit that there were some overcharges in the expenditure of the paga, but still expresses no doubt as to the correctness of the revenue returns, although in the two years' account which he then had under review, a falling-off of upwards of one-third (4,300 rupees) below the contracted average is shown, notwithstanding that average seasons prevailed during that period. The native agent adopts, without question, moreover, the excuses advanced by the paruk, that the price of grain had decreased at one village, and that too much rain had destroyed the cotton crops of another.

12. The native agent's third report, on the disposal of the sum received from the Durbar, requires little notice beyond the observation, that it is therein shown that the paruk's demands against the pagadar, up to October last (the end of the second year of his management), amounted to *Rs.* 15,532. 15.; and that Nursoo Luxmon, without a question as to the correctness of the claim, or the right of the paruk to incur such expenditure (although he hints a doubt as to Government being responsible thereto), suggests the appropriation of that money towards its liquidation.

13. It being too evident, from the above circumstances, that I could not prosecute this investigation through the native establishment of the Residency, I sent for Venaik Moreshwur Furkey, as the only person I knew of sufficiently free from the native agent's influence, and directed him to examine the accounts, and all the necessary documents and witnesses, in the presence of Lieutenant Battye, and, after the most rigid scrutiny, to report the result in writing. Extract from this report is annexed, marked (E.); but in submitting this long paper, in addition to the reports of the native agent, I beg leave to state, in apology for burdening Government with such voluminous documents, that I have thought (E.)

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it right to place before the Honourable Board the whole of the data on which I have formed, and thought it my duty to record opinions so injurious to the reputation of individuals whose characters heretofore may have been irreproachable.

14. It is unnecessary here to recapitulate the various items which are shown in this report to be overcharges and impositions; a reference to the report will show that these form a very considerable portion of the paruk's asserted claim against Gorajee Pole; but, although no moral doubt can exist that fraud to a large extent has been practised, in every instance enumerated, by Baba Furkey, it may not at present be possible legally to establish these frauds with such defective records, and all parties being combined to defeat the inquiry. Now that I have assumed the direct control of the villages, however, much proof will soon be forthcoming which heretofore has been held back; and by the Resident, or his assistant, encamping for a few days at the villages, at the time of gathering of the crops, he will be able to form a more accurate judgment as to their value, and, at the same time, investigate the charge of misappropriating the lands, given in the depositions appended to Baba Furkey's report. In the interim sufficient will therein be found to prove the utter worthlessness of the accounts on which the paruk has grounded his claim; and, as it appears that Government is in no way responsible by Sir R. Arbuthnot's arrangement, for the Pole's liabilities, we may, I consider, justly reject the paruk's claim to anything beyond what he was authorized to expend under the bond guaranteed by Sir R. Arbuthnot, amounting, in two years, to 10,824 rupees, against which is to be opposed the full amount of the village revenues, as guaranteed in the seven years' lease, amounting, for the same period, (at 5,700 rupees annually), to 11,400 rupees. Thus a balance of 576 rupees is in the Pole's favour, against which is to be set off *Rs.* 337. 10. 7., the balance paid by the paruk to Kandass Wagjee on assuming charge, leaving the paruk a debtor to Gorajee Pole of *Rs.* 278. 5. 5. It remains for Government to decide whether the levy of this balance is to be enforced, and if so, in what manner; but at the same time I am bound to state, that I have no doubt the paruk has advanced sums to purchase Gorajee Pole's connivance beyond the stipulated limit, but certainly not nearly to the extent debited in his accounts.

15. The accounts for the year Sumvut 1904, just ended, have not yet been received; but the estimate furnished shows revenue realised to the amount of 5,578 rupees; the paruk, I suppose, under the pressure of this inquiry, not venturing much below the mark, which, besides, he knows would avail him nought, I having plainly informed him, from my first entry into this office, that I should insist on the seven years' lease remaining in force, as if it had never been pretended to have been broken, and, consequently, on his crediting the Pole with the full amount contracted for.

16. Of course, after such gross mismanagement on the part of the paruk, I have not considered it necessary to consult his wishes as to the termination of his engagement, and I have placed the villages under the superintendence of a residency mehta, as suggested by Mr. Andrews; but that circumstance should not, I conceive, afford the patells any excuse for release from this seven years' contract. At any rate, until we have had time to ascertain the real value of the estate, I have little doubt that the contractors, although very ready, of course, to obtain lighter terms, through the roguery of the paruk, than those for which they are bound, would really be unwilling to relinquish their present contract, when they find there is no chance of obtaining a better. That it cannot be a very hard one, is proved by the patell's coming voluntarily forward while still affecting to believe themselves released from their former engagement, to fix their own ankra for the past year, at 5,578 rupees (as mentioned in the last para. of the native agent's report, No. 2), after having previously declared that they could not undertake it if assessed above 3,000 rupees.

17. The arrears received from his Highness are still in deposit, pending the decision of Government as to the claims advanced by the paruk, from which fund all present calls of the pagadar will be met until the ensuing year's revenues are realised.

I have, &c.

Baroda Residency, 7 Sept. 1848. (signed) *J. Outram*, Resident.

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(A.)

ACCOUNT furnished by Paruk Jugjewon Kandass, of Expenditure on account of Gorajee Pole's Paga, from the produce of the Doomalla Villages for Sumvut 1902 (A. D. 1845–46).

Received:				*Rs.* *a.* *p.*
Kasseepoorah	*Rs.* 3,669	7	3	
Amoodur	513	6	–	
Jamboodwara	191	2	6	
				4,373 15 9
From which deduct the difference of account of village revenue furnished by the paruck				119 – 6
				4,254 15 3
Received from Kandass Wagjee, balance due to the Pole				662 5 3
TOTAL Received			*Rs.*	4,917 4 6

The difference of 119. 0. 6, in this account furnished by the paruck in the month of April 1847, and the account of village revenue afterwards submitted in October of the same year, is owing to the proper document not having been supplied by the village authorities; but on examining the books a few months afterwards, this discrepancy became apparent, and the sum of *Rs.* 4,254. 15. 3. is the correct amount, which, with the balance of *Rs.* 662. 5. 6, received from Kandass Wagjee, makes up a total of *Rs.* 4,917. 4. 9.

DISBURSEMENTS.

Paid to the Pole, as per receipt dated 30th Poush Sood 1902, *Rs.* 5,001. 3. 9.

Expended as follows:	*Rs.*	*a.*	*p.*				
9th Maghsheer Sood. A horse purchased	80	–	–				No voucher.
10th Mag shood. Arrears of pay due to bargeers, silledars, &c, from Wyshak to Assween, being six months of Sumvut 1901.	1,886	4	–				- - Gorajee Pole's drafts, dated 7th Poush Wud 1902, received 1½ month after the money was paid.
14th Mag Wud. To Hurree Wullubh Modee, for grain supplied.	378	15	9				- - Hurree Wullubh's receipt, no date, and Pole's orders, 9th Falgoon Shood 1902, and 11th Poush Wud 1902.
1st Chaitur Shood. Paid to Hurreelall Betchur, on account of money lent to Pole, when he quarrelled with Kandass Wagjee.	2,444	–	–				- - Pole's order, dated 2d Falgoon Shood 1902.
Presented to Sowkar Jugjeewon Kandass by the Pole.	124	8	–				No voucher.
To Jugjewon Kandass, interest on the above sum (at 12 *a.* per cent.) for one month.	37	8	–				According to agreement.
Ditto, nunotee, at 1 per cent. for one month.	50	–	–				
	5,001	3	9				
To the Pole, as per receipt dated 20th Chaitur Shood 1902, 2,000 rupees:							
Disbursements:	*Rs.*	*a.*	*p.*				
1st Maghsheer Wud. Purchased two horses.	190	–	–	-	-	-	- - Pole's order, dated 1st Poush Wud 1902.
4th Magh Shood. Arrears of pay to Bhugwunt Rao Bhargeer.	115	–	–	-	-	-	No voucher.
2d Mag Wud. To Neechawalla Khooshall, for articles purchased from him.	18	–	–	-	-	-	No voucher.
2d Magh Wud. Patells of Waseed village, for bindee, &c. supplied.	20	–	–	-	-	-	No voucher.
Carried forward - - *Rs.*	343	–	–	5,001	3	9	

Charges against Nursoo Pant.

Disbursements—*continued.*	Rs.	a.	p.	Rs.	a.	p.	
Brought forward - -	343	-	-	5,001	3	9	
10th. Sepoy Ismal's pay as havildar of Kasseepoora.	18	-	-	-	-	-	- - Pole's order, 9th Magh Wud 1902, and Havildar's receipt, the period for which this payment was made is not specified.
13th. Horse Mundas, purchased from Bhorah Noorbhaee.	8	8	-	-	-	-	No voucher.
15th. Bheistie's arrrears of pay.	30	-	-	-	-	-	No voucher.
3d Falgoon Shood. Arrears of girass to Dhamar Naique, of Jamboowara, paid by Gorajee Pole's own hand.	75	-	-	-	-	-	- - Pole's order, 2d Magh Shood, and Naique's receipt, no date.
15th. Presented to Jugjeewon Kandass by the Pole, for lending him money.	200	-	-	-	-	-	No voucher.
15th. Arrears of pay to servants, &c.	66	-	-	-	-	-	- - 11th Falgoon Shood. Pole's order for 34 rupees of this, the remainder paid by verbal order.
5th Chaetur Shood. To Abah Kandeh, due by Pole.	10	-	-	-	-	-	Pole's order, dated 4th Falgoon Wud.
1st Chaitur Wud. Govind Rao Balajee, presented by the Pole.	20	-	-	-	-	-	- - Pole's order, 4th Chaetur Shood, and Govind's receipt.
2d Chaitur Wud. Presented by the Pole to Bhaichund Gomashta, at a marriage ceremony.	10	-	-	-	-	-	Pole's order, 3d Chytur Vud.
1st Wyshak Wud. Presented by Pole to Dulsingjee and Appa Ghodgusteh.	30	-	-	-	-	-	- - Pole's orders, dated 1st and 9th Chaitur Shood, with receipt.
11th Wyshak Wud. Puckall bullock.	20	-	-	-	-	-	Pole's order, 11th Chaitur Wud.
Charity - - - -	13	-	-	-	-	-	Ditto, 6th Wyshak Shood, with receipt.
12th Nautch women - -	9	4	-	-	-	-	Ditto, 9th Wyshak Shood, for *Rs.* 9. 4, batta.
Presented to the Sowkar's Goomashtah.	6	8	-	-	-	-	No voucher.
18th Wyshak Wud. Charity to Brahmin.	4	-	-	-	-	-	Pole's order, 11th Wyshak Wud.
1st Jeyst Shood. Horse purchased.	40	-	-	-	-	-	- - Pole's order, 4th Wyshak Shood; with receipt.
3d. Sundries purchased by the Pole.	78	8	-	-	-	-	Pole's orders, dated 11th Wyshak: 11th Chaitur Wud - 10 - - 7th Chaitur Shood - 23 - - 8th Wyshak Wud - 23 8 - 56 8 - No voucher - - - 22 - -
14th. horse-saddles, &c. -	15	8	-	-	-	-	- - Pole's order, 9th Wyshak Shood, and receipt.
8th. Arrears due to Modee Dulsook Robeir, for grain supplied.	242	6	6	-	-	-	No voucher.
13th Jeyst Wud. Arrears due to Modee Hurree Wullub, for articles supplied to the Pole.	297	-	-	-	-	-	No voucher.
8th Falgoon Shood. Paid to Bhasker Rao Mahadow, to an account of money lent to Gorajee Pole.	300	-	-	-	-	-	- - Pole's orders, 12th Poush Wud, with receipt.
13th Falgoon Wud. Mussalla for horses.	9	8	-	-	-	-	No voucher.
14th Falgoon Wud. Cloth for a flag.	3	13	6	-	-	-	No voucher.
15th. Purchased a mare from the Khuree Dessaie.	115	-	-	-	-	-	No voucher.
Interest and munotee for one month.	35	-	-	-	-	-	No voucher.
				2,000	-	-	
TOTAL - - - *Rs.*				7,001	3	9	

The above sum of *Rs.* 7,091. 3. 9. is stated to have been paid by Paruk Jugjeewon Kandass in liquidation of arrears of debt contracted by the Pole previous to his receiving charge of his affairs; the account has been kept in such an irregular manner, and the several items are so vague, that it impossible to test their correctness. Charges against Nursoo Punt.

Since the Pole's affairs were placed in the hands of Paruk Jugjeewon Kandass (in 1902), the following sums are stated to have been paid by him.

PAY to the following Persons belonging to the Pagah, for 12 Months.

	Rs.	*a.*	*p.*	
Gorajee Pole at 50 rupees per mensem				This abstract agrees with the paruk's chopras, but no acquittance is forthcoming; paruk states receipts were taken, but they are not to be found; there are several irregularities for which the paruk cannot account, but states that the sums were paid agreeably to Pole's orders.
19 Sywars at six and seven rupees per mensem				
1 Assamdar, 10 rupees per mensem				
9 Horsekeepers, four and five rupees per mensem				
6 Followers, four and a half and five rupees per mensem				
	4,131	–	–	
Allowance to four brothers of Gorajee Pole at 125 rupees each per annum				
1 Carcoon, 10 rupees per annum				
Sowkar allowance, 100 rupees per annum				
Vakeel allowance, 25 rupees per mensem				
Grain for horses, supplied Bunniah Dulsook Koobeir, of Baroda, and Hurree Vullub Kisher, for the year 1902, as also money paid to sowars for forage when absent on duty	1,880	8	–	
Annual supply of grass for pagah	563	11	9	
Horse gear	253	2	6	
Dufter expenditure	19	10	9	
Oil in Baroda and at the different thannas	28	12	–	
Repairs to the several thannas	44	6	9	
Presents to sowkars, karkoons, &c., by Goragee Pole	163	4	–	
Charitable allowances	31	7	3	
Customary presents on the different festivals	28	14	6	
	7,144	10	3	
Advances to Mahadow Rao Pole, agreeably to the Resident orders	175	–	–	
	7,319	10	–	
Amount of former account	7,001	3	9	
	14,320	14	–	
Interest, one year, at 9 per cent.	985	–	–	
TOTAL Expenditure in 1903 *Rs.*	15,305	14	–	
Deduct—				
Amount received on account of the Pole	4,917	4	6	
BALANCE due by the Pole up to the end of 1902 *Rs.*	10,388	9	6	

PARUK'S ACCOUNT for 1903.

RECEIVED:	*Rs.*	*a.*	*p.*
From Kassee Poorah	2,036	9	3
„ „ amodur	562	4	9
„ „ jamboowada	246	–	–
Total Village Revenues	2,844	14	–
From Madhow Rao Pole	125	–	–
„ Modees, discount on the sum of 1,880 rupees for last year's grain	74	15	9
„ Ditto on the amount for this year's grain, *Rs.* 1,026. 2. 6.	41	–	–
TOTAL Received *Rs.*	3,085	13	9

(*continued*)

Charges against Nursoo Punt.

Disbursements:	Rs.	a.	p.
Balance due by the ole from Sumvut 1902	10,388	9	6
One Year's Pay to the under-mentioned Persons belonging to the Pagah.			
1 Pagadar,* 50 rupees per mensem			
21 Sowars, six and seven rupees per mensem			
1 Assamdar,* 10 rupees per mensem			
11 Horsekeepers, four rupees per mensem			
8 followers, at three and four rupees per mensem	4,278	11	–
Allowance to the pole's four brothers, at 125 rupees each per annum			
1 Karkoon, 10 rupees per annum			
1 Vakeel, 25 rupees per annum			
1 Extra sepoy, employed for two months, *Rs.* 5. 12.			
To modee Dulsook Kobeir for annual supply of grain in Baroda	643	5	6
To modees for grain supplied to horses on detached duty during the year	979	–	9
Annual supply of grass	572	7	9
Advances made to sowars for forage when on special duty	130	5	3
Horse gear supplied during the year	190	3	9
Present to the Durbar, and on particular festivals, &c.	98	3	–
Annual repairs to the different thanas	37	6	6
Dufter expenditure	26	15	–
Mourning presents	7	8	–
Charitable allowances	5	8	4
Oil at the different thanas, &c.	30	4	–
Customary presents on the several festivals	19	3	9
Nuzerannas to the Durbar, &c.	27	–	–
Total expenditure in Sumvut 1903 *Rs.*	6,947	2	6
Interest and munotee	1,283	1	6
Balance due from last year	10,388	9	6
Deduct	18,618	13	6
Amount received on account of Pole	3,085	13	9
Due up to end of 1903 *Rs.*	15,532	15	9

Thus up to the end of Sumvut 1903, (A.D. 1846 and 1847), the sum of *Rs.* 15,532. 15. 9. appears by these accounts as due by the Pole to the paruk. The several items have been taken from the accounts produced by the paruk and compared with his chopras, and only a difference of *Rs.* 5. 8. exists, which was omitted by mistake. For several items of the *Rs.* 7,001. 3. 9. advanced by the paruk for the liquidation of arrears of debt when he assumed charge of the Pole's affairs, he has produced the Pole's orders, with the acknowledgment of some of the parties who have received payment; but wherever a voucher is not forthcoming, his reply is, that the payment was made on a verbal order from the Pole, and that receipts were not considered necessary; neither is the expenditure on account of the pagah for the years 1902 or 1903, backed with any voucher whatever; for the amount of pay for the former year, 4,131 rupees, no acquittance roll is produced; the paruk states, that one was taken at the time the money was paid, but has been since lost. The deficiency in the revenues of the villages of Amodur and Jumboowara in 1902 is, according to the paruk's representation, to be accounted for in consequence of the grain not ripening, which incurred a loss of upwards of 2,000 rupees. and in 1903 the village of Kasseepoora, instead of yielding cotton to the value of 1,300 rupees, only 300 rupees were collected, owing to the heavy fall of rain on the young plant and the extreme coldness of the season. The paruk's metah was constantly sent to the villages, in whose presence the grain was invariably weighed and sold. The accounts have evidently been kept in a most irregular manner, and in the absence of vouchers for the numerous large sums which have been expended within the two years 1902 and 1903 on account of the pagah, it is impossible to test their correctness; the paruk gives as his reason for this irregularity, that every item has been paid by the verbal orders of the Pole, and that under such circumstances it is not customary to keep receipts.

(signed) *M. Battye*, Assistant Resident.

* With the exception of the Pagadar, Assamdar, and 12 other persons, receipts have been taken by the Paruk, and are recorded in his Chopra. Paruk states that receipts have also been taken from the 12 persons, which he will produce if required.

EXPENSES.								BALANCE.
Mehta and Tulatee's Pay.	Enam and Pagree to the Patells.	Gamkurch or Village Expenses, as Dhuwusthan, Dhurmada, &c., &c.	Exchange on indifferent Coins, or Potans Vutao.	Kitta Khurch, Sundries extra-ordinary.	Remission, &c.	Havildar's Pay.	TOTAL.	
Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p*	*Rs. a. p.*	*Rs. a. p.*
100 – –	129 6 –	151 15 –	18 10 9	20* – –	– –	– –	584 15 9	3,670 2 3
100 – –	125 – –	165 12 –	10 4 –	– –	– –	– –	566 – –	2,036 9 3
100 – –	90 – –	114 14 6	– –	71† 8 –	84 – –	43 – –	595 14 6	487 11 6
100 – –	90 – –	135 2 –	4 1 6	– –	– –	60 – –	481 11 6	562 4 9
25 – –	60 8 –	65 8 –	1 – –	– –	– –	25 – –	303 8 –	97 1 6
25 – –	60 8 –	99 3 –	– –	– –	– –	20 – –	331 3 –	246 – –
225 – –	279 14 –	332 5 6	19 10 9	91 8 –	84 – –	68 – –	1,484 6 3	4,254 15 3
225 – –	275 8 –	400 1 –	14 5 6	– –	– –	80 – –	1,378 14 6	2,844 11 –
450 – –	555 6 –	732 6 6	34 – 3	91 8 –	84 – –	148 – –	2,863 4 9	7,099 13 3
—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—

ee villages.

(signed) *M. Battye,*
Assistant Resident.

Charges against Nursoo Punt.

(B.)

TRANSLATION of Questions put by the Resident to *Nursoo Punt*, and his Replies thereto

Question 1. WHEN Mr. Andrews reported to Government regarding Gorajee Pole's affair and recommended that the management of his affairs should be taken from the paruck and arranged by the British Government, a reply to which was received, dated 27th of January 1847, what steps were taken to carry into effect the orders contained in the 7th para. of this letter?—*Answer*. On receipt of the Government instructions, Mr. Andrews desired the paruck to produce his accounts, and those for one year were brought in May, from which it appeared that the contract had been broken. When Colonel Outram arrived inquiries were instituted, and, on the circumstances of the case being brought to his notice, the Sahib said that the money should be collected agreeably to the contract, and Russickram was directed to produce the two years' accounts accordingly; from this date he was constantly called upon to furnish the accounts.

2. Was Mr. Andrews informed of the contract having been broken?—Mr. Andrews was informed of the circumstance a few days before his departure, but he did not see the accounts.

3. As the contract was broken the year before Mr. Andrews left, why was it not brought to his notice?—Mr. Andrews knew nothing of the circumstance until the accounts were produced by the paruck in the month of May.

4. From the time I came to the Residency I gave you frequent orders to get the accounts from the paruck's wyvutdar up to the time of my giving positive orders to place mhosul on him, what steps had you taken in the matter?—From the day you gave the order I constantly called upon Russickram to produce the accounts; and when I insisted on his doing so in November, he brought them to the Residency and compared them with the patell's.

5. When I sent for Russickram and asked him why he had broken the contract without the consent of the Resident, he replied, I remember, that he had reported the circumstance in the cutcherry; what is the meaning of this?—When the Sahib questioned Russickram regarding the contract, he was told that the money could be received from him according to the terms of that contract, but I do not remember hearing him say that he had mentioned the subject in the cutcherry; I know nothing about what he states as to having spoken to Sir R. Arbuthnot regarding it.

6. Used the paruck or the kamdar ever to visit Sir R. Arbuthnot on business without your being present?—I never heard of their going to the Sahib without me, but if any people went to him alone on matters of business, on my arrival, if he considered it necessary, he would have informed me of it.

7. When I first heard of the nisha contract having been broken, what orders did I give you?—You told me that the money should be collected agreeably to the terms of the nisha contract, and desired me to inform the wyvutdar to that effect. which I did accordingly.

8. Having received my orders that the money was to be collected according to the contract, why did you, in your report, recommend that another arrangement should be made?—The Sahib directed that the money should be collected agreeably to the terms of the contract; but as Russickram made a difficulty about it, and the patells who entered into the agreement refused to abide by the contract, thinking that the time for cultivation was passing away, loss would accrue, I proposed that an agreement should be made with some other person, for before the dispute could be settled, the time for cultivating would have elapsed; I did not intend that any alteration should be made in the terms of the agreement, but on speaking to the walwud patell on the subject, he volunteered to accept the contract, if a deduction of 300 or 400 rupees was made, on the strength of which I mentioned the circumstances in my report, and the Sahib told me there was no necessity to make any deduction. My object in making this proposition was to enter into a temporary agreement, but I did not intend this arrangement to be final.

9. The contract for the Pole's villages which was made in September 1844, by consent of the Resident, is now in the office, in which it is agreed to pay the sum of 5,701 rupees for seven years from the year Sumvut 1901, (A. D. 1844-45,) to 1907, (A.D. 1850-51,) which arrangement, it is plainly stated, cannot be cancelled without the orders of the Resident. Such being the case, the wyvutdar had no authority to break the contract, and what, therefore, was the necessity for making a new arrangement?—The contract of these villages was made in September 1844, and on my coming here in June of that year, I observed, from a perusal of the old accounts, that a great deficiency had occurred in the revenue of the villages; I reported the circumstances to Mr. Ogilvy, and arrangements were made for entering into a contract, which, if it had been acted up to, would have been very proper; but the paruck would not abide by it, which is the cause of their present dispute; for which reason I proposed, as stated above, that some arrangement should be made, but I never intended that my proposition should be final.

10. The paruck had no authority to break the contract; therefore what difficulty was there in recovering this amount from the patells who were security, by attaching their property, &c.?—The contracts for the three villages were entered into by three patells of Kasseepoora, and they have lately been frequently informed that they would have to make good the amount according to the agreement; they reply that they cannot act up to the contract; and I don't think they are, any of them, well off.

11. In the agreement which Jugjeewon Kandass Paruck entered into with Gorajee Pole, it

it is written that money has been received on account of arrears of forage and pay, &c., but no amount is specified; to this vague document Sir R. Arbuthnot's signature is attached; why, therefore, did you not point out to that gentleman that the agreement was not properly drawn up?—Before the agreement was entered into, the Pole and the paruck urgently requested that the detailed "khut" should be signed by the Resident, but the Resident refused to interfere with the arrangements which they had made between themselves, and said there was therefore no necessity to examine the detailed account of interest, munotee, &c.; that so long as the pagah was properly kept up to 21 horses, the Pole could not take the villages or the draft from the hands of the paruck; for this only the Resident was guarantee; and if the Pole wished to deprive the paruck of the management of the pagah, he must first pay off all his debt. To this effect the Resident made a rough draft, and desired the agreement to be written, to which he attached a note with his own hand; the Resident did not intend to be guarantee for the money due to the paruck, but stated that if the pagah was not properly managed, the paruck would be deprived of his charge, notwithstanding his claim being unadjusted, and that Government had nothing to do with the money claimed by the paruck; with this understanding, a document to the above effect was written in presence of the Resident, and signed by him.

Charges against Nursoo Punt.

12. When I came to this appointment and asked your opinion as to what should be done regarding the orders of Government contained in the letter dated 27th January 1847, to relieve the paruk of his charge, if he was willing to agree to it, and to place the management in the hands of the British Government, what reply did you give?—I remember saying that until the paruk's claims had been adjusted this could not be effected; that Government had been written to regarding the Pole's draft; pending their reply, the paruk's claims could not be settled.

13. When the accounts for 1902 (A. D. 1844–45) were received at the Residency, it became known that the contract had been broken, and that in excess of the agreed sum of 5,412 rupees on account of the expense of the pagah, the paruk had advanced the Pole a further amount, and in the account a balance was struck against the pole for 10,277 rupees; did you inform Mr. Andrews of this circumstance?—The accounts were first received from the soucar in the month of May 1847, at which time I was absent on leave at Ahmedabad; on my return the Resident had received orders to leave Baroda; I think I must have informed him of the accounts having been received, but I won't be quite certain, because there were other arrears of business to be transacted before his departure which fully occupied my time, and the Sahib was to leave in a few days.

14. When I came to the Residency you informed me that the soucar had credited a small amount of revenue, but why did you not tell me that the soucar had given the Pole more money for the expense of the pagah than he was authorised to do?—I did not examine the account of the money advanced by the paruk, for I understood from Sir R. Arbuthnot that there was no necessity to do so until the accounts were to be settled according to the agreement, for which reason he was desired to produce the two years' accounts.

15. When Mr. Andrews reported to Government regarding the Pole's affairs on the 13th August 1846, a translation of the agreement entered into with Paruk Jugjeewun Kandas accompanied his report, and how was it that a translation of the village contract (puttah) was not also placed before Mr. Andrews for the purpose of being forwarded to Government?—When Mr. Andrews wrote his report he was aware of the village contract having been given, because in the agreement with the soucar the contract was alluded to; so, I suppose, the Resident did consider a translation necessary, but I think if you refer to his report you will find that he has alluded to the subject.

16. When the soucar's accounts were received, I called for your report on the subject, in which at first you made no mention of the village contract, and it was not until I returned the report, and desired you to state what you knew regarding it, that you said anything to me about it; why did you not mention it in the first instance?—On your calling for my report on the Pole's affairs, I submitted it in the month of June 1848, the 4th para. of which contained a detailed account of the village contract; consequently in the other report which I wrote on this subject I did not think it necessary to repeat the circumstances of the case, but when you returned my report, I repeated what I had previously written in the month of June.

Before me, this 26th day of August 1848.

(signed) *J. Outram*, Resident.

17. In reply to my question as to why the amount was not specified in the Pole's agreement, you stated that there was no guarantee for the money claimed by the paruk; that the paruk requested the Resident's signature to the detailed statement, which was not given, and that the terms of the agreement were drawn up in the Resident's own handwriting; but the purport of the engagement is, that the paruk will abide by the agreement, and that so long as 21 horses are properly kept up and anything remains due by the Pole, neither the draft nor the villages will be interfered with; is it proper, therefore, to act up to this agreement or not; if it is, how do you say that there is no guarantee for the debt?—In the agreement alluded to, which was entered into before Sir Robert Arbuthnot, it is written, that on account of arrears due by the pagah, moodie and bargeers, money has been received, and from the year 1902 I will draw the sum of 5,412 rupees for the expense of the pagh, in lieu of which I have made over the draft and the villages, at the foot of which agreement there is a note by the Resident, that if the pagh's efficiency is properly kept

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kept up to 21 horses the paruk will not be interfered with, meaning, that notwithstanding the Pole may be in the paruk's debt, if the arrangements of the paga are not properly attended to, he would be deprived of his charge, and not that the agreement could not be cancelled so long as anything remained due to the paruk; so it cannot be said that the paruk's claim is guaranteed by the British Government; but if the management of the paga is properly carried on, and it is wished to take it out of the hands of the paruk, until his claim be adjusted he cannot be deprived of his charge, from which is to be understood that the Sirkar is in no way responsible for this debt in the way which they would be for any other guaranteed debt, but only that the management should not be interfered with; for example, if any one mortgages his property, and cannot be released until the money be paid, in the event of the owner making any difficulty in the matter, and the complaint being submitted to Government, although the Government may not be guarantee, he is not compelled to give up the property until the money is paid. This case must be looked upon in the same light. If there be any doubts as to the reason of the guarantee having been granted, I beg to explain that if any soucar has entered into an agreement with the guaranteed people without the consent of the Resident, on their producing a draft or villages as a liquidation of their claim, and in the event of the Pole making an objection or vesting the business in other hands, there would be a difficulty in presenting his grievance to Gaekwar Government, and the Resident would also object to interfere in the matter. For this reason, Sir Robert granted the guarantee, with a view to the paruk's charge not being interfered with, except in the case above-mentioned, and not to be any way responsible for paruk's claim against the Pole. If the latter wished to deprive the paruk of the management, it was incumbent on him to adjust his claim. If you are now uncertain as to the amount and description of the claim advanced, and in absence of information on this subject, how it is to be adjusted, I beg to state that in the agreement it is plainly stated "on account of moodies and bargeers, &c. belonging to the paga," and that there was no necessity to specify the amount. If it is supposed that besides the paga, the Pole was liable for thousands of rupees to other parties, for the liquidation of which the paruk chose to advance money of his own accord, it is surely far from just to expect that the British Government would guarantee such amount. If anybody imagines that the word "etcetera" implies money due to soucars, it is incorrect, because it is written in the agreement that money was received for the payment of bargeers, &c. From this must be understood bargeers, kandars, soucars, and horse gear, as comprised in the term "etcetera," and besides the arrears, the amount of the annual paga expenditure is specified above. The meaning of the agreement is, therefore, that unless the paruk's claim, as above referred to, has been adjusted, his charge will not be interfered with. This I beg you will bear in mind, and I cannot see that the guarantee refers to whatever balance the paruk may choose to strike against the Pole.

18. You state that you do not recollect Russikram saying anything about breaking the contract in the cutcherry, and that you don't know whether he informed Sir R. Arbuthnot of it or not; but do you remember taking the patell's deposition in the office on the 2d December 1847; if so, why did you not ask him to mention the name of the person to whom he spoke about breaking the contract. From the patell's statement, do you infer that he alluded only to one year or for the whole period; if the former, then why did you not make arrangements for the year 1903 (A. D. 1846–47)?—The patell's deposition was taken in the office on the 2d and 15th December 1847, in which no mention is made of their having alluded to breaking the contract, but they state that in consequence of the grain not ripening, they said they could not pay the money in that year according to the contract. By saying they reported the circumstance in the cutcherry, they mean that they told me of it; so there was no occasion to ask them who they spoke to on the subject; but in the deposition nothing is said about breaking the contract, and I do not recollect the patell saying to me what he in his deposition professes to have done. If what he states is correct, the wyvutdar never reported it to the Sirkar, consequently we did not know what arrangements had been made, and if anybody had spoken to me on the subject I should have told them, as is invariably my custom, to speak to you about it, and if he came in the office this is the reply I must have given him. From the patell's deposition it appears that they meant the contract for the whole period had been cancelled, because the management of the villages had been out of their hands for two years, and the wyvutdar had taken no notice of the circumstance; therefore it is clear that they could not afterwards be held responsible for the terms of the contract.

19. You confess that you did not inquire into the expenditure of the pagah, but the claim made by the Pole against the paruk on account of an item in his accounts was settled by Sir R. Arbuthnot, and the document signed by that gentleman on the 13th April 1846; four years' account were also signed on that day. Such being the case, how is it that you state you did not make inquiries regarding the expenditure, and was it not your duty to examine the accounts?—The reply which I gave to the 14th question referred to Jugjeevum Kandass' accounts for the year 1902 (A. D. 1845–46), and the question which you have now put relates to Kandass Wagjee's accounts, at the time of Sir R. Arbuthnot, which were signed by that gentleman, in reply to which, I beg to inform you that when Kandass Wagjee's accounts regarding the Pole's paga for the year 1896 and 1897 (A. D. 1839–40 and 1840–41) were received at the Residency they were shown to the Pole, and as no objection was made to them at the time, after they had been signed by the Pole and paruk, Mr. Boyd also attached his signature; the accounts for the following years were produced at the time of Messrs. Remington and Ogilvy, and on shewing them to the Pole and his carkoon they made some objections, which were inquired into, and on the arrival of Sir R. Arbuthnot the dispute was settled to the satisfaction of both parties, and the accounts signed by them, as also by the Resident;

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Resident; previous to, and since my appointment to this office, it has never been customary to interfere with the accounts, &c. connected with the paga, unless there was a dispute on the subject; whatever had to be settled was always done in presence of the former Residents.

20. Even without actually examining the accounts, how is it that you did not bring the item for grass expended in Baroda, which is such a clear imposition, to the notice of the Resident?—The expenditure of grass, grain, &c. on account of the pagah, has always been carried on without reference to the Resident, and the system which was formerly in force relative to the debit and credit of the Pole's accounts being carried on amongst themselves has been continued since my arrival at Baroda, and in the event of any dispute being brought to the notice of the Resident, it was settled as the Sahib thought proper, but unless a complaint was made it was never customary to interfere in the matter; therefore I did not consider it my duty to bring the expenditure of grass to your notice, but since an objection has lately been raised to some of the items of the present paruk's accounts, they are being inquired into.

21. How was it that you did not point out to me on my inquiring into the Pole's affairs, that the bond in which the patells pledge themselves to give sowkar nisha, was executed through the Resident and signed by Mr. Ogilvy?—Regarding the contract which was executed through Mr. Ogilvy, I informed you in person, and in the 4th para. of the memorandum which I gave you in June last, and in the 3d para. of that submitted in July, the subject is alluded to.

22. How could you have been ignorant that the patells could not depart from this engagement until the expiration of the seven years for which it bound them, without the sanction of the Resident, since you were native agent at the time Mr. Ogilvy signed the bond, and must have explained its provisions to that gentleman?—It is true that the engagement which was entered into for a period of seven years could not have been departed from without the sanction of the Resident, if the management of the villages had remained in the hands of the contractors, but as they were deprived of their charge, and the management for two years carried on independently by the paruk, they of course had good grounds for breaking the contract, and consequently they cannot reasonably be held responsible.

23. The seven years' contract was entered into by the patells, through Mr. Ogilvy, to secure the full amount of revenue to the paruk, who merely looked to the pagadar's expenditure. With this view the contract was entered into while Kandass Wagjee was paruk; how then could the present paruk release the patells from their contract, and take the management of the villages himself without the sanction of the Resident, and how is it possible you could have remained ignorant of this departure from the Resident's arrangement so long, when you had constant intercourse with the paruk and patells who so frequently came to the office?—The entire management of the paga and villages was vested in the hands of Kandass Wagjee, through the Resident, which arrangement held good up to 1900 (A. D. 1843-44). In the meantime, before I came to the Residency, the Pole had arranged to place the management of the villages in some other person's hands; on this being reported to Mr. Remington by Kandass Wagjee, he desired the Pole to allow the paruk to remain in charge, but on the Pole objecting to do so, in consequence of the decrease of revenue which had taken place during the time of Kandass Wagjee, when I came to the office Mr. Ogilvy inquired into the matter, and executed a contract for the village revenues from the year 1901 (A. D. 1844-45). At that time Kandass Wagjee had to receive the collections according to the said bond, two instalments of which he received from the nishadar, after which the Pole again objected to this paruk, and requested that another might be nominated, but Mr. Ogilvy did not attend to him. On the arrival of Sir R. Arbuthnot the same dispute continued, and the Pole refused to allow Kandass Wagjee to collect the third instalment of that year (1901). On this being reported to the Resident he gave orders for the money to be paid into the treasury, and told the Pole that if he wished to appoint another sowkar the Government would not interfere in the matter. This dispute lasted for about five or six months; at last in January 1846 the Pole appointed Juggeevun Kandass, and his agreement was entered into through the Resident, in which it is written that "the draft and villages are placed in your charge from the beginning of St. 1902 (A. D. 1845-46); that up to the expiration of the time the bond is to be considered final, and the amount therein specified to be collected, the arrangements of the villages to be carried on as heretofore, &c. &c." Under these terms the villages were placed in the hands of the new paruk, since which there have been no complaints as to whether the villages remained in charge of the patells or not; so how can I be expected to know anything about it? If the paruk has broken the contract made by the Resident, he of course should be held responsible.

24. How is it that in quoting from the agreement entered into between the Pole, under Sir R. Arbuthnot's guarantee, from which you have quoted above, you have forgotten the following passage: "That the above-mentioned three villages have been farmed from St. 1901 to St. 1907, being seven years, by means of the Resident, to the patells of Kassupoora; until this period be completed you are to maintain those leases and receive the amount." As this engagement was the result, as you say, of some months' discussion before Sir R. Arbuthnot, in all of which discussions you must have shared, how could you have forgotten this stipulation; and was not the agreement drawn up under your superintendence?—In my reply to the 23d question, I quoted as much of the agreement as I thought had reference to the question, and did not consider it necessary to repeat the whole of it. I therefore merely quoted a portion, and added the word "etcetera." What I

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wrote is contained in the agreement, and I had not forgotten the stipulation which you allude to. The agreement was drawn up by Sir R. Arbuthnot, after well considering the matter, and I had nothing to say to it, though I was well aware of the nature of that agreement. With all the gentlemen who have been at the Residency it has always been customary to transact business in their presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was heard before the Resident, and whenever the native agent's opinion was asked it was given at the time, and the Resident's orders were acted up to. This system was adhered to by Messrs. Boyd, Remington, Ogilvy, Sir R. Arbuthnot, and Mr. Andrews, and the business was invariably carried on according to the orders of those gentlemen.

(True translation.)

(signed) *Montagu Battye,*
Assistant Resident.

(C).—No. 4.

TRANSLATION of *Nursoo Punt's* Memorandum regarding Soobanjee Pole's Pagah; received in June 1848.

1. THIS pagah, previous to the year 1896 (A. D. 1839 and 1840), was completely broken up, and the Doomalla villages remained for two years in the hands of the Guicowar. In the year 1896 Mr. Sutherland re-established the pagah, and made over the villages to the Pole. On account of the two years 1894 and 1895 (A. D. 1838 and 1839) during which time the Doomalla villages were under the Guicowar, the Resident received from the Durbar the sum of *Rs.* 14,387. 8. for the reorganisation of the pagah, which amount was deposited with Paruk Kamdass Wagjee, who was nominated banker to the Pole.

2. Both parties agreed to this arrangement, which was reported to Government on the 4th December 1839, and the sowkar received charge of the Doomalla villages and carried on the Pole's business, which continued up to the year 1900 (A. D. 1844). In the meantime Sobajee Pole died and his son Gorajee Pole succeeded to the pagah, who wished to give the village contract to another sowkar, but Mr. Remington would not allow it.

3. The following is an account of the village proceeds during the paruk's time:

	Rs.	*a.*	*p.*
In the year 1896 - - - - -	5,851	14	9
„ 1897 - - - - -	3,696	15	6
„ 1898 - - - - -	5,072	12	9
„ 1899 - - - - -	4,932	6	9
„ 1900 - - - - -	3,236	14	9
Rs.	22,790	12	6

Which amount, together with the balance of the money received for the organisation of the pagah, being expended, there remained at the end of Sumvut 1900 the sum of 1,100 rupees due by the Pole, in consequence of a deficiency in the village proceeds for two years. After this the Pole and the paruk had frequent misunderstandings, the former declaring that the villages were not properly looked after, and the latter accuses the Pole of drawing upon him for more than the amount of the revenue received. The reason of this appears to be that the Pole is unable to manage his own affairs, and the paruk does not take sufficient interest in the collection of the revenue, his sole object being to look after the interest. Mr. Ogilvy was well acquainted with this state of affairs, and saw the necessity of making some arrangement.

4. For the above reasons Mr. Ogilvy made over the Doomalla village contract to the patells of Kasheenpoora, for the annual sum of 5,700 rupees, on account of the Pole, and for which one year sowkar's security was given. Regarding the deficiency Mr. Ogilvy made a report to Government, but the Pole was desirous that another paruk should be appointed, which Mr. Ogilvy would not listen to. In the year 1901, some of the pagah horses died, and Paruk Kamdass Wagjee gave the Pole 800 rupees to replace them, and the pagah expenditure was entirely in his hands.

5. When Sir R. K. Arbuthnot was appointed Resident, the Pole frequently urged that the paruk might be changed, but without success, and on his again pressing the matter, the Resident told him that if he was very anxious about it he might pay what was due to Kamdass Wagjee and appoint another paruk, but that the Resident would not interfere in the matter; upon which he entered into an agreement with another banker, and brought it to show the Resident, who would have nothing to say to it. The Pole and paruk then informed the Resident that without his assurance that the banker should have no difficulty in obtaining the draft and the villages, no sowkar would make the agreement. This dispute continued for about six or seven months, and there was a difficulty in meeting the expense

expense of the pagah. Then the Resident, without inquiring as to what arrangement passed between them, endorsed the agreement which the Pole gave to the paruk, a translation of which was forwarded to Government by Mr. Andrews on the 13th August 1846. At this stage of the proceedings Chottumlall Kissumlall, agent of Jugjeewan Kamdass Paruk, was nominated to carry on the business of the pagah and villages from the year 1902 (A. D. 1845 and 1846), and the Resident had nothing to do with the arrangement. Charges against Nursoo Punt.

6. Mr. Andrews was informed that the Pole did not rightly understand the terms of the agreement, and that he had become much involved, the Resident observed therefore, that if he did not interfere in the matter the pagah arrangement would not be attended to. Consequently he wrote to Government on the subject on the 13th August 1846, No. 187, in reply to which a letter was received on the 22d January 1847, No. 313, upon which the paruk's kamdar was desired to bring his accounts, which he did for the year 1902 (A. D. 1845–46), and the sum of *Rs.* 10,269. 13. appeared due by the Pole to the sowkar, which could not be adjusted until the decision of Government regarding the deficiency draft was made known, because a large amount was due by the Pole, and the revenue of the villages had not been credited according to the agreement. *Rs.* 4,373. 15. 9. was the total credited on this head. On questioning the kamdar he replied that it had been a bad season, and therefore the contractor had not given nisha security; consequently the contract was cancelled, and the amount of revenue collected was credited by the kamdar. He afterwards produced the accounts for the year 1903 (A. D. 1846–47), in which only *Rs.* 2,844. 14. was credited, making a total for the two years of only *Rs.* 7,218. 13. 9, which was *Rs.* 4,181. 2. 3. less than was contracted for. Such are the circumstances of the case.

7. In fact, the agreement which the Pole had entered into was cancelled; on asking the reason of it, the contractors stated that in the year 1902 the grain did not ripen properly, and that Gorajee Pole had told them that unless they accepted the contract the villages would remain in the hands of Kamdass Wagjee; moreover, that he would not call upon them to make good the deficiency, therefore he received whatever revenue the villages produce. Gorajee Pole and the sowkar state that as the season was bad, and the contractors did not furnish security, they took the arrangement of the villages into their own hands, but this was not reported to the Resident. On the sowkar being now directed to credit the amount specified in the agreement, he says the circumstances of the case were reported to Sir R. K. Arbuthnot, but such does not appear to have been done; if it had been, the agreement would have been examined and a remission granted. The agreement however was cancelled in 1902, and the arrangements for the following year were made by the sowkar, and only half the amount of revenue mentioned in the contract was collected. Owing to the Pole's ignorance and the dishonesty of the paruk, such was the loss incurred. For the year 1904 (A. D. 1847 and 1848), the Resident would not agree to the contract being cancelled, and desired the amount to be credited accordingly; consequently the paruk states that the village patells have agreed to pay a fixed sum for one year, amounting to 5,200 rupees, but the accounts have not yet been produced.

8. The sowkar now advances a claim against the Pole up to October 1847 (1903) for the sum of 15,000 rupees, but has not furnished a detailed statement. The sowkar imagines that the Resident is guarantee for the money due by the Pole, but it was Sir R. K. Arbuthnot's opinion that the Resident should not interfere in the matter, and that so long as the Pagah was properly managed the drafts and villages should remain in the sowkar's hands; notwithstanding this, if nothing remains due from the Pole, the drafts, &c. can be taken from him (the sowkar) if considered advisable.

9. The following are the arrangements proposed:

First. The sowkar advanced money to the Pole and managed the villages as he thought proper, therefore the amount of interest, munnotee, &c. received from the Pole should be put a stop to, and arrangements made for the payment of the Pole's debt; the villages should also be taken from the sowkars.

Second. From the year 1904 the village revenues should be fixed by the sowkar, and the Pole should not receive more than 450 rupees a month, according to the agreement entered into at the time of Sir R. K. Arbuthnot; any balance that may remain should be credited to the Pole.

Third. If the above-mentioned arrangements cannot be carried into effect, then the three years' allowance on account of deficiency, from the year 1902 to 1904, amounting to 3,000 rupees, as per agreement, should be paid to him, and agreeably to the arrangement, he should take care of the pagah and villages; if he failed in so doing the arrangement of the villages and the drafts should be taken from him. I see no other course to be adopted.

10. Some delay will occur in making the arrangements above proposed, and the time for attending to the villages is progressing, therefore the amount of revenue to be received should be speedily settled, if not, the arrangement now made by the Sirkar of 1,000 rupees on account of deficiency is a very fair one, but when the village proceeds are not properly received, this arrangement will not prove sufficient for the Pole. If Mr. Sutherland had, instead of these villages, arranged to receive the amount in ready money, viz. *Rs.* 7,193. 12, the Pole would not have been involved in difficulties; and it would be well for either the sowkar or village patells to settle the amount to be paid on account of the villages, or if any other person is willing to give the sum of 5,300 rupees annually for a period of

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10 years, it would be advisable to make the agreement; but something should be done without loss of time.

11. Drafts amounting to 9,000 rupees have been received from the Guicowar, from which the sum to be returned to the Durbar is not yet settled, but according to the Pole's receipt it would appear to amount to *Rs.* 1,341. 9. 3, and there remains due to the sowkar for three years the sum of 3,000 rupees, leaving a balance of *Rs.* 4,658. 6. 9, which, if paid to the sowkar without making the agreement proposed in the 9th paragraph, he will not trouble himself to effect the proposed arrangements, and if the money be deposited in the treasury loss of interest will ensue. The Guicowar Government remonstrates against the claim for the five years' deficiency, and on this subject the decision of the Bombay Government has not been received, therefore it will be advisable if a banker will agree to refund the money whenever required, to make the amount over to him, or keep it in deposit pending the final instruction of Government.

(C.)—No. 2.

TRANSLATION of *Nursoo Luxmoon's* Report, regarding the Villages belonging to Pole; received in July 1848.

THE nemnook of the paga is *Rs.* 7,193. 12, for which three villages, Sundana, Antrole, and Wasna were given. These villages having been made over to the Honourable Company, other villages were made over to the Pole in 1819 by the Guikwar, viz. Kaseepoora and Ahmodur, purgunnah Baroda, and Jamboowara, purgunnah Wagora. From the beginning it was reported that there was a deficiency in the revenues of these villages, and the deficit amount was received from the Guikwar Government. In 1824 a settlement was made, by which the Guikwar Government was to pay 1,000 rupees on account of this deficit.

2. The revenue in these villages was collected in kind (bhagbuttaee). In Kaseepoora, however, a begotee is levied on a few beegas of land, called "koovatur." The management of these villages were, up to this time, made by the paruk, &c., on the part of the Pole, but no one took any trouble to improve the conditions of these villages, the Pole not being a person of any capacity to do it. The patells of these villages, I hear, have been defrauding Government of its lands. In 1840, when the paga was re-established, the management continued in the hands of Paruk Kandass Wagjee for five years. In 1840 only the revenue amounted to *Rs.* 5,851. 14. 9; since then it began to fall off every year, the cause of which may be owing to the want of management, as also to a decrease in the crops, and the low rate of the price of the grain, &c.

3. In consequence of the villages not having been properly managed, they were farmed, in 1844–45, by Mr. Ogilvy, on the part of the Pole, to the three patells of Kaseepoora, at an estimated amount of 5,700 rupees per annum for seven years, nisha for the first year having been taken; but the Pole proposed to Mr. Ogilvy to appoint another paruk in the place of Paruk Kandass Wagjee, to which that gentleman would not give his consent. After the arrival of Sir R. Arbuthnot, the Pole renewed his proposal to that gentleman, who, after being much importuned by the Pole, told him that if he was desirous of changing the paruk, he should settle accounts with Kandass Wagjee, and that he was to appoint another paruk direct, in which the Resident would not interfere. On this the Pole got another paruk, and brought him to the Resident, and also produced a paper of agreement entered into with him, but which document the Resident would not see, and told him that there was no occasion for the Resident to interfere in the matter, when both replied, that unless the Resident gives his support, in case any objection be raised to the paruk receiving the paga, villages, and the chittees, no paruk will come forward to lend him money. In this manner a "tukrar" was carried on for six or seven months; and, as the paga was beginning to get embarrassed, the Pole produced a writing to the Resident, and requested his signature to it, who, without first seeing the agreement entered into between the Pole and the paruk, guaranteed this document, translation of which was submitted to Government, under date 13 August 1846. The guarantee of Sir Robert Arbuthnot is as follows: "This engagement has been executed before me, by Gorajee bin Soobanjee Pole, and accepted by Chotoolal Kissunlal, the vakeel on the part of Jugjeevundass Kandass, banker in Baroda. The villages and chittees mentioned in it being now held by Gorajee Pole, under the British guarantee, the same is hereby extended to Jugjeevundass Kandass, to the extent that the said Gorajee Pole shall not interfere with him in their management, so long as the conditions of the bond are fulfilled, or any debt arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained in *its proper footing.*" Date 14 January 1846. The accounts of Kandass Wagjee was therefore settled, from the amount of the revenues of the villages, for Sumvut 1901 (A. D. 1844-45), which was deposited in the treasury, on account of the Pole's intention of changing the paruk, and the balance was paid to the new paruk, through the Pole. From Sumvut 1902 (A. D. 1845–46), the management of the villages was made by Dulputram and Rusikram, on the part of the new paruk. After this what transaction took place between the paruk and the Pole, and how the management of these villages was carried on, no one ever reported at the Residency.

4. Afterwards

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4. Afterwards it was reported to Mr. Andrews, that, owing to the imbecility of the Pole, the management was made direct, by which the Pole's debts would be increased; and, unless the affairs were looked after, difficulties would arise hereafter. Accordingly a report was made to Government, on the 13th August 1846, and a translation of the writing passed in the time of Sir Robert Arbuthnot was submitted; to this a reply was received, dated 22 January 1847, No. 313, on which the kamdar of the paruk was sent for, and was desired to produce the accounts, who did so, for the year 1845–46, and said that those for 1846–47 would be produced as soon as they were prepared. From these accounts it appeared that the villages were not managed according to the putta, but a "kucha" management was made, by which a deficiency occurred. Why the paruk did not take "nisha" from the ezardar for the other years, as he did for 1845, is not known, neither has it been ascertained that any order was issued by the Resident on the subject, or any report received from any one. Afterwards the accounts for 1846–47 were produced, in which the deficiency was greater than that of 1845–46. A separate statement of the revenue of the three villages has been prepared, abstract of which is as follows:

Year.	Ankra, according to Putta.	Net Revenue.	Deficiency.
	Rs. *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*
Sumvut 1902 (1845–46)	5,700 – –	4,254 15 3	1,445 – 9
„ 1903 (1846–47)	5,700 – –	2,844 14 –	2,855 2 –

According to the above the revenue is shown, but to test which it is a difficult matter, because had the begotee assessment prevailed in these villages, something would be known; but a bhagbuttaee system prevails in the villages of the Guicowar Government, in which fraud could be carried on in the following manner:

First. There is no "khurda," or register of lands, either of the Government or ryots.

Second. Whether the produce of the lands pointed out by the patells as Government property is taken to the "sirkaree khulee," or elsewhere.

Third. After the produce is brought to the "khulee," and until the crops are thrashed, the ryots, in concert with the havildar, steal the grain.

Fourth. When the grain is weighed by the banian and mehta, roguery is carried on by them.

Fifth. Also, when the grain is sold.

In this way fraud can be carried on in the bhagbuttaee villages. In the fourth and fifth cases the fraud could be detected, but not in the first, second, and third, except some trustworthy person is appointed to the village, and a "khurda," or register of land is kept. The difference in the two years' ankra may be ascribed to these causes. In the villages of Ahmodur and Jamboowara cultivation of rice is alone made, and I hear that in the year 1846 a famine took place, by which they have suffered; but in 1847 it was not so, only that there was a slight decrease in the price of grain. In 1846 the rain, &c., was favourable to Kasseepoora. In 1847, I hear, owing to much rain, the cotton crop in this village had suffered, still the amount of deficiency is high, by which it appears that some fraud has been carried on, and if so, it can only be known by sending a karkoon to these villages to institute inquiries. No "rozmail" (daily cash), or "khatawaee" (ledger) is regularly kept.

In the amount of expenditure, under the head of "Gam Khurch," there is some doubt, the vyvutdar having kept no rozmail, or daily account; and there are many items in it which should be struck off, and regarding which an inquiry is necessary to be made.

The paruk has not produced the accounts for 1904 (A. D. 1847–48), and states that the villages were made over to the patells, agreeably to the ankra fixed. This he mentioned on the 16th February 1848. The particulars of the ankra are as follows:

	Rs. *a.* *p.*
Kassepoora - - - - - -	3,001 – –
Jamboowara- - - - - -	501 – –
Amodhur - - - - - -	1,601 – –
Seewai Juma - - - - -	275 – –
Rs.	5,378 – –

On questioning the patells on the subject, they acknowledge to having taken the villages at the above-mentioned ankra. It appears that, afterwards, 200 rupees was added to the amount of Ahmodhur, which make a total of 5,578 rupees. The "kucha" accounts of these villages for this year have been received from the patells, but correct accounts have

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not been prepared from them. According to the fixed ankra a small deficiency appears in the amount; but this year's produce has come up to the amount of the putta.

(C.)—No. 3.

TRANSLATION of a Memorandum, by Nursoo Luxmon, Native Agent, showing the Amount received from his Highness the Guicowar, on account of the Deficiency in the Villages granted on account of the Nemnook to the Pole's Family, from Sumvut 1896 to 1904 (A. D. 1839–40 to 1847–48), nine years, at 1,000 rupees per annum - - 9,000 rupees.

					Rs.	*a.*	*p.*
Amount formerly received by the Pole from the Guicowar Government, as stated by his Highness, viz. - - - - - - - -					1,341	9	3
	Rs.	*a.*	*p.*				
Amount to be paid to the uncle of the Pole - -	709	4	–				
Paid to the Pole's creditors by his Highness - -	190	–	–				
	899	4	–				
This balance the Pole says he has not received. This sum, viz. *Rs.* 1,341. 9. 3, should, for the present, be kept in deposit, until an inquiry has been instituted, his Highness having been called upon for receipts of the parties to whom payments have been made -	442	5	3				
Payment should be made to Paruk Juggeevundass Kandass, agreeably to a writing passed by the Pole, from Sumvut 1902 to 1904 (A. D. 1845–46 to 1847–48), three years - - - - - - - - - -	-	-	-		3,000	–	–
After deducting these two items from 9,000 rupees, there remains a balance of - - - - - - - - - - - -					4,658	6	9
				Rs.	9,000	–	–

This balance is required to be paid to the paruk, on account of the Pole; but pending the inquiry into the accounts of the paruk, if the money is kept in deposit, there would be a loss in the interest, as the Pole has taken a loan from the paruk for which payment is due. The paruk has struck a balance against the Pole, in his account, up to Sumvut 1903 (A. D. October 1847), *Rs.* 15,532. 15, from which, if the above 3,000 rupees be deducted, leaves a balance of *Rs.* 12,532. 15. There is, therefore, no objection to pay the paruk the balance above shown, viz., *Rs.* 4,658. 6. 9.; but if this sum is at once paid to the paruk he will entertain hopes of his claim being fully paid, therefore, the paruk should be told, that as this money is for the years prior to his having entered into any transaction with the Pole, his Highness holding receipts of the Pole for those years, he should furnish a writing to the effect, that should the money be demanded by the Sirkar he should refund it. By taking such a writing from him, on which payment is to be made, he will show some desire to have his accounts settled.

(True translations.)
(signed) *Montagu Battye*, Assistant Resident.

(D.)

TRANSLATION of an Engagement entered into by the Patells, Mooljee Muckundass, Rughoonath Meetah, Dessaee Wullub, of Kaseepoora, with Gorajee Pole, dated 14 September 1844.

THE following are the agreements which we are willing to abide by regarding the revenue of the villages of Kasseepoora, Amodhur, and Jamboowara, on account of the paga, from the year Sumvut 1901 to 1907 (A. D. 1844–45 to 1850–51), being seven years:

				Rs.	*a.*	*p.*
The revenue of these three villages, for the year 1901, is estimated at				6,001	–	–
From which must be deducted, on account of the annual enam, from						
Kasseepoora - - - - - - - -	*Rs.*	100	– –			
Amoodhur - - - - - - - -		45	– –			
On account of pagotee and shurpoy to us as contractors		155	– –			
				300	–	–
Leaving a Balance of - - - - - - -	*Rs.*			5,701	–	–

which

which we agree to pay without remission or deduction of any sort whatever. The expense of Girass, Hukdustooree, Mehta's pay, and provisions will be defrayed by us, for the following years, viz., 1902 to 1907, as above stated. We agree to pay the sum of 5,701 rupees annually, according to the above statement. We agree to pay the amount by the following instalments: Charges against Nurroo Punt.

	Rs.	*a.*	*p.*
On the 2 Paush Shood (February) - - - -	1,901	–	–
On the 2 Falgoon Shood (March) - - - -	1,900	–	–
On the 2 Jeyst Shood (June) - - - - -	1,900	–	–
Rs.	5,701	–	–

Until the termination of the period above specified, in whatever currency is in circulation at the time. The cultivation of these villages will be properly attended to; and for any profit or loss we are alone responsible.

2. For the regular payment of the instalments nisha security shall be furnished through the Resident, every October, in failure of which your kamdar, whom the Resident may have appointed, shall attach the villages, and collect the revenue; and if the collection thus made does not come up to the amount specified in the agreement, we will make good the deficiency. We are alone responsible for any fluctuation in the revenue, and will make good the amount specified in the agreement, for the period for which that agreement is made.

In excess of the above amount, whatever is due on account of the patells, as enam, girass, charitable expenses, huck dustoree, will be paid by us every year, and we will furnish you with their receipts, in failure of which the amount shall be paid to you; any other expenses connected with the villages will be defrayed by us.

Agreeably to your custom, we will recover half, or a proportion of the revenue, from the ryots, but nothing shall be exacted in excess of what is customary, and no injustice shall be practised. In the event of your wishing to examine the accounts of the villages, they shall be shown to you; and, on the expiration of this agreement, in the year 1908 (1852), the villages shall be restored to you in proper order. Security is furnished to this effect.

If within the period of this agreement one inch of land is either sold or mortgaged, we will make good the value of it, and be answerable for any fine which may be levied.

As the patells of Amodhur and Jamboowara have refused to enter into an agreement with regard to their villages, we have done so with their consent, and if within the period of this arrangement they agree to enter into the contract, we will make it over to them, but, without the permission of the Resident, we will not give it to any other party. In the event of the patells of Amoodhur and Jamboowara accepting the agreement, we are responsible that they abide by the terms specified above.

You may send and cut as much grass as you require for the paga from the meadows of Jamboowara, paying, of course, for the cutting of the same, and no objections will be made by us to your taking wood, as heretofore, from the villages.

Any fines which are levied on account of encroachment of land, or robbery of its produce, will be collected by us, and those levied on account of disturbances, &c., shall be paid to you.

If within the above-stated period any unforeseen accident occurs, we are alone responsible, and have no right to apply for remission; but if, on examining our accounts, it appears that we have been losers by this agreement, then, taking into consideration the district custom, it is expected that, through the Resident, you will make arrangements for granting to us a proper remission.

The above agreement we have written willingly, and in our proper senses, and do hereby promise to act up to the same, in failure of which this agreement will be cancelled by the Resident.

(signed) *Rugonath Meetah,* } Patells.
Dessai Wullubdass, }

Witnessed by—
Damoodhur, Gomasta, of Kandas Wajee.
Humeer Vukka, Patell, of Amoodhur.
Bhugwan Kussul, Patell (written by Humeer Vukta).
Omsid Unnope, Patell, of Jamboowara.

3 October 1844.

(signed) *T. Ogilvy,*
Assist. Pol. Commissioner in Charge.

(True translation.)
(signed) Montagu Battye, Assist. Resident.

Charges against Nursoo Punt.

(E.)

TRANSLATION of Extract from *Baba Furkey*'s Report regarding the Villages of Gorajee Pole; dated August 1848.

1. I WAS sent for by the Resident on the 24th of July 1848, and desired to inquire into the cause of the great reduction in the revenue of the Pole's villages in the years 1902 and 1903, upon which I sent for the numerous accounts connected with the pagah and villages, and have now the honour to report the result of my investigation.

4. On examining the account of grain I find that the daily expenditure is not specified; neither has the grain for horses absent on moshul or other duty, &c., been accounted for for four or five years. A balance in the Pole's favour remained in the hands of the paruck, in which case he ought to have laid in a supply for the year, when a favourable opportunity occurred, instead of which he purchased grain every month at a considerable cost, the price of which here and there specified is in excess of the bazaar rate; but the account has been so irregularly kept, that the correctness cannot be properly tested. In my opinion, therefore, I think a hundred kulsees of grain per mensem would be a fair proportion for the 21 horses, which I have included in the separate statement; but from the paruck's account of grain for the last eight years, the sum of *Rs.* 1,142. 3. 6. appears in excess of the quantity which I consider sufficient.

5. The grass account also appears to me very exorbitant, because from the time the pagah was established, it has been chiefly employed in the districts; and for the few horses stationed at Baroda it is impossible that so much grass could have been expended. For seven or eight months in the year it is the custom in all pagas for the ghorawallas to cut grass for the horses in the districts; and on examining the accounts of the different thanas, such appears to have been the case with this pagah; but even allowing for the forage of cattle and for any grass which may have been given to persons in Baroda, an excess of what I consider a fair proportion (as shown in the statement) amounts to *Rs.* 2,046. 15. 3.

6. The yearly account for horse-gear, &c., also strikes me as being very high, and the several articles mentioned in the list could not have been required for the pagah; the estimated expense under this head will be seen in the statement, and there is an apparent excess of *Rs.* 730. 12. 3. in the paruck's account.

7. The item for horse massulla is not clearly specified, and the articles which are in places mentioned are more calculated for the use of men than horses; but allowing that this mussalla was actually necessary, in the event of horses being overworked or out of condition, &c., the sum mentioned by the paruck could not have been expended. I have given what I consider a fair allowance for this item in the statement, which is exceeded by the paruk to the amount of 354 rupees.

8. The dates of enlistment and discharge of the person belonging to the pagah are not specified; neither is there any mention made of the casualties which may have occurred by death, &c. The total amount of the abstract is all that is given, and only on one or two occasions are the names specified: it is therefore impossible to form an opinion as to the correctness of this charge.

9. The amount claimed by the sowkar on account of interest and munotee amount to *Rs.* 4,057. 8., but in the absence of a detailed statement showing the rate of interest charged, this item cannot be tested. Jugjeewon Kandass' accounts are now under review in the Residency Office, and any discrepancy which becomes apparent should be deducted from the above sum. This debt having been guaranteed by the British Government, the charge of *Rs.* 324. 8. on account of sirpow should not have been made.

10. No objection can be made to the money expended on the several festivities, &c., there being no fixed sum laid down for these occasions; and the Pole seems to have distributed whatever amount he thought proper.

11. The pagah accounts strike me as being very exorbitant, considering it only consists of 21 horses; that belonging to Ohmed Khan Godrakur consists of 20 horses, for which he enjoys nemnook of 4,800 rupees from the Guicowar, with a deduction of 300 rupees on account of potdaree, &c. Both these pagahs, I remember, were established by Mr. Sutherland in the same month. The Pole's nemnook exceeded that of Ahmed Khan's by about 2,000 rupees, and when the pagah of the former was reorganised by the Resident about the end of Sumvut 1895 (A.D. 1838/39), the sum of *Rs.* 14,287. 8. for the two previous years, Sumvut 1894 and 1895 (A.D. 1838 to 1839), was received from the Durbar, which enabled him to purchase horses. On the other hand, Ahmed Khan, receiving no assistance from the Guicowar Government, was obliged to borrow 4,000 rupees to meet the expenses of the pagah; he shortly afterwards died, and his son having no other course to pursue, paid a nuzerana of 3,060 rupees to the Durbar, and carried on the duties of the pagah. The amount of interest on these two sums, amounting up to this date to about 4,500 rupees, has been adjusted from Ahmed Khan's pay, and the duties of the pagah are properly conducted; he has, like the Pole, a large family to support; but with the exception of the original debt of 7,000 rupees, he is not involved; whereas the Pole, after having expended the money received from

from the Durbar and the village revenues, is in the sowkar's debt up to Sumvut 1903 (A.D. 1846/47), to the amount of *Rs.* 15,532. 7. 6., as shown in the detailed statement herewith forwarded. Charges against Nursoo Punt.

12. In the village accounts for the year 1900, A.D. 1843/44, Kandass Wagjee has written off 194¾ kulsees of dhungur as unsold, the value of which, amounting to *Rs.* 1,679. 11. 6., he has deducted from the balance of the village revenues, and credited under the head of "Dhungur in hand;" of this grain 100 kulsees were sold in the 1901 (A.D. 1844/45), for *Rs.* 795. 5., which was credited in the accounts for that year, in which the sowkar struck a balance against the Pole for *Rs.* 2,257. 15. 9. For that year the Pole gave a puttah for the three villages for 5,701 rupees; but in the paruck's accounts only 3,801 rupees was credited, and the 1,900 rupees is nowhere accounted for; the business of the Pole's pagah, from the year Sumvut (1902 A.D. 1845/46), (when Sir R. K. Arbuthnot was Resident), was placed in the hands of Jugjeewan Kandass; but there are no documents to prove whether the balance due by the Pole to Kandass Wagjee was ever settled or not. On questioning Nursoo Punt on the subject, he furnished me with two yads on the 16th of August 1848; one being a detailed account of the sum of 1,900 rupees, and the other showing the settled amount claimed by the Pole against Kandass Wagjee. From this document it appears that Pole objected to some of the items of the paruck's account, which were inquired into by Sir R. K. Arbuthnot, and decided against the sowkar. Against one of the disputed items it is written that the paruck denies having fixed the price of the dungur, and that it was kept because nobody would buy it; but as the paruck cannot prove that he reported this circumstance either to the Resident or the Pole, it was decided by the Resident that the rent of the place where the grain was kept, and the price of the remaining dhungur, with interest, amounting to *Rs.* 415. 4., should be made good by the paruck, which was done accordingly. This was a just decision, because the paruck failed to report the circumstance; but on examining the papers connected with this pagah, several instances of this kind have become apparent, by which considerable loss has been sustained, in consequence of their not having been brought to the notice of the Resident.

13. The produce of the villages of Kasseepoora, Amodhur, and Jumboowara for the year 1903 (A.D. 1846/47), is stated by the wyvutdar to be very deficient; but no inquiry can now be made regarding it, because in these villages there is no regular system of collecting the revenue by beegahs, or specified arrangement with the ryots. When the grain is ripe, the amount to be collected is ascertained, or after the harvest it can also be calculated in the same year; but now it is impossible to ascertain the fact, and no satisfactory information can be obtained on the subject from either the pagadar or patells, because they would be obliged to make good the amount according to the contract; and as they have all been implicated in this system of robbery, they will not produce the proper accounts. Such is the rascality which has become apparent, and I will now endeavour to point out how it has been carried on.

1st. The patells of Kassepoora have established between 35 and 40 families of Sindees in the village, to whom they have sold and mortgaged land; and on the plea of having disposed of it in this manner, the patells themselves receive the produce. Some of the land has also been pronounced as belonging to other people. The system in villages of this description is, that all the grain produced should be collected in the khullee; but there being several Sindees in this village, the patells and ryots are all concerned in a system of robbery, and keep the grain in their own fields and houses; and in the event of this grain being claimed as belonging to the sirkar, they declare it to be the produce of the land purchased by them. This is the system which I found to have been carried on, upon which I sent for Patell Govind Norrotum, of Kusseepoora, and his deposition was taken before Mr. Battye, on the 23d instant.* He said that he could not give information, as it would cause ill-feeling between his companions and himself, but that when the management of the village was in the hands of the sirkar, he would tell everything he knew. I then persuaded him to give all the information in his power; and on the 24th instant he made a statement before Mr. Battye to the effect that the revenue of 14 koombas of land was not credited to the sirkar, and for the robbery of grain by a kolie, which was satisfactorily proved, no compensation had been recovered; that a portion of the sirkar's land had been marked off as belonging to other people. I have examined the accounts for the years 1902, 1903 (A.D. 1845/46 and 1846/47), which the wyvutdar has furnished, written by the metah; but the daily accounts and detailed statements have not been produced; and on examining the four chopras furnished by the patells and tullatees, for two years, it seems that they are not the original accounts, but have been made up with a view to show a deficiency; and on desiring them to produce the documents from which they made their collections, they replied that they had no others than those already produced; but it is quite impossible that the revenue could have been collected from the papers which were shown to me. The accounts of the villages in the neighbourhood belonging to the Guicowar were called for by the Resident, at my request, from examining which the produce of this village for the year 1903 would necessarily be less than that of the former year, though not to the extent mentioned by the wyvutdar; a deficiency of 500 rupees may have occurred in the cotton, &c., but the other losses specified appear to be incorrect. * Appendix to (E.)

2d. The chopras of the Amoodhur village for the years 1902 and 1903 have been furnished, and on my desiring the metah to produce the daily account, he replied that no regular chopra had been kept, but that the papers had been given to Russiekram Wyvutdar, but

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but they are not contained in the list which the wyontdar received from the mehtah, and it is not customary to keep these kind of accounts on separate papers; but this is the excuse they give for pronouncing the deficiency of the villages. Moreover the chopras which the patells and tulatees have produced are not framed according to the usual custom, and appear to have been newly made up. Consequently I sent for the patell, Morar Dajeet, Nuthoo, &c., to inquire about it, but they are such ignorant people that they could give me no information as to how much grain was produced in the year 1904 (A.D. 1847/48), or which quantity had been made over to the sirkar, and how much they themselves had received; and on my asking them what amount of fines had been imposed upon them by the wyontdar, during the year 1904, they showed the amount by grains of grain, from which I made a list, and showed it to Mr. Battye. On comparing this with the statement of fines furnished by Russiekram, the wyvutdar's gomashta, a great difference became apparent. From this account of fines it appears that Patell Humeer, who now has the management of the village, is in league with the wyvutdar and Gorajee Pole, and that they secretly benefit themselves. From an examination of the accounts of the neighbouring villages belonging to the Guicowar, there does not appear to be good cause why so great a deficiency should have occurred in the revenue of Amoodhur.

3d. The produce of the village of Jumboowara for the year 1903 (A.D. 1846/47), compared with that of the neighbouring village belonging to his Highness, does not appear correct; and at the time of Kandass Wagjee the revenue of this village was never so small as it is now stated for Sumvut 1902 (A.D. 1845/46), viz., *Rs.* 97. 1. 6. For these two reasons, therefore, I do not think the accounts furnished by the wyvutdar are to be depended on.

From the above circumstances you will be able to judge as to the cause of the deficiency of the revenue of these three villages.

14. On examining the annual expenses of these villages, the accounts for the two years furnished by Jugjeewan Kandass exceed those of Kandass Wagjee.

15. On examining the chopras for 1903 (A.D. 1846/47), it appears that some of the grass from the village of Jumboowara had been made over by the Pole to Russiekram and Sumputram; but in the deposition of the former, taken on the 31st of August 1848, before Mr. Battye, he states that the expense of cutting and carriage of the grass was paid by him, and not included in the pagah expenditure; upon which he was told that if such was the case, he must produce the chopras in which this item was recorded; to which he replied that he had not kept an account; that the cart-hire had been deducted from the money due by the villagers to the Pole; that the expense of cutting was included in that belonging to the Pole, and that for the quantity used by him he paid for; but it is very evident that if such had been the case, he would have entered it in his private account, which it is usual to keep; therefore I imagine that the money was never paid. In the account of the village it does not appear that cart-hire had ever been adjusted; and on questioning Bappoo Babajee Carkoon, belonging to the Pole, as to the 36,225 poolies of grass, mentioned in the chopras of 1903 as having been made over to Russikram and Sumputram, belonged to Gorajee Pole? he replied, that he did not know what arrangement had been made between them, but that he had written it in the chopra as directed by the Pole. I then asked him how it was that when I yesterday inquired about the grass, he replied, that the Pole had desired Russukram to build a stack near the fakeer's abode, and that when the grass at the Pole's house was expended, they commenced using the other stack; whereas, to-day, he states that he entered the grass in the chopras in Russickram's name, according to the Pole's order; to this he replied, that he certainly did say so yesterday, but that he was not fully aware of the circumstances of the case; and on my asking him if the reason of his denying his former statement was in consequence of the Pole or Russickram's being angry with him, he said that he thought the grass had been stacked near the fakeer's abode. From the above depositions, and the statements of Gorajee Pole and Kasseeba Pole, it appears that none of them agree, and that no dependence can be placed on what either the Pole or Russickram state. I am quite convinced in my own mind that the grass which was taken by Russickram all belonged to the Pole.

16. In Jugjeewan Candass' account for 1903 (A.D. 1846/47), there appears an item of "*Rs.* 50. 8., cart-hire for grass conveyed from Jumboowara to Sowkaira in 1902," but at that time there was no grass remaining, and this item is evidently an imposition.

17. It appears from the chopras of 1903, that 4,460 of grass was received by the Pole from Sumputram's stack, near the fakeer's house; but on examining the account, these items seem to have been lately entered with a view to substantiate the statement which the Pole made before Mr. Battye, that he had borrowed about 10,000 of grass from Sumputram.

18. In Kasseeba Pole's deposition, taken on the 18th August 1848, it is stated that in the years 1903 and 1904 some cart-loads of grass belonging to the Pole had been given to Dinker Kessho, a carkoon of the Rewa Caunta Agency; and in the statement which Gorajee Rao Pole made on the 25th August 1848, before Mr. Battye, he says, that of the grass which he gets from Jumboowara he gives 1,000 to the carkoon Dinker Kesshow, the cost of which in the first instance is paid by him, and that he afterwards receives the money from the carkoon; that if the entry is made in his private account he will produce it.

This

This account was accordingly brought by one of his karkoons, named Bappoo Ballajee; but there is no entry of money having been received from Dinkur Kesshow. In the account, however, of the pagah expenditure, for the year 1903, there is an item of 1,000 of grass having been made over to the Carkoon Dinker Kesshow, and in the year 1904 a further supply of 750 poolies to the same individual. The karkoon was sent for to give his deposition, but he was unable to attend in consequence of sickness. From the above-mentioned documents, however, it does not appear that Dinkur Kessow had ever purchased any grass from the Pole. Charges against Nursoo Punt.

19. The patells of the villages of Kasseepoora, Amodhar, and Jumboowara appear to have sold and mortgaged land both before and since these villages were made over to the Pole. Without examining the documents, it cannot be ascertained whether it is correct or not, and an increase of revenue will not be obtained. If the numerous grass meadows in the village of Kasseepoora were cultivated, it would add greatly to the produce, and the frequent complaints now made regarding the deficiency of the villages would be removed.

(True translation.)

(signed) *Montagu Battye*,
Assistant Resident.

Appendix to (E.)

TRANSLATION of the Deposition of *Govind Nurotum*, Patell of Kassipoora, dated 23 August 1848.

Question. How do you account for the deficiency in the revenue of your village during the year 1903 (A.D. 1846/47)?—*Answer.* Goiajee Pole formerly entered into an agreement with me and three other patells to receive the sum of 3,300 rupees for the year 1902. Afterwards Girdur Parek, goomasta of Jugjeewun Kandass, came and told me that if I could make the produce of the villages exceed that sum, he would give me service on the same terms as Kandass Wagjee used to do; upon which I showed him how could I increase to 4,250 rupees, and we entered into an agreement. Instead, however, of paying me the 100 rupees which he promised, he divided it amongst the other patells, for which reason I took no trouble about the revenue of 1903, and a deficiency has consequently taken place; the havildar of the village does not understand his duty, and does not know what ground belongs to the sirkar, so that the produce has not been properly collected.

You patells enjoying enam and grants of land, how is it that you did not take care of the village revenue?—The other huvaldar was a kolie, named Bappoo Govindia, who did not take proper care of the revenue, for which reason we patells asked Nurotum Mehta to discharge him; but as the kolie threatened to burn our houses if he was turned off, he was allowed to remain. As we patells were all friends, we never informed against one another, but why the mehta did not discharge the havildar I know not; in the year 1903, in consequence of the heavy fall of rain, some of the cotton was spoiled.

Do you know of anybody in your village who, on the pretence of land belonging to the sircar having been sold, enjoys the produce himself?—Such is the case, but if I was to give you information, it would give me to ill-feeling between the other patells and myself; therefore I cannot tell you now; but when the management of the village is vested in the hands of the British Government, I will tell you all I know.

(signed) *Govind Nurotum*,
Patell of Kassipoora.

Before me, this 23d August 1848.

(signed) M. Battye,
Assistant Resident.

TRANSLATION of *Patell Govind Nurotum*'s Deposition, taken on the 24th August 1848.

THE following is a statement of the sircar land which has been appropriated by the undermentioned persons during the year 1902 and 1903, and the produce of which they have stolen.

Scindee Ali Sullaman purchased four koombas of land from Patell Mooljee and Rugoonath, in which Dessaee Putell had a share.

Putell Mooljee Mukkundass has taken possession of four koombas of the "Bugunwalla" (the name of the fields) land.

The same putell enjoys the produce of land, said to belong to a fukeer of Dhakore.

Putell Dessaee has taken two koombas of Tulwana land.

One koomba of land, in which Putell Narun has a share, has been sold to Jemadar Jugmalby Putell Rugoonath.

Charges against Nursoo Pupt.

Two kambas of land, formerly belonging to Sevcurur Narran, the produce of which, previous to 1902 (A.D. 1845/46), was collected on account the sirkar, is not done so now.

Kolee Bapoo Govindia, who was formerly havildar of the village, stole grain from the "Khullee" in Sumvut 1903 (A.D. 1846/47), which was reported to the mehtas Babajee and Nurrotum, and proved to be the fact; notwithstanding which he was neither fined nor made to pay compensation.

Putell Mooljee Mukundass neglected to cultivate 35 koombas of the sirkar land, but kept it as grazing ground, and thereby caused a loss to the Government.

Putell Dessaee Vullub was guilty of the same negligence with regard to 20 koombas of land.

Putell Rugoonath Mehta allowed six koombas of land to lay waste in the same manner; as did also Putell Govind Nurrotum six koombass, and Putell Narun six koombas.

The above statement is correct.

(signed) *Govind Nurotum*, Putell.

Before me, this 24th August 1848.

(signed) *M. Battye*,
Assistant Resident.

(True translation.)

(signed) Montague Battye,
Assistant Resident.

No. 335. MINUTE by the Right Honourable the Governor, concurred in by his Excellency the Commander-in-Chief and the Honourable Mr. *Reid*.

1. IN para. 2 to 13 of this Report, Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaik Moreshwar, a person not in the employ of Government, in investigating the claims of Paruck Jugjeewun Kandass against Gorajee Pol, who is a pagadar of his Highness the Gackwar, holding our guarantee. I am of opinion, that with his suspicions excited, Colonel Outram was justified in making use of extra aid in prosecuting his inquiries into this case; but I consider that he greatly erred in seeking it from a person whose employment, in a political office, had before been forbidden by Government; a procedure which shows that he could not have examined the records of his office, in which the former correspondence concerning this person existed.

2. With reference to the 14th para., I consider that we must hold the banker bound by the terms of the agreement under which a yearly expenditure of 5,412 rupees may be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid. We have nothing to do with any other payment which he may have made to the pagadar.

3. We also must consider the annual amount of the seven years' lease to the patels, as the yearly revenue received by the banker, viz., 5,700 rupees. Thus, according to the Resident's calculation, Gorajee Pol will be on the two years a creditor to the amount of *Rs.* 278. 5. 5. As there are said to be, however, other advances made to Gorajee Pol, he should be informed that the Government decide that this sum is at his credit with the banker. He may be left to recover, or allow it to be carried to his account, as he pleases. I do not think Government bound to recover it for him, as it is evident that much of the embarrassment of the case has been caused by his connivance or imbecility.

4 Colonel Outram's proceedings, as reported at the commencement of the 16th para, and his suggestion for making the patels abide by their seven years' contract, may be approved.

5. With reference to the 17th para., Colonel Outram may be informed that if there are no other claims against the pagadar than those discussed in this report, the arrears of the payments from his Highness the Guicowar may, to such extent as he may report advisable after defraying the arrears guaranteed to the banker (the amount of which should have been specified), remain in the Treasury, as a fund wherefrom to meet the expenses incurred annually, previously to the realisation of the revenues.

6. Colonel Outram has represented the conduct of the Native Agent, Nursoo Lukshmun, in this affair, as also in that of Govind Rao Guckwar, as open to the

the gravest suspicions, either of apathy and disregard of his duty to Government, or of culpable collusion with fraudulent and unprincipled parties. Charges against Nursoo Punt.

7. I think it is due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant for three lives of a village of the annual rental of 1,200 rupees, that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted; and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

8. I am informed, by my colleagues, who have had great experience of the native character, as displayed in connexion with the administration of the Government, that it is observable that while there may be very many cases which ought to induce honesty and good faith for their own sakes, there is at the same time an almost insuperable difficulty in fixing with precision, and with a certainty which leaves no doubt upon the mind, whether a public officer, accused of a dereliction of the path of duty, is a real culprit, or the victim of misapprehension and conspiracy.

9. This renders it the more necessary that natives high in office, especially those whose characters have hitherto been irreproachable, should not be condemned on bare assumption or suspicion; that charges should be fully and openly stated to them; that the characters and motives of their accusers, and of those whose agency is employed to convict them, should be known and appreciated at their true value, and that every facility should be afforded them of defending themselves.

10. In all Government offices, there is a spirit of rivalry and contest for power and influence, which while they may act beneficially as holding out to evil-doers the fear of detection, often lead to unjust accusations, and sometimes, perhaps, to unmerited punishment. In no place is this spirit more likely to be found than at Baroda, which has long been notorious as a very hot-bed of intrigue and villainy. I am told that Nursoo Lukshmun was in vain urged by his European friends on these grounds to abandon the idea of taking service at Baroda, and the result has been as those friends anticipated.

11. We ought, I think, as much as circumstances permit, to try Natives and Europeans by the same rule. Although a native may not, from the nature of his education, be imbued with the strict principles which we, from infancy, hold sacred, yet there cannot be one among those who have been any time in our service who does not well know by what standard of morality his conduct must be regulated. If Nursoo Lukshmun be found to have betrayed the trust reposed in him, or done wrong from pecuniary or other unworthy motives, I would not hesitate to punish him as I would an European officer in a similar position.

12. I have freely taken advantage of the counsels of my civil colleagues on this occasion, and my views of Naroo Punt's conduct, at first unfavourable to that functionary, have been modified by their opinions, especially by the cogent arguments of the Honourable Mr. Reid, and differ very materially from those of Colonel Outram. I therefore deem it right to enter into some detail respecting them, and shall commence with the case of Gorajee Pol.

13. The gravamen of the Resident's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of this affair, whether "from apathy and most blamable carelessness or culpable collusion with the Paruck in the frauds the latter has been carrying on." I have most carefully gone through the papers before us, and I can find no sanction whatever for either the one or the other of these charges.

14. Colonel Outram views the office of Native Agent, and the duties required of him, in an erroneous light. He would render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but

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what the Native Agent dictated to him. This is very apparent throughout his examination of Nursoo Punt, of the 26th August.

15. I think the answer given to the queries by Nursoo Punt are quite satisfactory. He seems to me in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. I may not agree with him in his opinion as to the necessity or expediency of relieving the Patels from their seven years' engagement, or granting them more favourable terms. But I see nothing to blame in it, and I dare say many persons, if they thought the terms too hard (and Furke's report, para. 13, art. 1st, admits that there were losses), would have deemed it right to make some abatement. Indeed, this is contemplated in the lease itself, in the concluding clause of which it is particularly specified that if, on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission. This fact, I observe nowhere noticed in the Resident's proceedings.

16. But the question of the rent of the villages, so far as the Patels are concerned, is a matter wholly foreign to the principal subject, which is, the state of the account between Pol and the Paruk. The bond of the 14th January 1846 distinctly lays on the Paruk the obligation of maintaining the leases. He might make with the Patels any arrangement he pleased, still he was answerable to Pol for the whole sum; and I cannot see that there was the slightest necessity for any inquiry into what the Paruk really got from the villages, nor for any investigation into their arrangement, so long as the Patels did not themselves complain of extortion or any violation of their contract, or the Paruk of being unable to realise his dues.

17. Furke's Report, of August 1848, if true, shows that the villages are mismanaged; probably they are so, but this is irrelevant to the question before us; and how any portion of that report reflects on Nursoo Punt, I am quite at a loss to understand. It was no part of his duty to manage the village, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

18. Nursoo Punt may have conscientiously thought that the village lease was far too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on; but reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as I have said before, this is quite a matter of indifference. If the Paruk chose to relieve the Patels from their contract to pay 5,701 rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

19. Colonel Outram alleges, in para. 7, much to the discredit of Nursoo Punt, in regard to what is termed the cancelling of the lease, but I cannot concur in his reasoning. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. I see no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the Native Agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the Paruk's hands. If he chose to "relinquish the security," this was his business. So long as he did not complain to the Resident that the Patels did not furnish security or pay the full amount; there was no necessity for the Resident, or any one connected with the residency, to know whether the lease was enforced or not.

20. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption) this is no crime. He affirms (*vide* answer to Query 24) "that it has always been customary to transact business in their (the Resident's) presence; and the Native Agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say, was said before the Resident," &c., &c. I believe this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the Native Agent saw everybody and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption that he concealed it from fraudulent motives.

21. As

21. As regards the account between Pol and the paruk, I quite concur in the decision which Nursoo Punt advocates. He distinctly says that the paruk cannot claim the Government guarantee to any sum beyond that advanced by him to Pol for the payment of arrears due for the expenses of the paga, and the annual sum of 5,412 rupees. It is true the amount of arrears is not given in the bond; it ought, undoubtedly, to have been so; but to provide for this was the duty of the Resident, and not of the native agent, who declares (and I see no reason to doubt his word) that the whole transaction was conducted by Sir R. Arbuthnot in person. It is unfair to impute blame to the native agent for the Resident's acts or omissions. Charges against Nursoo Punt.

22. The paruk claims a large balance from Pol for sums advanced annually beyond the stipulated amount of 5,412 rupees. Nursoo Lukshmun distinctly states that for this the British Government is not guarantee (*vide* answer to 17th Question, at its conclusion). In this, I can see no desire to aid the paruk in an unjust demand.

23. Colonel Outram dwells much on the obligation which the paruk had entered into in the bond not to expend a rupee beyond a certain sum, 5,412 rupees, *vide* para. 6 of his letter, in which he further states, "neither does the native agent in his report, nor did he even do so verbally, bring to my notice that the paruk was pledged in his bond to limit the expenditure to 5,412 rupees."

24. After reading the bond very carefully I can find no such stipulation or pledge. The paruk binds himself to pay yearly for the expenses of the paga 5,412 rupees, but there is not a syllable of pledge that he will not advance a single rupee more. The native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of 5,412 rupees was the minimum amount which the paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more he became a mere ordinary creditor of Pol for the excess.

25. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself; the bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Lukshmun, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see, that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

26. How far Pol is liable for sums which the paruk can prove to have been paid, or by his authority, beyond the arrears and the annual sum of 5,412 rupees, is another question. For the recovery of such excess, the paruk clearly can claim neither the interference of the Resident nor the possession of the villages. But he is not prohibited from urging his claim before a competent court. We should not, probably, as we are bound to maintain the efficiency of the paga, permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but we could not object to its liquidation from any other property that Pol might possess.

27. On these grounds, I cannot see any great impropriety in Nursoo Punt's suggestion, that any sum really due to the paruk beyond the 5,412 rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might justly have thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar than to make it over to Pol, who would at once have squandered it; and it is solely from a wish to avoid any interference in unguaranteed affairs, that I propose, when the expenses alluded to in the 5th para. of this Minute shall have been provided for, that the balance be made over to Pol instead of his creditor. Should any competent court make an award against him, I should

Charges against Nursoo Punt.

hold the remainder of these balances available in liquidation of it, in preference to pay them to Pol.

28. Matters might have been better conducted had the villages been managed by the Resident; but so long as the paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that we could not effect this without a previous settlement of the paruk's claims. In fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

29. When Colonel Outram asked Nursoo Punt why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Guikwar. This second reason Colonel Outram stigmatises as a mere excuse for delay; to me it seems a valid reason, because until that answer was received, the account between Pol and the paruk could not be adjusted. I see nothing suspicious in Nursoo Punt's having advanced it.

30. I can find nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the paruk's account of the sums disbursed by him to, and by order of, Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail. I understand them, indeed, to have been received from the paruk subsequently to the Resident's suspicions having been excited. Had Nursoo Punt examined these accounts, and proposed to allow the paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

31. Although I am of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the native agent in the investigation, I am of opinion that his grounds for suspicion were unsound, and that it is, therefore, much to be lamented that he entrusted to another a duty which he ought to have required him to perform. His integrity would have been fairly tested, had he been entrusted openly, and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the paruk's account.

32. On a careful consideration of the circumstances of the case, I cannot but look on the whole proceeding with distrust; and after a careful consideration, I think there are, as shown in the papers before us, not sufficient grounds for any suspicion that, in this affair of Gorojee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government.

33. I now proceed to the case of Govind Rao Guikwar's debt to the firm of Hurree Bukhtee, reported in Colonel Outram's letter, No. 209, of the 31st August 1848.

34. The charges against Nursoo Punt, arising out of this case, are:—

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2), and, to cite Colonel Outram's words, in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is."

2d. That he did not produce or allude to the accounts marked (E.) & (G.), which had previously been given in by the sowkar.

35. Nursoo Punt's report (B.) is simply a statement of the facts of the case. I do not find that in it he committed himself to a single opinion. It by no means bears the character that the Resident gives to it (para. 2), as embodying Nursoo Punt's views on the demand. It is true there is an omission in it, to notice the two memoranda received from Huree Bhugtee (E.) & (G.), on which I shall remark hereafter. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question in his examination of the 31st August (D.), Nursoo Punt gives a somewhat

what different complexion to the affair. He was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment. Charges against Nursoo Punt.

36. In his examination (D.) his opinions on the transaction are to be found. He would at once unravel the intricate knot by giving as interest only a sum equal to the amount of the principal; an opinion in which, on a careful consideration of the case, Government has concurred. After this it appears to me quite unnecessary to go further to decide on his connivance at a fraud, or his collusion with the firm. This fact seems at once to acquit him of all participation in the injustice which the firm may have desired to perpetrate.

37. On the second charge, Nursoo Punt admits that the documents (E.) & (G.) had been received in the office at the period of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844), had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the existing establishment, of keeping the duftur in proper order, and registering all the documents received.

38. This story is plausible. The question is, whether it is true. Colonel Outram (para. 5) admits the possibility of its being so, but took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

39. We have before us the bare fact that the documents were missing, and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, I should not hesitate to view it with some suspicion. But the only circumstance we know bearing on this point at all, viz., his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

40. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, I do not hesitate to express my belief of his statement. I should be sorry that my own character depended on my recollection of an isolated document that may have passed through my hands three years ago. And I cannot think that such a want of memory, as he has unfortunately displayed, should of itself suffice to brand him with ignominy, and to neutralise the merits of a long and unblemished service.

41. I have remarked at unusual length on these cases, because it is an easy matter, and requires but few words, to cause imputations on a native servant, on general considerations to declare him fraudulent and untrustworthy. But in inquiry into such imputations, an entry into minute detail is sometimes unavoidable, and even desirable; much time and labour has been required in weighing the justice of the inferences drawn from recorded facts.

42. The characters of native servants of high rank and standing in the service, ought to be objects of the peculiar care of Government. We should not admit of their being assailed lightly, or on grounds not shown, after severe scrutiny, to be sufficient. It is well known that natives consider our service as a sort of lottery. The tenure of a servant, however long or meritorious his service may have been, is held to depend on the fortuitous circumstance of who may be at the head of his office. A new Resident is appointed; then comes a struggle of parties; those at the head of affairs striving to retain their influence, and others to dispossess them, until either the influence of the one party is confirmed, or that of the others established in its place. It is greatly to be regretted that such is the feeling prevalent, but as it unquestionably is so, we cannot be too cautious in avoiding all proceedings which may seem to confirm its correctness.

43. In conclusion, so far from concurring in Colonel Outram's opinion, I think the examination into the cases before us has removed from Nursoo Lukshmun all suspicion of misconduct of any kind, so much so, that I consider it unnecessary even to inform him of the nature of the imputations cast on him (which

Charges against Nursoo Punt.

seems not yet to have been intimated to him), or to call for explanation on any single point in these transactions.

(signed) *Falkland.*
W. Cotton.
L. R. Reid.

28 December 1848.

No. 336.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Right Honourable the Governor and the Honourable Mr. *Reid.*

1. I HAVE carefully perused and considered the whole of these proceedings, and rejoice to be able entirely to concur in the view which our Right honourable President has taken of the conduct of Nursoo Luximon, the native agent at Baroda, in the two instances in which it has been called in question by Lieutenant-colonel Outram.

2. I say I rejoice at being able to arrive at the same conclusion; because it would have occasioned me deep regret to find that one who had served so long and faithfully in the Revenue Department, who possesses the highest testimonials of character from every officer under whom he has served, and who, in consequence of his merits and services had obtained a special and honorary grant in land from the Honourable Court of Directors, had betrayed his trust, and forfeited his high character, so soon after his transfer to another department.

3. With antecedents like the above, the strongest evidence ought to be adduced before we consider the native agent guilty of the misconduct imputed to him. Instead of this, however, I find that the charges preferred against him are almost entirely based on suspicion and surmise created in the Resident's mind, in consequence of the manner in which he performed certain duties entrusted to him.

4. And I would remark that the Resident appears to me, especially in the case of Goragee Pol, to have exacted from the native agent a duty and responsibility of a very unusual nature; one, in fact, which ought more properly to have devolved either upon himself or his assistant. When, moreover, the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which I am bound to state he escaped without any criminatory matter being elicited against him. His replies* to the Resident's interrogatories appear to me to be candid and straightforward, not those of a guilty man.

* *Vide* statement (B.) of the Resident's report, dated the 7th Sept. 1848.

5. I deem it unnecessary to enlarge further on the grounds of my opinion that the native agent has not forfeited the high and unblemished character which he has hitherto borne. It is impossible, I conceive, to resist the strong grounds in favour of his innocence urged in our Right honourable President's Minute.

6. With respect to the employment of Venaick Moreshwur Furkey, in investigating Gorajee Pol's accounts, I am of opinion this was both improper and injudicious, not only under the recorded opinion of Government, that this person was not eligible to be employed† in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned. Venaick Moreshwur was not only a rival candidate for the office of native agent when Nursoo Luxmun was appointed in 1844, but now aspires to succeed him in the event of his removal. In fact, notwithstanding the opinion of the Government of 1844 (in which I entirely concur), of his ineligibility for this responsible office, the Resident has actually proposed that Venaick Moreshwur should be appointed on the retirement of the present native agent.

† *Vide* Government letter, dated the 20th March 1844.

7. No doubt Mr. Remington's report‡ on the causes of Venaick Moreshwer Furkey's disqualifications for political office, and the decision§ of Government founded thereon, were overlooked by the Resident. They are, nevertheless, on his records; and this fact proves that documents may be lost sight of, without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to the native agent in the case of the demands of the firm of Hurree Buckty against Govind Row Guicowar.

‡ Dated the 22d February 1844.

§ Dated the 20th March 1844.

8. In

8. In regard to the disposal of Gorajee Pol's case, irrespective of what relates to the native agent, but little difficulty can arise. The parick and pagahdar should be mutually bound to adhere to the terms of their engagement, and the patells who leased the villages for seven years should likewise be held to their contract. With any pecuniary transactions between any of the parties not under our guarantee, the British Government can have no concern, and the Resident should be instructed to abstain from all interference. Charges against Nursoo Punt.

(signed) *J. P. Willoughby.*
Falkland.
L. R. Reid.

30 December 1848.

No. 204 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda. No. 337.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, No. 215, dated the 7th September last, with enclosures, reporting the result of his inquiries into the affairs of Gorajee Pol, a pagadar of his Highness the Gaekwar, holding the British guarantee, and to convey to you the following observations and instructions thereon.

2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Venaik Moreshwur Furke, a person not in the employ of Government, in investigating the claims of Paruke Jugjeewan Kandass against the Pol, I am desired to inform you that Colonel Outram was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into this case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office, in which the correspondence concerning this person existed.

3. With reference to the suggestions in para. 14, for the adjustment of the paruk's asserted claims against Gorajee Pol, his Lordship in Council directs that the banker be held bound by the terms of the agreement guaranteed by Sir Robert Arbuthnot, under which a yearly expenditure of (5,412) five thousand four hundred and twelve rupees should be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid, but Government can in no way be responsible for the adjustment of any other payments which the paruk may have made to the pagadar.

4. The annual amount of the seven years' lease to the patels of the village revenues, must also be considered as the yearly revenue received by the banker, viz., (5,700) five thousand and seven hundred rupees, so that, according to Colonel Outram's calculation, Gorajee Pol will be on the two years a creditor to the amount of (278. 5. 5.) two hundred and seventy-eight rupees, five annas and five pies; but as there are said to be other advances made to Gorajee Pol, this sum should be left at his credit with the banker. You will be pleased to inform him of this decision, and at the same time intimate that he is at liberty to recover it, or allow it to be carried to his account, as he may wish, but that Government will not interfere to recover it for him, as it is evident that much of the embarrassment of the case has been caused either by his connivance or imbecility.

5. Colonel Outram's proceedings, as reported at the commencement of his 16th para., and his suggestions for making the patels abide by their seven years' contract, are approved by Government. In short, the paruk and the pagadar should be mutually bound to adhere to the terms of their engagements, and the patels who leased the villages for seven years should likewise be held to their contract, and with respect to any pecuniary transactions between any

Charges against Nursoo Punt.

of the parties not under the British guarantee you should abstain from all interference.

6. With reference to para. 17, I am desired to inform you that if there are no other claims against the pagadar than those discussed in the present report, the arrears of the payments from his Highness the Gaekwar should, to such extent as you may report advisable, after defraying the arrears guaranteed to the banker, the amount of which ought to have been specified, be retained in the treasury as a fund wherefrom to meet the expenses which have annually to be incurred on account of the paga, previously to the realization of the revenues.

7. In submitting this report under reply, as well as in his report on the case of Govind Rao Gaekwar, No. 209 of the 31st August last, Colonel Outram has represented the conduct of the native agent Nursoo Luxshmun as open to the gravest suspicions either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Presidency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant, for three lives, of a village of the annual rental of (1,200) twelve hundred rupees, that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted, and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

9. The gravamen of Colonel Outram's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of the case of Gorajee Pol, whether from "apathy, and most blamable carelessess or culpable collusion with the paruk in the frauds the latter has been carrying on." His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges.

10. Colonel Outram, I am desired to observe, has viewed the office of native agent and the duties required of him in an eroneous light. He would, as is very apparent throughout his examination of Nursoo Punt of the 26th August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the native agent dictated to him.

11. His Lordship in Council is of opinion that the answers given by Nursoo Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the patels from their seven years' engagement, or granting them more favourable terms; still there is nothing to blame in that opinion, and it is probable that many persons, if they thought the terms too hard (Furke's report, para. 13, art. 1st, admits that there were losses) would have deemed it right to make some abatement. This I am desired to observe is contemplated in the lease itself, in the concluding clause of which it is particularly specified, that if on an examination of accounts it appears that the lessees are losers, the Resident will grant a remission; a fact which the Resident has nowhere noticed in his proceedings.

12. But the question of the rent of the villages, so far as the patels are concerned, is a matter wholly foreign to the principal subject, which is the state of the account between Pol and the paruk. The bond of 14th January 1846, distinctly lays on the paruk the obligation of maintaining the leases. He might make with the patels any arrangement he pleased, still he was answerable to Pol for the whole sum, and Government cannot perceive that there was the slightest necessity for any inquiry into what the paruk really got from the villages, nor for any investigation into their management, so long as the patells did

did not themselves complain of extortion or any violation of their contract, or the paruk of being unable to realize his dues. Charges against Nursoo Punt.

13. Furke's report of August 1848, if true, shows that the villages are mismanaged. Probably they are so, but this is irrelevant to the question at issue, and his Lordship in Council is unable to understand how any portion of that report reflects on Nursoo Punt. It was no part of his duty to manage the villages, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

14. Nursoo Punt may have conscientiously thought that the village lease was for too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on. Reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as before observed, this is quite a matter of indifference. If the paruk chose to relieve the patels from their contract to pay (5,701) five thousand seven hundred and one rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

15. Colonel Outram alleges, in para. 7, much that is to the discredit of Nursoo Punt in regard to what is termed the cancelling of the lease, but the reasonings of that officer are not concurred in by Government. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that the fact was not as well known to the Acting Resident, Mr. Andrews, as to the native agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the paruk's hands. If he chose to "relinquish the security," this was his business. So long as he did not complain to the Resident that the patels did not furnish security or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

16. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption), this is no crime. He affirms (*vide* answer to query 24) "That it has always been customary to transact business in their (the Residents') presence, and the native agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect; whatever anybody had to say was said before the Resident, &c." His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the native agent saw everybody, and knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption, that he concealed it from fraudulent motives.

17. As regards the account between Pol and the paruk, his Lordship in Council quite concurs in the decision which Nursoo Punt advocates. He distinctly says that the paruk cannot claim the Government guarantee to any sum beyond that advanced by him to the Pol for the payment of arrears due for the expenses of the paga and the annual sums of (5,412) five thousand four hundred and twelve rupees. It is true the amount of arrears is not given in the bond; it ought undoubtedly to have been so; but to provide for this was the duty of the Resident and not of the native agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in person. It is unfair to impute blame to the native agent for the Resident's acts or omissions.

18. The paruk claims a large balance from the Pol for sums advanced annually beyond the stipulated amount of 5,412 rupees. Narsoo Lukshmun distinctly states, that for this the British Government is not guarantee (*vide* answer to 17th question, at its conclusion). In so doing, his Lordship in Council can perceive no desire on the part of the native agent to aid the paruk in an unjust demand.

19. Colonel Outram dwells much on the obligation which the paruk had entered into in the bond not to expend a rupee beyond a certain sum, 5,412 rupees; *vide* para. 6 of his letter, in which he further states, "neither does the native agent in his report, nor did he even do so verbally, bring to my notice that the

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paruk was pledged in his bond to limit the expenditure to (5,412) five thousand four hundred and twelve rupees."

20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The paruk binds himself to pay yearly for the expenses of the paga 5,412 rupees, but there is not a syllable of pledge that he will not advance a single rupee more; the native agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of 5,412 rupees was the minimum amount which the paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more, he became a mere ordinary creditor of the Pol for the excess.

21. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Luximon, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

22. How far the Pol is liable for sums which the paruk can prove to have been paid to him, or by his authority, beyond the arrears and the annual sum of 5,412 rupees, is another question. For the recovery of such excess the paruk clearly can claim neither the interference of the Resident nor the possession of the villages; but he is not prohibited from urging his claim before a competent court. Government would in all probability, as it is bound to maintain the efficiency of the paga, not permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but it could not object to its liquidation from any other property that the Pol might possess.

23. On these grounds, his Lordship in Council cannot see any great impropriety in Nursoo Punt's suggestion that any sum really due to the paruk beyond the (5412) five thousand four hundred and twelve rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar than to make it over to Pol, who would at once have squandered it; and it is solely from a desire on the part of Government to avoid any interference in unguaranteed affairs, that I am directed to instruct you when the expenses alluded to in the 6th para of this letter shall have been provided for, to make the balance over to the Pol instead of his creditor. Should any competent court make an award against him, the remainder of these balances should be held available in liquidation of it in preference to this measure now directed of paying them to Pol.

24. Matters might, in the opinion of Government, have been better conducted had the villages been managed by the Resident. But so long as the paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the paruk's claims; in fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

25. When Nursoo Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Gaekwar. This second reason Colonel Outram stigmatizes as a mere excuse for delay; to his Lordship in Council, however, it seems a valid reason, because until that answer was received, the account between Pol and the paruk could not be adjusted, and there is therefore nothing suspicious in Nursoo Punt's having advanced it.

26. There

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26. There appears, moreover, nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the paruk's account of the sums disbursed by him to, and by order of the Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail, and his Lordship in Council understands them to have been received from the paruk subsequently to the Resident's suspicions having been excited. Had Nursoo Punt examined these accounts and proposed to allow the paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

27. Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the native agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is therefore much to be lamented that he entrusted to another a duty which he ought to have required Nursoo Punt to perform; his integrity would have been fairly tested had he been entrusted openly, and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the paruk's accounts.

28. On a careful consideration of the circumstances of the case, his Lordship in Council is of opinion that there are, as shown in the papers before Government, not sufficient grounds for any suspicions, that in this affair of Gorajee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government; Colonel Outram appears to Government to have exacted from the native agent a duty and responsibility of a very unusual nature, one in fact which ought more properly to have devolved either upon himself or his assistant. When moreover the Resident was dissatisfied with the manner in which the duty had been performed, the native agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him; his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man.

29. The charges against Nursoo Punt, arising out of the case of Govind Row Gackwar's debt to the firm of Hurree Bhugtee, are:

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2), and to cite Colonel Outram's words in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is.

2d. That he did not produce or allude to the accounts marked (E.) and (G.), which had previously been given given in by the sowcar.

30. Nursoo Punt's report (B.) is, I am desired to observe, simply a statement of the facts of the case. It does not appear that in it he committed himself to a single opinion; it therefore by no means bears the character that the Resident has given to it (para. 2.) as embodying Nursoo Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question, in his examination of the 31st August (D.), Nursoo Punt observes, that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

31. In his examination (D.), his opinions on the transactions are to be found. He would at once unravel the intricate knot by giving, as interest, only a sum equal to the amount of the principal, an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249; and after this, it is quite unnecessary to go further to decide in his connivance at a fraud, or his collusion with the firm, and this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetrate.

32. On the second charge, Nursoo Punt admits that the documents (E.) and (G.) had

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had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844), had escaped his memory. He gives a detailed account of the search being made for its discovery, and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the exising establishment, of keeping the duftur in proper order, and registering all the documents received.

33. This story is plausible; the question is, whether it is true. Colonel Outram (para. 5.) admits the possibility of its being so, but he took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

34. Government has before it the bare fact that the documents were missing and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, his Lordship in Council would not hesitate to view it with some suspicion, but the only known circumstance bearing on this point at all, viz., his suggestion that no interest should be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

35. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed, should of itself suffice to brand him with ignominy, and to neutralize the merits of a long and unblemished service.

36. There can be no doubt that Colonel Outram himself overlooked Mr. Remington's report on the causes of Vinaik Moreshwur Furke's disqualifications for political office, and the decision of Government founded thereon; they are nevertheless on the Residency records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to Nursoo Punt by Colonel Outram.

37. With respect to the employment of Vinaik Moreshwur Furke in investigating Gorajee Pol's accounts, I am again desired to express the opinion of Government, that it was both improper and injudicious, not only under the recorded opinion of Government, that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a reference on any matter in which the native agent was concerned, since Furke was not only a rival candidate for the office of native agent when Nursoo Lukshmun was appointed in 1844, but now aspires to succeed him in the event of his removal, and Colonel Outram, notwithstanding the opinion of the Government of 1844 (in which his Lordship in Council entirely concurs), of his ineligibility for this responsible office, has actually proposed that Vinaik Moreshwur should be appointed on the retirement of the present native agent.

38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nursoo Punt, because while it is an easy matter and requires but few words to cast imputations on a native servant, and on general considerations to declare him fraudulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly, or on grounds not shown, after severe scrutiny, to be sufficient.

39. In conclusion, I am desired to inform you, that so far from concurring in Colonel Outram's opinion, his Lordship in Council is persuaded that the examination into the cases before Government has removed from Nursoo Lukshmun all suspicion of misconduct in respect to them; under these circumstances it is unnecessary even to inform him of the nature of the imputations cast on him (which

seems

seems not yet to have been intimated to him), or to require explanation on any single point in these transactions. Charges against Nursoo Punt.

I have, &c.

Bombay Castle, 12 January 1849. (signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 16 May 1849. No. 3791.

PETITION from *Jugjeewundass Candass*, Shroff, Inhabitant of Ahmedabad, and trading at Baroda, to the Right Honourable Viscount Falkland, K.C.B., and G.C.H., Governor and President in Council, Bombay,

Humbly showeth,

THAT your Lordship's petitioner humbly begs to bring his deplorable circumstances to your Lordship's notice by the following few lines, under hopes to meet with final justice.

Your Lordship's petitioner had the honour to present the enclosed petition on the 26th March 1849 to the Acting Resident at Baroda, who objected to receive it; however, your Lordship's petitioner, with due respect, earnestly requested to take the matter recorded therein into the consideration, but the petitioner is sorry to say that authority did not comply with the solicited indulgence; at last your Lordship's petitioner observed his best way to submit it to your Honourable Boards, and reported his intention of doing so to the Resident, and it appeared by that authority; now your Lordship's petitioner takes this opportunity to forward with great pleasure, the above-mentioned petition herewith, together with the copy of an agreement under view, to bring the matter particularly into your Lordship's favourable consideration, and to show the injury and impose to what extent he is labouring, and hopes your Lordship will be pleased to take the case from beginning to end under the favourable consideration, and on the event of observing it correct, he prays your Lordship will be kind enough to issue immediate order to the Resident at Baroda to investigate the matter herein complained, according to the British regulation, when everything will come into light, and the petitioner will be preserved from injury; by so doing he will for ever and ever pray.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Jugjeewundass Candass*,
Baroda, 6 April 1849. Shroff, of Ahmedabad.

No. 1545 of 1849.—Political Department.

REFERRED for the report of the officiating Resident at Baroda.

By order, &c.

(signed) *W. Courtney*,
Bombay Castle, 13 April 1849. Acting Secretary to Government.

No. 95 of 1849.—Political Department. No. 3702.

REPORT by the Acting Resident at Baroda.

IN reply to the above reference, I beg to refer you to the decision of Government conveyed in Mr. Chief Secretary Malet's letter, dated 12th January 1849, No. 204, on the subject.

(signed) *P. T. French*,
Baroda Residency, 19 April 1849. Acting Resident.

Charges against Nursoo Pant.

No. 3793.

MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Honourable Mr. *Blane*; dated 3 May 1849.

THE officiating Resident should intimate to the petitioner the decision on his case, communicated in the Government letter, No. 204, of the 12th January last.

(signed) *J. P. Willoughby.*
D. A. Blane.

3 May 1849.

No. 3794.

No. 1957 of 1849.—Political Department.

From *W. Courtney*, Esq., Acting Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

WITH reference to your report, dated the 19th ultimo, No. 95, on the petition from Jugjeewundass Candass, dated the 6th idem, I am directed by the Right honourable the Governor in Council to request that you will be pleased to intimate to the petitioner, who has been referred to you, the decision of Government in his case, communicated in Mr. Chief Secretary Malet's letter, No. 204, of the 12th January last.

I have, &c.
(signed) *W. Courtney*,
Acting Secretary to Government.

Bombay Castle, 7 May 1849.

No. 3795.

No. 1958 of 1849.—Political Department.

From *W. Courtney*, Esq., Acting Secretary to Government, Bombay, to *Jugjeewundass Candass*, Baroda.

IN reply to your petition, dated the 6th ultimo, I am directed by the Right honourable the Governor in Council to refer you to the officiating Resident at Baroda, who has been furnished with the instructions of Government on the subject thereof.

By order, &c.
(signed) *W. Courtney.*
Acting Secretary to Government.

Bombay Castle, 7 May 1849.

No. 7033.

Extract Bombay Political Consultation.

No. 206 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident at Baroda, to *Arthur Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to enclose translation of a yad from the Guicowar to my address, expressing a wish, for reasons assigned, to have made over to him in perpetuity the nimnook villages of Sobanjee Pole, his Highness agreeing to pay annually the full amount of the nimnook (*Rs.* 7,193. 12.) rupees, seven thousand one hundred ninety-three, and twelve annas, into this treasury for the Pole.

2. With reference to the 5th para. of your letter, No. 204, 12th January last, I beg to say that the lease of these villages therein referred, was annulled by the Act of attachment noted by Colonel Outram, 7th September 1848, No. 215. They are and have been for long under the Residency, and neither Pole, paruck, or patells have the management.

3. This offer by his Highness presents a most happy opening for getting rid of a great difficulty, while it is very advantageous to this unhappy imbecile Pole

Pole family, and in a short time will really place them in comfortable circumstances in a pecuniary sense. Charges against Nursoo Punt.

4. The 6th para. of your letter, 22d January 1847, spoke of the "natural imbecility" of the Pole family; and as far back as the 3d May 1839, I find the Resident, No. 565, noting the same unhappy misfortune. From my own knowledge, I can say, there is no intellectual improvement, and as Government (No. 568, 27th March 1838) sanctioned his Highness attaching as a temporary measure, the Nimnook villages, his Lordship in Council will, I trust, see no obstacles to this measure of making them khalsa.

5. That we can manage these detached villages with advantage to the Pole or inhabitants is not my opinion, while your letter, para. 11, No. 204 of 1849, shows some, though they were leased for a sum beyond their means of paying.

6. In addition to our being so far relieved of discussions with this Durbar regarding many points connected with these villages, I would remind you, that by making them over to the Durbar for the full nimnook figure, we give his Highness an opportunity of returning the loss he now annually sustains by having to pay 1,000 rupees account short revenue from them; at the same time placing the Pole family in comparatively comfortable circumstances, and removing in a great degree the evils attending on this guarantee.

7. I have reason for believing that if this measure is adopted, the point raised by the Durbar (and which has been disposed of by Government) on Potdaree, will be waived; and of course I anticipate no objection by his Highness to the currency of the Pole's cash payment being the existing or new Syasye rupees.

8. The mental imbecility of the Pole and family will account for my not seeking their approval to the proposed measure, besides which the villages are not now their's more than in name.

9. In this letter I have not entered on the Pole's pecuniary affairs; they will in due course be reported on.

I have, &c.

Baroda Residency, 28 July 1849. (signed) *P. T. French*,
Acting Resident.

TRANSLATION of a Yad from the Durbar to the Acting Resident, dated 5th Aumjan 1905 (26 July 1849).

AGREEABLY to the request contained in the yad from the Residency, under date 5th March 1849, No. 207, that the sum of 1,000 rupees be sent to the Residency, on account of the deficiency of the Pole's villages, for the year 1905; an order for the amount is herewith enclosed. The Durbar has the honour to state that since the arrangement of Sumvut 18 (A. D. 18 ·), which was agreed to by the Honourable the Court of Directors, it has been customary for the Durbar to deduct potdaree at the rate of *Rs.* 3. 12. per cent., at which rate, from the year Sumvut 1896 to 1904 (A. D. 1840—A. D. 1848), being nine years, it should be deducted from the 9,000 rupees, a note for which was formerly sent, amounting to *Rs.* 337. 8., as stated in the yad from the Durbar, dated 1st Rumjan (21st July), which amounts, together with the potdaree on the 1,000 rupees, for 1905 (A. D. 1849), herewith forwarded, amounting to *Rs.* 37. 8. being a total of 385 rupees, may be deducted from the accompanying draft and returned to the Durbar. The amount which this Government has to make good annually, in consequence of the deficiency of these villages, is a loss to the Durbar, occasioned by the imbecility of the Pole, and the poor state of his finances, which prevents his taking steps to improve the villages and cultivate much of the land now lying waste; this is well known to the Resident. The agreement of 1880 (A. D. 1824), provides for the payment of 1,000 rupees, in the event of deficiency being to that amount, otherwise a lesser sum would suffice, but owing to the Pole's mismanagement, there is no increase of cultivation, consequently this Government has to make good the full amount, and the Resident has been obliged to take charge of the villages, which has given rise to constant correspondence on trifling subjects, and disputes which are very troublesome to both Governments, and is by no means desirable.

It being the express desire of this Sirkar to remove all such matters of dispute as much as possible, the Durbar is willing, from the beginning of the year 1906 (A. D. 1850), to pay annually the Pole's nemnook of *Rs.* 7,193. 12., agreeably to the arrangement of A. D. 1814, in whatever currency is in circulation in the Mahal, and to take back the villages which

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will then be registered in the Sirkar Khalsa, and managed accordingly. To this effect it is hoped the Acting Resident will have the kindness to address the Bombay Government, with a view to the removal of this constant and troublesome subject of discussion.

(True translation.)
(signed) *Montagu Battye,*
Assistant Resident.

No. 7094. MINUTE by the Right Honourable the Governor.

I SHALL be much obliged by my colleague, the Honourable Mr. Willoughby's opinion in regard to the course to be pursued towards this family.

13 August 1849. (signed) *Falkland.*

No. 7095. MINUTE by the Honourable Mr. *Willoughby*, concurred in by the Right Honourable the Governor and the Honourable Mr. *Blane.*

1. I THINK, under the circumstances stated, the arrangement proposed in regard to the Pole's villages may be sanctioned; for although it is, no doubt, very advantageous to his Highness the Guicowar, it ought to obviate all future dispute respecting this guarantee, and in the state of the family cannot be regarded as adverse to their interests.

2. The payment to be required from the Guicowar will be *Rs.* 7,193. 12., in the currency of the country, undepreciated since the villages were assigned, and free of the deduction on account of Patedaree, which was properly disallowed in para. 15 of the Government letter, dated the 22d April 1846.

3. Captain French, in his 2d para., states that the lease of these villages to the patells was annulled by the act of attachment noticed in Lieutenant-colonel Outram's letter of the 7th September 1848; but he has overlooked that that officer, in the same letter and para., states that the sending a Residency Mehta to superintend the villages should not, I conceive, afford the patells any excuse for release from their seven years' contracts; and this view was concurred in by Government, in para. 5 of their letter dated the 12th January last.

4. This should be pointed out to the Officiating Resident.

17 August 1849. (signed) *J. P. Willoughby.*
Falkland.
D. A. Blane.

No. 7096. No. 3589 of 1849.—Political Department.

From *A. Malet*, Esquire, Chief Secretary to Government, Bombay, to Captain *P. T. French*, Acting Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 28th ultimo, No. 206, forwarding translation of a yad to your address from his Highness the Guicowar, expressing his willingness to receive in perpetuity the nemnook villages of Sobanjee Pole, and to pay annually into the Baroda Treasury, for the Pole the full amount of the nemnook, viz., (*Rs.* 7,193. 12.) seven thousand one hundred and ninety-three rupees and twelve annas, in the currency of the country, and free of the deduction on account of potedaree.

In reply, I am instructed to inform you, that under the circumstances stated by you, his Lordship in Council is pleased to sanction this arrangement; for although it will, no doubt, be advantageous to his Highness the Guicowar, it ought to obviate all future dispute respecting this guarantee, and in the state of the Pole family cannot be regarded as adverse to their interests. The payment to be required from the Guicowar will be *Rs.* 7,193. 12. in currency of the country, undepreciated since the villages were assigned, and free of the deduction on account of the potedaree, which was disallowed in para. 16 of the Government letter, dated the 22d of April 1846.

In

In the 2d para. of your communication, you state that the lease of these villages to the patells was annulled by the act of attachment noticed in Lieutenant-colonel Outram's letter of the 7th September 1848, No. 215; but I am desired to point out to you that you have overlooked that that officer, in the same para., states that "the sending a Residency Mehta to superintend the villages, should not, I conceive, afford the patells any excuse for release from their seven years' contracts;" and this view was concurred in by Government, in para. 5 of my letter dated the 12th January last, No. 204. Charges against Nursoo Punt.

I have, &c.

Bombay Castle, 25 August 1849. (signed) *A. Malet*,
Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

Extract Bombay Political Consultation, 10 January 1849. No. 122.

No. 217 of 1848.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *Arthur Malet*, Esquire, Chief Secretary to Government, Bombay.

Sir,

I HAVE the honour to transmit, with my recommendation, the copy of an application (with its accompaniments) received yesterday from Nursoo Luxmon, native agent, for permission to retire on the pension to which he is now entitled, from a service of 30 years.

2. I beg leave at the same time to recommend Venaik Moreeshwur Furkey for the situation of native agent, should Nursoo Luxmon's application be complied with. He is, I consider, better qualified for it than any other native with whom I am acquainted, combining high ability with great personal experience in the duties of the office, having previously served Government as native agent in the Rewa Kanta, and done good service to Government on several occasions.

I have, &c.
(signed) *J. Outram*,
Baroda Residency, 9 September 1848. Resident.

To Lieutenant-Colonel *J. Outram*, C. B., Resident at *Baroda*.

Worthy Protector,

I MOST respectfully beg to represent my circumstances and humble request to your kind consideration.

1. I entered Government service on the 11th September 1818, and have discharged my duties with fidelity and to the best of my abilities for a continued period of 30 years, you will therefore be kind and benevolent enough to recommend me to Government for pension. On the 11th instant my 30 years' service would be fully completed, and having already expressed my intention to you and Government some time back of applying for pension on that day, I accordingly beg to submit this, as you will be going to Bombay in three or four days.

2. I have been a subscriber to the "Warden's Official Fund," as have been reported from the Revenue Commissioner's office, copy of which report you will, I hope, consider worth while sending for from the office of the Revenue Commissioners (N. D.), for your reference.

3. I have served Government, in the Revenue Department, up to 9th June 1844, during which period the heads of departments, as well as Government, having good regards, raised me to higher appointments and treated me with respect from time to time, placing on record and at the same time reporting the opinion they had for me, copies of which I beg to lay with this, for your information, together with copies of my testimonials in the Political Department, as native agent, given by Sir R. Arbuthnot and Mr. Andrews, to be brought to the notice of Government.

4. Had the "Warden's Official Fund" been not abolished, I would have been entitled to a full pension; but Government, however, has been kind enough to extend their benevolence, in many instances after the abolition of the same, to grant general pension, in addition to

Charges against Nursoo Puct.

one from the "Warden's Official Fund," which induced me to complete my service with zeal, entertaining a hope of its being taken into kind consideration, and a pension sufficient for the support of my large family granted on application.

In conclusion, throwing myself upon your mercy and generosity, I most humbly solicit you will use your best on my behalf. Relying upon your good disposition and compassionate heart, I remain,

Honoured Sir, &c.
(signed) ——————

Baroda, 8 Sept. 1848. Native Agent.

(True copy.)
(signed) M. Battye, Assist. Resident.

THIS is to certify that Nursingrao Luxmon has served under me as native agent for the period of 10 months, since I have been Resident at Baroda. The high character which he has already established as a man of business and deserving of the confidence of Government, makes it hardly necessarry for me to say any thing on this subject. I have much pleasure now in adding my testimony to those he already has of his abilities as a public officer, and of the prudence and judgment with which he conducts his duties in his present situation.

(signed) *R. K. Arbuthnot,*
Baroda, 27 April 1848. Resident.

My dear Nursoba,

I CANNOT leave Baroda without thanking you for the valuable assistance that you afforded me as native agent, during the period that I acted as Resident. I was indebted to you on several occasions for valuable information, and the talents, zeal, and fidelity with which you discharged the duties of your responsible and delicate office, afforded me the greatest satisfaction, and much facilitated my discharge of my own duties.

Wishing you health and prosperity, and that you may live long to enjoy the honourable rewards bestowed on you by the Government that you have so long and faithfully served.

Believe me, &c.
(signed) *W. C. Andrews,*
Baroda, 31 May 1847. Late Acting Resident.

(True copies.)
(signed) M. Battye, Assist. Resident.

No. 3843 of 1848.—Political Department.

THE Civil Auditor is requested to submit his report on the subject of the first para. of this letter.

By order of the Right Honourable the Governor in Council.
(signed) *A. Malet,*
Bombay Castle, 14 September 1848. Chief Secretary.

No. 123.

No. 93 of 1849.—Political Department.

REPORT by the Civil Auditor.

THE Civil Auditor has the honour to report for the information of the Right Honourable the Governor in Council, that the applicant, Nursoo Luximon, is a member of "Warden's Official Fund," and having completed 30 years' servitude, his claim for a pension from that situation will be submitted to Government in the usual form in the Financial Department, on his application being preferred direct to this office by the Resident of Baroda, accompanied with documentary proof of the applicant's servitude subsequent to the 30th April 1832.

2. The Civil Auditor at the same time begs to observe that under the orders of the Honourable the Court of Directors, communicated by the Government Circular, dated 18th June 1847, No. 514, Territorial Department, Nursoo Luximon's claim for a Government pension, in addition to the pension he may be entitled to from Warden's Official Fund, in inadmissible.

(signed) *E. Elliot,*
Bombay Castle, Civil Auditor's Office, Civil Auditor.
21 September 1848.

Charges against Nursoo Punt.

MINUTE by the Right Honourable the Governor, concurred in by the Honourable Mr. *Reid* and the Honourable Mr. *Willoughby* (without date),

No. 124.

HAD Nursoo Punt's application to retire from the public service arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, it would be but just to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda. But I find, on reference to our records, that his intention to retire on the completion of his 30 years' service had been previously brought to our notice; and I presume, therefore, that he has now no desire to continue in employment. Still, if Captain French, who can as yet have acquired but little personal experience, should require Nursoo Lukshmon's services, I would permit him to give him the option of withdrawing his application. If he persist in his intention to retire, he will of course receive his pension, according to existing rules; but considering how his services in the revenue line have been rewarded, I do not think that we can entertain any proposition for a further provision.

2. In directing the attention of the acting Resident to the Government letter No. 905, of the 20th March 1844, I think we should instruct him not to allow the interference of Baba Furkee in any Government business whatever.

(signed) *Falkland.*
L. R. Reid.
J. P. Willoughby.

PETITION from *Nursoo Luximon*, Native Agent of the Baroda Residency, to the Right Honourable Lord *Falkland*, President and Governor in Council, Bombay.

No. 125.

Most respectfully showeth,

THAT your Lordship's petitioner is, to his great mortification, aware that Colonel Outram has recently made two unfavourable reports to Government; one in the case of Hurry Bhugty Pareek's claim against Govindrow Guicowar, and another in that of Gadajee Pole's affairs. Your petitioner does not wish at present to trouble your Lordship with any details of these cases, which may, perhaps, be altogether unnecessary for him ever hereafter. But should Government draw any inferences from what Colonel Outram may have said in his reports against your petitioner, prejudicial to his hard-earned character, he humbly craves your Lordship in Council not to condemn a public servant, as your petitioner, of most unexceptional character, without hearing his defence.

It is a matter of great regret to your Lordship's petitioner, that after a service of 30 years, he had the mortification to make such representation to Government. Up to this time, all the superiors under whom he served laboriously for 15 months, and who had a kind regard towards him, would likewise make a favourable mention to Government; but unfortunately, on the misrepresentation of your Lordship's petitioner's enemies, a sudden change took place in Colonel Outram's mind; the enemies of your Lordship's petitioner have attempted to cast a stigma on his hitherto unblemished character, to serve their own selfish object; and therefore your Lordship's petitioner being conscious of his integrity, is fully confident that justice would be done to him.

And your petitioner, &c.

(signed) *Nursoo Luximon,*
Native Agent.

Baroda, 18 September 1848.

Charges against Nursoo Punt.

MINUTE by the Right Honourable the Governor.

No. 126.

SEE my minute of this date on Nursoo Luximon's application for leave to retire on a pension.

(signed) *Falkland.*

5 October 1848.

No. 59 of 1849.—Political Department.

No. 127.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Colonel Outram's letter, No. 217, dated the 9th September last, submitting an application from Nursoo Luximon to be allowed to retire from the public service on the pension to which he is entitled.

2. In reply, I am desired to inform you, that had the application of Nursoo Luximon Punt arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, his Lordship in Council would not object to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda; but such is not the case, as his intention to retire on the completion of his 30 years' service, had been previously brought to the notice of Government, from which it is inferred that he has now no desire to continue in employment.

3. If, however, Nursoo Punt's services are required by you, his Lordship in Council will not object to give him the option of withdrawing his application, and should he persist in his intention to retire, he will, as a matter of course, be allowed his pension, according to existing rules; but considering how his services in the revenue line have been rewarded, his Lordship in Council will be precluded from assigning him any further provision.

4. In reference to Colonel Outram's recommendation of Venaik Moreshwur Furke to succeed Nursoo Luximon as native agent, I am desired to call your attention to Mr. Chief Secretary Willoughby's letter, No. 905, of the 20th March 1844, and to instruct you not to allow the interference of this person in any Government business whatever.

I have, &c.

(signed) *A. Malet*,

Bombay Castle, 4 January 1849. Chief Secretary.

No. 800.

Extract Bombay Political Consultation, 31 January 1849.

No. 78 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

IN reply to your letter, No. 59, of the 4th instant, I have the honour to state that Nursoo Luximon, the native agent of this Residency, is not, he asks me to say, now desirous of retiring on his pension.

2. I should be sorry to lose his assistance, for he is well versed in the duties of his situation; and pending the final disposal of the many cases now unadjusted, his departure would be a great loss. I mean those of the Pole, Bhaskerrow, Govindrow, Bulwuntrow, &c., &c.

3. Were these cases disposed of, the departure of Nursoo Luximon would be of less moment. But some well-paid and respectable man, as native agent or sheristedar, is indispensably necessary at the head of an office like this. The latter would, perhaps, be the more appropriate designation; for the less the individual is employed as an agent from the Residency to the Durbar, the better.

4. Under

4. Under the government of the North-west frontier, and in Rajpootana, where I was some years, there is no such person as a native agent. The political officers transact all business in communication with the wuckeel of the Court concerned, or with the prince directly, in extreme cases. Charges against Nursoo Punt.

5. On the 19th July 1839, para. 14, the late Mr. Sutherland, Resident at this Court, observes, "there is no one between the Resident and the prince, which leads to considerable embarrassment and obstruction of business." Since then no change has taken place here in this particular, but there is now nothing of the nature of the business that then gave so much trouble, yet it is very desirable that his Highness should appoint a wuckeel to wait on the Resident; and one in whom he has confidence, as must be evident to any one experienced in native courts.

I have, &c.
(signed) *P. T. French*,
Baroda Residency, 13 January 1849. Acting Resident.

MINUTE by the Right Honourable the Governor, concurred in by the Board. No. 801.

NURSOO PUNT's wish to remain may be complied with.

Captain French may be informed, that until his Highness may appoint a minister who can attend and transact business with the Resident, everything should be done as far as possible in personal communication with his Highness.

(signed) *Falkland.*
W. Cotton.
L. R. Reid.
23 January 1849. *J. P. Willoughby.*

No. 425 of 1849.—Political Department. No. 802.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 13th instant, No. 18, and to inform you that the Right honourable the Governor in Council is pleased to comply with the wish of Nursoo Luximon, the native agent of the Baroda Residency, to remain in the public service.

2. I am at the same time desired to state, that until his Highness the Guicowar may appoint a minister who can attend and transact business with you, every thing should be done, as far as possible, in personal communication with his Highness.

I have, &c.
(signed) *A. Malet*,
Bombay Castle, 29 January 1849. Chief Secretary.

(True extract.)
(signed) A. Malet, Chief Secretary.

VENAYUK MORESHWER FURKAY, an inhabitant of Baroda, in his petition, without date, enumerates his former services to the British Government, and solicits to be employed as a native agent under the Resident at Baroda. No. 2260.

Ordered, That petitioner be informed that his application for employment under the Resident at Baroda, should be preferred to that officer, and not to Government.

Charges against Nursoo Pant.

MINUTE by the Honourable the Governor, concurred in by the Honourable Mr. *Anderson*, and the Honourable Mr. *Crawford*; without date.

PETITIONER to be informed by endorsement, that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

(signed) *G. Arthur.*
G. W. Anderson.
J. H. Crawford.

No. 1188 of 1843.—Political Department.

PETITIONER is informed that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

By order, &c.

(signed) *L. R. Reid,*
Chief Secretary.

Bombay Castle, 30 May 1843.

Extract Bombay Political Consultation, 21 February 1844.

No. 961. PETITION from *Venaik Moreshwer Furkey*, late Dufturdar, Rewa Canta Agency, to the Honourable Sir *G. Arthur*, President and Governor in Council, Bombay.

Most respectfully showeth,

THAT your petitioner was in the month of December 1837 entered as a head carkoon at Nandode, on the establishment of the Rewa Canta Agency, on a salary of 200 rupees per mensem, since which period he conducted the duties assigned to his situation with diligence, rectitude, and honesty, to the entire satisfaction of Mr. Malet, then in charge of that office.

That with a view to elucidate the most important part of your petitioner's servitude to Government, he begs to state that in consequence of certain disturbances and offences having been committed by the Naikras, in the district of Rewa Canta, Mr. Malet was directed to proceed from Baroda, accompanied by troops, for the purpose of suppressing the tumult; but as he did not succeed in the attempt against the Naikras, he despatched your petitioner to Godra, where your petitioner caused the ringleaders of this disturbance to be apprehended by the aid of certain borahas in that district. On making over charge of these prisoners to Mr. Malet, your petitioner suggested, that in order to put a stop in future entirely to similar recurrences, it was advisable to station thannas in that quarter, which measure having been approved of, that officer immediately ordered the establishment of the thannas, for the proof of which your petitioner begs most submissively to refer your honourable Board to the particulars of this circumstance reported to Government by Mr. Malet in 1838.

That, in addition to the above service, your petitioner also begs to quote the following instances:

1st. That the revenue of the Rewa Caunta, which was considerably in arrears in consequence of the want of proper arrangement or assessment, had since your petitioner's employment been increased and regularly continued to be paid.

2d. That your petitioner had also, by his own exertions, caused the village of Putta Sumee, in the district of Tulluckwarra, which was waste land, to be brought into cultivation and production; to this performance of duty your petitioner merited the approbation of Mr. Malet and his successor, the proof of which will be found in the annual financial reports of that district, made by that officer to Government.

3d. That

3d. That the management of his Highness the Guicowar's Pett and Purgunnah, sequestrated by the British Government, which was entrusted to your petitioner, was conducted to the entire satisfaction of his employer, and with great credit to himself. Charges against Nursoo Punt.

Without complaining of his situation at Nandode having been distributed into four carkoons by order of Government, to which he must always submit, your petitioner had submitted in detail the above case to your Honourable Board, in a petition dated the — April last, with a request that the vacancy of native agent in the Baroda Residency, to which your petitioner, from the unexpected reduction of his situation at Nandode, possesses a stronger claim than any other individual, should be conferred upon him. In answer to that requisition, your petitioner was informed, by Mr. Chief Secretary Reid, under date the 30th May last, that he should prefer his application to the Resident at Baroda. Conformably to their instructions, your petitioner made his application to that officer on the subject, but it is very regretful that no answer has up to this time been returned to your petitioner.

That in order to meet with a fair justice under the paramount control of the British Government, your petitioner most submissively begs to solicit an indulgence with reference to the merits of his service alluded to; that your enlightened Excellency in Council, whom your petitioner does not request to recommend him, or interfere in his behalf, will be kindly pleased to refer this application merely for the consideration of the Resident at Baroda, whether in his opinion your petitioner is capable of holding the vacant situation of the native agent in that Residency, or whether in value of his service he has any claim thereto; from which report it will be clearly known to your Honourable Board the facts herein stated, and that to what extent your petitioner is entitled to a grant of indulgence from your Excellency's Government.

A copy of Mr. Malet's certificates, testifying the service of your petitioner, is herewith submitted for the information of your Honourable Board.

And your petitioner, as in duty bound, shall ever pray.

(signed) *Mahadow Row Chimnajee,*
For Venaik Moreshwur Furkey.

Bombay, 27 December 1843.

Baroda, 17 August 1839.

THIS is to certify, that the bearer, Venaik Moreshwur Phurka, has held the situation of carkoon at Rajpeepla for 20 months, and in that capacity has conducted the duties of head carkoon on the establishment of the First Assistant Political Commissioner, with the greatest zeal and ability, and to my entire satisfaction. He was also my head assistant in the sequestration of Petland, and I owe much to his experience in business, and the respect in which he is held by all classes of natives; his knowledge of the manner in which native governments act, was also of great use to me; I can confidently recommend him for any employ, as a most useful, able, and honest man, and from his character particularly fitted for such an appointment as that he now holds.

(signed) *A. Malet,*
1st Asst. Pol[l]. Commissioner.

MINUTE by the Honourable the Governor, concurred in by the Board. No. 962.

IN a letter to the address of the Political Commissioner for Guzerat, dated the 9th April 1842, Mr. Remington, in recommending the abolition of the situation then filled by the petitioner, on a salary of 200 rupees per mensem, namely, carkoon, at Nandode, in the Rajpeepla territory, and the appointment in his place of four thanadars, on a salary of 50 rupees each, observed as follows, in regard to the qualifications and past services of this individual: "One word in respect to the individual who would be displaced by the contemplated arrangement taking effect. Veenack Moreshwur has never served the British Government previous to his appointment as Rajpeepla carcoon; his former experience has been gained exclusively under native states, whose revenue he has farmed and districts managed, which is, perhaps, not exactly that sort of education which is suited to qualify a person to discharge properly the first

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post in any of our offices; and such as I formerly described his character have I found him throughout."

2. A similar petition to the accompanying was presented to Government by this individual in May last, which was returned to him, accompanied by an intimation to the effect that his application for employment under the Resident at Baroda should be preferred to that officer, and not to Government.

3. In this petition this individual states, that on receipt of the above intimation he made an application to Mr. Boyd to be appointed to the situation of native agent at Baroda, but that he has not received any reply to his application. The petitioner at the same time solicits that his present petition may be referred to Mr. Boyd for consideration, whether he is capable of conducting the duties of native agent, and whether, in consideration of his past services, he possesses any claim to such a reward.

4. If the certificate appended to the petition be genuine, it is clear that Mr. Malet and Mr. Remington entertain very different opinions in regard to the qualifications and character of the petitioner. The situation for which the petitioner applies appears to have been lately filled up, and is moreover one the nomination to which it has been customary to leave to the Resident, subject to the confirmation of Government. With reference, however, to the terms in which Mr. Malet speaks of this person in the certificate dated the 17th August 1839, this petition may, perhaps, be referred for any remarks Mr. Remington may have to offer, on the receipt of which we can determine whether this person possesses sufficient claims to induce us to recommend him to any of our authorities for employment on the occurrence of any suitable vacancy.

(signed) *G. Arthur.*
F. M'Mahon.
G. W. Anderson.
J. H. Crawford.

5 February 1844.

No. 963.

No. 536 of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *A. Remington*, Esq., First Assistant Political Commissioner in Charge, Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to transmit to you, for any remarks you may have to offer, the accompanying petition from Venaik Moreshwer Furkey, late carkoon at Nandode, dated the 27th December last, reiterating his request to be re-employed under Government, in consideration of his former valuable services.

I have, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle, 17 February 1844.

No. 536 A. of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Secretary to Government, Bombay, to *Venaik Moreshwer Furkey*, late Dufturdar, Rewa Canta Agency, Bombay.

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your petition, dated the 27th December 1843, and to signify to you that the subject thereof is under consideration, and that an answer will be returned to you as soon as possible.

By order, &c.
(signed) *J. P. Willoughby,*
Secretary to Government.

Bombay Castle, 17 February 1844.

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Extract Bombay Political Consultation, 20 March 1844.

No. 43 of 1844.—Political Department. No. 1652.

From the First Assistant Political Commissioner for Guzerat, and Resident in Baroda in Charge, to *J. P. Willoughby*, Esq, Secretary to the Government of Bombay.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, dated the 17th instant, No. 536, giving cover to a petition from Venaick Moreshwur, late head carcoon on the Rewa Kaunta establishment.

2. The object of petitioner appears to be to procure the situation of native agent at the Residency: to succeed to which he considers he possesses "a stronger claim than anyone else."

3. Adverting, however, to the correspondence noted in the margin,* this appointment has been already filled up by the nomination of Nursoo Punt, at present duftardar on the establishment of the Revenue Commissioner for the Northern Division, and, consequently, there being no vacancy, it only remains to consider the fitness of petitioner to be re-employed in some similar situation under Government.

* *See* below.

4. Of the history of Venaiek Moreshwer, commonly called by the appellation of "Baba Phurkey," but little that is authentic appears to be known at Baroda. He belongs to the Deccan, and his alleged object in coming to Baroda a few years ago was, to arrange some family matters at the court of his Highness. Disagreeing with the Durbar, he took up his residence in camp, which, having assiduously cultivated the acquaintance of some officers of a regiment stationed at the time, he procured an introduction to the Residency, and was finally appointed to succeed Motee Purshotum, who had been turned out of his situation on account of malpractices. The appointment bears date 15th December 1837, but I cannot discover that his nomination was submitted for the confirmation of Government.

5. Very shortly after his introduction to the office, the first assistant proceeded into the districts in pursuit of the Naickras, in apprehending whom his services were called into requisition. It is only justice to say that they were duly appreciated and highly commended, and that, in reporting his proceedings, Mr. Malet remarked, "I have had much reason to be satisfied with the conduct of Venaiek Moreshwer Phurkey, my head native assistant, who, having formerly managed the Godra districts, possessed much useful knowledge, and whose acquaintance with the Mehwassee Thakoors of that part of the country was exceedingly serviceable to me." † Further, on resigning charge of the agency, Mr. Malet granted him a certificate in which honourable mention is made of his services during the time he was employed under that gentleman.

6. As stated by Mr. Malet, petitioner acted as manager of the Punch Mahals previous to taking service in the Residency. He admitted to me that he at one time sought employment at the Court of Indore, and was afterwards an unsuccessful applicant for a situation under his Highness the Gaekwar, and having failed in his object, he ultimately succeeded to a carkoonship of 200 rupees in the Rewa Kaunta establishment, which he retained until last year, when another arrangement took place.

7. The favourable testimony borne to petitioner by Mr. Malet is certainly no slight praise, and no one is less disposed than myself to doubt the sincerity with which it was accorded. My estimation, however, of petitioner's fitness for public

* * 1. From Political Commissioner to Government, dated 5th December 1843, No. 232. 2. From Government to Political Commissioner, dated 14th December 1843, No. 3159. 3. From Political Commissioner to Mr. Pringle, dated 17th December 1843, No. 1031. 4. From Mr. Pringle to Political Commissioner, dated 23d December 1843, No. 1334.

† Mr. Malet's letter, dated 31st October 1838, to the address of the Political Commissioner.

Charges against Nursoo Punt.

public employ unfortunately falls considerably short of the character sketched by my predecessor in the certificate annexed to his address to Government; and as my acquaintance with him has been of some duration, I may perhaps be allowed to have possessed a fair opportunity of judging of his merits.

8. From the very first I was struck with the high tone he assumed, unlike anything of the kind I had ever seen exhibited by others holding a corresponding situation elsewhere, which, however suited to a native Durbar, was quite out of place in any cutcherry. The influence he possessed over all the carcoons, some of whom he had managed to get appointed, was immense, and in the same degree was the hold he appeared to possess over the karbarees of the native states. His domestic expenses were unusually profuse, and the number of servants and horses he kept up, and the large retinue which accompanied him about the country, indicated rather a man of rank and importance than a mere carcoon in our employ. It was at once evident that either he was a man of unbounded means and independent of his salary, or that his expenditure, so inconsistent with his position on the establishment, remained to be provided from illegitimate sources. Lately he has constructed a stately house in the most commanding situation in the city of Baroda, at a cost certainly not much under half a lac of rupees.

9. In the praise, therefore, bestowed in the only certificate he possesses, I cannot join. His "utility" as a man of business was never very apparent to me, and his "honesty" I would by no means vouch for. That "his knowledge of the manner in which native governments act" is profound, may be allowed; and as, with those people, low craft and deceit, without any principle of honour and integrity, obtain the appellation of great parts, it may be that he is thought something of, though "respected" is not exactly the word I would apply to represent their opinion of him.

10. Feeling his continuance as the principal native officer in the Rewa Caunta establishment was in every respect injurious, I sought his removal at a very early period, which at last was effected by a new distribution of the salary he received. In desiring his departure, I have no one's interest to serve, unless it be that of the petty state, burdened with a contribution for which it received no equivalent. My own establishment has been reduced in number, and the only benefit derived from the change has been a greater degree of efficiency in the country, which was partly my aim in soliciting the alteration.

11. Neither the present Resident nor his immediate predecessor ever regarded petitioner favourably, and the late Mr. Sutherland frequently expressed to me his surprise that a man so unknown, and apparently so little deserving, should have succeeded to a situation which tried and faithful servants of our Government would have been too thankful to have received in the way of promotion.

12. For the situation, then, of native agent, (the most confidential and important that a man can hold, and which officers of the highest rank and unblemished character, like Nursoo Punt, aspire to) I consider Venaick Moreshwur in every respect unfit, as also for any other post of equal importance.

13. Such being my own opinion of this individual, I would willingly have postponed a reply to your letter, had I not been persuaded that these sentiments are coincided in by the Resident; but, as it is, should this representation be deemed by Government to be overcharged, Mr. Boyd can still be appealed to for a character. It will, however, be observed that petitioner admits that the Resident has never attended to his application for re-employment,—a fair indication of what is thought of him in that quarter.

I have, &c.
(signed) *A. Remington,*
First Assist. Pol. Commr. in Charge.

Baroda Residency,
22 February 1844.

Charges against Nursoo Punt.

MINUTE by the Honourable the Governor, concurred in by the Board, without date.

FROM the account given of this person by Mr. Remington, I am of opinion that he is a very unfit person for political employ of any kind, and much less for the important situation of native agent at Baroda. He may be informed that Government cannot give him employment. No. 1653.

(signed) *G. Arthur.*
F. M'Mahon.
J. H. Crawford.
L. R. Reid.

No. 904 of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *Venaik Moreshwur Furkey*, Bombay. No. 1654.

IN reply to your petition, dated the 27th December last, I am directed by the Honourable the Governor in Council to inform you that your request to be re-employed under Government cannot be complied with.

By order, &c.

(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 20 March 1844.

No. 905 of 1844.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *A. Remington*, Esq., First Assistant Political Commissioner for Guzerat in Charge.

Sir,

WITH reference to your report, dated the 22d ultimo, No. 43, on the petition from Venaik Moreshwur Furkey, dated the 27th December last, I am directed to inform you that, from the account given by you of this individual, the Honourable the Governor in Council is of opinion that he is a very unfit person to be employed in any political capacity, and more especially so in the important situation of native agent at Baroda. Venaik Moreshwur has therefore been informed that his request to be re-employed by Government cannot be complied with.

I have, &c.

(signed) *J. P. Willoughby*,
Chief Secretary.

Bombay Castle, 20 March 1844.

(True extract.)
(signed) A. Malet, Chief Secretary.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Proceedings of Mr. Frere on the Seven Charges brought by Lieutenant-Colonel Outram against Nursoo Punt, being Appendix (A.) to (G.) to Letter from the Bombay Government, dated 17th February (No. 19) of 1852.

Received from *W. E. Frere*, Esq., the following Records:

Letter from Captain French to A. Malet, Esq., No. 282; dated 15 November 1848.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 47; dated 31st March 1851.

Letter from Captain French to Mr. Chief Secretary Malet, No. 199; dated 21 July 1849.

Letter from Captain French to Mr. Chief Secretary Malet, No. 55; dated 22 February 1849.

Letter from W. C. Andrews, Esq., to A. Malet, Esq., No. 70; dated 22 March 1847.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 209; dated 31 August 1848.

Letter from Mr. Chief Secretary Malet to Captain French, No. 5249; dated 15 December 1848.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 179; dated 30 July 1850.

Letter from Colonel Outram to Mr. Chief Secretary Malet, No. 207 A; dated 7 Sept. 1850.

Letter from W. S. Boyd, Esq., to Mr. Secretary Willoughby, No. 304 B; dated 10 April 1842.

Letter from the Resident to Mr. Chief Secretary Malet, No. 215; dated 7 September 1848.

Accounts of the Village of Kassupoora, from 1901 to 1906 (A.D. 1844–45 to 1849–50).

Letter from Mr. Chief Secretary Malet to Captain French, No. 204; dated 12 January 1849.

Letter from Mr. Chief Secretary Willoughby to Sir R. Arbuthnot, No. 1569; dated 22 April 1846.

Letter from W. C. Andrews, Esq., to Mr. Secretary Malet, No. 187; dated 13 August 1846.

Mr. Secretary Malet's Answer to the above, No. 313; dated 22 January 1847.

Letter from Mr. Ogilvy to Mr. Chief Secretary Willoughby, No. 107; dated 13 March 1845.

Letter from Mr. Chief Secretary Willoughby to T. Ogilvie, Esq., No. 1905; dated 18 April 1845.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 207 B; dated 7 September 1850, with Appendix (H.)

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 229; dated 26 September 1850, with accompaniment.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 244; dated 11 October 1850, with accompaniments.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, Secret Department, without Number; dated 21 October 1850.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet; dated 10 April 1851, with accompanying "Statement of Facts."

Letter from Mr. Chief Secretary Malet to the Resident at Baroda, No. 2329; dated 24 June 1847.

Petitions from Joitabaee, dated 15 June and 29 July 1847; and from Ladbaee, dated 2 August 1847.

Letter from Colonel Outram, C.B., to Mr. Chief Secretary Malet, No. 207 B; dated 7 September 1850, and enclosures.

Letter from Mr. Chief Secretary Malet to the Officiating Resident at Baroda, No. 59; dated 4 January 1849.

Letter from Mr. Chief Secretary Malet to Colonel Outram, C.B.; dated 8 February 1851.

(signed) *J. Outram*, Resident.

Baroda Residency, October 1851.

FIRST CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

FIRST CHARGE.

(A.)

No. 282 of 1848.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

WITH the intention of carrying out the orders of Government, given in your letter of the 4th November 1847, No. 4213, and many subsequent communications, Colonel Outram had the accompanying translations (with abstracts thereof) prepared in the case of Joitabaee, widow of Bechur Bhaee Samuldass, of the firm of Hurree Bhughtee of Baroda.

2. In addition to these voluminous documents, there are no less than 48 others of a subsequent date to the concluding one translated, yet the case is undisposed of, and seems as far as ever from an amicable settlement.

3. This will account for the delay that has occurred, and warrant, I hope, my submitting the subject for the consideration of Government, though in an unfinished state.

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4. The untranslated papers are very similar to those now forwarded, in fact, in many respects, mere repetitions, a denial on one day of what on the previous one was admitted, subterfuge and evasions, but all on the part of the petitioner Joitabaee and her parents.

5. In a case of this nature we meet with impediments at every step in the investigation. The honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband, and he, the people here assert, was unable to beget progeny, for a period that, if true, would at once settle the point. Thus it will be seen that insuperable difficulties beset the settlement of the question, either at the Residency or Durbar.

6. The petitioner, under the influence of a vakeel she brought from Bombay, evades an investigation. She questions the impartiality (perhaps rightly) of a punchayet appointed by his Highness, and she wished to have a lawyer from the Presidency to advocate her cause, thus departing from the customs and usages of her caste and profession.

7. My experience, mainly on the other side of India, of disputes in banking establishments has led to the impression, that few if any cases adjudicated through us, or by our intervention, hold good. The bank works on as usual, but the wound is unhealed, and a final settlement is made by the members through the aid of a punchayet of their own nomination, and were this matter disposed of by us or the Durbar, such I feel convinced would be the final result.

8. Besides, there will be many difficulties to carrying out our settlement, and that perhaps at the hands of the very party in whose favour the decision was.

9. The house of Hurree Bhugtee carries on its banking concerns as usual, but if encouragement be afforded to the evil propensities of the litigants by hearing them through hired wukeels, whose object must be to embroil all and "give bad counsel to gain their own ends," (*vide* Enclosure, No. 18), the firm will assuredly ere long suffer, and cease to be.

10. As we cannot establish by oral evidence the fact or otherwise of the child being that of a kolie, of the petitioner having been pregnant at the death of her husband, and his ability to beget offspring, without entering on an inquiry abhorrent to the feelings and prejudices of the caste the litigants belong to, and as such an investigation would in all probability fail to satisfy either party, while it would assuredly be most distaseful to the whole of the Seiths here, I beg to propose that, through the Durbar, both the widows be told to each name two persons, and conjointly a fifth, or sir punch, to determine their dispute, but first giving under their hand and seal, duly witnessed, a written agreement to abide by their decision. The parties may at the same time be warned that the British guarantee is "during good behaviour," (*vide* accompaniment to Mr. Boyd's letter No. 1121, 18th November 1840, entry No. 13), and be informed that their razeenama will suffice for both the Durbar and Government.

11. Should this proposition meet with approval, I shall have the honour of seeking the concurrence of his Highness to it, and I have every hope that the case may thus be finally adjudicated.

I have, &c.

(signed) *P. T. French,*
Acting Resident.

Baroda Residency, 15 November 1848.

No. 1.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 2 August 1847, No. 575.

SETANEE Joitabaee, widow of the late Paruck Betchurbhoy, of the firm of Hurry Bhugtee, ade a petition to the Bombay Government, under date the 15th June 1847, which was received by the Resident, with endorsement, dated 23d July 1847, No. 6228, for report, stating that her husband died when she was in a pregnant state, afterwards she gave birth to a son; that this boy was taken away by the moonim goomashta, Baba Nafra, and given to a kolie; and the moonim has stated that the boy suddenly died, and after causing loss both to complainant

complainant and her parents, placed the former in strict confinement. That complainant did everything to excite the pity of the Maharaj and her friends, but without success. The moonim caused the above imposition to be made upon the complainant, in consequence of the latter having questioned him regarding the losses and confusion he had caused in the affairs of the shop, which she had heard. That complainant holds the guarantee of the Honourable Company, and if she is released from her present confinement, she will state the whole affair, &c. The Maharaj, after taking the above circumstances into consideration, will be pleased to state what are the circumstances connected with this case, by whom is the Settanee placed in confinment, and upon what grounds, and in what manner is she confined? The whole of these circumstances to be given in detail, and let a reply be quickly sent.

No. 2.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 19 August 1847, No. 632.

THE wife of Bhugteedass Bhanabhoy, named Larbaee, made a petition to the Bombay Government, dated 2d August 1847, which was received by the Resident, with endorsement, dated 7th August 1847, No. 2834, for report, stating that great imposition had been made upon her daughter Joitabaee, the widow of Betcherbhoy, of the firm of Hurry Bhugtee, and her son and complainant's husband, by Baba Nafra, who has placed them in strict confinement, and has made away with the wealth of the shop, &c. A note was sent on this subject from the Residency to the Guicowar Government, dated 2d August 1847, No. 575, consequent on the receipt of a petition from Joitabaee, but to which no reply has been received as yet; therefore be pleased to send a quick reply in detail regarding this case, as formerly requested.

No. 3.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 27 August 1847, No. 662.

RECAPITULATES the contents of the two former notes sent from the Residency, dated 2d and 19th August 1847, Nos. 575 and 632, and states that many days have elapsed, but no reply has been received. In order that a quick reply may be sent, the Resident had desired Govindrow Roria to remind his Highness of it, but no reply having been received, Nursoo Luxmon was sent to complainant to ascertain in what way she is placed in confinement, &c., who sent word to say, that she is prevented from leaving her room, and that a guard is placed over, &c. Yesterday Govindrow stated that the reply would be sent to-day, but which was not received. Therefore the Settanee must be released from her confinement in which she is placed by Baba Nafra. If any objection exist for so doing, a writing to that effect should be sent without further delay, and Baba Nafra is required to attend at the Residency to-morrow at 10 A.M. to give in his statement.

No. 4.

TRANSLATION of a Note from his Highness the Guicowar to the Resident, dated 18th Rumzan Soor Sun 1248 (A.D., 30 August 1847).

AFTER recapitulating the contents of the three notes sent from the Residency, dated 2d, 19th, and 27th August 1847, Nos. 575, 632, and 662 respectively, proceeds as follows:

Complainant's statement is a made-up story, because neither Joitabaee nor her relatives, or any one else, ever preferred a petition to this Government charging Baba Nafra with imposition, and causing losses in the shop; therefore it is necessary to know who she got to make the petition. If the guarantee had been infringed, it would be necessary to write about. But this person is a subject of this Government, and whatever dispute there may be among families, the same should be reported to this Sirkar. In the 25th para. of a yad, dated 9th Zillhiz, Sumvut 1897 (A.D. 2 February 1841), mention is made regarding persons holding British guarantee, that whatever they have to state, they should make the same known to this Sirkar, and to this a reply was received that injunctions had been issued accordingly. But this has not been acted up to in the present case, by receiving the petition, and writing to this Sirkar on the subject. This Government, therefore, hopes, on the strength of friendship, that whatever had been written, the same would be acted up to. Baba Nafra was desired to ask Mahaluxmeebaee Settanee the elder widow of Betchur Samul, regarding the confinement of Joitabaee, and after releasing her to report the whole of the circumstances quickly to this Government, who accordingly presented a yad, copy of which is sent with this note. It is written, that delay having taken place in sending a reply. Nursoo Luximon was sent to complainant, but you should take into consideration that when a "kurur," or agreement, was made with Betchur Samul, the guarantee was not hereditary. If I were to write all the particulars on this subject, an unnecessary correspondence would be carried on between the two Governments. I therefore intended to speak to you on the subject of this agreement personally,

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pensonally, but as this month of Shrawun (August) being one of great festival in my religion, I had no leisure to do so. This Government has observed in the yad, with regret, that in consequence of an answer not being sent, Nursoo Luximon was sent to complainant, Joitabaee; Baba Nafra was directed on the 28th August to attend before you, and probably he has done so. This Government has hopes that you will kindly take the above matter into your consideration, and write to the Bombay Government in a clear manner.

No. 5.

TRANSLATION of a Yad from *Mahaluximee Baee Settanee*, Widow of Betchur Samul, dated 4th Shrawunvud, Sumvut 1903 (29 August 1847), being an Enclosure to the above.

THE Sirkar asked my moomim, Baba Nafra, why was Joitabaee Settanee placed in strict confinement? and after causing her release, whatever may be the circumstances regarding her case, to report the same to the Sirkar. But Joita is not in confinement. Joita was told that she was aware of all the circumstances, and by listening to the words of her parents, she would bring the shop into disrepute, which was not proper for her to do. By doing so, it would cause loss and injury to Purshotumbhoy, the heir of the firm. This she should consider. On which she replied, that her father should be entrusted with the shop business, and whatever money she may require for her expenses she will take, and not to tell her every time about the "bundobust" (arrangement) which "Shetjee" (her husband) had made, and that she will go wherever she likes, and no one is to prevent her, and declared that if she was thwarted in her wishes, she would sacrifice her life. From this, it became known that her mother is a person for causing mischief, and who knows that some day or other, by tendering bad advice to her daughter, she may bring "afut" (calamity) on the shop. In order that no stranger may have access to her, the sleeping apartment of the late "Setjee" (husband) was given to her to live in, attended by her female servants as heretofore, and I too go there and tender her my friendly advice as to how she should act; but through the instigation of some persons, she says that she will take a share of the shop. Such is her conduct, and although no imposition has been made on her, yet she has complained to the Sirkar; therefore some experienced and aged person from the Sirkar should be kept as a watch over her, which will keep her from going astray, and through them she can come and go to worship, &c., according to the respectability of our house; and the "bundobust," which the "Setjee" (husband) had made before her, is continued, and will continue so, and if it be necessary, the persons who may be placed over her can see into this also; and from my own part, no imposition is made on Joita Setanee. In order that she may not go astray, I give her my friendly advice. My object in representing to the Sirkar is this, that the Sirkar, without taking into consideration the family disputes of my house, should, as heretofore, continue to maintain the respectability of my house; because when there is any dispute among my caste people in the city, the inquiry is made at my shop, and award given. In this way the Sirkar has maintained our dignity as "Nuggur Sett." Now that the "Sett" is dead, and the child being a minor, the Maharaj should see that no change may take place in the practice which has continued as heretofore.

No. 6.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 31 August 1847, No. 671.

ACKNOWLEDGING the receipt of his Highness' note, dated 30th August 1847, forwarding copy of one from the elder widow of Betchur Samul, in reply to three notes sent from the Residency, dated 2d, 19th, and 27th August 1847, Nos. 575, 632, and 662.

The Maharaj states that the complainant's statement is a made-up story. That no complaint was ever made to the Guicowar Government of the imposition made by Baba Nafra. If the guarantee had been infringed, it would be necessary to write about it. That family disputes should be reported to the Guicowar Government, and that it was improper to have received the petition, and to have written on the subject. In reply, I beg to state, that on the receipt of Joitabaee's first petition, a note, dated 2d August, was sent, requesting that the whole of the circumstances in detail might be furnished for my information; and in the same note, the purport of that petition was given, to which a reply has only now been received, stating that it was "improper to have received the petition, and to have written on the subject. What does this mean"? Was it improper for the Bombay Government or the Resident to have received the petition, or that having received it, the Maharaj should not be called upon to furnish the information in detail? This does not appear plain, and unless a clear reply is received from the Maharaj, as to whether the guarantee has been infringed or not, and other matters, as stated in the petition, how can the points be answered? Therefore, to obtain full information, the Maharaj has been, and is now written to on the subject of that petition, and agreeably to the purport of that petition, full information should be furnished.

2. It is stated that Baba Nafra was desired to ask Mahaluximee Baee regarding the confinement of Joitabaee, and after causing her release, to report the whole of the circumstances, on

on which a yad was presented, and a copy of it sent, from which all will be known. In reply, I have to observe, that it is written in the enclosure that Joitabaee was told that she was not doing right thus to bring the shop into disrepute, but that she did not give a proper reply. That she is in restraint so far, that no strangers have access to her, but that no further imposition is made on her. In reply, I have to state, that unless it is clearly stated what are the circumstances that will bring the shop into disrepute, this point cannot be cleared. In the room in which Joitabaee is kept, iron bars have been newly put to the windows, and a guard of sepoys is placed over it, and three servants have been permanently employed, besides whom no one is allowed to have access, and she is also prevented from going out and in. In this way she is placed in confinement. This was made known from personal inspection by Nursoo Punt. Baba Nafra stated before me that Joitabaee is not hindered from going to worship, but the vakeel, on her part, Amoolukram Rajeshwer, stated that the Baee is prevented from leaving her room to go to worship, and it does not appear for what reason the Baee has thus been kept in confinement. What fault has she committed? An inquiry into this having quickly, and in a proper manner, been made, it is requested that all the information may be furnished, in order that the case may be settled.

3. It is stated, that owing to there being a delay in sending a reply, Nursoo Punt was sent to Joitabaee, but that no hereditary guarantee was given to Betchur Samul (to authorise this interference on behalf of his widows). In reply, I have to state, that by referring to the guarantee papers, it will be seen, that on the death of Betchur Bhoy, the guarantee which he enjoyed, and which has continued to his family, according to "custom," does not cease.

4. It is also stated, that owing to no reply having been received, Nursoo Punt was sent to Joitabaee; that this having been written, the Maharaj has observed with regret. In reply, I have to state, that on receipt of Joitabaee's first petition, a note, dated 2d August, was sent from the Residency, requiring full information regarding her complaint; but for 17 days no answer was received. Meanwhile, another petition was received, therefore another yad, dated 19th August, was sent; still no reply was received, and in the interim, the vakeel of the complainant preferred a petition. On this Govind Row was desired to request the Maharaj to send a reply quickly; but this was not done, and a third petition was received from Bombay. Nursoo Punt was accordingly sent to complainant, to know the circumstances of her case. Afterwards, on the 26th August, Govind Row came and said that a reply would be sent next day; still none was received. On the same date a note was sent, desiring that Baba Nafra should be directed to attend. Therefore, as petitions were coming in from the complainant, and no reply could be obtained from the Guicowar Government, in order to ascertain, without further delay, the real circumstances relating to Joitabaee's confinement, it became necessary for the Resident to take measures for effecting a settlement of this case. If the Maharaj will take the above matter into mature consideration, he will see that there was no cause for his expressions of regret.

5. Mahaluximee Baee writes, that such cases of family dispute the Maharaj should not take into consideration. In reply, I have to state, that if any injustice has been practised upon persons holding "bhandree," even though arising out of family disputes, and a complaint be made to the Sirkar, it is necessary to inquire into the same. From what is written above, the whole will appear plain, and I request, that agreeably to what is written in the 1st and 2d paras., inquiries may be instituted, and that the whole of the circumstances be investigated.

No. 7.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 3 September 1847, No. 680.

THE vakeel of Setanee Joitabaee, the widow of Paruck Betchur Samul, named Amooluckram Rajeshwur, has reported that Baba Nafra, after taking away the Baee's son, kept him in some place, but no information can be obtained regarding him, and requested that measures may be adopted to recover the child. The Resident had hoped that the Maharaj, in prosecuting this inquiry, would have adopted means for tracing out the boy, and preserving him from injury; but from the above, this does not appear to have been done. I therefore request that after recovering the boy, he may be delivered to Joitabaee, so that until this case is settled, the boy may remain at ease, to the satisfaction of the Baee. After the same has been done, send a quick reply.

No. 8.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated 6 September 1847, No. 686.

AFTER recapitulating the contents of the two former notes, dated 31st August, No. 671, and 3d September 1847, No. 680, proceeds as follows:

The Resident had hoped that the Maharaj would, as requested, have caused the boy to be delivered over to the Baee, but what has been done in this case, nothing is known.

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Regarding this case, a note was first sent from the Residency, but no reply having been received for 17 days, another note was sent; still no answer was received. Nursoo Punt went to the Baee to ascertain the circumstances of her case. On this the Maharaj expressed his regret in his reply. Nevertheless, two notes as above-mentioned were sent, chiefly requesting that the Baee should be released from confinement, and the boy restored to her, yet nothing is known whether the same has been done. On the 4th September, Nurso Punt was again sent to the Baee, to ascertain regarding her case, who brought a written statement of what the Baee had told him. On seeing which, the Resident found that the hope which had been entertained that the Maharaj would cause what was necessary to be done, was not fulfilled. A copy of the statement of the Baee, as above-mentioned, is therefore sent with this note, from which the whole will be known, and it is requested that the Baee may immediately be released from confinement, and her son restored to her, and that a quick reply be sent. If no objection exist for so doing, it is requested that the Baee and her father may be removed from confinement, and sent to the Residency, for the purpose of stating their own case. If a reply is not sent immediately, the Bombay Government will be written to on the subject. This is written for the Maharaj's information.

No. 9.

Enclosure of the above.

TRANSLATION of the Statement of *Joitabaee*, Widow of Betchur Samul, aged about 19 years.

BEING desired to relate the circumstances of my case, I state, that Nursoo Luximon, about 10 years ago, came to me, when I briefly stated my case; but now I again state, that about six months ago, I was in my house, and my son Moteelall was at my parents' house. The moonim goomashta, Baba Nafra, of my shop, of his own accord, sent persons to my parents' house, and, by force, brought my son away to this house, and the second day he gave him away to some kolie. After my son was brought from my parents' house, he was not shown to me. I do not know who that kolie was, nor was I asked about his being given away. About 10 or 12 days before my son was given away to a kolie, I and my son were living in the "havellee" (mansion); I remained in it, but sent my son over to my parents' house at night. The second day after this, a guard was placed over me, and I was prevented from going out and coming in, and my son was also prevented from coming to me from my parents' house. Ten or twelve days after this, my son was forcibly brought and given away; a guard was placed over my parents' house, and my father was placed in confinement. Therefore, both myself and my father should be released, so that I may be able to state as to where my son is, and all other circumstances to the Resident. At present I do not wish to say more. I am still in confinement, and prevented from going out and coming in, and am even prevented from going to worship.

The Baee objected to annex her mark to this statement.

No. 10.

TRANSLATION of a Note from his Highness the Guicowar to the Resident, dated 27th Ramzan Soorsun 1248 (A.D. 8 September) 1847.

AFTER briefly recapitulating the contents of the Resident's note, dated 31st August, 3d and 6th September 1847, Nos. 671, 680, and 686 respectively, proceeds as follows:

Mahluxmeebaee Setanee has now submitted to the Sirkar a detailed yad of the circumstances relating to the son of Joitabaee. Copy of which, and an extract from a paper of arrangement made by Bechurbhoy regarding Joitabaee, are sent, from which all will be known. From a perusal of these papers, it appears that three, or three and a half months after the death of Bechurbhoy, Joitabaee was delivered of a son, at which time, according to custom, the "Suwaree," (his Highness) went to congratulate. Afterwards, a report was spread in the city that Joita Setanee did not give birth to a son, and that there was some fraud in it; but for some days this report was not known in the house, owing to its great respectability as that of a "Nuggursett," but afterwards it was known all over the house, when the elder widow of Bechur Samul, on hearing it, made it known to the Sirkar, at which time the Sirkar, having taken into consideration the great respectability of Betchur Samul, inquired about the circumstances from first to last, from which it appeared that fraud had been practised regarding the birth of a son. It became therefore a matter of reflection, that under this Government this house is one of great respectability, and in order to maintain that respectability, this Government did not institute any further inquiry into the matter. On its being publicly known that Joita Setanee, who is young (aged about 18 years), had practised the fraud "of giving birth" to a son, in order that no one should teach her to commit such frauds in future, and lead her astray, it became necessary to keep her in restraint, so far only that, according to the rule of the house, she should not go out, nor strangers have access to her; therefore, that Joita Setanee may not be prevented from going to worship, &c., two aged and faithful persons, as goomashtas, and a baee* should attend on her, and with whom she should go and come. If the Setanee should be going elsewhere than to places where she ought to go, the goomashta is to report the same immediately

* Female attendant.

ately to the Sirkar, accordingly Mahaluxmee Setanee was desired to do so, and the restraint on Joita Setanee was removed. It is necessary that measures should be taken, when it is found that women are going astray. The father of Joitabee, named Bhana, was told to give "Hazee Zameen" (security for personal appearance), and on his furnishing one Mahaluxmee Setanee will be desired to remove the guard placed over him. In the note No. 686, it is requested to send Joitabaee and Bhana to the Residency, but it does not look well to send a female to the Residency; this the Resident should take into consideration. The Resident will be pleased to take the whole of the above circumstances into consideration, and out of friendship write to the Bombay Government, and then if the Honourable the Governor be of opinion that an inquiry into this case is necessary, both persons will be sent for by this Sirkar, and an inquiry will be instituted.

TRANSLATION of a Yad from *Setanee Mahaluxmee Baee*, Widow of Betchur Samul, dated 11th Shravun Vud, Sumvut 1903 (A. D. 5 September 1847,) being an enclosure to the above.

THE Sirkar sent for my moonim, Baba Nafra, and said that Joitabaee has now made a complaint of the imposition made on her regarding her son, and directed him to inform the Sirkar the true circumstances of this case, which Baba informed me. The circumstances of the case are, that up to the death of the "yett," (husband) my rival, Joita, was not pregnant, nor did she even say that she was so, and every month she had her courses. If she was pregnant, it is customary in our caste to make "uggurnee" (a ceremony performed on a maiden's first pregnancy in the 7th month,) and this would have been done had she been so. Settjee (my husband) for one year was ill, but for seven or eight months before his death, he could not move without the help of other persons; this was well known to all. The Sett, seeing his ill state, made arrangement regarding the affairs of his house, at which time a clause was written about Joita, copy of which was shown to the Sirkar in the month of Falgoon Sumvut 1903 (A. D. February 1847,) the contents of which the Sirkar must have understood. In this manner Settjee had written, and at the same time Joita was made acquainted with the purport, on which she desired that a reconciliation should be made between us, and to place Purshotum (my son) in her lap, with his own hands; on this the Sett got angry and said, what is the meaning of this? When I replied, what harm is there in doing it, our whole dependence is on Purshotumbhoy; on this, the Sett placed Purshotumbhoy in Joita's lap with his own hands; at that time were present, my father Vujoobhoy, and Joita's father Bhanabhoy, and my mother and her mother, together with Baba and other Goomashtas dependants, and Moteeram "vyeed" (doctor); such being the case, Joitabee, three or three and a half months after the death of the "Sett," when the fraud of having given birth to a son became known, was sleeping in the house on the night of Magshair Vud 8th, Somwar Sumvut 1902 (A. D. Monday 22d December 1845,) and at midnight she went over to her father's house without informing me of it, and the next morning gave out a report that she had given birth to a son on the night previous; on this, I began to consider what imposition is this; being in mourning, and if I were to say anything now to the Sirkar, the character of Hurree Bhugtee's house, which is the largest firm in the city, would sustain injury; therefore with this fear I remained quiet, and the celebration of the 12th day was therefore not made upon a grand scale. I did not keep any spite towards her on account of our rivalship, but from that day a report has been spread in the city that Joitabaee was not delivered of a son, and that some fraud had been practised, which, when I heard, I began to consider what can I do in this; what is to happen, will happen. About 12 or 13 months after this, it was known that the son of Kolee Rugoonath Nuthoo, of Meethapoor, had been brought, who, when he came here, produced the writing passed by the father of Joitabaee to him. On making an inquiry, it was found that the son died from small-pox, at which time the son of Tulaveea Dulla, of Amlyara, was sent for through Havildar Dadabhoy. The father of Joitabaee, named Bhanabhoy, and Havildar Dadabhoy, were employed at Amlyara on duty, and in connexion with them this was done. On this being known I took Joita aside, and asked her why she was going to bring disgrace on the house, and desired her to state everything as it had happened. On this she felt ashamed, and said, "You are aware I was not pregnant, what are you questioning me for now; you should ask my parents about this, as it was done at their desire." On this her mother was sent for, for the purpose of being questioned, who did not come, but abused the person who went to call her, and then ran away, and if she is gone to live under the protection of any one, let her be so. Afterwards her father was questioned, who gave impertinent answers; therefore four sepoys were placed over his house, because Bhanabhoy is a servant of my shop; and another thing, Joita kept her jewels with her mother, who having broke them up and sold them, commenced secretly, in the house of other people, to raise false stories. From this it became known that Larbaee and Bhunabhaee, in order for their own advantage, got Joitabee to commit this fraud. This case having occurred in my house, was one that requires to be settled by our caste people; the principal persons were therefore sent for, and after seating them on one side, told them the whole affair, who replied, that as such a thing had happened, this boy should not be kept; they further state, that since the report of the birth of this boy was given out, every one in the city used to say that there was fraud in it, and this has been proved now; therefore a "bundobust" should be made in this case, otherwise the "caste" will be polluted. Afterwards, this boy was made over to the Tulavee of Amlyara, from whom he was taken, and both parents were placed in the

Thannah of Amlyara, and fearing that Larbaee, who is a person for creating mischief, and who has run away, would go there and create a disturbance, five sepoys were kept there afterwards; as cholera began to rage in that village, this boy fell a victim to it on 2d Jeitsood 2d, Sumvut 1903 (A. D. 14 June 1847). On hearing this news, Mehta Hurjewon was sent there to inquire, who after making inquiries, returned and stated the whole circumstances; such are the circumstances regarding the boy, and having brought them now to the notice of the Sirkar, it is better for me to die than to survive the disgrace which has been brought on my house and on my caste, but I am helpless, and the Sirkar is my parent; Settjee has placed Purshotumbhoy under the protection of the Sirkar, and therefore the Sirkar should keep his eye on him. Beside having observed the present conduct of Joitabaee and her mother, who is a person for creating mischief, and having joined her, intends to ruin the shop, and if I were to say anything about it, it would be attributed to my rivalship; but if the above circumstances are carefully taken into consideration, it will appear that the report of giving birth to a son, and the keeping up of the 12th day, is all fictitious. I would at that time have gone, and taken women with me to ascertain the truth or otherwise of the report, and there was no difficulty for me to do so; but I then considered the respectability of my house; but now the matter having become public, I am obliged to make it known as above stated. There is no difference in it.

Signed by *Vujoobhoy Vunsheedass*,
at the desire of the Baee.

No. 12.

TRANSLATION of an Extract from a Paper of "Agreement," made by *Shett Bechurbhoy*, regarding his Family and Shop Affairs, dated 1st Shravun Shood, Sumvut 1901 (A. D. 4 August 1845), the 1st paragraph of which to relates Joita Settanee, as follows:

THE younger Settannee is to receive one lack of rupees, and to place it at interest, which should be carried to her credit. An account should be kept of all the expenses incurred on account of jatra, &c. The list of jewels should be annually compared. If any are lost they should be made good from the lack of rupees.

No. 13.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 9th September 1847.

AFTER recapitulating the contents of his Highness's note, dated the 8th September 1847, proceeds as follows:

In the enclosure it is stated that the son of Kolie Rugoonath Nuthoo, of Meetapoor, had been brought, and that those persons afterwards came here and produced a writing passed by the father of Joita; that this boy died of small-pox. I request therefore you will be so good as to send for my perusal the writing shown by Koolie Rugoonath, and also his and others' statements, if taken, on the subject; also send whatever papers there may be touching the death of the boy from small-pox, as stated. It is also mentioned in the inclosure, that when the son of the Koolie of Meettapoor died, the son of Tulavee Dulla, of Amlyara, was brought through the Havildar. If the statements of the Tulavee, his wife, the Havildar, &c., have been taken, please to send also them for my perusal, and I request that any documentary evidence there may be connected with the circumstances stated in the enclosure, may be sent in original for my perusal.

No. 14.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 16th September 1847, No. 722.

AFTER recapitulating the contents of the Resident's note, dated the 9th September 1847, No. 701, proceeds as follows:

It is stated, that on the 10th September Govindrow brought a message from your Highness to the effect that your Highness intends, after having completed the inquiry into this case, to send the proceedings for my perusal, and requested me to direct the vakeel of the complainant to attend before the Guicowar Government, when an inquiry into this case will be instituted, and the papers sent to the Resident. On this, Govindrow was informed that the vakeel would be directed to attend, and he was desired to request your Highness to send an early answer to the note sent from the Resident on the 9th instant. After this the vakeel Amooluckram Rajeshiver was directed, on the 11th September, to attend at your Highness' durbar. Such being the case, yesterday Amooluckram presented a yad, stating that Joitabaee is prevented from speaking to any one, and that nothing has been done regarding the release of her father, and that he went to Joitabaee, but the Goomashta in the "Havillee"

"Havillee" prevented his seeing the Baee. A copy of this yad is enclosed for your Highness's information, and whatever reply your Highness may have to make, please to send it soon, agreeably to my note No. 701. I request that the papers relating to this case may be quickly sent to the Residency, and also to state what objection there is for the vakeel to visit Joitabaee.

No. 15.

TRANSLATION of a Yad from *Joitabaee*, Widow of Betchurbhoy.

THE Sirkar was pleased to write to the Guicowar Government for my release; on this the Jasood of the Guicowar came and gave me hopes of being released, as follows:

The iron chains which were placed on the windows and lattices of the rooms next to that in which I live were removed, and I was allowed to move about in the house; but Baba has kept near me two Goomashtas in his interest, to listen to all I speak, therefore I have no faith to speak before them, and it rests with you to send a yad to cause their removal.

2. My father Bhanabhoy is confined in his own house: four Arabs are placed over him. The Sirkar's Jasood came and told him that if he will furnish "hazurzamine," he will be released. On this, means are being taken to furnish "hazurzamine," but he cannot get any one who will stand security for him at the Guicowar Government; therefore please to send a peon to bring my father to the Residency, and it rests with you to hear his case.

No. 16.

TRANSLATION of a Note from the Resident to his Highness the Guicowar, dated the 18th September 1847, No. 726.

A NOTE was sent to the Guicowar Government from the Residency, dated the 9th September 1847, No. 701, regarding a petition preferred by Joitabaee, widow of the late Betchur Samul, complaining of her son having been forcibly taken and given away to a kolie, to which no reply has been received yet. In the meantime Govindrow Rova brought a message from your Highness, stating that your Highness intended immediately investigating the circumstances of this case, and would report the same to the Resident, and requesting that the vakeel of Joitabaee may be sent to the Guicowar Government. Accordingly the vakeel was ordered to go; but nothing is known as to whether any inquiry into the case has been made; in consequence of which a note was again sent on the 16th September 1847, No. 722, to which no reply has been received. Yesterday (the 17th), when Govindrow came to the Residency, he was desired to inform your Highness that nothing is known as to what has been the result of the inquiry instituted in this case, nor has the reply, which was requested to be sent soon, yet been received. Govindrow replied, that the vakeel of Joitabaee did not attend before the Guicowar Government, and requested that he might be directed to do so. On the vakeel being questioned why he did not attend, he replied, that he went to Joitabaee, but the Goomashta there told him that if he brought any person, either from the Guicowar Government or the Residency, he would be allowed to visit Joitabaee, not otherwise, for which reason he was not allowed to visit her, and that, unless he sees the Baee, how can he carry on the business as a vakeel; but after seeing the Baee he will carry on the business. On this Nursoo Punt was directed to take the vakeel at once to Joitabaee, and to ascertain in what way the Baee has been released from confinement, who reported this day that he went yesterday evening with Vakeel Amoolukram to Joitabaee, and introduced the vakeel to Joitabaee, who replied that the iron bars which had been put to her window had been removed, and that permission is given her to go to worship; but the restriction that no person should have access to her is still in force, and that she has not had any interview with her father. That the three persons who were in constant attendance on her used to go to their houses, but for the last 10 or 15 days they were prevented from going; this is a new restriction. If her vakeel who has now come to her be permitted to visit her she will make arrangements for sending him to the Guicowar Government, and also to the Resident, to inform him of her case. In this manner Joitabaee stated to Nursoo Punt. Afterwards Nursoo Punt went to the Moonim Baba Nafra, and the father of Mahaluxmee Baee, named Vujoo Bhaee, who were in the "huvellee" (mansion), and told them the above circumstances, and desired that the vakeel of Joitabaee might be allowed to visit Joitabaee. On this Baba replied, that the restriction is that no strangers should have access to her, and if such vakeels are allowed to visit the Baee, and an inquiry into the case be commenced, the house of Hurree Bhugtee will instantly be ruined, and thereby sustain loss in every way. That Joitabaee holds the guarantee, and not Parshotumbhoy and Mahaluxmee Baee, is not the case; therefore such an arrangement should be made by the Resident, that a respectable house like this may not suffer loss, and that he should represent this matter to the Resident. Such being the case, if the vakeel, after seeing Joitabaee, wishes to carry on a dispute in this matter, Mahaluxmee Baee will, after entrusting her house, &c., to the Resident, proceed to Bombay, and let happen what is to happen. In this manner he spoke; the purport of which is, that no permission should be given to the vakeel to visit Joitabaee. In this manner Nursoo Punt reported. On this I write

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write to say, that it is but just and necessary to write to the Bombay Government a true account of the matter complained of in the petition of Joitabaee, after a proper inquiry has been made into it. A message has also been received from your Highness, stating that your Highness purposes at once to institute inquiries into this case, which is proper; your Highness also sent a message by Govind Row, requesting me to direct the vakeel of Joitabaee to attend before the Guicowar Government. Accordingly the vakeel was ordered to attend; but in this Baba Nafra, as above stated, has interposed obstacles. From this I am led to suspect that there is some treachery in this case. There was no necessity for Baba to throw any such obstacles in the way; I therefore request that a quick and searching inquiry may be instituted, and I hope that no persons belonging to Joitabaee, or her vakeel, will be prevented from having access to her, and that those persons placed over her may be allowed to go to their houses, and that your Highness will be pleased, after instituting proper inquiries into this case, to send a quick reply. Setanee Mahaluxmee Baee should be informed, that whatever she has to communicate to the Resident, the same should be done in writing.

No. 17.

TRANSLATION of a Note from his Highness the Guicowar to the Resident, dated the 7th Shaval Soorsun 1248 (A.D. 18 September 1847).

AFTER recapitulating the contents of the Resident's note, dated the 18th September 1847, No. 726, proceeds as follows:

In this case, the answer received from Mahluxmee Setanee, widow of Betcher Samul, was forwarded formerly with a note from this Government, in which it expressed its opinion that the matter should be brought to the notice of the Bombay Government. To this a note, No. 701, was received in reply from the Residency, requesting that the original depositions, &c., may be sent for the Resident's perusal. On this a "takeed" was given to Mahluxmee Setanee to produce these papers, but this Government considered that the papers relating to the above-mentioned case should be first shown to and examined by good and respectable persons, whose respectability is equal to that of her own house, previous to sending them to this Government. Accordingly, Meer Surfraz Allee, Gopalrow Myral, Trimbuck Shastree, and Bappoo Shastree, were desired to examine them. The cause of the delay Meer Surfraz Alee states, is owing to his observing the "Ramzan" feast, and sitting up at night reading the Koran, and the indisposition of Gopalrow Myral. They are, however, entrusted with the business which is in progress. As soon as they have examined the papers, and have explained the circumstances to the Government, this Government will then inform the Resident in a clear manner. In the present note, it is stated that the vakeel has been prevented from seeing Joitabaee; this and other matters were written. On this Baba Nafra was sent for, and was desired to ascertain the cause of it from Maheeluxmee Setanee, who after explaining the reason why the vakeel should not be admitted, stated, that if any information is required from Joitabaee, the Sirkar should send a kamdar for that purpose. Her father, who is well acquainted in all matters, should have access to her, and who should communicate with the Sirkar also. To this effect a yad was presented to this Government by Mahaluxmee Baee; copy of which is sent with this note, from which you will know all. By doing so, there appears no necessity for strangers to go to her "as vakeel." This Government twice sent word by Jasood to Bhanabhoy to give "hazur zamine," yet he has not done so, and he remains as he is; I therefore request to be informed whether, if he does not furnish "hazur zamin," is he to be liberated, or how? and on receipt of your reply, injunctions will accordingly be issued.

No. 18.

TRANSLATION of a Yad from *Mahaluxmee Setanee*, Widow of Bechur Samul, dated Bhadurpud Sood 10, Sumwut 1903 (18 September 1847), being an Enclosure to the above.

A NOTE was received by the Guicowar Government from the Residency regarding the vakeel having been prevented from seeing Joitabaee, &c. On this Baba was sent for and questioned, who communicated the circumstances through my father Wujoobhoy. If the circumstances of this case are taken into consideration by both Governments, all will be known. I therefore state that vakeel Amoolukram came to this shop, and spoke to the Goomashta, &c, in an arrogant manner. Let that be. The Goomashta at the same moment informed me of it, at which time Baba was not present; but I considered this vakeel to be a stranger, and that for his own advantage, he might misrepresent matters, and take some writing from her, which would cause some embarrassment hereafter. Therefore he was desired to obtain the permission of either the Sirkar or the Resident on this. On Bhadurpud Sood 7th (17 September, Friday), Nursoopunt Tatia, in company with Amoolukram Vakeel, went to Joitabaee Setanee to obtain some information from her, and on their going away, Baba Nafra and Vujoobhoy stated all the objections that existed against the visit of the vakeel, &c. I have no objection to the appointing of a vakeel, but in this case it should not be done, the reason of which is, that this is a private matter; what should not have happened has occurred in this, he is to be a vakeel, and the object of a vakeel is to give bad counsel to gain his own end; therefore no vakeel should he allowed in this business.

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If the Sirkar has questions to put to Joita Setanee, as a kamdar from the Residency comes direct, so one from the Sirkar may be sent also. Bhanabhoy, the father of Joitabaee, can in a proper way freely visit her, and after ascertaining from her, inform the Sirkar of it. If this is done, there can be no objection of any kind; but Joita's object is to carry on a fraud (turkut) through the vakeel, and cause a correspondence between us, and thus ruin the shop. This the Sirkar should take into consideration, after which it should act as it thinks proper. As both Governments have up to this day maintained the dignity of my house, so it should be continued; therefore Joita's father should be questioned in this case, as to who should have access to her, further, the servants, &c., are not prohibited from attendance on her. It is not customary for men (strangers) to have access to women; is this to be allowed, or not? please to say. This being but just. and by acting contrary to it, and by listening to her and to the persons on her part, a strict eye is intended to be kept on me, they will misrepresent matters regarding her complaint, &c., much more than they have now done; therefore, no trust should be put on what they say. Let that be. My present request is this, that if the "Sirkar," as protector, will once more fairly take the circumstances of my case into consideration with reference to the rule observed in my house, the whole will be known both to the Sirkar and the Resident. It is written on the strength of the petition of Joita, that there is treachery on the part of my kamdar. What reply can I now make to this charge? Let that be. If the Resident will take all this into consideration, he will fully understand the matter. In every person's house, disputes at times of minor or greater importance take place, and according to the respectability and rule of the house, a settlement is made. In short, it remains with both Governments to maintain our character amongst our caste people, and in the affairs of our shop.

No. 19.

TRANSLATION of a Yad from his Highness to the Resident, dated 7th Souwal 1248 (corresponding with 18th September 1847).

MEER SURFRAJ ALI and Gopalrow Myral having been appointed by this Government to inquire into the circumstances of the petition made by Joitabhaee, widow of the late Bechur Samul Paruck, regarding her son, I have the honour to forward copy of a yad received from them, requesting the attendance of certain persons residing at the village of Meetapoor, pergunnah Napar, and I beg you will oblige me by taking the necessary steps for their speedy attendance, as therein solicited.

No. 20.

TRANSLATION of the Enclosure alluded to above.

THE Resident Sahib should be requested to cause the attendance of the following persons, whose evidence is required in the case of Joitabaee (the names of five persons of Meethapoor Taba Napar are here specified).

No. 21.

TRANSLATION of a Yad from the Resident to his Highness, dated 21 September 1847, No. 730.

AFTER recapitulating contents of his Highness's yad of 18th September, proceeds as follows:

I quite agree with your Highness in thinking that Joitabaee's father, by name Bhanahhoy, should be allowed to advise her in this case; regarding the release of the said Bhanabhoy without furnishing security, in the first place I am not aware of the reason of his being placed in confinement; and secondly, why he should not be released without finding security; under these circumstances I am of opinion that he should be set at liberty

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No. 22.

TRANSLATION of a Note from the Resident to his Highness, dated 6 November, No. 897.

AFTER acknowledging receipt of his Highness's yad, dated 18th September, with enclosure, proceeds as follows: "I wrote to the Kaira magistrate regarding the people of Mertapoor, mentioned in your Highness's letter, and the five persons as per margin, having been received accordingly, are herewith forwarded for the purpose of being confronted by your Highness, and I request that anything which yet remains unsettled in this case may be completed immediately, and the result reported to me, as many days have elapsed since the receipt of Joitabaee's petition from the Bombay Government, and no answer has yet been forwarded on the subject.

1. Takore Ameersing Hurreebhoy.
2. Jeebhaee Hurreebhaee.
3. Shasungjee Bhikabhaee.
4. Kolee Ragoonath Nathoo.
5. Jemr Judbhaee Jalumbhaee.

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No. 23.

TRANSLATION of a Yad from the Resident to his Highness, dated 10 November 1847, No. 904.

A LETTER having been received from Mr. Chief Secretary Malet, dated 4th November 1847, No. 4213, calling for my report on the petition made by Joitabaee, widow of the late Paruck Bechur Samul, of the firm of Hurree Bhugtee, dated 15th June 1847, I beg to state that I have not as yet been informed of the result of your investigations relative to the several documents which I forwarded to your Highness connected with this subject, I trust, therefore, you will have the goodness to furnish me with the necessary information at your earliest convenience, to enable me to submit the case for the consideration of Government.

No. 24.

TRANSLATION of a Note from the Resident to his Highness, dated 15 November 1847, No. 919.

I HAVE the honour to forward copy of a yad received from Bhanabhaee on behalf of Joitabaee Setanee, widow of Paruk Bechur Samul, dated 13th November 1847, from the first para. of which you will observe that her father is not permitted to converse with her, and that her other relations are prevented visiting her; this has surprised me very much, as from letters received from your Highness, I was given to understand that she not being considered in the light of a prisoner, was under no restraint whatever; I request, therefore, that you will have the goodness to inquire into this matter, remove the cause of complaint, and see that such does not occur in future; the contents of the second and third paras. are worthy of your Highness's consideration.

No. 25.

TRANSLATION of a Yad from *Bhanabhaee* above alluded to, dated Kartic Shood 5th (corresponding with 13 November 1847).

WHEN my father came to see me yesterday, two goomashtas, named Luxmeedass Narratum and Geilah Khooshal, came and sat near me; I requested them to go away, as I wished to converse with my father regarding my distressed condition. Upon this, one of them, after speaking to Baba, returned, and seated himself by my side; and on my again asking him to go away, he said that Baba had desired him to be present, while I was conversing with my father. I beg, therefore, that I may either be allowed to visit my parent's house, or that whenever my relations come to see me, there be no necessity for a goomashta being present, and that as I am now in ill health, no objection should be made to my relations visiting me.

Baba Nafra has set my three servants against me, and having taken one of them, by name "Gunga" to Meer Sahib's house, they (Baba and Meer Sahib) urged her to write that the child had died of small-pox; but she replied, how can I tell such a falsehood, when about 50 people accompanied her to the church in the morning, and returned in the evening? Baba continued, all the others have written as I told them, and why won't you do the same? She answered, unless I saw the dead child, how can I tell such a lie? When she was leaving the house, Baba desired her not to tell me what had passed between them.

The people of Meethapoor have been called as witnesses in this case, and their depositions will be taken by the Guicowar Government to the same effect as those of the inhabitants of Amulyara; therefore I request that I may be favoured with copies of these documents, when I will prove to you whether their statements are correct or not, and you will be made acquainted with all the circumstances of the case during your personal investigation.

No. 26.

TRANSLATION of a Note from the Resident to his Highness, dated 18 November 1847, No. 923.

BHANABHAEE has presented a yad in behalf Setanee Joitabaee, widow of the late Paruck Bechur Samul, dated 16th November 1847, to the effect that the wife and son of Wamunrow Vénktesh *alias* Baba Nafra, are leaving Baroda, under pretence of going on pilgrimage, that when Joitabaee was delivered of her son Moteellal, Baba's wife went to see her at the request of Shetanee Mahluxmee, and as inquiries are being instituted in this case, and her evidence will be necessary, she requests that her departure may be deferred until the dispute has been decided. A copy of this yad is forwarded for your Highness' information, and I trust such steps may be taken as you may deem necessary, to prevent any delay occurring in the settlement of this case.

No. 27.

TRANSLATION of the Yad alluded to above.

I AM given understand that the wife and son of Carkoon Wamunrow Vinkutesh are to leave Baroda in a day or two, under pretence of going on pilgrimage; but as she was sent by Mahaluxmee Shetanee to visit me when my son Motteelall was born, her evidence will be necessary when the case is investigated; and as I have claims against her husband, I beg she may be prevented going, or removing her property until my case has been decided.

No. 28.

TRANSLATION of a Yad from his Highness to the Resident, dated 7th Zilhis 1248 (16 November 1847).

WITH reference to a yad from the Residency, dated 10th November 1847, No. 904, calling for information relative to the petition of Joitabaee, widow of the late Bechur Samul, for transmission to the Bombay Government, I have the honour to state, that agreeably to instructions from this Government, Meer Surfraz Ali, Gopal Rao Myral, Trimbuck Shastree, and Bappoo Shastree; on investigating the case, a yad had been received from these persons, copy of which is herewith forwarded, requesting that copies of the petitions of Joitabaee and her mother Ladbaee, be furnished them, and that the latter person may be called to Baroda. I beg, therefore, that you will have the kindness to comply with their request, in order that the parties may be confronted, and full inquiries instituted, the result of which shall be reported to you. I have further to request the favour of your reporting the purport of this letter to the Bombay Government.

No. 29.

TRANSLATION of Enclosure above alluded to, dated 8th Kartik Shood 1904 (corresponding with 16 November 1847).

AGREEABLY to orders received from his Highness the Guicowar, the circumstances of the petition made by the wife of Paruck Beechur Samul, by name Joitabaee, relative to her son, are being inquired into; the depositions of the people of Amleyarra, Meethapoor, and the city of Baroda have been taken; but to complete the investigation, the Resident Sahib should be requested to furnish copies of the petitions which Joitabaee and her mother, Ladbaee, presented to the British Government; and it is necessary that Ladbaee should be called to Baroda for the purpose of being confronted with the other parties; after full inquiries have been instituted, the result shall be reported to your Highness.

(signed) *Meer Surfraz Ali.*
Gopal Rao Myral.
Trimbuck Shastree.
Bapoo Shastree.

No. 30.

TRANSLATION of a Note from his Highness to the Resident, dated 15th Zilliz 1248 (24 November 1847).

AFTER recapitulating contents of the Resident's letter, No. 919, dated 15th November 1847, proceeds as follow:

Banabhoy was permitted to visit Joeitabaee as usual; at the same he was given to understand that anything they might have to say to each other must be communicated to this Sirkar; to this effect the Resident Sahib was informed by Govindrow, and Bhanabhaee has never remonstrated with this Government on the subject, but he goes to the Residency and troubles the Sahib, from which it appears that he is anxious to impress you with a favourable opinion regarding him by misrepresenting the case, which would lead to a correspondence, for which reason I beg you will kindly take into consideration the fact of his not having informed me of the matter, and reprimand him as you think proper. Regarding the second para. of Joitabaee's yad, in which she states that Baba Nafray and Meer Surfraz Ali tried to induce Gunga to speak about her son; I have personally inquired of Meer Surfraz Ali, who positively declares that he knows nothing of the story, upon which I sent for the woman Gunga, and confronted her with him; she also denied the fact; and after taking her deposition on the subject, I desired Meer Surfraz Ali, Gopalrow Myral, Trimbuck Shastree, and Bappoo Shastree to inquire into it; and also regarding the objection made to Bhanabhaee visiting his daughter, the result of these inquiries shall be communicated to you. Should Joitabaee have anything to complain of, she ought to inform this Sirkar of the circumstances, when proper arrangements will be made immediately; but if she acts contrary, and prefers a complaint to the Resident, I beg to bring to your notice that such should not be permitted. Instructions have been given to Mahaluxmeebaee Shettanee that no objection is to be made to Bahnabaee visiting his daughter Joitabaee.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 31.

TRANSLATION of a Yad from his Highness, dated 15 Zilliz 1242 (24 November 1847).

AFTER repeating contents of the Resident's note, dated 18 November 1847, No. 923, proceeds:

Having been informed of the contents of the yad presented by Bhanabhaee in behalf of his daughter Joitabaee, I have the honour to bring to your notice that he never reported this circumstance to the Durbar, but preferred his complaint direct at the Residency; that when sent for to attend at the investigation he is never to be found; and the only answer that can be got from the people of his house is, that he is "gone to the Bungalow," (meaning Residency), I shall feel obliged therefore by your instructing Bhanabhaee and his daughter Joitabaee to inform me of the subject of their complaint, and direct the former to attend on this Government when called. Relative to what is written regarding the wife of Baba Nafra going on pilgrimage with all her property, it is necessary for Joitabhaee to enter into particulars as to the amount of property, to whom it belongs, and where it is going to, when, after consulting with Mahaluxmee Shetanee, widow of the late Bechur Samul Paruck, on the subject, should it appear necessary, arrangements will be immediately made. With respect to Joitabaee's statement relative to Baba Nafra's wife having been sent to visit her by Mahaluxme Shetanee, it was well known for the last month that Baba Nafra's family intended to go to Dwarka on pilgrimage, and Bhana and Joitabaee ought to have informed the Sirkar of it before; but how is it that the parties were allowed to proceed one stage on their journey before anything was said about it, and then only a report to the Resident. As it seemed requisite to question Baba Nafra's wife on the subject, I beg to inform you that I have desired them to remain two days at Chanee, and directed Trimbuck Shastree and Bappoo Shastree to go and take her depositions.

No. 32.

TRANSLATION of a Note from the Resident to his Highness, dated 2 December 1847, No 973.

I HAVE the honour to forward, for your Highness's information, copy of a yad presented by Banabhaeee on behalf of Shetanee Joitabhaee, widow of Paruk Bechur Samul, dated 1st December 1847, in which it is stated that Joitabhaee, on hearing her former depositions read to her on the 29th November 1847, entertained doubts as to their correctness; but I am given to understand that when her depositions were read to her on that day, in the presence of Trimbuck Shastree, Bappoo Shastree, and Nursoopunt, she made not the slightest objection to them; therefore the Baee should be consulted, and arrangements made accordingly. The request contained in the yad for a person to assist Bhanabhaee is worthy of your Highness's consideration.

No. 33.

TRANSLATION of the Yad above alluded to, dated 1 December 1847.

THE Sahib had the kindness to say, that as my case was being investigated by the Guicowar Government, Bhanabhaee should go and state all the particulars. Such was not my intention; but, according to your orders, he went, and his deposition was taken in his Highness's cutcherry; Trimbuck Shastree and Bappoo Shastree came and took mine. On the 29th November 1847 Nursoopunt read it over to me, and it then struck me that it was not according to what I had stated, for which reason I determined to send you this yad, to inform you of the fact; which, when the case is inquired into at the Residency, will become apparent. The Guicowar Government take depositions, and my father's signature at night time; but he cannot read properly at night, and has been so bewildered at the loss of the boy that I beg you will order a person to attend him who can explain and read to him.

No. 34.

TRANSLATION of a Yad from his Highness to the Resident, dated 21 Zilliz Sooasun 1248, (30 November 1847).

REFERRING to his Highness's letter, dated 15 Zilliz 1248 (24 November 1847), in reply to one from the Resident, dated 15 November 1847, No. 919, proceeds as follows:

I herewith have the honour to forward copies of a yad, with six enclosures, received from Meer Surfraz Ali, Gopulrow Myral, Trimbuck Shastree, and Bappoo Shastree, which I shall feel obliged by your taking into consideration.

No. 35.

TRANSLATION of the Yad above mentioned, dated 2d Kartick Wud 1904, (24 November 1847).

AFTER recapitulating contents of the Resident's note, No. 919, proceeds as follows:

Agreeably to your Highness's orders, we have the honour to inform you, that having shown the Resident's note, with enclosure, to Baba Nafray, manager of the firm of Paruck Hurree Bhugtee, he stated, that after representing the circumstance to the elder Shettanee Mahaluximee Baee, her reply should be submitted to us, which, having been received accordingly, is herewith forwarded for your Highness's information. The two goomashtas of Paruck Hurree Bhugtee, named Luxemeedass Nurrotum and Ghella Khooshall, referred to in Joitabaee's yad, having been called, depose to the following effect: that "we both were employed to take care of Joitabhaee on the night of Kartick Shood 4th, (12th November 1847). Bhanabhaee came to visit the Shettanee, and we accompanied him; on Joitabhaee's desiring us to sit outside, we did so; and she and her father bolted the door, and remained for about two hours; Bhanabhaee then went home, and we did not interfere with him in any way whatever," &c. &c.

Relative to the 2d para. of Joitabaee's yad, complaining of Baba Nafra having tampered with her three attendants, and taken one, named Gunga, to Meer Sahib's house, and endeavoured to persuade her to state that the boy had died of small-pox, &c. &c., having, in the presence of your Highness, questioned Meer Sahib on the subject, we herewith beg to forward his reply for your Highness's information. Gunga Mahrattanee having, on the same day, been examined, states as follows: that, "she has never spoken to Meer Sahib, neither could she recognise him; Baba Nafra one day took her to some person's house, and asked her to state what she knew about the child, but he never instructed her to say that the boy had died of small-pox; a fair-complexioned Mussulman, of about 25 years of age, was sitting writing there at the time, but she did not know who he was," &c. And having questioned Baba Nafra on the subject, he deposes to the following effect: "that he did not attempt to tamper with or threaten Joitabaee's attendants, neither did he ever, in the Meer Sahib's house, or in any other place, endeavour to persuade Gunga to state that the child had died of small-pox," &c. What Shetanee states in the third para. of her letter relative to copies of the depositions of the people of Meetapoor, &c., the case being under investigation, the request strikes us as being only intended to raise suspicion.

Copies of documents herewith forwarded are as follows:

1 Copy of a yad from the elder Shettanee Mahaluximee Baee.
1 Copy of the deposition of Gomashta Geila Khooshall.
1 Copy of deposition of Goomashta Luxemeedass Nurrotum.
1 Copy of Meer Sahib's statement in presence of his Highness.
1 Copy of a yad from Wannunroa Venktesh Nafra.
1 Copy of deposition of Gungee Maharattanee.

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From which six documents all particulars of this case will be known.

(signed) *Meer Surfraz Ali.*
Gopalrow Myral.
Trimbuck Shastree Munohur.
Bappoo Myral Shastree.

No. 36.

TRANSLATION of a Yad from his Highness to the Resident, dated 30th Zilliz 1248, (9 Decemher 1847).

AFTER repeating the contents of the Resident's letter, No. 973, of the 2d instant, proceeds as follows:

Copies of your letter, with enclosures, were forwarded to Meer Sufraz Ali and Gopalrow Myral, with instructions to report the result of their inquiries; accordingly a yad with two enclosures has been received from them, copies of which are herewith transmitted for your information, from which you will observe that the kamdars have not been able to obtain a satisfactory answer from either Joitabaee or her father, Bhanabhaee; I therefore request you will have the goodness to speak to them on the subject.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 37.

TRANSLATION of the Yad above alluded to, dated 14th Kartic Wud, 1904 (6 December 1847).

HAVING been desired to report on the subject of the Resident's letter, No. 917, dated 2d December 1847, we beg to state that Trimbuck Shastree and Bappoo Shastree were sent to consult Shetanee Joitabee, &c.; report of their proceedings is herewith forwarded for your information, from which it appears that when Nursoo Luximon visited the Shetanee on 7th Kartic Wud (29 November 1847), and her former depositions were read to her, she at that time made no objection, and from the yad which she presented to the Resident, stating that they did not write as she desired, &c., it seems evident that some one must have induced her to make the statement; in such cases it is very difficult to elicit the truth; we trust, therefore, your Highness will consider the matter, and give the necessary instructions.

Relative to the Shetanee's request to employ a person for her father's assistance, we beg to state that in such cases, unless an answer is obtained from the person questioned the truth cannot be elicited, and such is the custom. After the answer has been written, and shown to a confidential friend of Joitabace and her father, they should sign it; or, if they please, when a question is put to them, Bhanabhace should reply after consulting with the Shetanee; but at the time of putting the question no other person must be allowed to instruct them in the matter.

No. 38.

TRANSLATION of *Bappoo Shastree* and *Trimbuck Shastree's* Reports above alluded to; dated 12th and 14th Kartic Wud 1904 respectively (4 and 6 December 1847).

AGREEABLY to orders, we both went to Shetanee Joitabace to inquire about her son, and her answers written by the karkoon in our presence. After reading them over to her and her father, the latter signed them; they were written in the Guzerattee language, and when the Resident's native agent came on 7th Kartic Wud (29 November 1847), the document was read in presence of the Shetanee, her father Bhanabhace, Dulputram Bhaechund, and Omoolukram; at that time she made no objection, which, from the purport of the Resident's letter, he must ere this have been made acquainted with, therefore there is no occasion for us to enlarge on the subject; but if these persons are permitted to make such false statements, suspicion will attach to us kamdars, and we can only add that their depositions were written exactly as stated by them.

No. 39.

SECOND Report, dated 14th Kartic Wud 1904 (6 December 1847).

IN consequence of the Resident's letter we went to Shetanee Joitabace on 12th Kartic Wud (4 December 1847), between 3d and 4th October (P.M.), and asked her why, after statement was properly written down and signed by her father, and read over to her in presence of Nursoo Luximon, on the 29th November, she now reports to the Resident that it is incorrect. She requested that her former deposition might be read to her, which was accordingly done. She then said that her monthly courses took place twice after she became pregnant, which she informed some other women, who told her that it did not signify, and that the time must be reckoned from the day she became in the family way. What she has now stated is at the instigation of other women, which was formerly omitted. She also states, that while her husband was alive she once had a miscarriage; and thinking that it might happen a second time, she did not mention to anybody that she was in the family way. So much was omitted to be written. After writing all this, she was asked who would sign the paper; she desired us to call her father; accordingly a peon named Dance Sing was sent, but did not find him at home; the Shetanee said he would come in the evening; we therefore waited for some time, and sent Jankojee Naik to call him; he also returned unsuccessful; and after once more sending Dance Sing without effect, Shetanee told us to come next day, and and that she would inform Bhanabhace. An hour and a half after sunset we returned, and Akberalli of what had passed; the next day, between three or four, we went to the Shetanee, and found Bhanabhace sitting with her; we told him all that had occurred the day before, upon which they commenced a discussion, and said they had nothing to write. We then requested them to write answers to our questions, and sign them; but they refused to do so, and we came away. From this it appears that the first day the Shetanee made no hesitation in giving her answers, but the second day they were at variance, and would say nothing, which looks as if they had been ill-advised. A check should be put on such proceedings in future.

(signed) *Trimbuck Shastree.*
Bappoo Shastree.

No. 40.

TRANSLATION of a Note from the Resident to his Highness, dated 11 December 1847, No. 1004.

AFTER acknowledging receipt of his Highness's yad, dated 9th December 1847, with three enclosures, proceeds as follows:

Regarding what is stated in your Highness's yad relative to Joitabaee and her father, Bhanabhoy, giving unsatisfactory answers to the kamdars, and requesting me to speak to them on the subject, I beg to inform you that I sent for Bhanabhaee, and instructed him accordingly.

2. In your Highness's reply to my letter, nothing is stated regarding Joitabaee's request to employ somebody to assist her father, Bhanabhaee; but in the enclosure, Meer Surfraz Ali, &c., write that the person questioned should himself reply, and that such is the custom; to which I quite agree. But this is particularly applicable to witnesses, and it is not customary to object to either the plaintiff or defendant employing vakeels or agents in presenting their case when it is of great importance, and the parties concerned are females, &c., incompetent to uphold their cause. In all courts of justice this indulgence is allowed, and in magisterial cases, also, accused parties are permitted to employ vakeels. It is true that the person questioned should give his reply; but without the assistance of vakeels in examining witnesses on either part, how could such a case be conducted? From what is stated in the enclosure by Meer Sahib and others, that Shetanee or Bhanabhaee should sign their statements after showing them to some confidential friend, or that Bhanabhaee should reply after consulting with the Shetanee on the subject, it appears that Bhanabhaee is unable either to read, write, or give an opinion; therefore it is very evident that some assistance is actually necessary, which is equally applicable to both parties. I am therefore of opinion that, taking these circumstances into consideration, Shetanee should be permitted to employ a good, respectable person for the assistance of her father.

No. 41.

TRANSLATION of a Note from the Resident to his Highness, dated 17 December 1847, No. 1022.

AFTER repeating the contents of his Highness's letter, dated 30th November 1847, proceeds:

The request contained in the first paragraph of Joitabaee's petition, that her relations should not be prevented visiting her, is not alluded to in the yad from Meer Sufraz Ali, &c., accompanying your Highness's letter; and, from the enclosed yad from Mahaluximeebaee, it is very apparent that, with the exception of Joitabaee's father, no other relative is permitted to see her; therefore, I request you will have the goodness to take this into consideration, and favour me with your Highness's opinion on the subject.

No. 42.

TRANSLATION of a Yad from the Resident to his Highness, dated 24 December 1847, No. 1043.

IN reply to your Highness's yad, dated 16th November 1847, I do myself the honour to forward copies of the under-mentioned documents, as therein solicited:

1. Translation of the English petition preferred by Joitabaee to the Bombay Government, dated 15th June 1847.
2. Translation of the English petition preferred by Ladbaee to the Bombay Government, dated 2d August 1847.
3. Copy of Joitabaee's Guzerattee petition to the Resident, dated 28th August 1847.
4. Copy of Ladbaee's Guzerattee petition to the Resident, dated 1st September 1847.

Which four documents are herewith transmitted for your Highness's information, and I beg to inform you that, in reply to my letter to Government, requesting Ladbaee's attendance at Baroda, I was informed that instructions had been given accordingly.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 43.

TRANSLATION of a Note from his Highness to the Resident, dated 12th Suffer 1248 (19 January 1848).

IN reply to the letter requesting that Ladbaee should be ordered to Baroda to give evidence in the case of Joitabaee's petition, regarding her son, I have received your letter, dated 24th December 1847, No. 1043, stating that my request has been complied with; but I have the honour to forward copy of a yad received from Meer Surfraz Ali and others, stating that, in consequence of her non-arrival, the investigation of this case has been postponed; I request, therefore, you will oblige me by expediting her attendance at Baroda.

No. 44.

TRANSLATION of *Meer Surfraz Ali*, &c. Yad above alluded to; dated 14th Poush Shood, Sumvut 1904 (19 January 1848).

WITH reference to our letter to your Highness's address, dated 8th Kartick Shood, Sumvut 1904 (16 November 1847), requesting the attendance of Ladbaee to complete the investigation of the case pending on the subject of Joitabaee's son, regarding which you addressed the Resident, and received a reply, dated 24th December 1847, informing you that the Bombay Government had directed her to proceed to Baroda, we beg to state, that Ladbaee not having yet made her appearance, the case is delayed; and request, therefore, you will again write to the Resident on the subject.

(signed) *Meer Surfraz Ali.*
Gopall Row Myral.
Trimbuck Shastree.
Bappoo Shastree.

No. 45.

TRANSLATION of a Yad from the Resident to his Highness, dated 9 February 1848, No. 144.

AFTER acknowledging the receipt of, and repeating the purport of his Highness's yad, dated 12th Suffer 1248 (19 January 1848), proceeds as follows:

In reply to my reference to Government on this subject, I have the honour to inform your Highness that a letter has been received from Mr. Chief Secretary Malet, dated 5th February 1848, No. 548, to the effect that orders have been given to Ladbaee to proceed to Baroda without delay.

No. 46.

TRANSLATION of a Yad from the Resident to his Highness, dated 15 February 1848, No. 154.

I HAVE the honour to forward for your information, copy of a petition from Shetanee Joitabaee, widow of Bechur Samul, of the firm of Hurry Bhugtee, dated 14th February 1848; and request you will cause petitioner to be informed of the proceedings which have taken place in this business, or, if requested, to furnish her with a copy thereof. I beg you will favour me with an answer to this effect.

No. 47.

TRANSLATION of a Yad from *Joitabhaee* to the Address of the Resident; dated 10th Maghshood 1904 (14 February 1848).

I CANNOT approve of the arrangement in this case; for there is so much partiality and ill-feeling going on, and all sorts of endeavours are made to exculpate Baba Nafra. The evidences of several of his Highness's subjects is very necessary in my case; and I cannot understand the proceedings of the punchayet, who carry on the investigation without reference to me, with a view to injure me as much as possible, and they persist in inquiring into things they have no business with, which is to me surprising. I preferred a petition to the British Government relative to the ill-treatment I have received at the hands of Baba Nafra, against whom the charge of conspiracy ought to have been established; instead of which his Highness has relinquished this, and charged me with the offence, according to Baba's original complaint against me. But I beg to remind you that I told you, in the first place, I had no confidence in his Highness's killadar; upon which you desired me to proceed to the Durbar cutcherry, after which you promised to investigate the matter. Accordingly I went to his Highness's cutcherry, and from the appearance of the four persons there assembled, I thought they were belonging to the plaintiff. I was obliged to make a short statement before them, but the petition which my mother presented to the Bombay Government contains

contains a detailed account of the case, which I could not give, because I did not like the appearance of the people, and was very much afraid of them. I requested an authenticated copy of my statement, but it was refused, because they hoped to accuse me of prevarication. When I reported these circumstances to you, you desired me to appoint a vakeel, as I did not know how to carry on the investigation properly, upon which I sent for a trustworthy person, who will be here in a few days. This case has been going on for last eight months, and I am at a loss to know what has been done regarding it; therefore I request to be favoured with an authenticated copy of the proceedings; after perusing which, I will inform you of whatever I may have to say on the subject.

I further beg to acquaint you that the inquiries into this case are not carried on justly at the Durbar, and request therefore that, agreeably to my mother's and my own petition, you will investigate the case at the Residency, when all the fraud and rascality connected with this business will be brought to light. My father is at present unable to wait upon you in consequence of sickness, but when he recovers he will call upon you.

No. 48.

TRANSLATION of a Yad from his Highness to the Resident; dated 13th Rubill Auvul 1248 (19 February 1848).

I BEG to inform you, that on some of the members of the punchayet in Joitabaee's case going to the Shetanee to institute inquiries, they failed in obtaining any satisfactory answers. Bhanabhoy, on the plea of sickness, is not in attendance, and Ladbaee has not yet made her appearance; consequently the case cannot be completed. On this subject a yad has been received from the members of the punchayet, copy of which is herewith forwarded for your information; and I beg you will kindly arrange for the speedy attendance of Ladbaee.

No. 49.

TRANSLATION of a Yad from *Meer Surfraj Ali*, &c., to the Address of his Highness; dated 8th Magh Shood 1904 (12 February 1848).

WITH reference to your Highness's orders relative to the Resident's yad to the address of your Highness, dated 7th December 1847, No. 991, we have the honour to report that, agreeably to orders, Trimbuck Shastree and Bappoo Myral Shastree were sent to Joitabaee, and on their telling her to listen to the depositions of the people of Meethapoor, pergunnah Nuriad, and of Amleearah, purgunnah Baroda, and to ask them any questions she chose previous to telling them to go to their houses, she replied that her father, Bhanabhaee, was indisposed, and that if, when he recovered, it was considered necessary to examine these persons, it would be done.

A Sirkar's jasood, named Jankojee, has been sent to Bhanabhaee two or three times, but the latter gives no answer, and sends a message to say he is not well, and remains in his bed. The people from Meethapoor, &c., are complaining of the inconvenience they experience by remaining in Baroda.

The Shastree's mother, Ladbhaee, has not yet arrived, and Bhanabhaee pronounces himself indisposed, therefore it remains for the Sirkar to decide how this case is to be disposed of.

No. 50.

TRANSLATION of a Yad from his Highness to the Resident; dated 17th Rubbil Awul Soor Sun 1248 (23 February 1848).

AFTER acknowledging the receipt of the Resident's yad, No. 104, with accompaniment, proceeds as follows:

I have the honour to forward copy of a yad received from Meer Surfraj Ali, Gopall Rao Myral, &c., on the subject of your letter alluded to above, from which it appears that until this case is finally settled, it is not customary to furnish a copy of the proceedings to either party, and that the complaint preferred by Joitabhaee against the kamdars is unfounded; I therefore request that, if you deem it expedient, you will inform the Shetanee to this effect.

No. 51.

TRANSLATION of a Yad from *Meer Surfraj Ali, Gopall Rao Myral*, &c., to the Address of his Highness; dated 3d Magh Wud 1904 (22 February 1848).

HAVING received orders to report on the subject of the Resident's letter, No. 154 of 1848, we beg to state as follows:

With reference to the first para of the Shetanee's petition, stating her ignorance as to what steps have been taken in her case, and requesting a copy of the proceedings, we beg to inform you that, pending the arrival of Ladbhaee, who petitioned Government on the subject, and is quite conversant with the facts of the case, this investigation cannot be completed.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

To this effect we have several times spoken to you, and two yads have been written on the subject, upon which you addressed the Resident, and received a reply that orders had been issued to Ladbhaee by the Bombay Government directing her to proceed to Baroda; but until she makes her appearance the proceedings must be suspended, and it is not the custom to furnish either party with copies of the papers until the case is decided.

The inquiries which have hitherto been made in this matter have been already made known to your Highness, and the depositions of Joitabhaee and Bhanabhaee, &c., have been taken exactly as stated by them, as also those of the people of Meethapoor and Amleearah, and Bhanabhaee has been frequently called by your Highness's naique for the purpose of hearing them read. The Shetanee has also been informed of the purport of these depositions by Trimbuck Shastree and Bappoo Myral Shastree, who replied that when Bhanabhaee had recovered, she would make the necessary arrangement. Such being the case, the Shetanee advances many complaints against us, which there is no necessity for us to take any notice of, because we carry on the duty properly; and it only remains for us to bring this circumstance to your Highness's notice with a view to her being warned against making similar assertions in future.

The above is written for your Highness's information, and what Joitabaee writes regarding the copy of the proceeding has been referred to in the first para.; but if we are not mistaken, Nursoo Punt formerly visited the Shetanee, and on reading her deposition to her, she made no remark. But two or three days afterwards, at the instigation of some one, she declared that it was not correct, which has all been reported to the Sirkar, and by now calling for a copy of the papers, she evidently wishes to raise disputes, at the instigation of foolish people; and, as we have before said, it is not customary to furnish copies of the proceedings of magisterial cases until it be completed, which, after both Governments have maturely considered the matter, will become apparent.

No. 52.

TRANSLATION of a Yad from the Resident to the Address of *Joitabaee Shetanee*; dated 2 March 1848, No. 35.

AFTER informing her of the receipt of his Highness's yad, dated 13th Rubill Awul (19 February 1848), and the contents of Meer Surfraj Ali's report therewith received, as also of the purport of his Highness's letter, dated 17th Rubill Awul (20 February 1848), proceeds to state that these letters have been read to your ghoomashta, and their contents is now written for your information.

No. 53.

TRANSLATION of a Memorandum by *Nursoo Punt*, the Native Agent, regarding Joitabaee's case.

Baroda, 26 August 1847.

PETITIONS having been preferred by Joitabaee, widow of Paruck Bechur Samul, of the firm of Hurree Bughtee, to the Bombay Government, and sent for the Resident's report, the native agent was directed to visit Joitabaee, and inquire into the circumstances of the case.

On questioning the Baee as to whether she presented a petition to Government or not, she replied that she had reported the circumstances of her case to her mother, who had gone to Bombay, and requested her to petition Government on the subject, which she did accordingly. The purport of the petition was, that Baba Nafra Mooneem had deprived her of her son, declaring it was not her own, had given it to a kolie, and placed her father and self in confinement.

On asking her what privations she had to undergo, and how kept in confinement, she replied that she lived in one room, at the door of which Baba Nafra had placed a sentry to prevent her going out; that, with the exception of her three servants, no one was allowed to visit her; that since she was placed in confinement, iron bars had been fixed to the windows; and her father, who resides in Bazwarra, is also confined to his house, and a guard placed over him; her child, of 15 months old, has been given by Baba Nafra to a kolie; and that her husband's first wife and Baba are of the same opinion regarding her.

On the 4th September 1847, Nursoo Punt was desired to go to the Baee, and inquire where her son then was; what she said on the subject was written in a separate paper and given to the Resident.

On the 17th September 1847, Nursoo Punt was directed to proceed to Joitabaee with her vakeel, and desire her to appoint him or any other person to carry on her case.

The Baee replied that when her vakeel was permitted to visit her without interference, that she would arrange to send him to the Gaekwar, and also to the Resident. She said that the iron bars had been removed from the windows, and that she was now permitted to visit the temple; but that persons were still prevented visiting her, and she was not even allowed to see her father; that within the last 15 days even her own servants were prevented leaving the house, which was a new arrangement, and that two goomashtas were stationed outside her room.

The native agent then went and saw Baba Nafra and Wuzoobhaee (father of Shetanee Mahaluxmee), and informed them that his Highness had directed Joitabaee's vakeel to attend at the Durbar, and that on being ordered accordingly, he complained of not being permitted

permitted to visit the Baee, upon which the Resident desired that he should be allowed to do so, and that he was not to be prevented in future. Baba Nafra replied, that strangers were prohibited visiting her; and that if such people as the vakeel were allowed to have intercourse with the Baee, the firm of Hurree Bhugtee would immediately be ruined; moreover, that as Joitabaee enjoys the guarantee of the British Government, so does also Purshotumbaee and Maha Luxmee Baee; therefore the Resident should make such arrangements as will prevent injury occurring to the firm of Hurree Bhugtee; that the Guikwar government has been informed of the circumstances of the case, and that they should also be made known to the Resident; that if, therefore, Joitabaee, with her vakeels, continues this dispute, Mahaluxmee Baee will make over her property to the Resident, and proceed to Bombay. In short, the purport of Baba Nafra's statement is, that vakeels, &c. should be prohibited visiting Joitabaee.

On the 29th November, Nursoo Punt again proceeded to the Shetanee, with orders to read the depositions to the Baee, and ask if they were correct, and if so, what were her reasons for not signing them? On this question being put to the Baee, she replies, that having once signed the deposition, there was no necessity to affix her signature to another document. Upon which Trimbuck Shastree and Bappoo Shastree asked the Baee if she had any questions to put to the wife of Baba Nafra; and her reply thereto was written and signed by her father in her name. Bhanabhoy was afterwards questioned, and his replies recorded and signed by him. Copies of both these documents were given to the Resident.

No. 54.

TRANSLATION of Questions put by *Trimbuck Shastree* and *Bappoo Myral* to *Joitabaee,* and her replies thereto; dated 7th Kartick Vud 1904 (29 November 1847.)

Question. HAVE you any questions to put to Anpoornabaee, wife of Baba Nafra; if so, state what they are?—*Answer.* Whatever answer my father, Bhanabhoy, gives to this question, I will agree to.

When you were asked, yesterday, if you had any questions to put to Anpoornabaee, you replied in the negative, and wrote to that effect in your deposition; what is the reason, therefore, of your saying that your father will reply to the question?—I did not write to this effect yesterday.

Why, did you not say, yesterday, that you would agree to whatever answer your father gave on the subject?—I did not say that I had no questions to put to Anpoornabaee

This is not a proper answer to the question?—My father, Bhanabhoy, will reply to this question for me.

No. 55.

TRANSLATION of Questions put to *Bhanabhoy*, and his Replies thereto; dated 29 November 1847.

Question. JOITABAEE having agreed to abide by your replies, state if you have any questions to put to Anpoornabaee?—*Answer.* On this subject Joitabaee will write to her mother, and on receipt of her reply, we shall know what to ask Anpoornabaee.

Have you now any questions to put to Anpoornabaee on the part of your daughter?—I have only to ask her if, when Joitabaee was confined, whether I sent to inform her of the event or not.

Have you any other question to put?—No, I have not.

Four petitions from Joitabaee and one from Larbaee have been received by the Resident, the purport of which is contained in the above correspondence. There are also six yads on this subject, translations of which are not considered necessary.

(True translations)

(signed) *M. Battye,* Assistant Resident.

ABSTRACT of Correspondence between the Resident and his Highness the Guicowar, regarding the Case of *Shetanee Joitabaee,* Widow of the late Bechurbhoy, of the Firm of Hurree Bhugtee.

No. 1, No. 575, dated 2d August 1847. From the Resident to his Highness, giving the substance of Joitabaee's petition to the Bombay Government, dated 15th June 1847, and requesting a detailed account of the circumstances connected therewith.

No. 2, No. 632, 19th August 1847. From the Resident to his Highness, giving the substance of a petition preferred by the wife of Bhugteedass Bhanabhoy, by name "Larbaee," to the Bombay Government, regarding her daughter Joitabaee, referring to former letter, No. 595, and requesting a speedy reply.

Proceedings of Mr. Frere on the charges against Nursoo Punt.

No. 3, No. 662, 29th August 1847. From the Resident to his Highness, stating that in consequence of not having received an answer to the two former letters, Nursoo Luximon had been sent to inquire into the matter, directing the Shetanee's release from confinement, and desiring the attendance of Bafa Nafray at the Residency.

No. 4, 30th August 1847. From his Highness to the Resident, pronouncing Joitabaee's petition to be without foundation, for reasons specified; complaining of the petition having been received by the British authorities; forwarding copy of a yad from Mahuluximee on the subject, regretting that Nursoo Luxamon was sent to make inquiries, and requesting that the Bombay Government may be informed of the matter.

No. 5. From Mahaluximee Shetanee, widow of Bechur Samul, dated 29th August 1847, alluded to above, stating that Joitabaee is not in confinement, and giving reasons why her conduct should be narrowly watched.

No. 6, No. 671, 31st August 1847. From the Resident to his Highness, acknowledging receipt of his Highness's letter, dated 30th instant, calling for an explanation of the contents, and full information on the subject; requesting to be informed of the reason of Joitabaee being placed in confinement, stating that the guarantee did not cease at Bechurbhoy's death; giving reasons for sending Nursoo Punt to inquire into the case, and pointing out the necessity for settling family disputes of persons holding the guarantee of the British Government.

No. 7, No. 680, 3d September 1847. From the Resident to his Highness, referring to the report of the Baee's son having been taken away, and requesting that the child be immediately recovered and restored to its mother.

No. 8, No. 686, 6th September 1847. From the Resident to his Highness, transmitting copy of the Bhaee's statement, requesting her immediate release and restoration of her son; adding that, in the event of no reply being received, the Bombay Government would be written to.

No. 9. Statement above alluded to, gives particulars of the manner in which her son was taken from her, and the treatment she experienced from Baba Nafra.

No. 10, 8th September 1847. From his Highness to the Resident, forwarding copy of Mahaluximeebaee's statement relative to the fraud said to have been perpetrated by Joitabaee as to the birth of her son, and giving reasons for keeping her in restraint, which was afterwards removed; stating that on Bhana furnishing the required security, he will also be set at liberty, remonstrating against these persons being sent to the Residency, and requesting that the circumstances be reported to the Bombay Government.

No. 11. Mahluximee's letter, above mentioned, gives a full and particular account of the circumstances connected with the fraud.

No. 12, 4th August 1847. Extract of an agreement drawn up by Shet Bechurbhoy, relative to his family settlements, in which the younger Shettanee's share amounts to one lack of rupees.

No. 13, 9th September 1847. From the Resident to his Highness, requesting that any statements which may have been taken connected with the subject alluded to in the above enclosure be sent for perusal.

No. 14, No. 722, 16th September 1847. From the Resident to his Highness, stating that Govindrow had been directed to request an early reply to the Resident's letter of the 11th September, and that the vakeel was desired to wait on his Highness.

No. 15. Transmitting copy of a yad received from Amooluckram, complaining of the treatment which Joitabaee and her father were subject to, and requesting full and speedy information on the subject.

No. 16, No. 726, 18th September 1847. From the Resident to his Highness, informing his Highness that no answer has as yet been received to the Resident's two former communications on this subject; that the vakeel sent from the Residency had been refused an audience with Baee; consequently, Nursoopunt was directed to accompany the vakeel to Joitabaee, and his report being so very unsatisfactory, the Resident intends writing to the Bombay Government all particulars of the case; stating that Baba Nafra's objections are very suspicious and ungrounded, and requesting that the persons belonging to the Baee be no longer prevented visiting her.

No. 17, 18th September 1847. From his Highness to the Resident, explaining the cause of the delay in transmitting the documents called for by the Resident, forwarding copy of a yad from Mahaluximee Baee, containing Baba Nafra's reasons for objecting to the vakeel's conference with Joitabaee, and requesting instructions regarding Banabhoy.

No. 19, 18th September 1847. From his Highness to the Resident, stating that Meer Surfraj Ali and Gopal Rao Myral had been desired to inquire into Joitabaee's case; and,

No. 20. Forwarding copy of a yad received from them, requesting the attendance of some people of Meetapoor.

No. 21,

No. 21, 21st September 1847, No. 730. From the Resident to his Highness, agreeing with his Highness regarding Bhanabhaee advising his daughter, and giving his opinion that he, Bhanabhaee, should be released from arrest.

No. 22, 6th November 1847, No. 897. From the Resident to his Highness, forwarding five prisoners received from the magistrate of Kaira, and requesting a speedy report of the result of his Highness's inquiries.

No. 23, 10th November 1847, No. 904. From the Resident to his Highness, stating that Government had called for a report on Joitabaee's petition, and requesting information on the subject as early as possible.

No. 24 and 25, 15th November 1847, No. 919. From the Resident to his Highness, forwarding copy of a yad from Bhanabhaee on behalf of his daughter, complaining of Baba Nafra's conduct, requesting his Highness to inquire into the matter, and remove the cause of complaint.

Nos. 26 and 27, 18th November, No. 923. From the Resident to his Highness, transmitting copy of a yad from Bhanabhoy, suggesting that Baba Nafra's wife and son be detained in Baroda until Joitabaee's case is decided; requesting his Highness to take such steps in the matter as he may deem necessary.

No. 28 and 29, 16th November 1847. From his Highness to the Resident, referring to the Resident's letter, No. 904, and submitting copy of a yad from Meer Surfray Ali and others, calling for copies of Joitabaee and her mother's petitions, requesting that they be furnished with the same, and Ladbaee called to Baroda.

No. 30, 24th November 1847. From his Highness to the Resident, stating the conditions on which Bhanabhaee was prevented visiting his daughter, and suggesting that he should be reprimanded for not representing his grievance to the Durbar, adding, that both Baba Nafra and the woman Gunga deny the accusation contained in Joitabaee's letter, and that persons had been appointed to investigate the matter, repeating that all complaints should, in the first place, be preferred to his Highness, and that no objection would be made to Bhanabhoy visiting his daughter.

No. 31, 24th November 1847. From his Highness to the Resident, complaining of Banabhaee's conduct, and requesting that he be directed to attend at the Durbar, stating that Baba Nafra's family had been detained at Chanee, and persons sent to inquire into the matter.

No. 32 and 33, 2d December 1847, No. 973. From the Resident to his Highness, forwarding copy of a yad from Bhanabhaee on behalf of his daughter, stating that her depositions were incorrectly written, suggesting that the Baee should be consulted on the subject, and calling his Highness's attention to the request contained in the letter.

No. 34, 30th November 1847. From his Highness to the Resident, forwarding copy of a yad, and enclosures from Meer Surfraj Ali, &c., and requesting his attention thereto.

No. 35, 24th November 1847. From Meer Surfraj Ali, &c., to the address of his Highness, giving the substance of, and forwarding copies of six depositions of persons connected with this case, all positively denying the charges brought against them by Joitabaee.

No. 36, 9th December 1847. From his Highness to the Resident, transmitting copies of a report, with enclosure from Meer Surfraj Ali, &c.

No. 37, 6th December 1847. From Meer Surfraj Ali, &c., to his Highness, forwarding,

Nos. 38 and 39. Two reports from Trimbuck and Bappoo Shastree, stating that at the time the Baee's depositions were taken she made no objection to them, objecting to Bhanabhoy being assisted at the time of examination, stating the two points declared by the Shetanee to have been omitted in her deposition, and giving a particular account of their interview with Joitabaee and her father.

No. 40, 11th December 1847, No. 1,004. From the Resident to his Highness, informing him that Bhanabhoy had been spoken to on the subject of his Highness's letter of 9th instant, and giving his opinion that there should be no objection made to the employment of a respectable vakeel to assist Bhanabhoy.

No. 41, 17th December 1847, No. 1,022. From the Resident to his Highness, stating that no mention is made in the yad accompanying his Highness's letter of 21st November, to Joitabaee's request, drawing his Highness's attention to the subject, and requesting to be favoured with his opinion.

No. 42, 24th December 1847, No. 1,043. From the Resident to his Highness, forwarding copies of four documents, called for in his Highness's yad, dated 16th November 1847, and stating that Government had instructed Ladbhaee to proceed to Baroda.

Nos. 43 and 44, 19th January 1848. From his Highness to the Resident, forwarding copy of a yad from Meer Surfraj Ali, &c., stating that Ladbaee has not yet made her appearance, and requesting that the Resident be again written to on the subject.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 45, 9th February 1848, No. 144. From the Resident to his Highness, informing him that a letter had been received from Government, stating that Ladbaee had been ordered to Baroda.

No. 46, 15th February 1848, No. 154. From the Resident to his Highness, forwarding copy of Joitabaee's yad, dated 14th February 1848, and requesting his Highness to comply with her request.

No. 47. Joitabaee's yad to the Resident, complaining of the partiality and ill feeling evinced by the Punchayet against her, detailing her grievances, and requesting a copy of the proceedings, and that the case be investigated at the Residency.

No. 48, 19th February 1848. From his Highness to the Resident, stating that no satisfactory answer could be obtained from Joitabaee, that in consequence of Bhanabhaee's sickness and Ladbaee's non-arrival, the case was postponed, and forwarding,

No. 49. Copy of a yad from Meer Surfraj Ali, &c., dated 12th February 1848, reporting that Joitabaee refuses to give her opinion until her father recovers; that he, Bhanabhaee, is never visible; that the witnesses complain of being detained in Baroda, and that as Ladbaee has not yet arrived, the case remains unsettled.

No. 50, 23d February 1848. From his Highness to the Resident, forwarding.

No. 51. Copy of Meer Surfraj Ali's yad, dated 22d February 1848, stating that pending Ladbaee's arrival, the case must be suspended, and that copies of the proceedings cannot be furnished until the case is decided, adding that Joitabaee refuses to make any arrangement until her father's recovery, and requesting that she may be warned against making frivolous assertions in future.

No. 52, 2d March 1848, No. 35. From the Resident to Joitabaee Shetanee, informing her of the receipt of his Highness's yad, dated 19th February 1848, and the contents of Meer Sufraj Ali's report, &c., and stating that they have already been read to her Goomashta.

(signed) *M. Battye,*
Assistant Resident.

(B.) 1.

TRANSLATION of Copy of a Yad from the Resident, Baroda, to the Guicowar, dated 28 August 1847.

THE post-master of Camp, Baroda, named Ruthonjee, a Parsee, brought two English packets which had arrived from the Bombay Government, to the address of Joitabaee, widow of Bechurbhoy, of the firm of Hurry Bhugtee, to the Residency, and having shown them, represented that a post-office peon had, according to custom, gone into the city to the house of the above-mentioned individual, to deliver these packets, but no one there would take the packets to give to the Bhaee, nor could the peon succeed in seeing her, for which reason the packets in question were now brought to the Residency, in order that means might be adopted for their reaching the person to whom they were addressed, &c. Regarding this, these two packets are now enclosed under cover, with this yad, and forwarded to your Highness, and it is requested that they be delivered to the above-mentioned Bhaee, and that an answer be sent to inform me when she has received them.

Signed by the Resident.

(True copy)
(signed) Nursoo Chimnajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 2.

TRANSLATION of Copy of Yad from the Resident to the Court of his Highness the Guicowar, dated 12 October 1847.

ON the 8th of October 1847, Bhanabhoy Kandas came to the Residency, and represented in person, that when he came to see me on the 6th instant, that I had imformed him that there was no prohibition against his going to his daughter's house, on which he had gone along with his Goomashta (agent) to the house of Pureek Hurry Bhugtee to see her, but that a sepoy had stopped him, who first went and obtained Baba Nafra's permission, and then let them in; on which he went in, and saw his daughter. Yesterday evening, he again went with his Goomashta to see her, when some people at the door seized the hand of his Goomashta, and denied him admission to Joitabhaee. On this feeling, as it were, insulted, he returned home without having seen his daughter, which highly improper circumstance he begged leave to report. With reference to this, I presume that his Highness is not aware of

of the circumstance of Bhanabhoy's meeting with this opposition in going to see his daughter; some one has evidently interfered in the matter. I feel confident that his Highness, on hearing this, will inquire into the matter, and cause such arrangements to be made, as will prevent any obstruction being offered for the future to Bhanabhoy, along with his Goomastha, entering his daughter's house.

I write to acquaint you of this.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Narroo Chimnajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 3.

TRANSLATION of Copy of a Yad from the Resident to the Guicowar Court, dated 7 December 1847.

I HAVE received from your court, along with two other letters, a yad dated 4th December 1847, in which you say that the witnesses summoned from the village of Meetapoor, in the Purgunnah Nureead, to give evidence in the case of the child of Joitabhaee, widow of Parukh Bechur Samul, want 15 days' leave to return home, which must be granted them. With reference to this, it appears to me that the evidence given by these people was not read and explained to Joitabhaee. It is therefore desirable that these depositions be read and fully explained to Joitabaee Setanee, in order that she may be enabled to put what questions she likes; after which, I think it is but proper that they be permitted to go away. I give my opinion in this matter, but I trust his Highness will act as he pleases and thinks best.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee.

(True translation.)
(signed) J. T. Jameson,
Assistant Resident.

(B.) 4.

TRANSLATION of Copy of a Yad sent to his Highness the Guicowar, by the Resident, Baroda, dated 1 April 1848.

A PETITION, dated the 29th March 1848, from Joitabaee, widow of Pureekh Bechur Samul, of the firm of Hurree Bhugty, has been received at the Residency, stating that "Her mother Larbaee, and a kamdar that she had engaged to conduct the proceedings of her case, had arrived, and that they would accompany her father Bhanabhay to the Durbar, when it would be necessary, in order to make them acquainted with all the circumstances of her case, to give them copies of the proceedings, as far as they had already advanced;" she further stated that Bhanabhay and Rugoobhaee Juguldass were then present.

A copy of this petition accompanies this yad for your information, and I have directed Bhanabhay, along with his vakeel, to present themselves at your court, which they will do, and it is necessary that you give Bhanabhay copies of all the papers and proceedings in this case, up to the present date; you wrote to me on the 23d February 1848, to inform me that it was not the custom of the Guicowar's court to give copies of papers regarding cases, until they had been fully investigated; but unless the kamdar of Joitabaee receives copies of all the papers as far as the case has already gone, it is impossible that he can become acquainted with all the particulars, without which he cannot reply to, or put questions in the matter. If you do not comply with the petitioner's request, but only hear one side of the case, and thereon pronounce your decision, you will lay yourself open to the imputation of partiality. It appears to me that if you permit copies to be given, as I have before requested, and allow questions to be freely put on both sides, you will leave no room for imputations or discontent. You should therefore give Bhanabhoy the copies, and according to the request you a short time back wrote to me, that Larbaee present herself at your court, she is now here, and I shall esteem it a favour if your Highness will cause a speedy investigation of this affair, and as I before requested, send me an account of it when finished, with all the papers.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

TRANSLATION of Copy of Original Petition in Goozerattee, from *Joitabaee*, Widow of Bechur Samuldass, to Lieutenant-Colonel James Outram, Resident, Baroda, dated 29 March 1848.

IN your lofty presence, my petition is this: In order to obtain copies of all the proceedings that had taken place in your presence, as well as his Highness the Guicowar's court, and also copies of all the other papers connected with my suit, from the commencement up to the present date; and from my ignorance of the manner in which to conduct the proceedings of my case. My mother sent in petitions both to the Bombay Government and your honor. In this manner, I had previously represented to you that there was no one here upon whom I placed sufficient confidence, as to trust him with the management of this affair, upon which you directed me to send for some trustworthy person to conduct the business, which I have done, and he is now with me. My mother sent a petition to the Sircar and to you. The purport of the endorsement, on which, and other reasons stated in the above petition, induced me to write to you, and as directed by the Government, I have now come to conduct my case in person. My mother is suffering from rheumatism, nevertheless I think it necessary to tell you, that she and a trustworthy agent have arrived here. My mother, as above stated, sent a petition to you, and another to Government, and as directed by you, procured an honest good agent, whom I wish, with your permission, to send along with my father, in order that you may see him. On the 14th February 1848, a yad was presented to you, in which it was requested, that from the date my mother first wrote to the Sircar and to you, as stated before, up to the present time, the copies of all the proceedings, petitions, and other papers that had passed between the Guicowar's court and the Residency regarding my complaint, should be granted to my agent to enable him to make himself acquainted with all the features of the case, and afterwards state the particulars thereof to you, or put such questions as he might deem necessary for its elucidation. By adopting the arrangement for the settlement of this case suggested in the yad above alluded to, you will be saved much trouble, and further, you will be enabled when you require it, to take evidence of all the witnesses at the same time, when the whole circumstances of the case will be made at once apparent, and I shall be for ever grateful to the Company for having relieved me from the tyranny of my enemies and their abettors. I have no one to look to for assistance but Government.

(signed) *Bhanabhoy*,
for Joitabaee Settannee.

Order on the above.

IT is directed that a copy of this be sent to the Guicowar, and that a yad be written to tell him that Bhanabhay and his vakeel have been sent to the Durbar, and that they must have a copy of the papers required, and that as Larbaee has also appeared at the Residency to-day, it is requested that the affair be settled as soon as possible.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 5.

COPY of a Yad from the Resident, Baroda, dated 10 April 1848, to the Guicowar.

A PETITION, dated 8 April 1848, from Joitabaee Settanee, widow of Bechul Samul Parukh, was brought by Bhanabhoy to the Residency; a copy of it is enclosed with this yad, on reading which you will understand the contents. I beg you will have the goodness, agreeably to the request contained in the accompanying copy of petition, and as I wrote to you in a former yad, No. 298, to make over copies of the past proceedings and papers in this case, and to direct such arrangements, that Bhanabhaee and his kamdar, and others going on business, or to see Joitabaee, may not meet with annoyance or opposition. I beg you will write and let me know when this has been done.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurree Appajee, Karkoon.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

TRANSLATION of Original Goozerattee Petition from *Joitabaee*, Widow of Bechur Samuldass, to Colonel James Outram, Resident, Baroda, dated 8 April 1848.

I SENT you an abridged yad on the 29th last month, requesting that copies might be granted me of all the correspondence, papers, &c. that had passed between the Residency and his Highness the Guicowar's court, regarding my complaint from the commencement up to that date, and on the 31st you sent for my father Bhanabhaee and his karbaree, and having read the yad, said that the copies they wanted should be granted to them, and that a yad to that effect would be sent to the Durbar. On this order I waited, expecting that his Highness would summon me, but he did not; for which reason, on the 5th of this month, I sent my father and his karbaree to you with a "yad," who stated this to your native agent in your presence, and he directed them to go to the Mahraj, saying, that on the 1st April 1848 his Highness had been written to in a yad, No. 198, to give the copies required. They said we want the Sahib's order to go there, or some authorised person to accompany us, to avoid experiencing annoyance. The native agent said the chobdar will accompany you, and gain you an interview with his Highness. On which my father and karbaree went and obtained an interview, but no allusion was made regarding granting the copies. An excuse of certain funeral rites was brought forward, and they were dismissed without being informed in any way that the copies would be granted them on such a date. They returned and informed me of the result of this meeting. Pray consider now, if this delay goes on, what a disturbance it is causing, and will further cause, for Baba Nafra and his associates are such a set of intriguers, which circumstance I have before brought to your notice. Therefore, at this time, I hope you will look upon a poor unfortunate, and protect her from the tyranny of her oppressors, and write to the Guicowar, and direct him not to delay the matter any longer, but to take means to furnish me with the copies without delay, or do you send for them, and give them to me yourself. This arrangement is necessary in order that my karbaree may be enabled to make himself fully acquainted with all the various intricacies of the case, and explain to you whatever he may deem necessary. By acting as above suggested, when the case shall come on for trial you will meet with no difficulties in adjudicating it. In my dwelling sepoys are placed as sentries in different quarters to prevent my people coming near me on any business, or to visit me, whom they insult and ask if they have the permission of both Sirkars to come there. In this manner am I oppressed, and my enemies, Baba Nafra and others, entertain not the slightest fear of my representing my grievances to the Sircar, for they have not as yet been punished for it, but on the contrary are plotting fresh disturbances. Having no fear of your punishment, they go on as I have above stated, acting in contravention of all justice. Further, if I enter into conversation with any of my servants about my own family concerns, or if I speak to any people on domestic topics, they come and sit near me to hear what I say. When I tell them not to do so, they don't mind me, but continue sitting, saying they have been ordered to do so, and must sit there. In this manner am I interrupted. I therefore beg that means be taken to remove these sentries, in order that any person who likes may come and see me without interference. According to your order, my father and karbaree went to the Guicowar on the 5th of the current month; the result of which they came to tell me of, when several of the above tyrannical sentries and others who had committed such tyranny on me, and forcibly carried off my son by stealth, several of these began creating a great disturbance, and, as stated above, asking them for the Government order, saying, What Government gave you permission to come here? Answer that satisfactorily, and you may go in. In order to avoid a disturbance, and lest they should incur your displeasure for not reporting this case of obstruction at the time to you, they behaved in a very quiet manner, and conversed so that the disturbance should not increase, and then went away. After which these people began consulting means to prevent my father and carbaree from coming to see me without a Government order, and they gave directions to this effect, and placed additional sentries to guard against it. The cause of my troubling you now is, that you may adopt measures to remove those guards and to prevent any hinderance being offered to people coming to see me on business; for every time that my karbaries come to me to write letters, or any other matters, the people then interfere with them, ask their business, and inquire whose order they have got. How can I hope to obtain redress or justice on the subject of my present complaint? I am in great tribulation about this matter.

I am in hopes, therefore, that after duly considering the above, you will issue orders that the copies be quickly given me, and that the sentries of my enemies, at present posted over my house, be removed, and free access allowed to all my karbarees and people, so that my enemies, or their confederates, may not be able to exercise any partiality; and I further request, to remove the tyranny and oppression above alluded to, that four peons (chuprassees) be allowed me, to prevent any disturbance, or a repetition of the like occurring again; and if the peons, with their belts, are allowed me, I will defray whatever expenses may be incurred on account of their wages. By granting me this favour, the cause I have for fear in my own house, as well as its approaches, will be at once removed, and no useless row or disturbance, on every little matter, be permitted to take place. These people are all powerful in many ways, but you, Sir, have the means to make the arrangements above alluded to.

(signed) *Bhanabhaee*, for Joitabaee Sittanee.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Endorsement on the above.

It is directed that a yad be sent to his Highness the Guicowar, enclosing a copy of this petition, to the effect that arrangements be immediately entered into as formerly recommended.

Dated 10 April 1848.

(signed) *J. Outram.*

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 6.

TRANSLATION of an Original Yad from his Highness the Guicowar to the Resident, Baroda; dated 11 April 1848.

A "YAD," No. 298, dated 1 April 1848, was received from the Baroda Residency, directing, that on Bhanabhaee and his kamdar presenting themselves at the Durbar, copies of the proceedings in the Joitabaee's case be given them. With reference thereto, I beg leave to enclose, for your information and perusal, copy of a yad from the punch thereon. I further beg to inform you, that by employing a wokeel in the management of such business the evidence will not be faithfully given, and lawyers' squabbles will be the inevitable result. You may depend upon it, that if Larbaee, Joitabaee, and Bhanabhaee be compelled to give clear and distinct answers, without the advice of others, to the questions put to them, the punch will be enabled to investigate the case in a satisfactory manner. Therefore be so good as to direct their attendance. You say in your former yad, that if I do not give the complainant copies of the proceedings of the case, as far as they have gone, I will subject myself to the imputation of partiality. You must remember, that whenever a case is settled according to strict justice, the person against whom it has been decided will invariably declare that his opponent has been favoured. If any one could see into the whole circumstances of the case with the impartial eyes of justice, he would at once discover the rights and wrongs of it.

Order on above.

Let Bhanabhaee and his wakeel be made acquainted with the purport of this yad and the contents of its accompanying document.

(signed) *J. O.*

Residency, 4 April 1848.

According to the above, they have been informed of this.

TRANSLATION of Copy of a Yad from the Punch to his Highness the Guicowar, dated Chinter Sood 5th, Sumbut 1904.

WE have been directed by your Highness to draw out a reply to a yad received from the Residency, dated 1st April 1848, stating "that Joitabaee's mother and the kamdars engaged by her for the purpose of assisting in the Joitabaee's case having now arrived, the latter, along with Bhanabhaee, will present themselves at your court, when, to make them acquainted with the circumstances of the case, it is necessary that you allow them to have copies of all the proceedings in the matter as far as it has gone. With reference to this we beg to state, that on seeing and perusing the copies of the petitions (sent from the Residency) of Larbaee, the mother of Joitabaee, to the Bombay Government, we considered that it was particularly necessary to take the evidence of Larbaee, and we have sent several yads in to the Sircar to say that the investigation has been put a stop to until Larbaee makes her appearance for that purpose. We have also stated this circumstance to your Highness in person. Your Highness is informed in the Residency yad referred to that Larbaee is now present, and that the kamdars employed by the Settanee have also come, and that to make them acquainted with all the circumstances of the case, copies of the proceedings must be granted them. Now, if Larbaee, as we before recommended, makes her appearance, and answers of her own accord all the questions put to her, after the case has been fully and properly decided, there is nothing to prevent their getting copies of all the documentary papers.

(signed) *Meer Surfuraz Alee* (in Persian).
Gopalrow Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

(True translation.)

(signed) J. T. Jameson.
Assistant Commissioner.

(B.) 7.

TRANSLATION of Copy a Yad from Colonel *Outram*, Resident at Baroda, to the Guicowar's Court, dated 20 April 1848.

IN reply to a yad from the Residency to the Durbar, No. 324, dated 10th April 1848, regarding a petition received from Joitabaee Settanee, widow of Parukh Bechur Samul, a yad with an enclosure, dated 16th April 1848, was received from his Highness, to the following purport: "On reading the petition of Settanee Mahaluxmee Baee, the Resident will perceive that there is no prohibition to Bhanabhaee's going to his daughter Joitabaee's house, and touching the circumstance of the copies of the proceedings not having been given as requested, I some time back sent you the report of the punch thereon."

After sending you yad, No. 298, stating that Bhanabhaee and his wakeel would present themselves at your Highness' court, Govind Row Rodee came to me, and brought a message from your Highness that the deposition of Larbaee was the only one wanted in this case, and that after taking it, the affair would be ended, and then the copies of all the proceedings would be made over to Bhanabhaee, of which circumstance I informed that individual and his wakeel. After this I sent another yad, dated 10th April 1848, No. 324, to your Highness's Durbar, upon which Govind Row Rode came and delivered a message from you to the effect, that until the evidence of Larbaee is taken, the wakeel of Joitabaee was not to be permitted to go to her house to see her, unless a messenger (jasood) accompanied him. To this I replied, that if the deposition of Larbaee is to be taken, let it be taken quickly, which there is nothing at present to prevent. I then sent for Bhanabhaee and his wakeel, and told them that until the deposition of Larbaee was taken, if they wanted to go and see Joitabaee, they must take a messenger of your Highness to accompany them. Now, in your answer to my yad, there is nothing at all about that; but on the contrary, your meaning is apparent, that the wakeel is neither to be allowed to go to Joitabaee's house, nor are the copies of the proceedings to be granted. How is this? Please to have the goodness to direct that Larbaee's evidence be taken quickly, according to the custom in such cases; and as I before requested, cause copies of the proceedings to be given to Bhanabhaee, and that the wakeels and other people be not prevented from going to Joitabaee's house to see her, or on business. Let this be done quickly, and inform me when it is so.

(signed) *J. Outram,*
Resident.

(True copy.)

(signed) Naroo Chimnajee.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 8.

TRANSLATION of Original Yad from his Highness the Guicowar to the Resident at Baroda, dated 11 May 1848.

AN investigation is at present taking place into the abduction case of the child of Joitabaee Settanee, widow of Becher Samul Parukh, and a yad was sent from the Durbar to you to request that Larbaee be sent to give her deposition. In reply to this, intimation was sent from the Residency that Larbaee had been directed to proceed from Bombay to Baroda to give her evidence, and that she had now come. After this, when the punch sent to summon her to take her deposition, she for several days made a pretence of being ill, and now she won't go at all to the Durbar; but says they must come and take her deposition at her own house. On this an order was sent to her that she and her husband should repair to the temple of Shree Goverdhun Nath, near the Guicowar's palace, to give her deposition: but notwithstanding this she would not come; therefore Meer Surfuraz Allee, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Meiral Shastree, these four sent a report of it to the Durbar, and requested that she might be forced to come; a copy of their yad to the Durbar is enclosed with this, which I beg you will have the kindness to take into your consideration, and give injunctions to Larbaee that she must come.

Order on the above.

LET an order be given to Larbaee, wife of Bhanabhaee Kandass, that she immediately appear at the Durbar of the Guicowar to give deposition in the case at present under investigation there.

(signed) *J. O.*

Residency, 13 May 1848.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

TRANSLATION of a Copy of a Yad from the "Punch" to his Highness the Gackwar, dated Veisakh Shood 4th, Sumvut 1904.

WE formerly sent you a yad, saying that the proceedings in the case of the child of Joitabaee Settanee were delayed, owing to the non-appearance of her mother Larbace to give her deposition in the matter, which was principally wanted. Upon this Larbace returned to Baroda; but as yet has not presented herself to give evidence, and when we send for her, she invariably returns an answer that she is ill. Yesterday we sent Gungajee Naik to her, who brought an answer from her to this effect: "Kamdars went to other people's houses to take their evidence, let them come to my house in the same manner, and I will give mine; I won't go to the Mandwa Kucheree." It is true that kamdars went and took the evidence of Settanee Mahaluxmee Baee, and Joitabaee; they also did the same with Anapoornabaee Nafra; but the reason was this, the latter having found an auspicious juncture had sent out on a pilgrimage, and gone as far as Channee, whither the kamdar repaired and took her evidence. We sent another message to her to say that if she did not like to come to the Mandva Kucheree to give evidence, she might come to the temple of Shrée Goverdhun Nath, when she would be questioned in a proper respectful manner, as is the custom with females. To this she replied, "Come to my house, I won't go anywhere else." In the yad that we wrote to you, dated Cheitur Shood 4th, Sumvut 1904, we stated that "if Larbaee is directed to come to us, and answer of her own accord, and in a correct manner all the questions put to her, the case can be settled, when we shall be enabled to send in a report of all the circumstances to the Residency." It is now a long time since Larbaee returned to Baroda; but she has not yet appeared before us. It is, therefore, necessary that your Highness, according as we have recommended above, issue an order for her appearance forthwith.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

(True translations.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 9.

TRANSLATION of a Copy of Yad from the Resident to his Highness the Guicowar; dated 18 May 1848.

BHANABHOY KHANDASS presented a petition from Settanee Joitabhaee, widow of Parukh Bechur Samul, of the firm of Hurree Bhugtee, dated 17th May 1848, requesting that her case might be properly investigated. A copy of that petition is enclosed with this yad, for your information.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee, Carcoon.

(True copy.)
(signed) M. Battye, Assistant Resident.

TRANSLATION of Original Goozerattee Petition from *Joitabhaee Settanee* to Colonel James Outram, Resident, Baroda; dated 12 May 1848.

YOUR petitioner, Joitabhaee Settanee, widow of Bechur Samul, represents, the gumashta of my firm, Baba Nafra, and his associates, for the benefit and advantage of the other widow of (my husband) Maha Luxumee Settanee, whose part they have taken, have committed sundry acts of oppression upon me and others, and also placed us in imprisonment; and have, for the purpose of upsetting my claims, forcibly made away with my son Motie Lal Bhoy, and in addition exercised a deal of tyranny upon me, by which, according to the Regulations of 1827, they are liable to severe punishment. I have already brought to the notice of the late Maharaj and his Court, the whole of the circumstances of the case as they occurred; but through partiality for Baba Nafra and his vevaiee (child's father-in-law,) Gunnesh Punt, or some other reasons, he paid no attention to it. If he had listened to my story when I told it, and investigated it immediately, my son would never have been carried away. No inquiries were made; and thus I am oppressed beyond endurance; no redress is given me, and I am rendered perfectly helpless. Consequently, to obtain justice, I have presented several petitions to the British Government, to which my mother received in answer, "that the Government had written up, and directed an investigation to be made into the acts of oppression alluded to." I and others requested that some person of high standing be appointed to institute inquiries, which has been granted; and it is desirable that you arrange so that the matters be investigated in your presence.

If

If the Maharaj had investigated the above circumstances, he would, at the time I preferred my first complaint, have made arrangements to have prevented the abduction of my son, which he failed to do. I was, however, so far fortunate, inasmuch as my mother, Larbaiee, managed to get away, and make her complaint to the Bombay Government, who took the matter in hand, when I felt confident that the case would be properly investigated before the Resident, without favour or affection to either party. I also consider that the Guicowar, contrary to the regulations, has commenced inquiries having no reference to my complaint; therefore this case cannot be fairly investigated by his Highness. Besides, it is not proper that his Highness should do so, as it is very necessary to take the evidence of the Maharaj and other persons who are directing the inquiry in the matter. Therefore, after having apprehended the guilty individuals, and keeping them in your presence, you will be pleased to adopt measures to investigate each and all of the charges separately, and according to the regulations.

You sent several yads to his Highness, to relieve me and others from confinement, according to which we ought to have been released; but instead of that, the bolts and bars of the doors and windows, like those employed for solitary confinement, have alone been removed, and from that day to this we have had constantly sentries placed over us like prisoners, from which I suffer annoyances that it is impossible to describe. Sir, I have committed no fault against any one; yet Baba Nafra and others thus oppress me, who am their master, and no one makes inquiries about it; so that day by day it goes on increasing. I therefore beg to point out to you that these guilty people have no business to place sentries over me, and request that they may be removed, and we freed from surveillance.

I have appointed a karbarree to conduct all my affairs in the Durbar, and elsewhere, to whom you gave an order for the copies of all the proceedings to be given, and that he should have permission to come and go to me on business whenever he pleased without hindrance; and you also sent a yad to that effect to his Highness. Notwithstanding this, he meets with continual opposition in getting the required copies, and in coming to me. His Highness sent a messenger, named Gunjajee, to tell my karbarree that if he had any business with Joitabhaee Settannee, he was not to go alone, but to take him with him. In this manner fresh difficulties are thrown in my way. Therefore, whenever my karbarree has business with me, he is obliged to go and hunt for his Highness's messenger, and bring him with him; and whenever I sit down to consult him about my affairs, or to dictate letters, the messenger sits near and listens to everything; and if I tell him to sit at a little distance, he does not mind me, but says that he has his Highness's orders for doing so, which appears great harshness on the part of his Highness, who it seems is unwilling to hear anything I have to say. From this circumstance I am unable to communicate with freedom anything to my karbarree, so that my case is injured by constant delay. You are alone powerful to remove all these difficulties, and make me free in word and action. It is extraordinary that guilty people, who ought to be kept in confinement, are, on the contrary, allowed to be free, and by being so, tell all manner of lies to obtain their purposes and to waste my wealth. I have reported this to the Sirkar, but to no effect. A report of the tyranny exercised upon me was made to the Company, in the hopes of lessening it; but, on the contrary, it has only been the means of increasing it, which is contrary to all Government rules; and for what object done will be apparent when the case is fully inquired into. According to the request made by my mother, in her petition, you will be pleased to adopt measures that my wealth may not be uselessly squandered away. You sent several yads to the Maharaj, that the copies of the different papers might be given me; but he puts me off in various ways, and does not grant them, keeping them concealed from me. The people who are investigating the case wish to summon my mother to the Durbar, to take her deposition; but this is contrary to usage and rule; because, in the case of the evidence of the other females, they went to their houses and took it, while to get the deposition of the wife of my oppressor, Baba Nafra, they went to Chanee, a village about three cos distant from Baroda, where she then was, and no one summoned her to the Durbar. Is, therefore, the character of my mother in less estimation than that of the other females, that she should be summoned to the Durbar, while they are not?

This all arises from enmity; my character is injured that the world may fear him. This the upright English Government, I know, won't permit; therefore I hope that my mother may be allowed to give her evidence as the others have done. They plead, as an excuse for not giving the copies of the papers, that my mother Larbaiee's evidence is first required; it is not so. Their object is this, they fear that if they give the copies first, and take Larbaiee's deposition afterwards, they will not be able to add to or lessen it to suit their own purposes, for which reason they wish it taken first. I therefore now beg that you will write, and direct that the copies be given before the deposition is taken, that by that means I may make myself acquainted with the matter, and give you no trouble at the time of inquiry. The day my karbarree, according to your order, went to the Durbar with your chobdar, his Highness said that he was in "sutuk" (a state of impurity caused by the death of a relation), and that he would call him another time, and then hear what he had to say. On getting that order he waited, in expectation of being summoned; but many days have now elapsed since the "sutuk" was completed, but he has not been sent for. Agreeably to my instructions, my karbarree frequently attended at the Durbar, but has never succeeded in obtaining the object of his desire—an interview with his Highness. In this way many days passed. On the 4th Chutr Sood, Saturday, when my karbarree went to the Durbar, Gopal Rao Meiral and both the Shastrees said to him, "His Highness will not have an interview with you; so whatever you have to say, tell me." After a long conversation, they said,

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said, "Don't say anything; we will procure you an interview." After going into his Highness first, they came and took him in, when he entreated his Highness to hear what he had to say. At that time the vevaiee (child's father-in-law) of Baba Nafra, named Gunnesh Punt, who was sitting near the Maharaj, said that his Highness had stated his wishes to Gopal Row, who would acquaint him of them. In this way Gunnesh Punt replied to the questions of my karbarree; but no arrangement was attempted that might lead to my request being listened to; nor did Gopall Row Meiral give him any information as to what were his Highness's wishes; so he came away. On the 9th Chutr Vudh, my karbarree wrote a yad to Gopal Rao Meiral, requesting him to tell the purport of his Highness's conversation with him; but no answer was received. My karbarree, on Saturday the 11th Chudr Vudh, again went to the Guicowar Sirkar; but, as before, heard nothing. The above-mentioned individuals, as before, went in, and had an interview with his Highness, who summoned my karbarree to his presence, and told him that whatever he had to say he must state to Gopall Row Meiral, who would explain the matter to him. On which again he wrote a yad, on the 30th Chutr Vud, regarding the circumstances of my case, to Gopal Rao Meiral, to which a reply came, that an answer would be sent hereafter; but none has been received. In this manner I am put off from day to day. Again, on the 9th Veeshak Soodh, I sent my karbarree to the Durbar, who had then an interview with Gopall Rao; but he said nothing about my case, or what his Highness wished; but merely observed that he had prohibited him from again speaking on the matter; therefore that he must make no allusion to it to him. You will thus see, that day after day some new objection is introduced, and my case does not progress in the slightest. I therefore now request that you will adopt such measures that no interruption may be offered to my karbarree, whom I have appointed to conduct the proceedings of my suit; and that if any witness is to be examined, that they will allow him to be present at the time to cross-examine him, and to take down his deposition. After considering the whole of the above statement, as well as what my mother has already submitted in her petition to you, you will be able, being all-powerful, to grant me redress.

(signed) *Settanee Joitabhaee,*
Written by Bhanabhoy.

Order on the above.

It is ordered, that the copy of this petition be enclosed along with a yad to his Highness the Guicowar.

Residency, 17 May 1848. (signed) *J. Outram,* Resident.

(True translation.)

(signed) W. Jameson, Assist. Commissioner.

(B.) 10.

TRANSLATION of original Yad from his Highness the Guicowar to the Resident at Baroda; dated 16 April 1848.

IN a yad received from the Residency, No. 324, dated 10th April 1848, regarding a petition forwarded by Joitabaee Sethanee, you directed that copies of the proceedings of her case, as far as they had gone, be given her, and that no opposition or hinderance be offered to her father, Bhanabhaee, and her kamdars, going to her house to see her or to speak to her on business. You also desired to be made acquainted when your request was fulfilled.

With reference to the above, Maha Luxumee Sethanee was warned sometime ago not to offer any hindrance to Bhanabhaee coming to see his daughter Joitabaee, and on making inquiries we have discovered that he is not prevented from doing so; in proof of which we now enclose, for your information, copy of a yad received by us from Maha Luxumee Baee, stating the particulars of the case.

Regarding the circumstance of the copies of the proceedings not having been granted as requested, I sent a yad some little time back, in the month of Cheiter, Sumvut 1904, enclosing a copy of the opinion of the "Punch," why they should not be given, which I beg to refer you to.

Order on the above.

In answer to the above, a yad, No. 352, dated 20th April 1848, was sent to the Guicowar, stating all the circumstances in detail.

Residency. (signed) *J. Outram.*

TRANSLATION of Copy of a Yad from *Maha Luxumee Sethanee* to his Highness the Guicowar; dated 13th Cheiter Sood, Sumvut 1904.

MAHA LUXUMEE SETHANEE, widow of Bechurbhaee Samuldass, represents that she received an order from the Durbar that no hinderance should be offered to Bhanabhaee when he wished to go and see his daughter Joitabaee, and wishing to know my reasons for showing opposition, after having received an order before not to do so. With reference to this, I beg to

to remark that whenever her father Bhanabhaee, her paternal grandmother Amba, and her mother's sister, these three used to come to see her (Joitabaee), they always had access to her, and were never on any occasion prevented. Her mother, Larbaee, has never come to see her; when her father, however, brought with him Baharoturee Vakeel and several other strangers, I told him that to bring strangers into the house was completely contrary to our custom. If any one wants to speak to or transact business with Joitabaee, her father Bhanabhaee, or her mother, can go in and talk with her. The Sircar has sent me an order that if Rugoobhaee bring a Government messenger along with him, I must not prevent him access. I will do as the Sircar orders me, but it is to be hoped that they will observe the established usages of our house.

(signed) *Maha Luxumee Sethanee.*

Written at her order by Vujoobhaee Vucheedass.

(True translation)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 11.

TRANSLATION of original Yad from the Durbar to the Resident at Baroda; dated 3 June 1848.

A YAD was received from the Residency, No. 470, dated 18th May 1848, enclosing, for the information of the Durbar, copy of a petition from Bhanabhaee Kandass, on the part of Joitabaee Sethanee, widow of Paruck Bechur Samul. With reference to the above, I received a report from the "Punch," stating that Larbaee won't present herself to give her deposition at the investigation touching the case now pending, and when the "Punch" send for her she pleads sickness as an excuse for not coming, a copy of which I enclose for your information. It is requested that you will have the goodness to desire Larbaee to present herself here to give her deposition in the present investigation. I beg to inform you that Wakeel Rugoobhaee and others, to further their own views, are constantly giving Larbaee and Joitabaee evil counsel, which is the cause of Larbaee's not presenting herself at the court, which entails a world of trouble on both the Sircars (English and Guicowar) in the shape of correspondence. It is therefore requested that, after fully considering the above, you will give orders for them not to interfere for the future; but act according to your own judgment in the matter. It appears to me that, unless they be made to remain apart, Larbaee will neither appear in court, nor give proper evidence. I write to make you acquainted with the circumstances.

Order on the above.

Regarding the above, Bhanabhaee made his appearance at the Residency, and was told that Larbaee, agreeably to the desire of his Highness the Guicowar, must repair to the "Mundlee," to give and have her deposition recorded; and unless she did so, her complaint would not be attended to. Rugoobhaee Wakeel was also warned against giving evil advice to his clients; Nursoo Luxumon is ordered to go to Larbaee's house, and acquaint her with the purport of the above, and at the same time to see and report the state of her health to the Resident.

June 1848. (signed) *J. O.*

Nursoo Luximon's Report; dated 9 June 1848.

TO-DAY Nursoo Luxumon came and reported that, agreeably to the above order, he went to the house of Larbaee, and told her in the presence of Bhanabhaee as he was directed; to which she replied, "I cannot go and give my evidence in the Guicowar's Sirkar, unless my men of business accompany me. My husband does not understand anything about the case, therefore it is necessary that I should take Rugoobhaee with me. I cannot place confidence in any one else. The Sirkar karkoon and my man can write the deposition at one and the same time. My objection is this: in the deposition that I should give before the Kamdars, there would appear the names of certain witnesses whom these Kamdars will summon in my absence, and take their depositions just as it suits them, which would completely disable me from substantiating my charges. I am not at all well, and suffer from rheumatism, from the effect of which, four or five days ago, I fell down and hurt my neck, for which reason I will write down my deposition, and give it to the Saheb." On this, Nursoo Luxumon told her that she must give her evidence to the Guicowar's court, and until the case is settled there, the Saheb will have nothing to say in the matter. Notwithstanding this, she persisted in giving the same answer. Nursoo Luxumon further reported that she appeared to be ill.

Residency, 9 June 1848. (signed) *J. H.*

(True translation.)

(signed) J. T Jameson, Assistant Commissioner.

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TRANSLATION of Copy of a Yad from *Trimbuck Shastree Munohur* and *Bapoo Meirul Shastree* to his Highness the Guicowar; dated Jest Shood 2d, Sumvut 1904.

A YAD was received by the Durbar from the Residency, dated 18th May 1848, No. 470 (enclosing a copy of a petition from Joitabaee Settanee to the Resident), stating that "a petition has been received from Bhanabhaee on the part of Joitabaee, requesting that a proper investigation be made into the complaint of the petitioner." On the receipt of this, your Highness directed us to inquire into and report the circumstances of the case. We beg to inform your Highness that several inconsistencies appear in the enclosed copy of petition, the whole meaning of which is, that no objection is to be made to the petitioner's karbaree, whom she has appointed to conduct her affairs, and that everything connected with her case be managed through him, and that when any evidence is to be taken, it is to be done in his presence.

It is our opinion that, when any one is to be examined, he ought to appear in person and answer of his own free-will all questions put to him; and the rule in such cases also coincides with our opinion. We formerly sent a report to your Highness that Larbaee ought to be made to appear and answer the questions put to her freely and of her own accord; and if she did so, that the case would be speedily settled, and we would be enabled to send a report of the same to your Highness. It is a long time since Larbaee returned to Baroda, and we have frequently sent for and summoned her to appear either at the "Mandwa Kucheree," or the temple of Goverdhew; but up to the present time she has never come, but is constantly writing captious statements, from which it is apparent that her desire is that, by not appearing as requested, she may thereby delay judgment on the case for a protracted period. It is therefore desirable that Larbaee, as we stated in our former yad, be directed to attend, when she will be questioned in a proper manner, according to the custom adopted with females. Joitabaee Sethanee petitions and writes whatever she likes to the Resident; but we beg to state that in the present investigation no partiality has been shown, and no infringement of rule attempted. Notwithstanding this, she throws out complaints, as it were, or imputations against the Kamdars appointed to investigate this business. It is necessary, therefore, that the Guicowar Sircar adopt measures to put a stop to her writing in this improper manner, and that Larbaee be made to present herself before us.

(signed) *Trimbuck Shastree Monuhur.*
Bapoo Meiral Shastree.

(True translation.)

(signed) J. T. Jameson, Assistant Commisssioner.

(B.) 12.

TRANSLATION of a Copy of a Yad from the Resident to his Highness the Guicowar, dated 9 June 1848.

IN reply to a yad, No. 470, dated 18th May 1848, from the Residency, a yad with an enclosure was received from the Durbar, dated 3d June 1848, stating "that in the case of the abduction of the child of Joitabaee, widow of Parukh Bechur Samuldass, Larbaee, under the pretext of being ill, does not make her appearance; and that she must be directed to present herself when the case is being investigated." Respecting the above, I sent a message by Nursoo Luxumon, to tell her that she must go and present herself to give evidence in this case; but I understand, by the report given me by Nursoo Luxumon, that she is at present unwell; for which reason it is my opinion, that the Maharaj ought to have the kindness to send the kamdars to Larbaee's house to take her deposition, in order that she may not be able to accuse the kamdars of partiality. In the third paragraph of the enclosure (copy of petition from Joeetabaee) forwarded with yad No. 470, the hardship of being kept in confinement is alluded to; but of this no notice has been taken, or explanation offered. It is therefore requested that you send a written explanation thereon, and that you use your endeavours to settle the case as quickly as possible.

(signed) *J. Outram,* Resident.

(True copy.)

(signed) Hurry Appajee, Carkoon.

(True copy.)

(signed) M. Battye, Assistant Resident.

(True translation)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 13.

TRANSLATION of original Yad from his Highness the Guicowar, to the Residency, dated 20 June 1848.

IN reply to a yad sent by me in the month of Jesht, Sumvut 1904, requesting you to direct Larbaee to be present, a yad was received from the Residency, dated 9th June 1848, stating that it appeared advisable to you that, as Larbaee was said to be ill, I should send the kamdars to her residence to take her evidence, which would at the same time prevent her from being able to accuse them of partiality. Further, it was stated, that in a yad formerly sent to me, enclosing a petition from Joitabaee, that no notice whatever had been taken of the oppression therein stated as being exercised upon her, and that you desired a detailed account of the affair in reply accordingly. On the receipt of the above yad I sent for Meer Surfurazallee, Gopallrow Meiral, Trimbuck Shastree, and Bapoo Shastree, and directed them to institute inquiries into the circumstances therein alluded to; on which I received a report of the case from those individuals, accompanied by a yad from Maha Luxumee Settanee, the widow of Parukh Bechur Samul, copies of both of which I now enclose for your information, with this yad, and beg to call your attention to the following paragraphs.

1. It is your desire, which I fully understand, that as Larbaee is ill, the kamdars should be sent to her abode to take her evidence; but her evidence is not the only thing wanted; it appears from the representation of the punch (arbitrators) that Larbaee is one of the principal complainants, and that, therefore, it is essential that her evidence be taken in the presence of all four; and that, to substantiate it, questions be put to her, and that the investigation take place in the presence of the other parties. Therefore, unless Larbaee appears, the inquiry cannot proceed; however, just as you like. If it is still your wish that the kamdars should be sent to Larbaee's house for her deposition, I beg that she be directed to return to her own house in the city, as she at present resides with her vakeel Rugoobhaee; when I will first inquire how she is, and if she is ill, will send Trimbuck Shastree and Bapoo Shastree to take her evidence. But how can the case be possibly decided on, or brought to a conclusion, unless the deposition of Larbaee be taken at the inquiry, in the presence of the other parties, and before the four kamdars? I beg you will do me the favour of giving the above your best consideration. You said that I ought to act so as to avoid the imputation of partiality, but in cases of complainants and defendants, the individual whose case does not meet with the success he anticipated will say that partiality has been shown to his opponent. On such observations we must place no reliance; what is just and proper must be done, however; the Resident can do whatever he thinks fit.

2. You write to say I gave no reply to the paragraph of your letter, stating that Joitabaee is suffering imprisonment; with regard to this, I send you an enclosure, No. 2, on perusing which you will observe that affairs are managed precisely in the same way as they were during the time of his late Highness It appears to me that Joitabaee's reasons for representing that she meets with oppression are these: that she may be enabled to procure a lot of wakeels, who, seated together in privacy, may consult and design means to increase the present dispute, and to ruin the house without any one's interfering with them. Notwithstanding this, strict orders have been issued by the Sirkar to Maha Luxumeebaee Shettanee, that she adopt no obstructive procedures with Joitabaee. I beg you will take into your consideration what I have above stated. There is no necessity for constantly writing and inquiring about Rugoobhaee Vakeel and others. Larbaee is taught by these people not to make her appearance, for which reason both your Sircar and mine suffer the annoyance of a continued correspondence on this head.

Endorsement on the above.

Copies of the above yad and its enclosures have been sent, along with a detailed order, No. 136 of 1848, to Larbaee, the wife of Bhanabhaee.

Baroda Residency. (signed) *J. O.*

TRANSLATION of Copy of a Yad from the Arbitrators (Punch) to his Highness the Guicowar, dated Jesht Sood 15th, Sumvut 1905, No. 1.

WE received from your Highness copy of a yad from the Residency, dated 9th June 1848, No. 564, and directing us to inquire into the particulars of it. We beg to state with reference thereto, that Larbaee is the principal person in this investigation; for which reason it is essentially necessary that she, of her own accord, reply to all the questions put to her. Bhanabhaee, her husband, must be the only person permitted to stand near her at the time, but he must not interfere with, or dictate any of her answers. It is also necessary that Larbaee and the people who are said to have brought the child be confronted together; and how can this be managed if we have to go to her house? and besides it is contrary to all rule to do so. Again, Larbaee at present does not live in her own house, where her husband, mother-in-law, and other relations reside, but has left it, and gone to the abode of Rugoobhaee, her vakeel. The Sircar ought to consider this well, and afterwards, if it be their order, we will send Trim-

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buck Shastree and Bappoo Shastree to take her deposition; but she must be questioned in the presence of us four, because she is the principal in the case, and we must have probfs of what she asserts, without which the case cannot be settled. Further, your Highness directed us to make inquiries, and report to you regarding Joitabaee's being kept in confinement, and to warn Maha Luxumee about it. Agreeably to the above order, we sent and warned Maha Luxumee, and received in reply a message through her father, Vuzoobhaee, that Joitabaee is not imprisoned at all, but that affairs are conducted exactly in the same manner as directed by his late Highness That Joitabaee, for the purpose of casting stigmas upon her, is, at the advice of other people, constantly sending in false representations; to prove which she begs that an honest, trustworthy person may be sent to remain in the house, who will be at once convinced that no opposition is offered by her, and will at the same time discover how many strangers came there, and what advice they gave her. The father, Vazoobhaee, also at the same time gave a yad from Maha Luxumee to us to explain the matter, which we now beg leave to enclose to you for your information.

(signed) *Meer Surfuraz Allee* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

(True trans'ation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 13.

TRANSLATION of a Copy of a Goozerattee Yad from *Maha Luxumee Settanee* to his Highness the Guicowar, dated 15 Jesht Sood, Sumvut 1904.

MAHA LUXUMEE SETTANEE, widow of Bechurbhaee Samuldass, represents:—

Joitabaee Settanee has complained to the Resident that she is forcibly kept in confinement, and your Highness writes to me to know what part I have taken in thus restraining her, to which I beg to reply in detail as follows:

1. Joitabaee Settanee is not in confinement. It is the custom of our house not to permit strangers to have access to the females, and for this purpose a sentry is invariably kept at the door of the apartment allotted to Joitabaee, and his orders are to sit there, and not to go near her; but, if she has any orders to give, to listen to them from without; and that if her parents, relations, or any of her servants want to see her, he is to show no opposition, but give them access to her; which has always been done. If Joitabaee requires any provisions, &c., she is immediately supplied with them, which arrangement is made in accordance with your Highness's order on the subject. Notwithstanding this, Joitabaee, at the bidding of her vakeels and others, falsely represents to the Sircar that she is in confinement, whereas she suffers no restraint whatever from me.

2. When my husband died, he left a written arrangement regarding the affairs of his house, and in it is directed that a yearly account of the jewellery in the possession of Joitee be taken, and compared with the list thereof; but for three years ago no such account has been taken. I therefore beg that Government will do whatever they think proper in the matter. I have written once or twice on this subject to the Sircar, and the reason of my now doing so again is this: there is a current rumour that Jaita Settanee is, at the advice of others, making away with a great many of her jewels; I therefore beg that whatever measures may appear to the Sircar advisable in this affair may be adopted.

3. In short, the substance of the case is this: that strangers have got hold of Joitabaee, and for mercenary motives are making her show opposition, and inducing her to write false statements to the Sircar, on which no confidence must be placed. The firm of Hurree Bhugtee, which was formerly under the protection of the Sircar, is now being ruined; I therefore pray that means be taken to preserve the jewels above alluded to, according as the Sircar may deem fit.

4. The circumstances of the case are as I have stated above, and what Joitabaee has made the subject of her petition is false. If the Sircar has any doubts of it, let them send a trustworthy jassood (messenger) to her house, when they will be at once convinced that I exercise no oppression over her; and it will be at the same time good for me that she be not allowed to make any more false statements. Since the arrival of Vakeel Rugoobhaee these falsehoods have been set on foot; he sits in privacy, and whatever he tells her she does. There are many other items to relate, but this is not a proper time to write them.

(signed) *Settanee Maha Luxumee,*
Written by Vujoobhaee Vucheedass.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 14.

TRANSLATION of original Yad from his Highness the Guicowar to the Resident, dated 14th Chundr Ashad, Sumbut 1904 (16 July 1848).

A YAD was sent from the Durbar to the Residency (dated Chundr 18th Rujub), in the month of Jesht, Sumvut 1904, stating, "That in the case of the abduction of the child of Joitabaee Settanee, widow of Bechur Samul, her mother, Larbaee, won't appear to give evidence in the matter, and requesting that she be directed to do so; that although she has been warned, she has not yet appeared, so that the proceedings are at a stand still; a report of which the arbitrators (punch) have sent into the Durbar, and a copy of their yad is now enclosed for your perusal and information." With reference to the above, it is requested that the Resident will have the kindness to issue, as quickly as possible, strict injunctions for Larbaee's appearing at the investigation, and send a reply, to state when an arrangement has been made for her so doing.

Order on the above.

With reference to the above, it is directed that an order be sent to Larbaee, wife of Bhanabhaee Khandass, to say that, if according to the order No. 138 of 1848, sent to her, she does not appear to give her deposition in the case above referred to, and it is on that account decided against her, that the English Government will not interfere in the matter.

Baroda Residency, (signed) *J. O.*
19 July 1848.

According to the above, a yad, No. 170, was forwarded on that day, dated as above.

TRANSLATION of Copy of a Yad from *Trimbuck Shastree Munoher* and *Bapoo Moeral Shastree*, to his Highness the Guicowar, dated Assad Sood 13th, Sumvut 1905.

WE have frequently sent yads to your Highness, stating that "in the inquiries at present being instituted regarding the son of Joitabaee Sethanee, widow of Bechur Samul Paruck, it was highly requisite to examine the mother, Larbaee, and that for that reason she be directed to appear." It is now a long time since this Larbaee returned to Baroda, but she has not yet made her appearance, and, consequently, this case has been protracted very much, and by her doing so, the investigation is now impeded. For this reason, it is necessary that Larbaee, as we before recommended, be directed to present herself in the "Mandwa Kucheree," or the temple of Shree Goverdhun Nath, and answer, of her own accord, all questions put to her, when the investigation can be completed, and the whole particulars of the case reported to your Highness.

(signed) *Trimbuck Shastree Munoher.*
Bapoo Moeral Shastree.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 15.

TRANSLATION of Copy of a Yad, from Colonel *Outram*, Resident, Baroda, to his Highness the Guicowar, dated 25 July 1848.

ON the 24th July 1848, Amursing Hurrebhoy Thakore, of the village of Meetapoor, in the Purgunnah Nudeead, and others, presented a petition at the Residency, stating that the petitioners, the witnesses who had been sent to the Guicowar Sircar, to give evidence in the case of the complaint anent the son of Joitabaee, widow of Bechur Samul, had not yet been discharged. Herewith is enclosed a copy of their petition, in order that his Highness may be made acquainted with the circumstance. A yad was some time ago received from the Durbar regarding the discharging of the above witnesses, to which an answer was at once sent; but up to the present time no intimation has been received as to whether they were discharged from further attendance or not. From this, I now conclude that the above petitioners have been detained. I therefore request you will have the goodness to discharge them forthwith, and acquaint me when you have done so.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurree Appajee, Karkoon.

(True copy.)

(signed) M. B., Assistant Resident.

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TRANSLATION of original Petition from *Amursing Hurreebhaee*, and *Jeetbhaee Jalumbhaee*, Thakores of the Village of Meetapoora, Purgunnah Nudeead, to Colonel Outram, Resident, Baroda, dated 9 Asad Vud, Sumbut 1904.

YOUR petitioners beg to state, agreeably to an order sent by you to the magistrate of Keira, we were called and directed to attend at the Guicowar's court, to give evidence in the case of Hurree Bhugtee. We have given all the evidence we know in the matter, which has been written down. After giving it, we asked leave to go. They replied, "As soon as Larbaee comes, you will be allowed to go." Larbaee has now been here for about four months, but they will not allow us to go. We are landholders (zemindars), and the time for sowing the fields is at hand, and while we are detained here, who will cultivate the ground, or cause it to be prepared for the seed? We are poor people, and unless our fields are cultivated, how can we make good the Government revenue (jumabundee)? We have now been kept here upwards of eight months, and are very hard pressed for money for our expenses. We therefore most humbly pray that you will have the kindness to direct our release. If we are required again, and are summoned, we will attend as soon as the cultivation of our land has been completed, and the jumabundee fixed.

(signed) *Thakore Amursing Hurreebhaee.*
Thakore Jeetbhaee Jalembhaee.

Written by Karbaree Rungjee, at the request of the above persons.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 16.

TRANSLATION of Copy of a Yad, from the Resident, Colonel *Outram*, to his Highness the Guicowar, dated 5 August 1848.

IN the case of the complaint made by Joitabhaee Settanee regarding her son, Larbaee, wife of Bhanabhoy Khandass, was directed to present herself at the Guicowar's court, for the purpose of giving her deposition. In reply to this, a gumastha was deputed by Larbaee, who came to the Residency on the 3d August 1840, and stated personally that Larbaee was unwell, and requesting that if it was the Saheb's desire that a doctor be sent to see her. For this reason I would recommend his Highness to send an intelligent man, capable of pronouncing an opinion, to see if she is really ill or not; and if it appears to him that she is not, that you write and let me know, when I shall be enabled to send an European doctor to see her.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) Hurry Appajee, Karkoon.

(True copy.)

(signed) M. Battye, Assistant Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(B.) 17.

TRANSLATION of Copy of a Yad from the Resident, Colonel *Outram*, to his Highness the Guicowar, dated 18 August 1848.

IN the case of the son of Joitabhaee Settanee, widow of Parukh Beechur Samul, you formerly wrote to me that the cause of the delay in sending in the proceedings connected therewith was owing to your not having succeeded in procuring the evidence of Larbaee, wife of Bhanabhoy Khandass. With reference thereto, I directed her to present herself, but in the meantime she fell sick; and yesterday, Govind Row Kodee brought a message from your Highness, that she be ordered to return to her own house. On this I sent Doctor Davies to see Larbaiee, and report on her state of health, from whom I received a certificate, dated 17th August 1848, stating that he had seen Larbaiee, and that it was his opinion, if she was removed from the house where she then was, in her present state, that her health might be seriously affected thereby. Now, as this case has been prolonged for such a lengthened period, it is necessary that your Durbar report the particulars of the matter forthwith. I think that there is really nothing to prevent you sending the komdars to

to the abode of Larbace, to take her evidence. I therefore request you will have the goodness to send the komdars to Larbaee, to take her evidence as you think fit, and having finished the business with all possible despatch, forward the proceedings and all the papers connected therewith, without delay, to the Residency.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee, Carkoon.

(True copy.)
(signed) M. Battye, Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B.) 18.

TRANSLATION of Copy of a Goozerattee Letter from Colonel *James Outram*, Resident, Baroda, to *Joitabaee Settanee*; dated 19 August 1848.

YOUR goomashta, yesterday, brought me a petition, and he also brought another some days ago, to which I gave him a verbal reply for you to this effect: "that during the time the investigation of the complaint you made regarding your son was being made at the Guicowar's court, I received communication from his Highness, dated 16th November 1847, directing the attendance of Larbaee thereat to give her deposition, upon which Larbaee was directed to attend. After this, in the month of March 1848, Larbaee returned to Baroda, when she was summoned by the Guicowar Sircar to give her evidence, and yads were received from the Durbar at the Residency, of the dates 11th May, 3d and 20th June, and 16th July 1848 respectively, stating that she had not appeared. On the receipt of the above, successive orders were issued, dated 13th May, 22d and 24th June, and 19th July 1849, Nos. 100, 136, 138, and 170, to Larbaee, but for five months she has urged every possible excuse to evade going, and has never appeared in the Guicowar's court to give her evidence. His Highness the Guicowar at the same time writes, that until the deposition of Larbaee is given, the matter will remain unsettled. It is therefore necessary that Larbaee forthwith present herself and give her desposition, which will bring the investigation in the Guicowar's court to an end; afterwards when the particulars of it shall come before me (the Resident), I will be able, at such time as I may enter upon an inquiry into the matter, to listen to the subject of your petitions. The Guicowar is at present investigating this case, and until he has completed the inquiries and sent in the proceedings I (the Resident) will not interfere in the matter. Larbaee's not giving her desposition as desired, is the sole cause of the present delay in the proceedings, for which reason I shall not receive your petition." After giving the reply above stated, the petition was returned to the goomashta, but agreeably to the order of the Resident, Larbaee, up to the present time has not given her deposition, and for this reason the case has not been closed, and the proceedings thereof consequently not forwarded to me. Notwithstanding this, your goomashta, yesterday, presented me another petition from you, to which the verbal reply above written was again given, and the petition returned to him. I now tell you plainly that the inquiry into the case is being made by the Guicowar, and as soon as it is completed, and the proceedings are sent in to me, I shall be able to discover how it has been conducted, and whether it has been done properly or not, when, if you have any objections to offer to it, I shall be glad to listen to them. Unless the proceedings come in to me, no interference will be offered by me in the investigation. The reason of the investigation being at a standstill in the Guicowar's court, and not being completed, and sent in to the Residency, is entirely owing to Larbaee's refusing to give her deposition. The whole fault and blame rests with Larbaee. Yesterday I sent a yad to his Highness, stating that Larbaee now pleads sickness as an excuse, and recommended him to send the "kamdars" to Larbaee, and take her deposition at her own abode. Therefore, when these kamdars come, it is necessary that she reply to all their questions, and give her evidence properly; and if she delays giving her deposition, you may depend upon it I will write to the Bombay Government, and request them not to interfere in your behalf at all.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee, Carkoon.

(True copy.)
(signed) M. B., Assistant Resident.

(True translation)
(signed) J. T. Jameson, Assistant Commissioner.

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(B.) 19.

TRANSLATION of an Original Yad from *Joitabaee*, Widow of Bechur Bhoy Samuldass, to the Resident, dated 22 August 1848.

You kindly sent me a letter, No. 215, dated 19th August 1848, which I received on the evening of the 20th, on reading which it certainly appears that you have written, placing the object of my complaint and the contents of my petition on one side. If I write the whole particulars in detail, I shall further increase the contents of this letter. I surely cannot disobey your orders, those who have the power are now doing so, and it rests with the authorities to make inquiries into the matter, but when such will be done, it is impossible to say. My mother is ill, which your, as also his Highness the Guicowar officials, a native and European doctor, all came and saw, and reported to you, notwithstanding which you write and tell me that Larbaee has urged every possible false pretext to avoid appearing to give her evidence in the Guicowar's court, which has brought the business to a standstill. The whole fault and delay is Larbaee's. By your writing that my mother urges false pretexts, "after the above individuals have, as there mentioned, seen her with their own eyes, I feel myself much degraded. If I were to mention this in full, it would be as I have written above. But what are my grievances, and how many misfortunes have happened to me!. On the 17th February, having been made a prisoner, my people, in order that I might obtain redress, gave in petitions to the Sahib and the Sirkar. After my mother had arrived in Bombay, on the 2d of August 1847, a petition was handed up to the Governor in Council, and from that month up to the present time, many petitions have been sent to you relating particulars. Touching this matter, my mother Larbaee received orders from the Council of the 7th August, 6th September, and 30th March, and from you of the 25th September, towards the features of the contents of which it is evident that you have not directed your attention, as will be seen on examining the letter referred to, which is the reason of the order having been written; with reference thereto, my sole request is this: I sent you on Friday 18th August, an English petition with a Mahratta yad enclosed; you kept the former, but sent back the Mahratta enclosure; I now send it to you again with the bearer of this, and beg that you will kindly take it into consideration with the English one, and if you approve of it retain it, otherwise send it back to me again; whenever you yourself may enter upon the investigation, I will have it in readiness for you. If, however, you will give it a perusal now, you will at once fully understand the whole bearings of my case, and at the same time be convinced that it is no fault of mine. The inquiry has been carried on entirely wrong in the Guicowar court. As I consider it right and proper to obey your orders, whenever the Guicowar's authorities shall go to the residence of my mother to question her, she will be prepared to answer them in a proper manner.

(signed) *Joithabaee Settanee*,
Written by Bhanabhoy Khandas.

Endorsement on the above.

In reply to the above, a letter No. 229, was sent to say, that when the case was completed in the Guicowar's court, and the particulars of it sent into the Residency, she would be heard.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 20.

TRANSLATION of a Yad from his Highness the Guicowar to the Resident, dated 22d Ramzan, Sumbut 1904, or 22 August 1848.

UPON the receipt of a yad from the Residency, dated 25th July 1848, No. 760, directing that certain parties from the village of Meetapoor (under the jurisdiction of Kaira), who had attended to give evidence in the suit regarding the son of Joitabaee Settanee, widow of Bechur Samul Parukh, and who are now here, be permitted to return to their village, a verbal message was sent to the Resident by Govindrow Pandowrung, to say that a long time had elapsed since the return of Larbaee to Baroda, yet she would not attend at the investigation, and that the Meetapoor people had been detained solely for the purpose of being confronted with her, and they must now be discharged. On this, word was sent by the said Govindrow Pandoorung that Larbaee be again directed to attend, which if she failed in doing at the appointed time, that the Meetapoor people be then discharged from further attendance. Agreeably to this request of the Resident, the arbitrators in this matter were directed by the Sircar to act accordingly, and they sent a yad to Larbaee, but she did not appear at the appointed time. One day before the expiration of the time allowed her, she fell sick, in order that she might have an excuse for absenting herself as heretofore. It is useless to enter into details on this matter, the Resident must be well acquainted with them.

In

In short, it appears that she is determined to raise objections to avoid appearing. Recently another yad has been received from the Residency, No. 868, dated 18th August 1848, in which it is written, "Larbaee being sick, a kamdar should be sent to her for the purpose of taking her deposition. This course suggests itself to the Resident, &c." In accordance with the above suggestion, the Sirkar gave a copy of that yad to the arbitrators, Meer Surfuraz Ali, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Shastree, who in reply sent a report to the Sircar to the following effect: "Larbaee up to the present date has urged various pretexts, and never made her appearance, and now the Doctor Saheb says she is sick, therefore, if Trimbuck Shastree and Bapoo Shastree go to her residence, and take her evidence while she is sick, Larbaee will hereafter raise remonstrances with them on the subject. Larbaee is at present residing with Rugoobhaee Vakeel, and if her evidence is taken there, how can this affair be satisfactorily finished? In this suit Larbaee is the principal, it is therefore necessary that she be confronted, after having given her deposition, with the other parties concerned in this case, and for that purpose she should appear before us four, and then and there depose; without this how can the affair be adjusted, &c., and other matter which you will understand." A copy of this yad is transmitted for the Resident's information. Further, his Highness begs to suggest to the Resident that Larbaee's deposition be taken in this matter, and that she be confronted with the other parties; for how can the affair be properly settled or cleared up unless this takes place in the presence of four kamdars? It is necessary that the Resident take this into consideration. It is now five months since Larbaee's return to Baroda, and she has been repeatedly ordered both by the Resident and the Sirkar to attend at this investigation, but owing to the tutoring of the vakeels, &c., up to the present day she has not attended. Now sickness is the cause. Should therefore a kamdar be sent to her house during her illness to take her deposition, it appears to me that the case will not be finally settled; it is therefore desirable that the proceedings in this matter be postponed until her recovery, when having appeared before the above-mentioned kamdars, she must give her deposition, and be confronted by the other parties in this case. This is our opinion, but the Resident can act as he pleases. The witnesses from the village of Meetapoor should be discharged; and at some future time, when they shall be required to be confronted with the other parties, the Resident will be written to to cause their attendance. I have informed the kamdars of this, and the Resident is now written to, that he also may be made acquainted with it.

Endorsement on the above.

A yad, No. 886, dated 24th August 1848, was sent to his Highness the Guicowar, requesting him to send a kamdar to Larbaee's house, to make arrangements about taking her evidence as quickly as possible.

(signed) *J. O.*

Baroda Residency.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 20.

TRANSLATION of Copy of Yad from the Arbitrators, *Meer Surfuraz Ali*, &c., to his Highness the Guicowar, dated Shurawun Vud 6th, Sumvut 1905.

A YAD was received by the Sircar from the Residency, No. 868, dated 18th August 1848, to the effect, that "in the case of the complaint made by Joitabaee, widow of Paruckh Bechur Samul, regarding her son, the investigation had been delayed owing to Larbaee, wife of Bhanabhaee's deposition not having been received, and that she had been warned on the subject, but that she is now ill, and that the doctor's certificate had been received, stating that if she was removed from her present abode to another place that her health would suffer thereby. Therefore, it appears to the Resident that there is nothing to prevent the Guicowar's officials going to her house, and taking down her evidence. His Highness is therefore requested to have the goodness to direct that they (the kamdars) be sent to her (Larbaee's) abode to take her deposition, to bring the matter to an end, and send a detailed account of the proceedings, with the necessary documents and papers with as little delay as possible to the Residency, &c." A copy of this yad was sent to us, and in reply to the para. that the investigation is at a standstill, owing to Larbaee's evidence not being forthcoming, we beg to state that we have repeatedly written in yads, and called your Highness's attention to this particular point. Some four or five months have elapsed since Larbaee's return to Baroda, and we have always been sending her messages through Government "jassoods" (messengers) to request her to appear either at the "Mandwee kucherie," or the temple of "Shree Goverdhun Nath," to give her deposition, where the kamdars would take her evidence according to the custom with women; but she, instead of appearing, has pleaded sickness, and a variety of other reasons for remaining away. Afterwards, a yad, dated Ashad Vud 14th, was sent through Gungajee Naeque, a servant of the Durbar, to the following purport:— It is a long time since you returned to Baroda, but up to the present time you have never appeared; for which reason, within seven days from this date, you must present yourself; and if you do not appear within the time allowed you, we will write and acquaint the Sircar with the circumstance of your non-appearance. Although the naeque delivered this yad to Larbaee,

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Larbaee, yet she has never made her appearance. It is now mentioned in the yad under reply, that the above-mentioned doctor furnished a certificate to the effect, that if they attempted to move her to another place just now, that her health would be seriously injured thereby. If she is so ill as this, how can a kamdar take her evidence, and make all the necessary inquiries? And, perhaps, if her deposition is taken during her illness, she will hereafter be induced to say that she was ill at the time, and consequently has no remembrance of what she then deposed, from which it is supposed that a remonstrance against the kamdar will be the sole result. The Sircar should consider this matter well. This is a great case, and Larbaee is the principal in it, from which it is our opinion, that if even we send Trumbuck Shastree and Bapoo Shastree, and take her deposition before she has recovered, yet still the investigation will not be brought to a termination, unless she be confronted in our presence. The Sircar must order as they like. The Resident has written, that after closing this inquiry, all the proceedings, papers, documents, &c., connected therewith, must be forthwith sent into the Residency. With regard to the people from the village of Meetapoor, and other places, summoned to give evidence in this case, we have frequently sent messages to Sethanee Joitabaee to come and confront them, and the kamdars, Trumbuck Shastree and Bapoo Shastree, both went to her on that account, but she said that her father, Bhanabhaee, was ill, that when he came, if they wished it, they might confront her with them. Having said this, she allowed a long time to elapse, and at last did not do it at all. From so many objections and impediments having been offered by her, the investigation has been protracted, and left unfinished. Since Larbaee's return to Baroda, she has brought forward endless excuses, and never appeared; from which cause the inquiry is deferred from day to day, and we have frequently written into the Sircar and informed them of this.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trumbuck Shastree Munoker.
Bapoo Meiral Shastree.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.) 21.

TRANSLATION of a Copy of a Yad from Colonel *Outram*, C.B., Resident, Baroda, to his Highness the Guicowar, dated 24 August 1848.

IN reply to a yad from the Residency, No. 868, dated 18th August 1848, stating, that "in the case of the complaint made by Joitabaee Settanee, widow of Paruck Bechur Samul, regarding her son, as Larbaee is ill, a kamdar should be sent to her abode to take down her deposition, &c." A yad, dated 22d August 1848, enclosing copy of a report to the Sircar from Meer Surfuraz Ali, &c., was received from his Highness the Guicowar, stating, "If Bapoo Shastree and Trumbuck Shastree are sent to the house of Larbaee to take her deposition from the circumstance of her being ill, she will have room for further dispute and will make remonstrances hereafter. Unless Larbaee appears before the four kamdars, and gives her deposition, and is afterwards confronted with the other parties in the case, how can a final settlement of the business be arrived at? &c." It is with reference to this, requested that whenever the Guicowar's officials are about to be sent to the residence of Larbaee to take her deposition, that intimation be sent to the Resident, when a doctor will be sent there to see whether Larbaee's state of health is such as to admit of her giving her deposition. And at the time of taking her deposition, should it be the Maharaja's desire, Nursooo Luxumon shall be sent there to be present at it. According to the above plans, after the evidence of Larbaee has been taken, should she change and say differently, no attention will be paid to her. The Guicowar's officials, the two shastrees, of course will go to take her deposition; but Meer Surfuraz Ali and Gopal Row Meiral, I imagine, will not attend; however, there is no objection to their sending along with the shastree's two trustworthy karkoons or others to act as their proxies. It is therefore requested that his Highness will have the goodness to take the contents of this yad into his consideration, and adopt measures that Larbaee's deposition may be speedily taken, and this investigation thereby brought to a termination. The above having suggested itself to the Resident, it is now written for his Highness's information. The deposition of Larbaee should therefore be taken without delay, the inquiry closed, and, as I formerly requested, the written proceedings, with all the documents and papers appertaining thereto, be early transmitted to the Residency.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Naroo Chimnajee, Carkoon.

(True copy.)
(signed) M. B., Assistant Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(B) 22

TRANSLATION of Original Yad from his Highness the Guicowar to the Resident, dated 4 September 1848

A YAD, dated 24th August 1848, No 886, was received from the Residency, stating, that as Larbaee was ill, it was desirable to send the Guicowar's officials to her abode to take her deposition in the pending case regarding the abduction of the son of Joitabaee, widow of Becher Samul Parukh With reference thereto, Meer Surfuraz Ali and Gopal Row Meiral were directed by the Durbar to send Bapoo Shastree and Trimbuck Shastree to Larbaee's house to take her evidence, which they did accordingly, but as Larbaee would not give them her deposition, and entered into perverse wranglings, they came back again without getting it, and forwarded to the Durbar a yad, stating what had occurred, and also an extract from the diary of the proceedings that took place on that day, copies of both of which are enclosed with this yad The Guicowar begs leave to inform the Resident, that although it is most desirable that this investigation be brought to a close, yet Larbaee refuses to make her appearance or give her deposition, and Joitabaee formerly at the time of confronting her with the other witnesses, raised so many objections and disputes, that the investigation has now been at a standstill for a whole year, the purport of which you will clearly understand on reading the accompanying yad from the four kamdars. It is therefore requested that the Resident take into consideration the meaning of what has been above written, and explain the circumstances (by writing) to the Bombay Government, in order that they may be made acquainted with the reasons for not bringing the present inquiry to a close.

Endorsement on the above

In reply to the above yad, another yad was forwarded to his Highness, dated 6th September 1848, No 934, begging to call his attention to former yads written on the same subject

Baroda Residency. (signed) *J Outram*, Resident

TRANSLATION of Copy of a Yad from the Guicowar's Officials, *Meer Surfuruz Ali*, *Gopal Row Mural*, *Trimbuck Shastree Munohur*, and *Bapoo Mean Shastree*, to his Highness the Guicowar, dated Badrapud, Shooth 7th Sumvut 1804

WE received from the Sirkar a copy of a yad received from the Residency, No 886, dated 24th August 1848, stating that the Resident saw no objections to sending kamdars to the house of Larbaee to take her deposition in the abduction case of the son of Joitabaee Settanee, wife of Bechur Samul, and that he intended sending a European doctor to see in what state of health she was Touching the above, agreeably to the orders received from the Sirkar, we went to the Residency on the 30th Shurawun (Monday), when the Resident expressed a desire that, as Larbaee was ill, we should send kamdars to her house to take down her deposition, and said that he would warn her that neither her wakeel nor any other persons were to be present at the time, that only her husband, Bhanabhoy, would be allowed there Afterwards, at the order of the Guicowar, Sirkar Trimbuck Shastree and Bapoo Shastree went to where Larbaee was residing, in the house of Dhakjee, in the Row Poora, to take her evidence A jemadar from the Residency, named Buwanee Sing, had been sent to prevent her making any unnecssary excuses in giving her evidence. In his presence they asked her to giye her evidence At this time Joitabhaee Settanee, Bhanabhoy, and Rugoobhoy Wukeel, and others were seated there, and they did not get up Larbaee said that she would not give her deposition, unless Rugoo Bhoy, or his nephew (sister's son) Purboo Dass were permitted to be present On this they (both the shastrees and the jemadar) told her what were the Resident's orders, but she would not listen to them. They remained there about three hours, and then returned In order that you may be made acquainted with their proceedings, a separate yad of the diary of that day is enclosed with this for your perusal The investigation of this case has now been going on for upwards of a year Several days after the deposition of Joitabaee was taken, the witnesses from the village of Metapoor, and several others, were to be examined in her presence, when the kamdars of the Sirkar were sent for that purpose to her house, but she was in the habit of telling them that her father, Bhanabhoy, was ill, and that as soon as he was well she would answer them. A jasood, named Gungajee, was frequently sent to summon Bhanabhoy, but, under the pretence of sickness, he never made his appearance As soon as Larbaee (his wife) and Rugoo Bhoy Wakeel arrived, his sickness no longer remained In this manner, Bhanabhoy, by throwing oppositions in the way, did not allow the examination to take place before Joitabaee, and Larbaee, who is the principal in the case, has never made her appearance, although she has been warned to do so constantly for the last five or seven months She has been told many times, and in many different ways, to come to the Mundwa Kencherei, with her husband Bhanabhoy, with whom she might sit down in a retired corner and give her evidence as females generally do, or, if she preferred, she might come to the temple of Shree Gover Dhun Nath, which is close by, but she invariably brought forward all manner of obstacles, and has never appeared, A report of each and all of these circumstances, as they occurred, has been regularly forwarded to the Durbar.

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Larbaee has been back now five months, but has never prescnted herself, and the witnesses from the village of Metapoor have not yet been discharged, from want of our being able to confront them with her "Touching this matter, a letter was forwarded from the Residency to let them go away; on this we sent her a message that she was to make her appearance within seven days, and at that time she was not ill A day before the seven days had expired, she wrote to the Resident, and said she was sick, for which reason, on his recommendation, an order was received from the Sirkar to send the kamdars to her house to take her evidence, on which Trimbuck Shastree and Bapoo Shastree went to her residence; but just as before, met with objections and disputes, and got no evidence from her. The Sirkar ought to reflect well, that if their kamdars are sent to her house, and these people continue to wrangle there, how can the affair ever be brought to a termination? This is a very suspicious case, and it is therefore necessary to make a most minute investigation of it, by examining each person distinctly and separately, according to the customs of this place. But it appears to us, and it is much to be regretted, that this will be impracticable in the present instance It was essential that the deposition of Larbaee should be taken when Joitabaee was not present, as such great suspicions are entertained in this matter This was not accomplished, for Joitabaee, under the pretext of going to inquire after her mother Larbhaee's health, went to where she was living, and instead of coming back again, remained there upwards of a month in company with her and Rugoo Bhoy Wukeel, which raises doubts in our minds, of which it would be needless to acquaint your Highness When the Sirkar entrusted the investigation of this matter to us, we were informed that nothing of this sort had ever occurred before in the well-known house of Hurree Bhucktee, and therefore we were directed to make minute inquiries into it, and report the true circumstances of the case to your Highness On which, as Larbaee was not present, we took the evidence of the people here, confronting them with other parties, and the proceedings only required the presence of Larbaee and Joitabaee to bring them to an end, but, they not permitting this, have stopped the investigation for a twelvemonth We have been frequently ordered by your Highness to bring the affair quickly to a termination, and we therefore now beg leave to transmit for your information the above account of the case, and to call your particular attention to the circumstance, that when the Sirkar's kamdars go to Larbhaee's house, and address her in a proper manner, as directed, she answers, and does just as she likes. What sort of behaviour is this? The following now appears to us desirable. She says she is sick, therefore, as soon as she is well, let her come, when we will take her evidence, and confront her with the parties that may appear to us necessary that she be confronted with, when the case can be cleared up To send the Sirkar's kamdars there repeatedly, without any satisfactory result, will never bring the affair to light We are prepared to do further whatever your Highness may deem advisable

(signed) *Meer Surfuraz Ali* (in Persian).
Gopall Row Meirall.
Trimbuck Shastree Munohur.
Bapoo Mural Shastree

(True translation)

(signed) J T Jameson, Assistant Commissioner.

Translation of Copy of a Goozeratte Diary of Proceedings held before *Trimbuck Shastree Munohur* and *Bapoo Mural Shastree*, on the 3d Badruwa Sood, Sumvut 1904 Received at the Residency, 5 September 1848

To-day an order was given to us, in the way of a punch, by the Guicowar Sirkar, to go and take the deposition of Larbaee, wife of Bhana Kandass, upon which we both proceeded in the course of the afternoon to the house of Dadjee Kaka, in the Row Poora, where she is now residing Before we arrived, a jemedar of the Resident's, named Bhuwanee Sing, had come there The jemedar, we two, and a carkoon, then went in to Larbhaee. The jemadar told us that it was the Resident's order that, after we had taken Larbhaee's deposition, we should permit her vukeel to take a copy of it He (the jemadar) then told Larbhaee that the Guicowar's authorities (Adikaree) had come to take her deposition, and that she and her husband had better sit down together, and she give her evidence At this time she was sitting near Joitabhaee, whom we told to sit at a distance, when she said, "I shall sit near, and so shall Rugoo Bhoy; without that, how can you take my mother's evidence?" We then told her that we had already taken her deposition, and that she must sit at a distance till we had taken her mother's, your father Bhanabhoy may remain near, Bhanabhoy said, "I won't stay alone with her; unless my people are allowed to remain, the evidence won't be given. If you take it without my people being near, my wife will say one thing, and you will write another" We then said to Bhanabhoy, you may write down the answers that Larbaee gives to our questions, and give them to us afterwards Bhanabhoy said, "Unless my people are allowed to remain, the evidence shall not be given." Roogoo Bhoy then observed, "Bhanabhoy cannot write properly, how can he take down the answers?" We replied to this, "Why, Bhanabhoy was for many years the mehta (accountant) of the villages of Ambeeara and Puluswadoo, and of course must have kept the accounts there" Rujubhoy then said, "That is quite a different thing, this is a Government affair, for which reason he

is unable to write it" We after this, several times, requested Joitabhaee to go and sit at a distance, when she said, "Who of our party will then remain near? If you will tell me that, I will sit apart." We explained it to her several times, but she did not mind us. After this, Rugoo Bhoy said to Joitabhaee, "If they request you to sit outside, do so." After Joitabhaee had retired and sat apart, we told Rugoo Bhoy to do the same Rugoo Bhoy said, "What harm is there in my sitting near? I will remain, but will say nothing" We then said to him that it was the Sirkar's orders to take Larbaee's evidence with only her husband Bhanabhoy seated near her Larbaee then observed, "That the evidence she would give would be before God, and the truth, to whom both parties are the same (complainant and defendant)" We then told her that we would write only what she stated Rugoo Bhoy then said, "You will not allow any one to sit by, this is not justice" We asked him what objection he had to sitting outside He replied, "What harm shall I do by remaining?" While disputing in this manner, Bhanabhoy said, "If you won't allow my people to be present, I won't either". On saying which he got up, and went out, while Rugoobhoy continued sitting, Larbhaee then said, "If you won't allow Rugoobhoy to remain here, then let his nephew Purbhoo Dass sit near me" We then said, "What reason is there for any one else sitting but Bhanabhoy?" Rugoo Bhoy then got up, and went out, and called Bhanabhoy, who returned with him, his nephew Purbhoo Dass, and one or two others, and sat down again The Resident's jemadar then said to Bhanabhoy, "The Sahib has ordered you to sit near to Larbaee, and take down her deposition as she gives it, and after it has been given, hand it over to your carkoon to be copied, there is no order for any one else sitting near" On saying this, the jemadar went away All the circumstances occurred in his presence, and he said he would report them to the Sahib the following day at 10 o'clock. After this, we and some others continued sitting there. There was a curtain fastened up, behind which there were two persons, one the brother of Bhanabhoy's gumashta, but the other I could not recognise These two evidently tried to remain concealed behind, for when we perceived them, they got up and came out We three times explained our orders to Larbaee and Bhanabhoy, but they did not heed us, and continued giving this one answer, that unless Rugoo Bhoy or his nephew Purbhoo Dass were allowed to remain, no deposition would be given We told Larbhaee, "You are ordered to sit near Bhanabhoy while giving your deposition, and yet you say that Rugoo Bhoy or his nephew must be near you. We will report the circumstances to the Sirkar, and as they order, so shall it be done" Larbhaee replied, "Very good"

These are the circumstances of the case, of which this is a correct summary Date as above.

(signed) *Trimbuck Shastree Munohur.*
Bapoo Meiral Shastree

(True translation)

(signed) J T. Jameson,
Assistant Commissioner.

(B) 23.

TRANSLATION of a Yad from the Resident to his Highness the Guicowar, No 927, dated 4 September 1848

HAVING been informed that upon the occasion of the kamdar on the part of the Guicowar Sirkar attending at the quarters of Bhanabhaee, for the purpose of taking the deposition of Larbaee, the wife of Bhanabhai, in the pending abduction case of Joitabee Settanee's son, and it being considered necessary that at the taking of such deposition no other person be present but the husband of the deponent, that the said Larbaee objected to give her deposition unless a mehta on her part was permitted to be also present, and subsequently to which, on the 1st September 1848, a goomasta on the part of Joitabaee having attended at the Residency, he was informed that it was very improper on the part of Larbaee to refuse giving her deposition before the Guicowar authorities because a mehta was not permitted on the occasion to be present with her husband, upon which he consented to Larbaee's giving her deposition as requested, and he was desired to attend before his Highness and intimate the same This day a yad has been received from Joitabaee Settanee, enclosing one to the address of his Highness the Guicowar, in which it is stated that her goomasta attended for two days with the enclosed petition, for the purpose of presenting it to his Highness, but was prevented doing so, consequently, the said petition to the address of his Highness, and copy of Joitabaee Settanee's yad giving it cover, are herewith transmitted, from which his Highness will become informed of all the particulars, and it is requested that for any impropriety Larbaee may have been guilty of, she may be forgiven This course the Resident considered advisable, and he further recommends that the purport of Joitabaee's petition, that the Guicowar's officials should be directed to go to Larbaee's house and take her deposition, be taken into consideration, which opinion he begs to submit to his Highness

Written 4 September 1848

(signed) *J. Outram*, Resident.

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TRANSLATION of Original Goozerattee Yad from *Joitabaee Settanee*, Widow of Bechurbhaee Samuldass, to the Resident, Baroda, dated September 1848

I BEG humbly to represent that you, yourself, in person, ordered me to go and state my case to his Highness the Guicowar. Accordingly, on the 2d of the current month I sent a yad, at about 10½ A. M, with my carkoon, to his Highness, who remained at the Durbar all day, and until two or three hours after sunset, but no one received the yad The carkoon told Bapoo Shastree and several others that none of the "japoos" would receive the yad, and therefore requested him to take it and deliver it to the Maharaj; he told also Gopal Row, Meiral, and others, who were sitting near his Highness, but they, after considering the matter, refused to take it, and in this manner, all replied to the same effect, that they would not take it The following evening I again sent the same yad to the Durbar, when Bapoo Shastree, after making several remarks, threw it away, and said "Your yad won't be received" The carkoon having no other alternative, brought the yad back to me, for which reason I am now compelled to represent to you, most humbly, that owing to partiality to my opponent, my complaint will never be heard or justice administered in the Guicowar's court I beg you will point out my fault if there is any, for I sent a yad to the Sircar, agreeably to your orders, which yad is now enclosed with this to you. After giving them your due consideration, I beg that you will write and desire me to do whatever may appear to you right and proper, and no one is better able to do it than yourself.

The sign of *Settanee Joitabaee*,
and written by Bhanabhaee Kandass.

Endorsement on the above.

Copies of the above yad and its accompaniments have been sent along with a yad, dated 4th September 1848, No. 927, to his Highness the Guicowar.

Baroda Residency, dated as above (signed) *J. O.*

(True translation)
(signed) H. Jameson, Assistant Commissioner.

(B) 24.

TRANSLATION of a copy of a Yad from the Resident, Colonel *Outram*, to the Guicowar, dated 6 September 1848, No 934

IN reply to a yad from the Resident, dated 24th August 1848, No 886, requesting that as Larbaee was ill, the Guicowar's officials be sent to her residence in order to take down her deposition in the case of the complaint made by Joitabhaee Settanee, widow of Parukh Bechur Samul, regarding her son, a yad, with two enclosures, dated 4th September 1848, was received from the Durbar, stating that although in accordance with the above, kamdars went to her abode, yet she raised the objection that her goomashta must sit near her at the time, and thereon gave no evidence Before the receipt of the above yad, one dated 4th September 1848, No 927, had been despatched from the Residency to the Durbar, to the effect, that if Larbaiee had committed any fault, it was thought desirable that his Highness should pardon her, and send the kamdar to take her deposition. It is therefore to be hoped that his Highness will take into consideration the purport of the above yad, No 927, which is the reason of the Resident now writing to him on the subject.

(signed) *J. Outram*, Resident.

(True copy.)
(signed) Hurree Appajee

(True copy)
(signed) M. Battye, Assistant Resident.

(True translation)
(signed) H Jameson, Assistant Commissioner.

(B) 25.

TRANSLATION of an Original Yad from his Highness the Guicowar to the Resident, dated 17 Sawal 1904, or 16 September 1848

FOR the purpose of taking Larbaee's deposition, kamdars were sent to her residence, but she, instead of giving her deposition, commenced an altercation with them, on which the kamdars returned The particulars which transpired on the above occasion were embodied in a yad to the Resident, dated 5th Shawal, Sumwut 1904 (4th September 1848) A yad has just been received from the Residency, No 934, dated 6th September 1848, stating, "that any impropriety Larbaee may have been guilty of, she should be forgiven, and that the kamdars should be again sent to her abode to take her deposition On this subject a yad was formerly sent, numbered 927, from the Residency" With reference to this, when a person on the part of Joitabaee attended with a petition, he was informed that Bhanabhaee, the father of Joitabaee, should wait upon the Sircar, and represent anything that he was desirous of communicating, and also present the petition himself He was told on two successive days to act thus, notwithstanding which, he never made his appearance, and since then he has presented a petition to the Resident, in the name of Joitabaee, containing false statements This is very improper behaviour on his part, which the Sircar ought to take into his consideration The purport of the above was contained in a yad presented to the Sircar, by Meer Surfuraj Ali, Gopal raw Meiral, Trimbuck Shastree, and Bapoo Shastree, a copy of which is herewith transmitted, on a perusal of which the Resident will be made acquainted with the circumstances Agreeably to the request of the Resident, kamdars were sent to the residence of Larbaee for the purpose of taking her deposition, with whom she entered on an altercation, and gave none, upon which they returned, and although Bhanabhaee was told to wait personally on the Sircar, and communicate what he had to say, yet he failed in doing so, and now makes false representations to the Resident What sort of behaviour is this of his? From this it appears to be his intention to delay the settlement of this matter, and to engender doubts in the mind of the Resident, and thereby to cause unnecessary correspondence between the two Sircars For this reason his Highness now writes to suggest to the Resident, that as Bhanabhaee does not attend to the orders of the Sircar, but acts in direct opposition to them, how can it accord with the rules in force in a Sovereign Government to send kamdars from time to time to take his wife's deposition? The Resident is requested to give this his best consideration It appears to his Highness now desirable, that as soon as Larbaee recovers from her indisposition, that she present herself, and give her deposition in the presence of the four kamdars, and that her husband, Bhanabhaee, be seated near her during it But if it still be the Resident's desire, Trimbuck Shastree and Bapoo Shastree shall be sent to her abode to take her deposition His Highness, however, begs that the Bombay Government may be written to, and made acquainted with the fact how these individuals have acted in direct opposition to all the Sircar's orders as above related

Endorsement on the above

In reply to the above, a yad, No 981, dated 18th September 1848, was forwarded to his Highness the Guicowar, directing that Trimbuck Shastree and Bapoo Shastree be sent to Larbaee's residence, and that her deposition be taken by them, and that the proceedings be quickly brought to an end, and that a written account, with all the documents and papers of the case be sent in to the Residency

(signed) *M B*

Baroda Residency, dated as above

TRANSLATION of Copy of a Yad from the Arbitrators (Punch) *Meersufuraz Ali*, &c, to his Highness the Guicowar, dated Badrapud Sood 10th, Sumwut 1904

Two yads, Nos 927 and 934, were received from the Residency by the Sircar, stating that, "the kamdars of the Sircar went to the abode of Larbaee, the mother of Joitabee, to take her deposition, and she refused to give it, notwithstanding this, the Resident thinks it advisable that she should be pardoned, and that the purport of her petition be considered and the above-mentioned kamdars be again sent to her abode to take her deposition, this is his advice, &c," accompanying these two yads was one from Joitabaee Settanee, and also a packet to the address of his Highness We were ordered to explain the matter, and with reference to these, beg to state, for your Highness's information, that Joitabaee Settanee writes in the accompanying enclosure, that her goomasta went to the Sircar to deliver a petition, and that he requested Bapoo Meiral Shastree to present it to your Highness, but he would not receive it, and that again, the next day, he, the goomasta, took the same petition a second time, but the Shastree again refused to receive it, and threw it away This is the purport of her complaint With reference to this, we beg to state, that the Settanee's goomasta came with a petition to the Wadda palace, on the night of 5th Bhadrupud Shood, and said to Bapoo Shastree, "I have brought a petition from the settanee, be pleased to deliver it to the Sirkar" On this the shastree replied, "Give it to a sircaree (jasoood) messengers Afterwards, when your Highness went up into the Mandva kucherie, the goomasta went there also On Bapoo Shastree's representing the circumstance, an

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order was given, that if the settanee had any petition to present, she must send it by her father, Bhanabhaee, when it would be received The above-mentioned Shastree gave this message to the goomasta The next day, instead of Bhanabhaee's bringing the petition, as directed by your Highness, the goomasta again appeared with it, when he was told at once, "According to the order given to you yesterday, Bhanabhaee must bring the petition."

He then commenced an altercation, and afterwards went away Notwithstanding the above order given to him, Bhanabhaee has never presented himself, but on the contrary, coins all manner of stories, and writes and represents whatever comes into his head There was nothing to prevent Bhanabhaee's bringing the settanee's petition as he was ordered. From this, it appears that he is tutored by evil advisers, and thus adopts improper courses. We therefore beg that your Highness will give this your best consideration, and write and acquaint the Resident with it We formerly sent in a yad to your Highness, with a detail of all these particulars, and we will further act in the matter as your Highness may be pleased to order

(signed) *Meer Surfuraz Ali* (in Persian)
Gopal Row Meiral
Trimbuck Shastree Munoher
Bapoo Meiral Shastree

(True translation)
(signed) H Jameson, Assistant Commissioner

(B) 26

TRANSLATION of Copy of a Yad from the Assistant Resident in Charge, *M Battye*, to his Highness the Guicowar, dated 18 September 1848, No 981

IN reply to a yad from the Residency, No 934, dated 6th September 1848, another, with an enclosure, was received from his Highness the Guicowar, dated 16th September 1848, stating that in the case of the complaint of Joitabhaee Settanee, widow of Parukh Behchur Samul, regarding her son, in which the evidence of Larbaee was alone wanting, that if the Resident wished it, that Trimbuck Shastree and Bapoo Shastree should be sent to her abode to take her deposition The above intimation of his Highness's concurrence, that the Shastrees be sent to the house of Laibaee to take her deposition, which is in accordance with the suggestion of the Resident, contained in his yad, No 934, is highly approved of It is therefore requested, that as soon as you have taken the deposition of Larbaee, that you will quickly bring the investigation of the present case to an end, and then write, and acquaint the Resident with all the particulars connected therewith

(signed) *M Battye*,
Assistant Resident in Charge.

(True copy)
(signed) Moro Hurry Karkoon, Baroda Residency

(True translation.)
(signed) J T Jameson, Assistant Commissioner.

(B) 27

IN a yad from the Resident, No 981, dated the 18th September 1848, to the Durbar, it appeared to be his (the Resident's) desire, that Trimbuck Shastree and Bapoo Shastree should be sent to the abode of Lardbaee to take her evidence on the subject of the complaint made by her daughter, Joitabaee, wife of the late Parukh Behchur Samul, regarding her son According to the above (yad) request of the Resident, Colonel Outram, the Sirkar (Guicowar) gave the necessary order, and Trimbuk Shastree and Bapoo Shastree went to the abode of Larbaee, who on questioning her, she refused to give any direct answers, saying that her complaint had gone on to the Bombay Government, and until her demands were complied with by them she would give no answer In this manner she spoke, and addressed very improperly the above individuals, who took and brought notes of her replies, copy of which is herewith enclosed This appears a very suspicious case Larbaee is the complainant, and when questioned she answers in a very improper manner. If she had answered the questions put to her it must be apparent to the Sircar that the affair would have been cleared up It is necessary that stringent orders be given to her, that she only answer the questions put to her, and that in a correct manner and of herself, because in cases of evidence, unless the person questioned reply of his or her own accord, no satisfactory information can be obtained In the manner above recommended Larbaee's evidence must be taken, when a comparison of its facts and heads can be made with that of others, and the whole circumstances

circumstances being fully understood, they will be clearly explained for your information Larbhaee up to the present time, upon one pretence and another, has not furnished her evidence, so that the affair is at a perfect standstill Having taken the above into consideration, Larbaee must be directed to reply in a proper manner, and not to speak disrespectfully in the presence of the kamdars, for it appears from her present conduct and conversation, that, unless such be done, no information can be extracted from her, and how then can the particulars be found out? Frequent orders have been received by us from the Sircar to make and send a written investigation of this matter quickly, but we are perfectly helpless in the affair We request that the Sircar will issue the orders we have above recommended, when we will act up to them

Ashwun Shood 5th, Sumvut 1905 (signed) *Meer Surfuraz Ali* (in Persian)
Gopal Row Meiral
Trimbuck Shastree Munoher
Bapoo Meiral Shastree

TRANSLATION of Original Yad from the Guicowar's Court to the Resident, Baroda, dated 5th Ashwun, Sumvut 1904, or 5 October 1848.

A YAD was received from the Residency, dated 18th September 1848, No 981, requesting his Highness the Guicowar to send the two Shastrees to the abode of Larbaee, to take her deposition Agreeably to this request Meer Surfuraz Ali and Gopal Row Meiral were directed to send the kamdars to the residence of Larbaee for that purpose They sent Trimbuck Shastree and Bapoo Shastree to her house to write her evidence, but she, instead of answering the questions put to her, commenced contesting and disputing, and said she would not reply to their queries When they could not succeed in getting her deposition, they returned, and presented to the court a statement of what had occurred, and a copy of what part she had deposed, copies of both of which papers are herewith forwarded for your information Up to the present time, Larbaee, by every possible pretence, endeavours to delay the settlement of the dispute, and talks in a most improper style, with which you have already been made acquainted, but as yet you have not done me the favour of warning her, as to her conduct, in severe terms Further, Joitabaee under the pretence of her mother, Larbaee, being ill, has gone to her house, and has remained there for two or 2½ months without returning, regarding which letters have been constantly passing, and casting something like imputations on the Guicowar Sircar, consequently, both Larbaee and Joitabaee, at the advice of others, refused to give any answers to the questions put by the kamdars. After considering the above circumstances, I hope you will send a full and clear account of it to the Bombay Government, and request that they will give orders that Larbaee be examined according to the custom used with females, and that she be made to give proper and distinct answers to the questions put to her Joitabaee has been for 2½ months residing with Larbaee, which is not at all in accordance with the customs maintained in the establishment of Hurree Bhugtee Parukh, it is therefore requested that stringent orders be issued for her immediate return to her own house

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TRANSLATION of Memorandum attached to the above, and dated Monday, 9 October 1848

IN the case of Joitabee, wife of Samul Behchur Parukh, regarding her son, the Guicowar Sircar took the evidence of Larbaee, wife of Bhanabhaee, a copy of which was sent by his Highness the Guicowar, accompanying the yad, dated 3d October 1848, No 981, to the Residency On which Bhanabhaee Khandass was summoned to-day to the Residency, and the copy of Larbaee's deposition read and explained to him, and on his being asked if it was correct, he replied that it was Afterwards on his being asked why Larbaee did not answer the questions put by the Guicowar officials as therein stated, he and his vakeel, Rugoobhaee, replied, that a petition had been sent in to the Bombay Government on that matter, and that until some settlement or adjustment was made accordingly, that Larbaee would neither mention the names of any of the witnesses, or state all the circumstances of the case, because the witnesses, after having given evidence in favour of the defendant, Baba Nafra, will not be inclined to depose the truth in favour of us If the Guicowar investigates the matter in our presence, we will relate the whole circumstances, and will now mention the names of the witnesses in your (the Resident's) presence Upon which they were told by the Resident, that as Larbaee did not detail the circumstances in the Guicowar's court as she had agreed to do, the proceedings consequently remaining incomplete, had not been forwarded to him, and that their party was the sole cause of the delay, for which reason it is his (the Resident's) intention to write to the Government, and recommend them not to interfere in the matter On inquiring how Larbaee was, they said quite well, on which they were informed that Joitabaee must return to her own house, and that in two or three days an order would be issued to that effect

(signed) *M B*

(True translation)
(signed) J T Jameson, Assistant Commissioner

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TRANSLATION of Copy of Goozeratee Deposition of *Larbaee*, Wife of Bhana Kandass, taken 14th Bahdurwa Vud, Sumbut 1904, dated 26 September 1848.

LARBAEE states that she is the wife of Bhana Kandass, a Hindoo of the caste of Ladvaneea, is about 36 years of age, an inhabitant of Baroda, and now lives in the house of Dhakjee Kaka, in the Row Poorah, and she now by order of the Government gives her deposition in the presence of Trimbuck Shastree Munohar and Bapoo Meiral Shastree, and will only state the truth

Question 1 You sent petitions to the Bombay Government, and to the Resident, in which you stated that the carkoon, of the firm of Hurree Bhugtee, Baba Nafra, forcibly carried off the son of your daughter Joitabaee, by name Motee Lal, and gave him to a cooly, further, that he caused your daughter and husband to be imprisoned, copies of these petitions have been received by the Sircar, regarding which you are now questioned First state all the circumstances connected with Joitabaee's having a son, and regarding Baba Nafra's abduction of it?—*Answer* I sent petitions to the Bombay Government, and to the Resident, in which every particular is stated They were in the habit of taking Motee Lal, the son of my daughter Joitabaee, every day out for an airing in a palanquin, and on one occasion sent him in the palanquin to my house The same day the Sethanee was made a prisoner, and having shut and bolted all the windows and doors, they placed sentries at the Gurialee Pole and other places The following day I was informed that they would not permit her relations or any one else to go and sit near her On this I went and stated all the circumstances to the "Bah Saheb," and to his Highness Shree Gunputraow, and what difficulties we were in, I also, through the assistance of Suckaram Pursotum, represented my case to the "Mota Sircar" At that time his Highness Shree Gunput Row sent a message to me, and told me not to be alarmed, that Joitabaee would be released, and that her case would be fully investigated Some days after, in the forenoon, some 40 or 50 men were sent to my house about my dinner-time, who walked all over the premises, and spoiled my dinner which was then prepared They seized the boy Motee Lal, and his nurse Khooshalee, and having put them in a room, made them prisoners Afterwards they also imprisoned Joitabaee's father and my mother-in-law. These sepoys at the same time beat Bhanhabhaee, Joitabaee's father, I was at the time eating my dinner with my abotia on (a silk dress worn at meals), when I jumped up, and went and stood in front of the stairs The sepoys and the Jamadar Seetaram then told me to go up the stairs I replied to the jamadar that if he touched my hand I would appeal to the Gaekwar Sircar, and the English Government as well, against such injustice Seeta Ram Poorbee said, "I will take the responsibility of the appeal on my own shoulders, as these men are the sepoys of the Sircar" On this I began to come down, and several of the sepoys passed me and went up the stairs. I descended to the bottom, and tried to go out, when Bugwan Mujmoodar began to fasten the chain of the door, upon which I cried out from inside the house, "They are beating me," and a lot of people assembled from the outside, from which circumstances he did not succeed in fastening up the chain, which he was trying to do The Arab sepoys then came, and having beaten me, shoved me into the house On this the people of the neighbourhood assembled inside the house, and began to ask them, "Why are you beating a woman?" In the meantime I came out weeping bitterly, and went to the Sircar Waree, and having entered a room near the Udalut, sat down In the right-hand room four or five Deccan people and a Banian, whom I did not know, where I was sitting They asked me why I was weeping, and what I wanted to say to the Shastree. The Shastree was listening at the time They then told me to go to the upper story, and state what I had to say to the Sircar I then went upstairs, and the Sircar, who was at prayers in the temple, heard me weeping, but said nothing to me, he afterwards went up to the (madee) upper story, the people who were there said to me, "The Sircar has heard your case, but says nothing." I then wanted to go up to the "Bah Saheb," but the attendants told me that his Highness had gone to the "Bah Sahib" to get his dinner I then went to the story where the "Bah Sahib" lives, and sat down weeping, and said to the people there that I had had great tyranny exercised upon me, and begged they would inform the Bah Saheb of it, upon which one of them then told me to sit down, and that he would go and report it. Four hours afterwards he returned, and said that no one would hear my complaint, that the "Baba" was all-powerful After remaining (two or three watches) from six to nine hours there, and being very tired, some people said to me there was no use in my sitting there, that the oppression would not be removed I don't know the names of the people who said this to me, nor am I acquainted with them. I then got up, came out, and went to Jambooseer, and got a Banian, a relation of mine, to write in a petition to the Bombay Government A month afterwards I went myself to Bombay, and then sent in three petitions to Government These are the circumstances of my case

2 At the time of the death of Bechurbhaee, how many months was your daughter Joitabaee gone in the family way, and was any inquiry into the matter according to the custom with females made at the time, of any one, and if so, in what manner, and of whom?—My answer to this is, if you make the arrangement I requested in my petition I will reply to your query, and also corroborate what I have to say.

3 Until you substantiate what you have asserted in your petition, the arrangement you require cannot be entered into, will you therefore bring forward the proofs of what you have

have written, or not?—As soon as the Sircar makes the arrangement I require, I will furnish the proofs of what I have asserted.

4. How many months after the death of her husband was your daughter Joitabaee delivered of a son, and when she was delivered, what women were present at the time of her confinement, and who were her nurses, and what was given to them?—When the arrangement mentioned in my petition is made according to my desire, I will both answer your question and furnish proofs; the purport of the arrangement I require will be found in my petition to the Bombay Government.

5. You sent a petition to the Bombay Sircar, regarding the truth of the contents of which it is necessary that we question you; are you ready to answer the questions we put to you, and to corroborate your answer?—The investigation in this matter will take place at the Residency, and if you will then enter into the arrangement written in my petition, I will answer your question, and prove everything. The arrangement I require is this: give me back Motee Lalbhaee; imprison Baba Nafra; take means to prevent the wealth of the firm from being squandered away; have an account taken of what has already been wasted, and let Baba Nafra be made responsible for whatever valuables have been dug out of my rooms, or those of my daughter Joitabaee. As soon as all the above arrangements have been complied with, I will answer all your queries regarding what I have asserted in my petition, and bring proofs to substantiate it; but until this is done, I will neither answer your questions, nor furnish the proofs.

P. S.—Larbaee deposes, in continuation, that when her case is heard in both Sircars (English and Gaekwar's), there will be nothing further to state but what her wakeel will then say.

The mark of *Larbaee*, wife of Bhanhabhaee Kandass,
written by her order by Balabhoy Samdass.

The copy of this deposition has been taken by Balabhaee Samdass.

(True translation).

(signed) J. F. Jameson,
Assistant Commissioner.

(B.) 28.

TRANSLATION of Original Yad from his Highness the Gaekwar to the Resident at Baroda, dated 4 December 1847, No. 909.

IN accordance with the request of the Durbar, the witnesses from the village of Meettapoor, Purgunnah Nudeead, required to give evidence in the suit of Joitabaee Sethanee, widow of Bechur Samul, were sent along with your yad, No. 897, and they were immediately made over to the kamdars by the Sircar. The above individuals have just preferred a petition given it to Meer Surfuraz Alee, Gopal Row Meiral, Trimbuck Shastree, and Bapoo Shastree, that they may be discharged, a copy of which they (the Punch) have forwarded to the Sircar along with a yad. Copies of both of these are now enclosed, for the Resident's information, along with this yad, and it is requested that after taking into consideration the contents of the enclosed papers, he will write and direct that the above-mentioned men of the village of Meettapoor be discharged. If it is found to be necessary to confront these witnesses with any of the other parties, the Resident will be written to hereafter to direct their attendance.

Endorsement on the above.

In reply to the above, a yad, No. 991, dated 17 December 1847, was forwarded to the Durbar, to the effect that if the witnesses from the village of Meettapoor have been examined, it is necessary that their depositions be read and explained to Joitabaee Settanee, in order that she may, if she wishes, cross-examine them, after which they can be discharged.

(signed) *J. Outram*,
Resident.

Baroda Residency.

TRANSLATION of Copy of a Yad from the Arbitrators (the Punch) to his Highness the Gaekwar; dated Kartig Vud 10th (Thursday), Sumwut 1904.

WE have taken the depositions of Thakore Jeetsing, and others of the village of Meettapoor of the Purgunnah of Nudeead, who were sent by the Resident to the Durbar along with his yad, No. 897, to give evidence in the abduction case of the son of Joitabaee Settanee, and whom your Highness sent to us. After which we warned them that they would have to remain until Larbaee returned to Baroda, as it was necessary to confront them with her and the other parties. On this they told us that Thakore Amursing's brother's wife having died, they had certain funeral ceremonies to perform, and also that the grain of their fields was ripe, regarding which they had to make certain arrangements, for which reason it was necessary that they should be allowed 15 days' leave to return to Meettapoor. They also presented a report to this effect.

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We therefore beg to request that your Highness will be so good as to authorise us to permit them to return to the village of Meettapoor. We have told them that as soon as Larbaee returns to Baroda, they will have to appear again to be confronted with her and others. A copy of the report from the Meettapoor villagers accompanies this yad.

(signed) *Meer Surfuraz Ali* (in Persian).
Gopal Row Meiral.
Trimbuck Shastree Munohur.
Bapoo Meiral Shastree.

TRANSLATION of a Goozerattee Petition of *Thakore Jeetbhaee Julumbhaee, Thakore Amursing Hurreebhaee, Jubhaee Hurreebhaee, Rugoonath Nuthoo, Guman Maosing,* and *Rungjee Bheekhabhaee,* Inhabitants of the Village of Meethapoor, Purgunnah Nudeead, to his Highness the Gaekwar; dated Kartig Wud 9th, Sumwut 1904.

YOUR petitioners beg to represent that we were summoned, through the Resident, to appear at the Durbar, whither we repaired and gave our depositions in a true manner, according as we were acquainted with the circumstances of the case. Now when we ask leave to go away, we are told that we must wait till Larbaee returns, in order that we may be confronted with her, and that for that reason we could not be permitted to leave. We therefore humbly beg to state that Thakore Amursing's brother's wife has died, and we want to perform certain funeral rites on her account. In addition to this, the grain of our fields is now ripe, regarding which it is necessary to make certain arrangements. We therefore entreat that you will have the kindness to give us 15 days' leave, at the expiration of which we will again return and wait on your Highness.

(signed) *Thakore Jeetbhaee Julumbhaee,*
And the five others above named.

(signed) *J. T. Jameson,*
Assistant Commissioner.

(C.)

LETTER from Lieutenant-Colonel *Outram,* Resident at Baroda, dated the 31st March, No. 47 of 1851, submitting his Report in the case of Joetabaee Setanee.

Memo.—Copy of this report was forwarded to the Honourable the Court of Directors in political despatch from the Bombay Government, dated the 3d December, No. 91 of 1851. A copy is not inserted in this place, the report being very voluminous.

(D.)

First Charge, 4th Instance.

TRANSLATION of a Yad from *Joitabaee Settanee,* the Widow of the late Parukh Bechurbhoy Samuldass, to the Acting Resident at Baroda; dated 10 April 1849.

THE order of the Resident, No. 271, dated 5 April 1849, which was sent in so kind and considerate a manner, has been received, to which the following brief reply is submitted:

Para. 1. Seeing your wisdom and benevolence, I placed implicit faith and confidence thereon, and felt convinced that, in accordance with the request contained in my former yad, dated April 1849, you would have sent for the parties placed as a guard over me by my goomashta, Baba Nafra, and after having examined them, you would have awarded punishment to the said Baba Nafra suitable to his deserts, and would at the same time have caused the removal of the guards placed over me by the Guicowar Sirkar, and replaced them with Government puttawalas, and thus have afforded me your protection. Instead of acting in this manner, you, kind Sir, send the order above alluded to, which is inconsistent with your wisdom. Nevertheless I cannot allude further to this matter in writing to you; should your benevolence continue of this sort, then I have no hopes of ever obtaining redress.

2. Wherefore the Guicowar Sirkar and my rebellious goomashta, Baba Nafra, both placed guards over me and began to oppress me most rigorously, and to such an extent that my reputation was getting compromised, and my heart was so torn with distress that I thought if God relieved me from the disgrace and annoyance of these guards by death, that it would be a great blessing. With the view of obtaining a release from these sufferings, I was induced to write and submit all the particulars thereof for the information of you, the Resident, my master and protector; but owing to the misrepresentation of some one of the faction of Baba Nafra, the Saheb has conferred a very great boon of justice on me by his decision

decision that my age is tender, that I am in possession of the wealth, jewels, and other property of the firm of Hurry Bhugty; that in the city and country robbery prevails to a great extent, and that consequently the Guicowar has been induced, owing to the high standing and reputation of the firm of Hurry Bhugty, to place guards and make such arrangements so as to counteract this or any other impending evil, and not for the purpose of oppressing me. The Sahib's karkoon, Narrain Chimnajee, came and read and explained the above decision to me, and it is a source of much grief to me that the Guicowar Sirkar shows partiality towards my rebellious goomashta, Baba Nafra, and permits him to squander away lacs of rupees of my property. Further, this Baba Nafra has abducted my son, but has adopted such precautions that there is no ascertaining his whereabouts. Upon this subject my mother had presented several petitions to the Bombay Sircar; one of which, dated 2d August 1847, had been referred to the Residency, and upon that of the 21st December 1848 an endorsement had been entered underneath by Government, to the effect that "it should be presented to the Resident." In obedience to this order, on the 6th March 1849 I sent it in to the Resident along with a yad, in which were embodied the various accounts of oppression perpetrated against me, but the Sahib paid no attention thereto. In the same yad of the 6th March I further requested the Sahib would come in person, and note with his own eyes the sufferings I was subjected to from the fact of the imposition of these guards, and the want of funds to meet my expenses. However, you did not think fit to comply with this, but came to the above conclusion, which appears to me most extraordinary, because by doing so you have entangled the party to whom it was necessary to afford your support in difficulties, from your putting credence in the statement of the Guicowar Sirkar, which you ought not to have done.

3. You have written in your letter that I am very young, and it would appear that the Maharaj has placed these guards to protect me. Now with reference to this I would beg the Sahib Bahadoor to bear in mind that two years ago I was younger than I am at present, and at that time my rebellious goomashta committed various oppressions upon me, forcibly abducted my son, Motee Lall Bhoy, plundered my father's house, imprisoned me and others, while the Guicowar Sirkar afforded this lawless man the utmost partiality, and gave me no protection. At the present time I am residing with my parents, where, from the statement of his Highness or the representations of his vakeel, you write that guards are placed for my protection; but it was incumbent on you before writing this, to have considered and borne in mind the purport of the papers formerly sent in on the subject, when the fact would have been at once apparent, that I left my own house with a single suit of clothes, which circumstance I have brought to the Resident's notice frequently; and further, this villanous Baba Nafra, previous to putting into execution the acts of oppression which he had then in view against me, came to me, and under the plea of requiring them for the use of his daughter, borrowed my jewels, which he has never returned to me, but on the contrary, related quite a different story of the affair to the Maharaj, which is the reason of his writing to you that I am in possession of all the jewellery of the firm of Pureekh Hurry Bhugtee. But why do you not institute an inquiry into the matter? It is not becoming a wise Government to listen to the false representations of the Guicowar Sircar. I am helpless. The Baba has blinded the judgment of the Mahraj by casting the veil of avarice before his eyes, and induced him to believe that I possess no right to the jewels of the firm of Hurry Bhugty; but it is incumbent upon you to make yourself acquainted with the rights and usages of the world in such cases. It is well known to every one what power the Guicowar Sirkar possesses to protect the interests of the sowcars and others, but I am unable to attempt the relation of such a matter. A person in Government employ has taken the part of the individual who has brought about the waste of my wealth, the ruin of my good name, and compromised the lives of my people, and at this person's instigation the Mahraj has been induced to misrepresent facts to you. I will adduce two or three examples to prove to you in what manner the Mahraj protects the interests of those under him. The firm of Ruttonjee Kandass formerly was always in possession of floating funds amounting to some 40 lacs of rupees, besides jewellery and the money out in business, whereas now since it has been taken under the protection of the Maharaj, it cannot boast the possession of 40 rupees.

4. You state in your letter that robbery prevails to a great extent in the city and country, for which reason the Maharaj has placed guards over me to protect my interests. Now both in the city and country there are many people of tender age possessed of more or less wealth, and many of very great repute; let me ask if the Maharaj has ever placed guards over any of them, which circumstance you ought to bear well in mind. You further write that the guards were placed owing to the great repute and respectability of the firm of Hurry Bhugty, but if it was really the Maharaj's intention to uphold the name of Hurry Bhugtee intact, then he would at the time Baba Nafra committed his oppressive acts, have instituted a strict inquiry into the case in a suitable manner, and it would have been at the same time imperative upon him to have sent one of his people to protect both me and my son. Even the patell of every small village makes arrangements for the protection of those under him, while the Maharaj, who is sovereign ruler of all Goozerat, refuses to listen to my complaint. You further write that it does not appear to you that the men placed over me are put there to inconvenience me. On understanding this, the purport of your Honour's writing, the following thought suggested itself to my mind: that the only place to obtain justice in this world is at the hands of the Honourable Company; and that the Sirdar of that Company, the lawful administrator of justice, possessed of wisdom and judgment, should write in this manner, is completely beyond my comprehension. It was very proper and correct that you sent your carkoon to read and explain your order to me, because the Maharaj's Jassood

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Gungajee said in his presence (the Carkoon Narrain Chimnajee) that he had the Maharaj's orders to sit close to where the Settanee sat, and to accompany her whenever she walked about in her house. Be pleased to consider at this point whether the above ought to be termed imprisonment or protection of my interests, and whether it is the custom in the house of the Maharaj, in utter disregard of the reputation of a great family, to commit such a disgrace upon them, or is he permitted alone unjustly to oppress me? This circumstance should have your mature deliberation.

5. You have written that it is very unbecoming of me, at the advice of wakeels and other interested parties, to give the Government so much trouble. With reference to this I beg to observe, that interested parties are to be found in every quarter of the globe, and no world ever existed without them; and further, I beg to state that I act by the evil advice of no one, and I have no person in my employ who could be guilty of giving me such. The men I have employed in this case are good and respectable people. You should also take into your consideration that besides the Resident, I have no one to whom I can represent the tyranny I have been subjected to, which, if you do, the idea will at once be dispelled from your mind that I am entailing trouble upon you.

6. For the upholding of the great respectability of the firm of Hurry Bhugty, the Maharaj Sirkar has adopted the strange precaution of placing guards over me, and thus imprisoning me. I came to my mother's house at the Dhakjee Wadda with a single suit of clothes, and when I sent my people the next day to bring away my clothes from the house, they would not allow them to be taken; but let this matter give no one any trouble; in my house lacs of rupees are expended, from which thousands of people derive their subsistence; notwithstanding this, up to the present time I have not received so much as a half a seer of flour therefrom. Under the government of the Company the greatest criminal is allowed a meal within the 12 hours, which is deserving of the Maharaj's attention, but he does not give it the slightest thought. The partiality of the Maharaj towards the Nafra is great, and he therefore pays no attention to so just a claim as mine. I formerly wrote to you for a sum to be granted to me from my firm for my expenses, to which I received a reply on the 30th December 1848, that you could not sanction the disbursement of the sum mentioned in my yad. Now I did not want the disbursement in question to be made from the Residency treasury, and you did not write to the Bombay Government to obtain their sanction to a sum being granted me from the firm, but refused my prayer at once. The Government having pledged their word to the Dewanjee people, afforded them every assistance. The same binding arrangement in the shape of Government guarantee is also secured to me, and what possible hitch could there be to prevent your sanctioning for my own expenses a sum of money from my own wealth. It is solely owing to my evil destiny that at the present time no Sirkar will direct his attention to the due administration of justice; but if I am reduced to distress from the want of funds, the shame and disgrace thereof will be yours.

7. I beg, kind Sir, that you will give your greatest attention to what I am now going to write. My ancestors obtained the Government guarantee from the Company Sirkar principally for this reason, that the usages of the Mahratta Durbar were not always to be depended upon; from which the ruin of them or any of their descendants, by oppressive treatment at any future period, was by no means an improbable event; and they thought, from the protection of the renowned Government, they might guard against this, and they therefore sought and obtained the said guarantee. But the protection thereby secured to me, in the subject of the oppressions which have been practiced towards me, has, it would appear from what you have written to me, been completely cast on one side. It is well known to the whole world that my son was forcibly abducted, and yet these very people still persevere in their oppressive treatment.

8. You, kind Sir, have stated in your reply to my letter, that an order was shortly expected from the Bombay Government, but after so writing, you completely cast on one side the circumstance of the removal of the guards placed over me by the Sirkar, from which Baba Nafra and others composing the rascally clique have become so rejoiced, and imagine that you have written to the Bombay Government to withdraw the guarantee, and that an order to that effect will shortly come, after which, as they now enjoy the protection and favour of the Guicowar Sirkar, they will have no fear of the consequences, and that the time is fast appearing when they will be able to confine the settanee in a dark room, as they did formerly. Well and good; if such is to be the result of my petition to you, then indeed I am helpless. One circumstance gives me great anxiety; you say that my case is before the Bombay Government, and a decision thereon may be shortly expected. Now Colonel Outram intimated to me that my mother had not given her deposition, to enable the case to be referred from the Guicowar Court to the Residency, and that consequently the proceedings were at a standstill and unfinished, but that when she had given her evidence, and the proceedings were closed and forwarded to the Residency, at that time he would listen to all that I had to advance, and afterwards decide upon the case in a proper manner. On this my mother gave her deposition, but I am completely in the dark as to whether the proceedings have ever been received at the Residency or not, and you now tell me that the case is before the Bombay Government; it is therefore necessary that you inform me clearly on this point.

9. The Bombay Government had written to the Maharaj to remove this evildoer, Baba Nafra, and other men, from the offices that they held, and it does not appear that the said Government did so to further their own interests, but merely to preserve the friendship which exists between the two Sirkars. Notwithstanding this, should such evil-disposed parties,

parties, as there referred to, at the present time, feel disposed to murder a person like me, the Guicowar Sirkar would ask them no questions in the matter. I therefore beg that the Resident will inform me whether Baba Nafra is permitted to commit murder with impunity, and if any order from the Bombay Government, or any late Resident, was ever granted to that effect, that you will kindly transmit the same to me, in order that I may thereon cease all further applications for redress.

You should be pleased to pardon me for giving you all this trouble, which I have done solely because you appear to be ignorant of the usages obtained in the Guicowar's Government and among their people, and also of the customs of the country, which is, I trow, the reason that I have failed in obtaining redress. I have therefore imposed all this trouble upon you, that you might be made acquainted with all the particulars, and that these intrigues might meet with their just deserts, and my sorrows be removed.

Dated 10 April 1851. (signed) *Bhanabhaee*, for Joitabaee Settanee.

P. S.—The above yad had been prepared, signed, and got ready for the transmission to you, when, through your kindness, the Puttawalla belonging to the Neyadiesh and the Jassood, both of whom had been placed as guards over me, got up and went away, which circumstance I beg leave to inform you of. In a former yad to you I solicited the favour of a Puttawalla being allowed me from the Residency, which indulgence I beg the Resident will kindly sanction, and give the necessary order for it to guard against any obstruction being offered to my going to and coming from my house, or while remaining inside it.

This is my petition.

Dated Chuiter Vudh 4th, Sumvut 1905 (Wednesday, 11 April 1849).

(signed) *Bhanabhaee*, for Joitabaee Settanee.

Endorsement on the above.

A small portion of this petition, about three paras., have been perused, and as very low and unbecoming language appears therein, the Acting Resident considers that it is written in a highly improper manner. In addition, it contains many improper and disrespectful allusions to his Highness the Guicowar, for which reasons it is returned without having been wholly perused. When a petition written in a correct style is presented, it will be read.

Baroda Residency, 11 April 1849.

(signed) *P. T. French*,
Acting Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(D.) 2.

First Charge—Fourth Instance.

TRANSLATION of Original Goozrattee Petition from *Joitabaee Settanee*, Widow of Sett Bechurbhoy Samuldass, and Heiress to the Wealth and Property of Hurry Bhugty, to the Acting Resident; dated 20 April 1849.

BABA NAFRA and his party, relying upon the support extended towards them by a certain influential and great personage, have subjected myself and my people to the greatest oppressions, the particulars of which, at the time of their occurrence, have from time to time, been brought to notice in petitions; and a respectful solicitation made that the case of your petitioner and others might be duly investigated, according to the mode suggested in our petitions, and such suitable redress awarded to us as the circumstances demanded, and by which the wish of our hearts might be accomplished. For the last two years I have been sending in petitions to the Residency, the Bombay Government, and the Guicowar Sircar, and stating the circumstances of my case, and without acting in disobedience to the Resident's orders. But to the present time the road leading to what is called justice has not been discovered; while your petitioner, on the contrary, has been menaced, and had threatening orders sent to her, and the purport of her petitions entirely disregarded. I cannot comprehend how the road leading to justice is thus abandoned, and orders of this description given. I have, therefore, little or no hopes of ever obtaining my wish from representing my case to you. Nevertheless, I beg to submit the following particulars for your information:

Para. 1. On the 21st December I sent in a petition to the Governor in Council, informing them of the particulars of my case, and in accordance with the order endorsed thereon by Government on 25th January 1849, and which was forwarded to me, I on the 6th March presented a yad to you, in reply to which, on the 8th March, you sent me an order to the effect, that the Bombay Government had been written to on the subject, and upon the receipt of their decision the purport of it would be communicated to me for my information.

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With reference to this I beg to state, that up to the time of Colonel Outram's departure hence to Bombay on the 21st December 1848, I had informed him of all the particulars of my case. After which Mr. Battye, who was acting in charge of the Residency, sent for my father and karbaree, who thereon personally attended upon him; when my karbaree, complying with the orders of that gentleman, gave him information on several particulars. On being summoned a second time he again went, and at his request afforded him additional information. In the mean time you arrived, and an interview took place, upon which occasion Mr. Battye gave a short account of the affairs to you, and some conversation thereon ensued. After this you sent for me, and I gave in a written account of all the particulars of my case up to the departure of Colonel Outram, when you, without making yourself acquainted with all the details, or instituting the inquiry it was incumbent upon you to have done, wrote to the Bombay Government; and on the receipt of their reply communicated with the Guicowar Government, but what was the purport of these communications you best know. However, on Monday, the 12th of Maha Vud, you summoned my father and Kamdar, and explained the order to them. Now, if you had been desirous of obtaining a decision in this case, you should, previously to writing to the Bombay Government, have inquired of my kamdar regarding the above particulars, and after making yourself acquainted with them, have revolved in your mind as to the necessity of writing or otherwise, which you did not do, but (supported) the persons who have committed such oppressions upon me; principally Nafra, and his supporter Guneshpunt, the Guicowar Sircar's kamdar, and even the Guicowar Government itself. Further, the above-mentioned Gunneshpunt is the father-in-law of Baba Nafra's daughter, and he is at the present time in charge of the (Guicowar's) affairs, and he is likewise related to Nursoo Punt. From these circumstances, I feel convinced that all that I have written to you has been suppressed in the same manner as was done in the case of Shett Koopulchund, the Shastree, and others, from whom written agreements were extracted to abide by the decision of a punchayet to be assembled at the Residency, and afterwards a punchayet composed of members biassed to one party was called together. In this manner these parties appear to have written to you, and brought forward such examples to persuade you to have the present case similarly adjudicated. This case is of two separate kinds, from which it is quite clear that these people have written in, and misinformed you, without giving both sides of the matter their consideration. Cherisher of the poor! when in order to make the matter clear to you I endeavour to explain it, and pray that accordingly to your orders, and as you yourself may deem proper, redress may be awarded according to the rules of justice, you became very angry, and imagine that your orders are not respected. Through helplessness and fear I complied with your order, and I wrote in a yad to the Guicowar Sircar, to which no attention was paid; but an answer sent to the effect that it was out of their power to comply with my request. I beg to state that the last yad I sent in on this subject was not received, and I am ignorant as to what they may have written, or in what manner this circumstance may have been explained to you. Subsequently, on Monday the 12th of Maha Vud, my father and Kamdar were sent for, when the former was asked whether he had been to the Maharaj; and Govindrow was asked whether the Maharaj had sent for him. Now, I had sent petitions to you, dated 30th December 1848, and 3d and 17th January 1849, and in compliance with the successive orders received from you thereon, I submitted yads to the Maharaj, dated respectively Posh Soodh 8th, Vudh 13th and Vudh 14th, Maha Soodh 4th and 8th, stating my case; on which you, instead of making yourself acquainted with the particulars thereof, and inquiring into the rights and wrongs of the case in my presence, merely put the two questions above mentioned. After having thus interrogated both parties, my Kamdar represented to you that if you would be pleased to examine the whole of the papers above referred to (recapitulating them again), you would be fully enlightened on the whole case, and there would be no necessity for your seeking further information from any other quarter; and if after a thorough perusal you decided the matter, suitable justice and redress would be accorded me. If the case be permitted to progress as it is doing at present, I shall suffer great loss, and be subjected to much distress and many difficulties. The above was, however, not taken into consideration, and he was told that there was no necessity for offering any further remarks; that the Bombay Government would be written to on the subject, and as soon as their decision was received, that information thereof would be duly given. Owing to my helpless condition, there was a necessity for respecting this order; but without being made acquainted with the nature of the report made by you to the Bombay Government, I am quite at a loss how to make my grievances known to them by petition; because, up to the present time, I have in no way obtained redress for the wrongs I have suffered; neither has an inquiry been set on foot in accordance with the rules of justice; on the contrary, unnecessary delays have been permitted to intervene, from which I have been subjected to much distress, and many troubles. All that you have done has been to remove the guards and jhassoods who had been placed over me by the Maharaj and Nafra. Beyond this no arrangement whatsoever has been entered into, and the measures which, in accordance with the rules of justice, it was imperative upon you to have adopted, were entirely cast on one side, and others issued without the slightest reflection. Notwithstanding that you are acquainted with the established rules and customs in like cases, and in what manner affairs are conducted in native courts, you send me your most extraordinary orders of the 5th April, from which I am rendered perfectly helpless, and I am at the same time quite at a loss to understand on what grounds you have thus written, because on the subject of my complaint, all my petitions and yads contain the same matter. The settlement suggested therein, and the subject of my being imprisoned and guarded, which I have from time to time

from

from the commencement represented, have both been set on one side; and instead of considering the subjects of my complaint, matters not adverted to by me in my complaint, and having no connexion whatever with my case, are being concocted, and orders written and transmitted to me, for the purpose of screening the various acts of oppression perpetrated towards me by the Guicowar and Nafra. It is necessary for you to inform me whether you issued the orders of the 5th April, on the representations of the Guicowar, or Baba Nafra, against whom I had preferred complaints, because it does not appear clear from the order itself. Therefore if you will have the kindness to state in full the grounds which induced you to write it, and if you did so on the representation of the Raja or others, against whom I appear as a complainant, that you will furnish me with an attested copy of such representations according to former custom, when I shall be enabled to write and refute all such statements which have been advanced against me, and make the matter clear to your perception; or if you wish it, my camdar will come and explain it more fully, when all the deceits of the opposite party and their aiders and abettors will at once become apparent. From this you will also be perfectly convinced, that regarding myself and kamdar, my opponents, without cause or any palpable grounds, have unjustly accused him the kamdar of unfitness; whereas, up to the present time, no investigation or inquiry in the presence of both parties has yet taken place, and consequently no conclusion can be shown as to the fitness or unfitness of any party. No judge acts upon the representations of others, without first being firmly convinced in his own mind, and you have no doubt acted in a like manner; therefore if you do so after mature reflection, it will be all the better, but this of course depends upon your pleasure. Further, in the order above alluded to, you state that my case is under the consideration of the Bombay Government, and that their decision may be shortly expected; and that I should listen to the evil counsel of vakeels, and other interested parties, and thereby entail trouble on the Government, is very improper, &c. Now I beg leave to observe, that this remark does not accord with the established rules and demeanour of an administrator of justice. That such a remark has been written, is owing to my opponents, or those abetting them, for it is not becoming that such a remark should emanate from you. I am induced to represent to you in this matter, that up to the present date, no proper investigation has been instituted according to my complaint, nor have the proceedings connected therewith ever been brought to a close; therefore I cannot understand in the slightest degree your reasons for forwarding in to Government the imperfect proceedings in this case. Further, it is not customary, prior to duly investigating any subject of complaint, according to the rules of justice, and completing such investigation, and having a decision pronounced thereon, and before every such decision has been read and explained to the complainant, and his wishes taken thereon, to transmit the proceedings of a case, or any other similar papers, to Government or others. Now none of these customs have been acted up to, but orders are being written to me. I therefore beg you will favour me with copies of whatever particulars have been written in to Government, and your reasons for writing them, in order that I may be made acquainted, from the tenor of your writing, with the decision you yourself have come to, on the subject of my complaint now pending, and with which of the opposing parties in your opinion the blame and fault lies, and with what object you have written. It is highly desirable that I should refute this in a proper manner, and I shall write and give all the particulars, in order that a comparison may be made by the Governor in Council of their contents, with what you have already transmitted to Government, and a proper decision pronounced thereon. I beg, therefore, for this reason, that you will have the kindness to comply with my request, and furnish the necessary copies; and that you will also either do me the favour of writing to the Bombay Government, requesting them to withhold their decision, on this at present one-sided view of the matter, until I have received the copies from you, and furnish my explanation to Government, to enable them to come to a decision, from a view of both sides of the question; or otherwise, that you will forward this my petition to them. Up to the present time, I have permitted myself to live, from the circumstance of being in possession of the Company's guarantee, because even those who do not enjoy it at the present time, should they fail in obtaining redress at the hands of the Guicowar Sirkar, the English Government, which is more exalted than either the Peishwa or the King of Delhi (and even should a petty chief or raja, &c., tyrannise over his subjects), takes cognizance of the complaints of such a petitioner; or prior to so doing, considering it their duty to protect them, afford them every assistance. In this manner you should give my case your consideration, for you are the protector of our worldly as well as religious interests. Thus in the same way as you have hitherto protected us, without placing confidence in the misrepresentations of influential people, you should take into consideration the protection secured me by the British Government. Looking to this, and the particulars of my case above detailed, you should award such redress as you may consider my case deserves.

2. Those people to whom the Company have given their guarantee, either by writing or in any agreement, cannot suffer wrongs from the hands of those from whom they are secured redress, or indeed from any others, with impunity, and they are thus guaranteed by the Government, in order that the complaint of any one to whom the guarantee is secured may be duly investigated, according to the strict rules of justice, and all due assistance afforded them to protect their interests and reputation. It is not usual to oppress those in the enjoyment of the British guarantee, or to let any other person persecute such parties, and ultimately to hand them over to the tender mercies of their persecutors, and otherwise to act in an unjust manner. You ought to consider this matter well; I have, up to the 12th of Maha Vudh, from time to time stated the particulars of my case both to Colonel Outram

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and yourself; I therefore beg that you will cause all these papers to be produced, and, according to the merits thereof, direct a due investigation to be instituted into my suit.

3. Without an investigation having been directed, in accordance with the suggestion contained in my petitions, various orders have from time to time been issued; I beg that these for the future may be discontinued. I recently represented many of the particulars of my case, and other matters, in a petition to you, but this was returned to me without being wholly read, with an endorsement thereon, dated 11th April 1849. If I were in this petition to reply in detail to all your orders, I should make it so very voluminous that it would never be read, but, on the contrary, sent back as the petition just alluded to was. If in endeavouring to make matters clear to you, and thereby refute everything written either by you or others, I enter into detailed particulars, you become angry, and pronounce such to be calumnies and false accusations; consequently I feel myself encompassed with difficulties in writing to you. If I write, the above is the result; and if I do not, how can you understand the nature of my grievance, or afford me redress? therefore I have no other alternative but to write. I now pray that you will give my writing all due attention, and having directed the settlement therein suggested, institute the necessary investigation, when the whole feature of the case will be brought out into view, and I shall then meet with justice. On this point I experience many obstacles; if therefore, as above stated, on the misrepresentations of my enemies, or from the dictates of your own conclusions, drawn without a due regard to the traits and procedures of your informer, you abandon the road to justice, and commence issuing orders replete with invention, and unwarranted, what would a judge say, were such orders to fall under his observation? It is therefore necessary, after having given this matter your mature consideration, and understanding all the particulars advanced in my petitions, that you then issue suitable orders. However, you can do whatever you think proper, but I shall continue sending in petitions for redress so long as I see a remedy.

4. My chief request, Sir, is this, that you will be pleased to take into consideration my representations from the commencement of this case, and direct an arrangement to be made in the manner suggested below, which is very requisite; I am at the present time in great difficulties and distress from want of funds for my expenses, and this circumstance I formerly brought to your notice, and am now doing so again; it is therefore necessary that some arrangement be speedily made on this matter.

5. Colonel Outram informed me that as there was no person to conduct my case, that he had put a stop to the proceedings until I had procured a suitable person for that purpose; on this I appointed my present kamdar, and have managed all the business in this case through him. As for myself and parents, we have been kept in solitary confinement, which great criminals of the Mofussil cannot be subjected to until sentence has been pronounced upon them by the gentlemen empowered to try them. The perpetrators of these acts of oppression, without representing the matter to the authorities, or obtaining their sanction, committed this tyranny of their own accord. Even wealthy merchants and others, whoever they may be, without the sanction of the authorities, would not be permitted to commit such acts, but my enemies and others are behaving in this manner towards me, as I have above related. This being the case, how is it that no settlement has yet been made? The justness of my complaint is known to every one, and an arrangement is generally speedily entered into regarding those who commit acts such as these, and even of a much more trifling nature. I have now been subjected to these oppressive acts for the past two years, and how is it that, in accordance with my repeated solicitations, an investigation has not been instituted, and justice awarded me? Therefore it is incumbent upon you, after mature consideration, to issue a proper decision, by which I may be freed from all my troubles, and put in possession of my just rights, and by which, in future, servants may be deterred from committing such enormities against their masters. Protector of the poor, in less matters than these, when parties prefer complaints, they speedily meet redress; whereas my case does not meet with attention; you should therefore be pleased to reflect on your reasons for so doing.

6. In addition to the oppressive treatment above detailed, my infant son, Motee Lalbhaee, who was about 18 months old, together with his nurse, were placed in confinement; they were carried off at midnight with many precautions, and great harshness was used towards them. After this, my mother, on my part, proceeded to Bombay, and preferred her complaint; therefore these people, in the hopes of inducing her to come back without obtaining redress, concocted a plot, and caused the false rumour to be spread abroad that the child had died; this plot was set on foot by five or seven blackguards. In the meantime, they caused the child to be removed from the village of Abhlegora, and concealed him in another place. Upon Colonel Outram's being satisfied on this point, he told Baba Nafia and others that he must first produce the child, after which an investigation would be instituted, as the case might demand. Very strict injunctions were issued on this point, and Baba Nafra, being fully conscious of the plot, under the pretence of sending his wife on a pilgrimage, and for the purpose of conveying the infant away, and also with the intention of making away with the wealth, &c. of the firm, sent her and everything off. Upon acquainting Colonel Outram with these particulars, he was firmly convinced of the truth of my statement, as well as of the circumstances of the oppressive treatment I had been subjected to; but, owing to my bad luck, nothing has yet been brought to a termination. This appears to be very extraordinary.

7. Maha Luxamee is a person of weak understanding, and her son and others of tender age,

age, while I am entangled in misfortunes as above detailed. From these circumstances, Baba Nafra, with the intention of wasting the well-known wealth of my ancestor, Hurry Bhugtee, and for the purpose of putting all his nefarious schemes into execution, has discharged all the old servants, and is now managing the affairs of the firm according to his heart's desire, and squandering the wealth. To remedy these evils, I had formerly petitioned both the Resident and the Sirkar to appoint two kamdars in whom we could place confidence, one on the part of Mah Luxumee, and the other of myself, to manage, in an honest and trustworthy manner, the affairs of the firm, as they were conducted during the lifetime of the late Shettjee; and also, that until the case was adjudicated, the Resident should supervise the said management, in order that it might be carried on in a correct manner, and with that dignity which has hitherto been observed, and in accordance with the respectability of the family of Hurry Bhugty; and, further, in order to prevent any defalcation in the collection of the outstanding monies of the firm, I also wrote and requested that immediate measures should be adopted to ensure a proper and just management in every possible way; and I now again solicit that, according to the above, arrangements be entered into, in order that we, the just heiresses, and others may not suffer loss. From acting thus, be assured that you will confer great benefits upon us (the heiresses), and at the same time the trouble at present imposed on the Government will be removed.

8. According to the above, if you will, immediately on understanding the bearings of the case, cause arrangements to be made agreeably to the tenor of what I have already written and may further write, no trouble will devolve upon you, or any parties to whom the management of the case may be entrusted; and further, the business will be concluded with despatch, and in a satisfactory manner, and you will at the same time be convinced with whom the blame lies. I therefore feel confident that you will give the above particulars due consideration, instead of looking upon my writing as imposing needless trouble, and thereupon getting angry; that you will take my case into consideration, and make a settlement without allowing the matter to become public; after which, in whatever way you may deem fit, justice can be awarded, either through you or others.

Chuiter Vudh 12 (Friday, 20 April 1850), Sumvut 1905.

(signed) The mark of *Joitabaee Settanee.*
Written by Bhanabhoy.

P. S.—The Guicowar Jassoods and sepoys, and also Baba Nafra's sepoys, who had been placed as guards over me, have been removed, and I am now free, but only from confinement, which, however, at the present time, I consider a great favour conferred upon me. It is now necessary to grant me a Government pattawalla, to guard against any obstacle being offered to me or any of my people going to or from the house of my late husband, or attending the worship of the gods, or performing any other household matters. I have much more to write to you, but it would lengthen this petition very considerably; therefore I write in a few words. Should it meet with your honourable pleasure, I trust that the arrangement above proposed will be carried out; otherwise I request that you will have the kindness to transmit along with this petition all the papers up to the present date which have passed on this subject to the Governor in Council, and cause copies thereof to be granted to me, and also give me permission to submit my case in detail, and that you will be pleased to receive the same from me, and forward it on to Council, in order that on the subject of my complaint being laid before them, I may obtain ample redress.

Date as above.

(signed) *Joitabaee Settannee.*
Written by Bhanabhaee.

Translation of Endorsement on the above.

The order in this matter is this. On the 11th April 1849 your petition, written in unbecoming language was received, and returned to you with an endorsement written thereon. The present petition has been received, and a small portion of its contents perused; but as it also contains improper remarks, it is likewise returned to you without being read to the end; therefore, if you are desirous of sending in your petition, you must cause it to be written in a proper manner, and then forward it.

Dated Baroda Residency, 21 April 1849.

P. S.—What is the use of your sending in such petitions as these? The Bombay Government has been written to regarding your case, and upon their decision being received, you will be informed thereof.

(signed) *P. J. French,* Acting Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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(D.) 3.

First Charge.—Fourth Instance.

TRANSLATION of Original Petition from *Joitabaee Settanee*, Widow of Bechurbhoy Samuldass, and Heiress to the Wealth and Property of Hurre Bhugtee, to the Right Honourable Viscount *Falkland*, Governor and President in Council, Bombay.

Para. 1. YOUR memorialist humbly showeth, that on the 21st December 1848, she drew up a petition in the native language, and forwarded a translation of it in English to your Lordship, who returned it with an endorsement dated 25th January 1849, on the receipt of which, in accordance with the order therein contained, it was forwarded by your petitioner to the Acting Resident, Captain French, along with a yad; but the Resident's answer does not clearly state that the petition had been forwarded. If it has been forwarded, your Lordship must now be acquainted with the contents thereof; if it has not, the Resident should be directed to forward it, for in that case the contents of it, and what has since occurred up to the present time, cannot be clearly and thoroughly understood by your Lordship; therefore your petitioner is for several reasons unable to write full particulars. All these reasons have been already stated in your memorialist's yads of the 20th April and 7th May, copies of which are enclosed with this petition: therefore to detail them again would be objectionable. Your petitioner, therefore, most humbly begs that your Lordship will not take into your consideration the written statement she sent in regarding the improper treatment used towards her, but merely give your attention to the numerous and excessive oppressions she has endured; and, should it meet with your Lordship's approval to act in accordance with the suggestions contained in the above-mentioned yads (20th April and 7th May), that an order be transmitted to the Resident and your petitioner for an immediate investigation of the case.

2. If, as requested in the above yads, your petitioner shall be granted copies of all the papers and correspondence relating to her case, she will write and afford your Lordship such information that no trouble will be experienced at the time of the investigation; unless this is done, your petitioner will be unable to know whether the Resident has written in a onesided manner, or in what other way he may have portrayed the case; and she requests, therefore, that your Lordship will write, and direct the Resident to give to her copies of all the papers, &c., connected with her complaint, and that no objections be offered thereto, and acquaint your petitioner with the same, when she will therefrom draw up the statement above alluded to.

3. After the above has been acceded to, your petitioner requests your Lordship in Council will consider the necessity of investigating, at one and the same time, the Resident's report to Government on this case, and her statement of it, and of giving a proper decision thereon; and for that reason she begs, that until the final decision has been pronounced, that no answer be sent to the Acting Resident to his indirect communication.

4. Your petitioner therefore begs that your Lordship will dispose of the case according to either of the two methods above suggested, whichever your Lordship may approve of, and by which your petitioner will most speedily obtain redress. The Honourable Company, like adopted parents, are all-powerful.

5. On the 2d August 1847, your petitioner wrote to your Lordship, begging that arrangements might be made for the prevention of the utter dispersion of the wealth of her ancestor, Hurry Bhugtee. Afterwards several petitions were sent to the Resident, the last of which was forwarded on the 20th April, in which in many different ways an arrangement was earnestly desired, but without result; therefore, it is necessary that immediate steps be taken in the matter.

6. In short, if the arrangements above written are made, and the investigation commenced, an inquiry will be made forthwith regarding what has already been squandered away of your petitioner's wealth, and means taken to prevent any recurrence of it, and all the property conveyed over to her. This, through the backbiting of enemies, has not and will not take place. Therefore, your petitioner begs that arrangements be speedily made in the case, as also regarding granting her a sum of money adequate to her expenditure, about which she formerly wrote.

7. This law-suit has entailed on your petitioner many losses, and from the difficulties arising therefrom, she has become involved in debts, for the payment of which she is now pressed by duns; to free her from which, and at the same time enable her to live in a respectable style after the manner of her ancestor, Hurry Bhugtee, she has before petitioned your Lordship. A speedy settlement of this and other matters is highly desirable. Notwithstanding the strong protection of the Honourable Company, I have, from time to time, sent in memorials to obtain my lawful rights; yet two years have elapsed, and affairs are just as they were at first; and, from the circumstance of no settlement being made according to my request, I have experienced many losses, to put a stop to which, I have frequently memorialised. Your Lordship has the power to grant redress, and thereby enable your petitioner to obtain her utmost desire.

In conclusion, the prayer of your petitioner is this, that as your Lordship can alone afford her redress, that you will give the above particulars your best consideration, the statement of which she hopes will not meet with your displeasure.

7 May 1849.

Postscript.—

Postscript.—In the yad which your petitioner forwarded to the Acting Resident, on the 20th April 1849, she distinctly wrote, that if he was unable to effect the settlement therein suggested, that he would forward her yad and the papers therein mentioned to your Lordship in Council, in order that the report he had sent into Government, and her memorial, might be submitted together at one Council; and he was therefore begged to despatch it before receiving an answer to his report. The Acting Resident not having acceded to your petitioner's request, she herewith forwards copies of that yad, and of one bearing date 7th May 1849, for your Lordship's information. Your petitioner requests that, after due consideration of the above, your Lordship will abstain from replying to the Acting Resident's report on this case, and first send an order for copies of all the papers, &c., connected with her complaint to be made over to her, acquainting her of the same, which will enable her to draw up her statement, which should be compared with the Acting Resident's report, and a just decision afterwards pronounced on the case.

(signed) *Bhanabhaee Kandass,*
On the part of Settanee Joitabaee.

Endorsement on the above.

A translation of this petition was forwarded to Bombay, along with a report, No. 199, dated 21st July 1849.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(D.) 4.

First Charge.—Fourth Instance.

TRANSLATION of original Yad from *Joitabaee Settanee*, Widow of Bechurbhaee Samuldass, and Heiress to the Wealth, &c., of Hurry Bhugtee, to the Resident, Baroda; dated 7 May 1849.

BABA NAFRA and his colleagues, relying upon the support of certain influential and wealthy individuals, have subjected myself and people to treatment, the perpetration of which ought never to have entered into their minds, and they still continue it, the particulars of which I have briefly, from time to time, brought to the notice both of the Bombay Government and the Resident, Colonel James Outram. I find myself involved in much difficulty, as to whether I should obey the Resident's order in this matter or not, and for fear lest I should expose myself to his censure by any of my actions, I, up to the time of his (Colonel Outram's) departure for Bombay, used to keep him regularly informed of every particular of my case by yads. Since then, up to the present time, or rather to the 25th April, I have sent in a number of yads to the officer in charge, and acting for the Resident, by whom my case had been taken up, and by the Resident's orders to the Maharaj Sircar. In these, I have requested that the investigation of my complaints, the particulars of which I had already communicated in my petitions on former occasions, should be entered into in the presence of my karbaree; and at the same time stated that I was subjected to every species of pain and endless difficulties, to relieve me from which I desired an open and rigid inquiry into my case; but my solicitations have not only not been listened to, but my petition even was not wholly perused or its contents taken into consideration, and consequently an investigation into the merits of the case in the presence of my karbaree not gone into; on the contrary, my yads dated 11th and 21st April were returned with endorsements (sherras) thereon, regarding which I beg to leave to submit the following paragraphic explanation:—

Para. 1. On my petition of the 11th April there appears an endorsement (sherra) to the following purport, and of the same date:—"This petition has only been read as far as the 3d para.". Now, why this petition has not been perused to the end appears to me most extraordinary.

Para. 2. The said endorsement further states, that the petition in question contains very low and improper language, and other remarks of a similar nature are submitted. For this reason I find myself in a hopeless state, and am involved in much anxiety, because for the last two years I myself and my people have been treated with great rigour and oppression, ruined in every possible manner, tyrannised over, and our feelings outraged; yet we have not succeeded in obtaining redress. Under such circumstances, with a view to being relieved from the difficulties in which we are plunged, and for the purpose of obtaining redress for the many wrongs we have been subjected to, I have thought it necessary to write from time to time, and represent our distressing circumstances, our many difficulties, our hopeless condition, and to request a speedy settlement to enable me to counteract the strenuous endeavours of my enemies to ruin and destroy me; but my petition that my right to the property be decided on is, unfortunately for me, cast on one side, and the language thereof denounced, as before mentioned, low and unbecoming. With reference to this, I beg to observe, that if the whole of the particulars of my case, as they have occurred, are not brought to the notice of the Resident in my petitions, how can I hope for a successful issue to it? Cherisher of the poor! the Almighty has created judges to protect such poor creatures as are similarly situated with myself from the present as well as future cruelty of their oppressors, to whom

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whom a suitable punishment having been awarded, they may escape from their tyranny, and obtain thereby the desire of their hearts. If before such judges people similarly situated with myself be not permitted to submit the detailed particulars of their grievances, how can they hope for redress? Consequently, I have from time to time been in the habit of keeping the Resident informed of every particular of my case, and requesting him to give it his earnest attention, and, after having taken into consideration what is best calculated to meet the ends of justice, adjudicate the case accordingly. The language of my petitions should not merely be considered, as has been done on the endorsement above alluded to, but the Resident's attention should also be directed to the merits of my case, with the view of relieving me and my people from persecution; and having justice only as his aim, he should commence at once the investigation of my case. As a tender parent in the rearing of his child, let his virtues be ever so great, his vices without number, or his disrespectful behaviour notorious, ever looks upon it with the eye of affection and regard; and as an impartial judge, who follows the dictates of justice, protects the interests of the subjects, and is ever alive to the oppressions they may be groaning under, in a like manner would I wish the Resident to commence an investigation into the subject of my complaint.

3. Regarding the tyranny and oppression I and my people have been subjected to, which from time to time I have made known to the Sahib, the truth or otherwise of such representations, as also the reasonableness or otherwise of the remarks the Resident has been pleased to make regarding the nature of the language used in my petitions, will appear upon the investigation of my case. It will at the same time be apparent beyond a doubt whether the language used in such petitions, or the nature and extent of my sufferings, claim greater consideration at the hands of the Resident, and the reasons which existed for my using the language I did will clearly be seen. Protector of the poor! how I write, and how my motives and meaning are misrepresented by intermediate parties, there is no knowing, but I beg that the Resident will expel from his mind any prejudice that may have been instilled therein to my detriment.

4. Further, the Resident writes, that when a properly written petition is presented, it will meet with attention. With reference to this, I beg to submit, that any person who writes a petition does so according to what his fancy may deem right and proper; whereas we poor people, groaning under oppression, only detail a part of our grievances. Such being the case, I have not written more than I ought to have done; but should it appear to you that I have, this circumstance should not be taken into consideration by the person who investigates the case. Not only should the reasons for my writing be taken mainly into consideration, but also an extended view of it, while the intensity of my sufferings should be borne in mind as well. Therefore my impartial master (Resident) should overlook the nature of my language and writing, consider only my many wrongs, and, as above solicited, direct the investigation of my case to be commenced. It is right that the Resident should do this, and I therefore entreat it as a favour; and I further beg, that he will inform me in which way he wishes me to make out my petitions in this matter, when his instructions, should they appear expedient, will be acted up to.

5. On my petition of the 20th April, an endorsement was made on the 21st April, similar to that above noticed, to which my reply being the same as that contained in the preceding paragraph, it is unnecessary here to report.

6. On the 21st April an endorsement was made upon my yad of the 20th of the same month, to the effect that "What result will arise from your sending such a petition?" My reply to this is this: "Why should I be asked as to the benefit likely to result from submitting such a petition? a deal of benefit is expected." But if the Sahib send for my karbaree to his presence, and will ask him, he will make everything known; therefore the necessary arrangement should be entered into, and an impartial investigation at once commenced; the benefit that I expect to reap therefrom will at once become apparent; and the advantage which will accrue to Government from due administration of justice will also be so clear that there will be no occasion for inquiries about the matter. The Resident further writes, that upon the receipt of the decision of the Bombay Government, to whom my case had been referred, the same will be communicated to me. With reference to this I beg to state, that the Sahib had formerly sent me a similar order, upon which I wrote and replied to him in a yad, dated 20th April, which if he had either read, or taken the contents of it into his consideration, he would never have sent me such an answer. If, as suggested in the above yad, the investigation had been entered upon in the presence of my karbaree, he would not have written as he did. If my yad, and the papers, &c. mentioned therein, had been transmitted to the Council, and the copies of the whole of the proceedings in this case (attested or otherwise) had been furnished to me, I should have therefrom caused a petition to be drawn up to the Members in Council, in which I should have, for their satisfaction, noticed such facts as I deemed necessary for their guidance and information, and which petition I should have submitted to you for approval and transmission to the Bombay Government, when nothing would have been wanting to satisfy the above-named gentleman as well as yourself of the truth of my cause. But it has not been my fate to see the investigation of this matter set agoing in a fair way, and the emerging from my present difficulties appears very distant. Nobody, therefore, troubles himself about my affairs. Having, therefore, no other resource, I am compelled again to trouble the Resident, which I beg he will not consider as such, but listen to the humble prayer of his petitioner, that arrangements for an immediate investigation into my case be forthwith made.

7. The manner in which this case should have been investigated, I have from the beginning from time to time brought to the notice of the Resident, and again did so in my yad

of

of the 20th April; according to which it is highly desirable that the investigation should be at once commenced by you, or in any other manner as has already been recommended, and as may appear to you right and proper. By procrastination, much loss has already been sustained by me, and my ultimate entire ruin will be the inevitable result; therefore the surest mode to a speedy investigation must be chosen.

In the above-mentioned seven paragraphs, I have endeavoured, to the best of my abilities, to furnish explanation to the endorsements the Resident was pleased to make upon my two yads, of the 11th and 20th April respectively, on the 11th and 21st of the same month; and in the following additional paras. I beg to submit further explanation which suggests itself to my judgment.

1. I am at present involved in all manner of pecuniary difficulties, and my wealth is being squandered away in various ways, and this I have from time to time brought to the notice of the Governor in Council, Colonel James Outram, and yourself. If, accordingly, after due consideration, proper arrangements are entered into regarding this matter, the wealth and character of my ancestors Hurry Bhugty will remain intact; but should these measures not be adopted, God knows how it will all end. I therefore beg the Resident will kindly take such steps as he may deem necessary in the matter.

2. With respect to myself and karbaree, it is impossible to know what misrepresentations may have been and are still being made to the Sahib, to prejudice him against us, by certain parties inimical to us; but the respectability of myself and Karbaree cannot become known unless we are admitted to intercourse, and to participate in the transaction of any business that may be going on, when you will at once be made acquainted with our behaviour and character. Therefore, if such an opportunity be allowed, the Resident Sahib will at once discover who is deserving of his consideration.

3. The Resident having written to Bombay regarding my case, I beg to solicit that a copy of my yad, dated 20th April, and which was returned to me with an endorsement thereon, be also forwarded. I have enclosed a copy of this yad with my petition to the Bombay Government, which packet I now transmit through you. My reason for so doing is, that on the 20th December 1848, I submitted a petition to the Bombay Government, whereupon I received an order that any petitions I might wish to send to them should be forwarded through the Resident. The former packet I transmitted through you must, I presume, have been forwarded, and I trust that a similar indulgence will be granted with respect to this one.

4. On the 25th April, I had petitioned the Sahib to grant me copies of all the proceedings in my case, to enable me to send replies to his orders; but no answer to the above yad, or the copies of the papers applied for, have up to the present time been received. Therefore it is requested that the Resident will institute immediate inquiries, and direct the copies of the required papers to be granted without delay, in order that, in accordance with them, I might draw up my petition to the Council, and therefrom obtain redress for my wrongs, which is at present being deferred for want of them. It is also desirable that the representation you have forwarded to the Bombay Government, and my petition, &c., be laid before them at one and the same time, to enable the said Government to come to an equitable decision in the matter from a knowledge of both versions, and without any interruptions in the case, as have hitherto occurred. The Resident is requested to take the above particulars into consideration, and give the necessary orders therein alluded to.

(signed) *Sethanee Joitabaee.*
Written by Bhanabhaee Kussondass.

Endorsement on the above.

In reply to the above, a letter, No. 419, was sent.

Baroda Residency,
11 May 1849.

(signed) *M. B.*

(True translation.)

(signed) W. Jameson, Assistant Commissioner.

(E.)

First Charge, Fourth Instance.
(signed) *W. E. F.*

PETITION of *Joitabhaee Settanee* to Lord *Falkland*, dated 21st December 1848.

PETITION from *Joitabhaee Setanee*, Widow of the late Bacherbhaee Samuldass, of the Firm of Hurri Bhugtee, of Baroda, to the Right Honourable Lord *Falkland*, Governor and President in Council, Bombay,

Most humbly showeth,

THAT your humble petitioner's goomasta, Baba Nafdia, &c., with the intention of depriving your petitioner's wealth in order to enjoy it, made great imposition on her, on your petitioner's parents, and on her son Motilall. That at midnight he took away your petitioner's

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son Motilall by force, and imprisoned your petitioner's mother and others. Your petitioner's mother, however, fortunately made her escape and went before the Durbar for complaint, and stated the above circumstances, but no one heard her; on the contrary, notice was given that intention was made to imprison your petitioner's mother. From this place she proceeded to Bombay, and presented a petition to Government on the above subject, dated 2d August 1847, and another to the Resident; and it was noticed to Maharaj regarding the imposition which Baba was making on her and on your petitioner's mother, with the sole view of depriving her of all her property. On the 1st September a petition was made on the subject to the Resident at Baroda; several other petitions were presented to the Resident by persons belonging to your petitioner in your petitioner's name. Your petitioner also sent a petition to Government on the 17th July 1847, to all of which Government was pleased to reply, under dates the 7th and 6th December 1847, and 30th March 1848, that in consequence of your petitioner possessing the British guarantee, the Resident has been directed to inquire into the matter. On a letter being sent by the Resident to Government on the 25th September 1847, your petitioner's mother received order to proceed to Baroda to appear before the Resident; accordingly she came here, and, as desired by the Resident, appointed a karbharee. On the 29th March 1848, your petitioner's mother, Ladbaee, presented a yad to the Resident; on this, that gentleman summoned before him your petitioner's father and the kamdar, and afterwards the Resident sent them to the Durbar with his chobdar, where a conference took place. On the 16th May 1848, a yad of 7 paras. was presented to the Resident, but still your petitioner has not been able to relieve herself from the imprisonment of the Durbar and Baba Nafdia. Baba Nafdia is squandering all the wealth of the firm, and no one is making any bundobust for its safety. Your petitioner is surprised to find that Government is looking at all this without interfering in it, notwithstanding your petitioner possesses the British guarantee; Baba possessing the wealth of the firm, and spending away as much as he can in bribing the karbharees of the two Governments, and this prevents your petitioner from receiving due redress. If the Resident were to see personally in what way your petitioner has been placed in confinement, he would soon cause her release. But Sirkar's mookhi karbharee is a relation to Baba Nafdia, and does not allow your petitioner to have redress. That your petitioner begs to bring the following circumstances to your Lordship's notice: the great imposition which has been practised on your poor petitioner from the day Baba Nafdia, &c., took away your petitioner's son till the present time, and trust your Lordship will be pleased to give that due attention as the case may appear to your Lordship to merit, and thus save your petitioner from the impositions of her enemies, and allow justice being done to your petitioner, which will redound to the honour of the British Government.

1st. On the death of your petitioner's lamented husband, Bacherbhaee Samuldass, your petitioner was about five months' pregnant, and at the expiration of nine months a son was born. It is customary to keep up the twelfth day (Barsa); but owing to your petitioner mourning for the loss of her husband, the ceremony was done upon a small scale. After the return of the Maharaj from Dupka, the day was kept up with great pomp, and much money was expended. The same day his Highness, accompanied with all his duruckdars, honoured the company with his presence, and presented a seerpao of ornaments and clothes to your petitioner's son, Motilal. Presents were also made to his Highness, according to usage, on the occasion. The Resident was also invited; but as he had some business to be done on that day, did not come. But all the sowkars came, and, according to custom, presented ahirs.

2d. From the birth-day of your petitioner's son Motilall, considering the respectability of your petitioner's house, people began to say that some arrangement should be made regarding the marriage of your petitioner's son. It was agreed by Baba Nafdia that Motilal should marry the daughter, named Oojum, of the goomasta of Gopalrow Myral, by name Nurotum Narundass. On the day of Barsa his Highness had visited to your petitioner's house on the occasion of the Barsa; and after the departure of his Highness, Gopalrow Myral on the part of his goomasta, and Baba Nafdia on the part of your petitioner's son, and in the presence of other company of sowkars and relations who were there at the time, and after making the necessary settlement about the marriage of Motilalbhaee, made the usual "gunputti poonja," and also chandla, and several monds, or goor, or jagree sent to all the people. That your petitioner's goomasta was presented with a seerpao by Gopalrow Myral when he went to him with the goor. The mutual presents were given and received very oftenly from the birth of Motilal in clothes, ornaments, and rupees in ready cash from nearest relations, and also alms were distributed to poor.

3d. The reason of Baba Nafdia and others making impositions on your petitioner's parents, &c., was, that while Becherbhaee was living no one ever attempted to open the large "jamdar khana." The Shett before his death intimated that no one should open the large "jamdar khana," there being plenty of money in the firm, and outstanding, to carry on business; and only in case of emergency, when the character of your petitioner's house is at stake, then it should be opened in the presence of your petitioner's father, her soke's (Maha Luxmabhaee's) father, and four old head goomastas, with consent of your petitioner and her soke. That either your petitioner or her soke should go into the jamdar khana, and whatever might be required, that much only should be taken out; and that then, as before, it should be locked up, and the keys should be kept at the usual place; that, after settling the business for which purpose the money, &c., was taken out, the same should be returned into the "jamdar khana." Such was the instruction of your petitioner's lamented husband. One day, Baba Nafdia having misrepresented matters to your petitioner's soke, Maha Luxumebhaee,

Luxumebhaee, attempted to open the jamdar khana. On your petitioner hearing this, she called Baba Nafdia, and asked him how he came to open the jamdar khana without your petitioner's consent, as there was no necessity for doing so, and that it is not right for him to act contrary to the instructions of the late Shetjee and open the treasury without your petitioner's consent; and desired him strictly, therefore, not to break the words of Shetjee, but if he should do so, he would be guilty, and punished. From this time he commenced to make imposition and several kinds of fraud on your petitioner, and to create disturbances, and began to show enmity. Regarding these circumstances, on the 2d August 1847, your petitioner's mother presented a petition to Government, giving the whole of the affairs in detail.

4th. That your petitioner's house is situated near the palace of his Highness; that your petitioner is not a low person, but herself is Nugger Shett; that your petitioner's ancestors being a servant of the Guicowar dominion, performed great services in the time of Govindrow Guicowar, and offered assistance in every emergency by possessing the guarantee of British Government, and carrying on the business to the extent of lacs of rupees, which is indeed going on up to this time, such being the case. Baba Nafdia, &c., has made great force on your petitioner, which truly without cause, as never to have been heard before. This, of course, he could not have done without observing any profit to his Highness, because when your petitioner's mother Ladbhaee, went to the Durbar her case was not heard. Even in a small village, the head patell, if a complaint being brought to his notice, institutes inquiries into it, and if it were out of his power, immediately reports to his superior; but his Highness, being a great sovereign, and in the vicinity of your petitioner's house, but did not institute inquiry of the complaint was brought before him by your petitioner's mother was possible for his Highness; on the contrary, his Highness took false depositions in your petitioner's case, and has got those persons to adjudicate your petitioner's case, against whom an order has been issued by the British Government against their being employed by him, and who are forbidden to interfere in any case concerning a person who possess the British guarantee. Such persons were employed there, and the Resident even does not take this thing into consideration; nor does he relieve your petitioner from the difficulty she is labouring under. All this contrary to justice your petitioner trusts your Lordship in Council will take into his serious and mature consideration.

5th. It is universally known that the protection of the guaranteed persons what manner have been protected by the Resident from the ancient time, and in what way protecting now; was then the authority of the Honourable Company more influenced and brighter than at present? no, through God's mercy, it is more increased. Notwithstanding this, your petitioner's worthless servant, Baba Nafdia, making various kinds of impositions on your petitioner by influence of his helpers, but no institution has yet been made; what may be the reason of this, it is possible for your Lordship to investigate and hear into mind. At many instances in which the British Government formerly afforded protection to the guaranteed persons, your petitioner begs to submit one of the cases for your Lordship's consideration. That Vaneeram Auditram sent 150 Arabs with Bhaskerrow's natural father, by name Rugoonath Myhiput, to Bhaskerrow's house, and imprisoned his mother Sucabaee, and also attempted to take Bhaskerrow away by showing inducement on the first of the Maharaj. On this Sucabaee kept Bhaskerrow family with her, and sent a person to the late Resident, Mr. Williams, and informed him the whole affair; and as the business between karbharees of two Governments were carried on in the same way as it is now done, at which time Baba Nafdia was concerned in bringing both Brijlal Kesundass, the native agent, and Vaneeram, the Guicowar's karbharee, notwithstanding the great intimacy which existed between them, the Resident sent a carcoon and puttawallas and removed the Arabs from the house and released her from confinement. The Resident got two of the Arabs from his Highness and imprisoned them in camp, and the proceedings of this case was only stopped on the death of Rugoonath Myhiputrow, when the two Arabs were set at liberty. In this manner the British Government has been afforded its protection from time to time to the persons possessing its guarantee. But for your petitioner's case no protection has been done, thus tending to lessen the fame of the Honourable Company for justice, as plainly appears, which should be taken into their serious consideration. The Sirkar ought to consider that if a lower person, such as a sepoy or jemedar, &c. possess guarantee of any person, by having no objections, he fulfils his agreement, and indeed your Lordship is a great sovereign, and your petitioner possesses guarantee of your honour; however, it is quite impossible that she suffers numerous disrespect by all means, it is of course ought to consider by your Lordship and to prevent the. Your petitioner is suffering from the calumny of her enemies, and it was not without some purpose that your petitioner's ancestors secured the British guarantee.

6th. On the 30th August copies of yads addressed to Nafdia and Mahaluxumeebaee were sent to your petitioner, from which your petitioner has come to learn that Nafdia has done everything that was improper; yet the Resident has not taken his conduct into his consideration; on the contrary, he shows his displeasure against your petitioner, and desired that Ladbaee should go to the Durbar and give her evidence. On this your petitioner's kamdar informed that business is not carried on there according to justice; that Nafdia has given large bribes to the Guicowar Sircar and the karbharee, from your petitioner's wealth; that the principal karbharee of the Durbar, by name Gunnesh Punt, is closely related to Nafdia; that Nursopunt, the karbharee of the Resident, being also related to

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them, a partial investigation being made. If the Resident will send for the case and institute inquiries himself, your petitioner's mother is ready to give her evidence, but the Resident could not done this; meanwhile, your petitioner's mother took suddenly very ill; the Resident was informed of it on the 6th of August 1848, at 12 o'clock, and that gentleman immediately sent a peon to the doctor, who came there, but your petitioner was not allowed to see her mother; therefore your petitioner's carcoon went to the Resident and said that your petitioner was desirous of seeing her mother and to release her from confinement, when that gentleman ordered the chobdar to go to Hurry Bhugtee and see that no one can prevent your petitioner from seeing her mother. The chobdar accordingly went there, and afterwards told Nursoopunt of this, who answered that he is doing his best to send your petitioner to her mother. On this your petitioner's kamdar came to your petitioner's house, but the sepoys would not admit him; he was therefore obliged to remain for some time in the street; and it was at five o'clock the same evening your petitioner was released from confinement, but not without much difficulty. How much, and to whose door shall your petitioner lay all this imposition? Your petitioner, as it were, has been brought to the slaughter, and it rests only with your Lordship to rescue her life from danger.

7th. Baba Nafdia was the means of your petitioner's husband's death, and this Becherbhaee was told beforehand; but Nafdia was strongly supported by the karbharees of Durbar and Residency; consequently your petitioner became helpless, and quietly submitted to be persecuted by him. That Nafdia, during your petitioner's husband's illness administered some poisonons drug in his drink, which caused his death; in this way he is tyrannising over your petitioner.

8th. If all the imposition which Nafdia has made upon your petitioner was done by some person in authority belonging to the British Government, Government would not have waited a minute, but would have inflicted a severe punishment on him. But under the Guicowar Government justice is meeted out by bribing, and if done entirely out of lawful justice; consequently, no person can receive redress by fair means. If the Resident will allow such things to go on without trial your petitioner may give up all the hopes of receiving redress.

9th. It is the custom of the British rule, that if a person being dead and kept great deal of wealth, and sons of young age and widows, the karbharees, however, might have not acting in proper way and making loss into each of their wealth, and if it were bring to the notice of Government, the Sirkar is authorised to appoint some persons before the decision of the case to go on the affairs of the shop neatly till the case may decide; however, it was already noticed to both, to Government and to Resident, by her mother. It is always the case and custom for any one; but it does not appear into your petitioner's case, so as to save and secure your petitioner's wealth and respect, though your Honourable Board is authorised for. Because your petitioners possess the British guarantee, and to make this the more strong (Kurar Mudar), certain agreement was made formerly with the Guicowar Government, and this is even now done, in which a clause about the guarantee is repeatedly inserted, to the effect, that it is incumbent on the British Government to afford its protection, and if any molestation is offered, that Government will interfere in the matter. Now those persons who have been expelled from the Durbar of both Governments are not allowed to have anything to do with the guaranteed persons, one of whom is Nafdia, who has made false accusations against your petitioner, and the Government takes no notice of his conduct, and the karbharee of the Residency is a relation of said Nafdia, will not represent matter to the Resident; which circumstance your petitioners trust your Lordship will take into your mature consideration.

10th. That formerly a meeting used to take place in the house of Gungadhur Shastree, where Baba Nafdia and others, disreputable persons, used to congregate together. This having come to the notice of Mr. Remington, then in charge of the Residency, that gentleman forbid these persons from appearing at any cutcherry, and told the Shastree that both Sirkar's cutcheries, and those persons have been expelled out of them by order of Government; therefore, how is it that the Shastree allowed them in his house? who replied, that he would never call them again, and the Resident then made the requisite arrangement on the subject; but Nafdia has been guilty of great impositions and murder, and making several kind of impositions, and spoiling the wealth, &c., of your petitioner, which Government does not take a least into their consideration; what is the reason of this? When such kind of strong bundobust or immediate order kept aside, the firmness of agreement, and by the misrepresentation and influence of worthless Baba Nafdia, the karbharees could not bring particularly the subject to the notice of Sirkar. It is plainly observe from the saying or talking of your petitioner's enemy; but no one up to this time can ask him, nor release your petitioner from their confinement, according to the aforesaid of the above yadee. It is about two years your petitioners are ruining, which, of course, ought to be considered, because your petitioners are unable to express it unless the firm agreement should be adopted according to the aforesaid solicited in your petitioner's application.

11th. The great imposition which Nafdia has made on your petitioner equal that to a case of murder, but the Guicowar made no inquiries; your petitioner was, therefore, obliged to appeal to the British Government, and had the Guicowar Government instituted proper inquiries at that time, your petitioner would not have the least troubled to your Honourable Board.

Board. The Resident having been informed by your petitioners very often, but without taking a least notice of it, ordered her mother should give her evidence before his Highness, which order was obeyed by humbly manner, by hope of protecting herself. Many days have been elapsed, but the case has yet not been referred to the Resident. Guard has been placed over your petitioner by Nafdia, as also jasoods, &c., from his Highness, from which confinement the British Government does not release her, though your petitioners being guaranteed persons. The case is a different one; inquiry, &c., of Motilallbhaee should, of course, be done, should it will be without expense. Pray, Sir, your petitioners can truly say, that they are suffering wants of victuals, clothes, &c., and have no means to pay servants' wages or for suwaree according to their respect. In consequence of your petitioner's mother's illness, your petitioner was permitted, with much trouble, to see her mother; but since then your petitioner was put to great inconvenience for want of clothes; Nafdia was not allowing your petitioner's people to enter in the house for providing clothes, and your petitioner cannot suffer longer such kind of confinement: your petitioner is, therefore, very anxious to reside with her mother for the above purpose. Having been connected to a respectable house, and it is necessary that she should expense according to her dignity, your petitioners have no power to obtain even a slightest thing for her own use. Your petitioners suffered a dangerous confinement when they have been confined at palace, which is indeed same as murder, which was seen by Nursoopunt, the karbharee of the Resident. The Resident should have immediately fettered and confined to your petitioner's enemy, Baba Nafdia, if it would have truly explained to the Resident the above officer by Nursoopunt; certainly immediate inquiry should have commenced. Nursoopunt, Baba Nafdia, and Gunnesspunt, the kamdar of his Highness, are related to each other. The former would have not mentioning anything to Resident which may inquire to Nafdia, which your petitioner previously informed to Sirkar, from beginning, that your petitioner's enemy shall inquire them if the notice being given to Durbar, which plainly comes to the knowledge of your petitioner; therefore your Honourable Board should consider, that, "When Jumnabaee Setanee, the daughter-in-law of Khooshalchund Ambaidass, came to Baroda, and preferred a complaint regarding her heirship, and the Guicowar not having investigated into the affairs in a proper manner, therefore she presented a petition to Bombay Government; upon which the Resident was ordered to investigate the case at the Residency. Then, without consulting the wish of his Highness, the inquiry was instituted, and allowance was granted to the Baee from the shop before the order of the Resident, and it was going on after the order of the above officer, although the said Baee had the ample fortune and influence of the country of Muthoora;" but as your petitioners have been persecuted and imposed as above detailed, the British Government has not instituted a least inquiry into their case, which your petitioner is obliging to suffer all sorts of scarcity, and their sufferings has not been least abated. It is, therefore, incumbent on your Honourable Board to take the above matter into their mature consideration.

12th. Leaving your petitioner's case aside, the Guicowar Government has proceeded with wrong inquiries; those persons through whom this business is being carried on are witnesses in this case, and these are ordered to his Highness by the British Government at the time of restoring the Peitlad Mahal to the Guicowar, and also the case of Dhakjee, &c. that, not to employ those persons in the Durbar in such cases. Yet these very persons are employed in your petitioner's case; consequently they do what they like, such as fraud. If the British will take this matter into its mere consideration, your petitioner will then receive redress. Now, kindly consider that the persons who do not obey the command of the British Government, then how can they obey to your poor petitioner; see then how can your petitioner will reach to her complaint.

13th. When the British Government will take up the case, Nafdia, in order to save himself, will throw all the blame on Mahaluxumibhaee. From what your petitioner's mother has plainly stated in her petitions, in the month of August 1847, your petitioner knew, upon the receipts of the copies of yads filed in the records of the Residency on the 30th August, and signed by the Resident, that according to the subject of your petitioner's application upon this, Nafdia save his own person in the same yads from this case, regarding the copy of a yad received from the Residency, and from the enclosure to yad No. 634, from his Highness, being copy of one written by Nafdia in Mahaluxumebaee's name. It is very easy to reject the things which are written falsely, such as conspiracy. The enemy receives the news from the above-mentioned persons, therefore your petitioner has no need of writing it plainly at present. Nafdia has stated in his yad that this is a family affair; so he shows his greatness; therefore, whatever impositions or murder be committed, no one is to question him on the subject; such is the reason; but your petitioner has not heard whether pardon has been granted to Nafdia; however, such persons as Dewan and other respectable persons, who may commit murder, are not forgiven. Now, consider that your petitioner holds the British guarantee, and Nafdia is a goomasta, the crime same as murder, which are not be forbidden to your petitioner, which Baba does, and no one may ask him; upon which the British Government would not ask him too; besides, he is an unworthy person, of which the Sirkar is aware, but he has not received any punishment. The Sirkar should consider whether it is impossible or not why the Bhaskerrow Wittul Khasgswilla holds the guarantee, and who was charged with the murder of the Wagree. An inquiry having been instituted into the case at the Residency, he was punished by a fine of 60,000 rupees, which money was paid to the Guicowar Government. Such was the punishment given to him. But your petitioner's son Motilalbhaee was forcibly carried off

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by Nafdia, and confined him in the village, &c., and hide him, who up to this time could not appear, and therefore expect that the bundobust, which was solicited in the petition dated 2d August, should be executed. He writes in yad plainly, that the son dead, and gives false guidance, but still no curious investigation been took place, nor Nafdia was apprehended and placed in confinement, according to your petitioner's writing. Is this not most surprising thing?

14th. The British Government are most particular in upholding their pledge, so that it would not be blamed in any way. Your petitioner begs to write the following few examples, viz., which are adopted and worthy for notice, viz.:

1. The late Sir John Malcolm, the Governor of Bombay, gave his guarantee to Wittulrow Dewajee, without the consent of the Guicowar Government, on which account the Court of Directors granted a nemnook to his son of 24,000 rupees per annum.

2. When the late Resident, Mr. Williams, proceeded to Ahmedabad among of the servants of the Guicowar Government, accompanied him who did not possess the British guarantee; the Guicowar however dismissed them from their services,; but the English Government having taken their case into consideration, and got the Guicowar to reinstate them in their places. Beside these, several other managements have been adopted, which will plainly appear on inquiry.

3. The sons of the Gungadher Shastree enjoy a nemnook from the Guicowar Government of 60,000 rupees annually, and when a settlement was made with the Sowcars a deduction at the rate of 12,000 rupees per annum was made through the Resident, which for seven years, amounting to 84,000 rupees, the British Government not wishing to impose this loss on the Guicowar Government, because it was happened by the Resident, and the payment to be made out of its own treasury. In this manner the British Government have upheld its pledge up to this time, and have done as this in many cases; but the trial is stopped in your petitioner's case. Since many days have elapsed, and the persons who are employed in this case are of disopinion, one of them is Nafdia, who stain the famous character of his master Hurreebhugtee, and spends away the large sum of wealth by his own wish, and imprisoned youf petitioner for the circumstances of committing murder by force, and ruins your petitioner by confessing this matter. However, no one punishes him about the murder which he committed, and no one release your petitioner from the confinement of his Highness and Baba Nafdia. And no one making any agreement of the expense of your petitioner, your Lordship should take all this into consideration, and direct that justice be done to your petitioner.

15th. On the 13th May 1848, the Resident sent a yad, No. 100, and in to your petitioner's mother, stating if she could not give her evidence, that the Resident would not interfere in her case to your petitioner's father; and the kamdar, who noticed by writing and speaking on some effect, consider ought to be done, that the Guicowar Government might have not finding the part from the first of Nafdia, your petitioner would have not confined by imposition, and the said Nafdia may not carry to your petitioner's son, upon which by degree the aforesaid should be considered whatever your petitioner's kamdar relates, and to commence the affairs fairly, and leaving aside the trial. Nafdia has got together these mischievous persons, about whom several yads were sent to the Guicowar Sircar from Residency, that not to employ these men in any capacity whatever, nor are they to attend the Residency; yet by spending thousands of rupees, Nafdia has assembled such disreputable persons and made false accusation against your petitioner and instituted inquiries; and your petitioner has heard that depositions, &c., are being taken also of different persons, and to discharacter your petitioner. But for what purpose your petitioner has complained and in way the business is conducted. The Resident should inquire into this; which not being done, your petitioner represented the matter to the Resident, according to the aforesaid being explained to your petitioner by the Resident, which ought to be done without bringing it to the knowledge of the enemy, which notwithstanding the order was issued as above; indeed it is much regret to your petitioner.

16th. Agreeably to the Resident's order, your petitioner has, with much difficulty and trouble, obtained a respectable person to conduct in her case, to whom, by Guicowar and others, not to speak or write falsely; but it would be done by pretension, that British subject would not appear at Durbar in this matter at all, which upon what ground the Resident desires. The Resident has informed to your petitioner, that not to send her kamdar to the Guicowar's Durbar, but that your petitioner's father, Bhanabhaee, may go. This has been much surprised to your petitioner. Your petitioner had not found a trustworthy person, and it was obliged to go very oftenly to Durbar; therefore she immediately employed to Amooluckram until she can find a trustful person; however, several yads as above were written, and also told in person, for the dismissal of your petitioner's above kamdar. After preventing this, it was seen by the Resident that your petitioner's father is unable to go on with the affairs. The Resident ordered that a respectable person should employed to conduct in her case. This having been done, and that gentleman accepted him, and sent a yad to Durbar with him by chobdar, to whom also prevented. What is the reason of this, and why said so, your petitioner cannot tell. But upon this consideration ought to do, that upon the saying of the enemy your petitioner's above appointed person should not employ, what

what your petitioner should employ person by consent of her enemy, and may suffer loss and destroy her wealth; of course, it is difficult to do this. The persons whom your petitioner has employed receive no allowance from Bombay Government; but those who were formerly in the service of British Government, and are dismissed by receiving bribes and in other cases, have been readily employed in Guicowar Government. Nafdia having brought false accusations against your petitioner by keeping the help of above persons; but your petitioner's kamdars are not so blamish as they are. Such kind of irregularity is allowable in Guicowar's court. In your petitioner's case a trustful man has been engaged to go on the affairs in this case, to whom also was wrote as above. Your Lordship will favour on her to take this matter into consideration, because if a clever person is not allowed to your petitioner to conduct in her case, Nafdia is sure to gain his end, and several lacs of rupees he has squandered out of your petitioner's wealth has not been misspent to effect his purpose. Certainly for this reason they objecting to your petitioner's kamdar, which is not impossible according to the law and regulation.

17th. If the Guicowar Government happens to impose upon any person, the British Government interferes in his case, and affords him redress. Your petitioner having become connected with the family of Hurry Bhugtee, and possessing the British guarantee, cannot obtain redress up to this time; and though your petitioner was allowed to see her mother, residing in Dhackjee's house, during her illness, the sepoys and jasoods of Nafdia and the Guicowar followed her as a guard, and the Sircar's jasood will not leave your petitioner for a moment, which Nursopunt knows very well. Your petitioner is a female and subject to great exposure; it is better for her to lose her life than to allow her person to be exposed; she cannot bear any longer her imprisonment; your petitioner possessing crores of rupees is deprived even of the necessary food and clothes. The British Government is a protector to your petitioner, and therefore they should think and save your petitioner from dangerous Nafdia; by thinking so that a cow should be saved from a butcher's clutches.

18th. Your petitioner has on many occasions represented the above matter to the Resident. Many of the yads were kept and many were returned, which your petitioner has now in her possession; but no bundabust has yet been done according to your petitioner's writing. Your petitioner most humbly beg to state, that after taking her case into your Lordship's consideration, that the imposition which was done against your petitioner is plainly open, and of course for that punishment should be given to Nafdia, and justice be done to her, by restoring her son, Motilalbhaee, to whom Nafdia has taken away by force, which should be restored to your petitioner; and measures should be adopted, as your petitioner has previously been solicited, regarding her wealth, which Nafdia has been squandering, and to punish those persons who have made imposition on your petitioner, and to order for your petitioner's release from confinement. If many days are allowed to adopt this, your petitioner, by misery, will lose her life, and her parent too; which should be, think truly. Your petitioner, therefore, prays that your Honourable Board should take into consideration the above circumstances, and to propose such arrangement as your petitioner may please.

And your petitioner, as in duty bound, shall ever pray.

Baroda, 21 December 1848.

No. 358 of 1849.

Political Department.

THE petitioner is informed that she should submit her application to the officiating Resident at Baroda, who has been furnished with the instructions of Government in her case.

By order of the Right honourable the Governor in Council.

(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 25 January 1849.

(F.)

TRANSLATION of Original Yad to Captain *French*, Acting Resident, from *Joïtabaee*, wife of Bechurbhoy Samuldass, Heiress to the Property and Wealth of Hurry Bhugty; dated Paush Sood, 5th Summunt 1905 (30 December 1848).

FOR about two years, I and others have been suffering oppression and many kinds of hardships. Prior to the departure of Colonel Outram for Bombay, I had preferred a complaint, and also sent in many statements of my case, &c., to make him acquainted with all the circumstances; but, according to my request, no settlement was made. After the departure of Colonel Outram for Bombay and your arrival here, I had a conference with

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you, when I stated some of the particulars of my case. Afterwards (when I was longing to have another interview with you), on the 24th December 1848, you sent for me, when I deputed my man of business and my father, Banabhoy, to wait upon you. You told them that, by order of Government, the Guicowar Sirkar had been written to, and directed to appoint a punch to investigate the matter, and that (razeenamas) bonds of agreement were to be taken from the parties, to the effect, that they agree to abide by the decision of the punch, for which purpose they must go to the Guicowar's court. It was my desire that the matter should be investigated according to the yads, &c., previously sent; but my father went to the Durbar on the Guicowar's officials coming to summon him, agreeably to the orders of Government. They read over to him what had been received from you, of which they refused to give him a copy when asked for; I therefore agree to abide by your orders on the subject; but I will first send a kamdar or carkoon, in order to obtain copies of the order sent to the Durbar, &c., from which I shall be enabled to ascertain the names of the individuals nominated by the opposite party to form the "punch;" whereby I shall be able to pick out those whom I wish to appear on my behalf, and whose consent it is necessary to obtain previous to nominating them as members of the punch; after getting which, I will write, and give you their names. As this is a critical time, it is essential that trustworthy persons be sought for and appointed for this business, when you will be written to. I and others have now for nearly two years been enduring all manner of hardships and oppression to such an extent that I am next to hopeless; my ruin is not of one species that can be described. I formerly represented my case; but no attention has been paid thereto, or arrangement made regarding my maintenance, &c.; from which I have got deeply involved with my creditors, and am also indebted to my carkoons, kamdars, and servants, which has thrown me into endless difficulties, such as it is impossible to describe. As the Colonel was perfectly convinced that Bhanabhoy was incapable of conducting the management of this affair before the Durbar, he had postponed the investigation, and directed a confidential kamdar to be appointed for the purpose, which was accordingly done, and intimations to that effect sent in a yad to you, dated 29th March 1848. Notwithstanding this circumstance obtained the approval of the Resident, and as such, the kamdars ought to have been summoned to be present at all transactions connected with the case, yet the Durbar has never done so, but, on the contrary, has forwarded a yad in the name of his Highness, requesting that another person be appointed. Arrangements must be made to put a stop to this, because I am in the utmost anxiety regarding the motives of their present behaviour. Therefore it is highly desirable that the inquiry be conducted as recommended in former yads, because if the punchayet is conducted under the surveillance of the British authorities, it will be at once apparent to the Resident with whom the fault is. This is a very delicate case, replete with injuries, extraordinary, and a terrible affair; notwithstanding which it has been met with delays, causing me an amount of mischief, which I am unable to disclose openly. I have made some allusion to these matters in former yads, and from the settlement not having been made, in conformity with the suggestions therein contained, the case has been protracted, and how much longer the dispute will be continued it is impossible to say. It is then again incumbent on me to represent to you that for the last two years all the people of the firm have been revelling in all manner of delights without let or hinderance; while upon me all manner of oppression such as no one ever endured before has been exercised, and nothing is given me for my expenses. This is a most extraordinary dispute. In order to support the name and dignity of my family, it is necessary that I keep up such an expenditure as will enable me to live with respectability. It will be necessary to invite the members of the punchayet, and I shall then be obliged to have regard to popular customs, and act accordingly. I am very much concerned on this matter, and am in great difficulties as to how to act. It is, therefore, requested that the Resident, after giving this matter his kind consideration, will direct 12,000 rupees to be immediately paid to me from the firm for my present expenses, and make such arrangements that I may hereafter not experience any annoyances from want of funds. If this is granted, I shall have no occasion to trouble you again on this head, and I shall not be reduced to want. Therefore, if arrangements are made for the prompt payment of the above sum, my most pressing debts will be paid off, and no stain will fall upon the character of the house of Hurree Bhugtee.

(signed) *Bhanabhoy Kandass*,
for Joitabaee Settanee.

Endorsement on the above.

In reply to the above an order, No. 644, was sent.

(True translation.)

Baroda Residency,
30 December 1848.

(signed) J. T. Jameson, Assistant Commissioner.

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TRANSLATION of Copy of a Letter from Captain *French* to *Joitabaee*, dated 30 December 1848.

I RECEIVED a letter from you, dated 30th December 1848, requesting that 12,000 rupees might be given to you, for your expenses from the firm. I cannot give an order to that effect; my advice to you is, that, according to the directions of Government, which the Maharaja has informed you of, that you submit the decision of your case to a punchayet. If you do not agree to this, I will, as I told your father in my presence, write and acquaint the Government of the same; and if you behave improperly in the matter, the Bombay Government will consider about withdrawing the guarantee from you; I write to acquaint you of this.

(signed) *P. French*,
Acting Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(G.)

No. 199 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay. No. 6706.

Sir,

IN reply to your letter of the 18th ultimo, No. 2640, I have now the honour to enclose translation of the substance of Joitabaee's petition; and, from the memorandum appended, it will be seen that the enclosures are mere repetitions, in all respects, of former complaints.

2. The Baee, you will observe, always speaks as if she was the owner of the Hurry Bhugtee's firm, whereas there is an elder widow of the late Bechur Bhaee Samuldass, besides a son and heir. For Joitabaee a distinct provision was made in the will of the deceased banker.

3. With reference to the concluding para. of Mr. Acting Secretary Courtney's letter of the 21st May, No. 2163, the part borne by the mooneen, Baba Nafra, is perfectly well known to every inhabitant of this city; but his services as active manager are indispensable to the existence of the firm, and the advice to the elder widow to dismiss him would be thrown away, for she, like Joitabaee, all concur in saying, is more than wanting in sense.

4. If Government will persist in not further interfering in this matter, and tell Joitabaee that the decision come to in Mr. Courtney's letter is final, it is more than probable that a reconciliation will come about between the parties.

5. It is asserted here by every one, that the deceased banker had not been near Joitabaee for more than a year previous to his death, as well as that the ceremony of "Uggurnee" in the seventh month of pregnancy was not performed; this rite is not secret or private, but one in which all of the caste are invited to share; in fact, that the Baee not only bore no child to her husband, but was not a mother at all, is perfectly well understood here; but had it been the reverse, then the charge (and which she prefers against Baba Nafra) is the child's abstraction; and, supposing this the case, can Government punish him, a subject of his Highness, for an offence in this Raj, though he be the servant of a guarantee; and who brings the charge? I presume all that could be done would be to request the Guicowar to see justice done; and I need not tell you that this foolish lady, or rather her mother, Larbaee, for her, declines all interference by the Durbar.

I have, &c.
(signed) *P. T. French*, Captain,
Acting Resident.

Baroda Residency,
21 July 1849.

(H.)

No. 55 of 1849.—Political Department.

From Captain *P. T. French*, Acting Resident, Baroda, to *A. Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

FROM the accompanying translations of yads from this Durbar, it will be seen that the expectations entertained by Government, under date the 18th December last, No. 5269, have not been disappointed; Joitabhaee, second widow of Bechur Bhaee Samuldass, of the Firm of Hurry Bhugtee & Co., having declined to consent to the settlement of the dispute by arbitration.

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2. I yesterday sent for the father of Joitabhaee; he came, accompanied by the wuckeel they entertained in Bombay, and to them I explained that his Highness had written; he had several times endeavoured to induce them to settle the dispute by punchayet; but they wanted to re-open the case from the beginning, and argue it before me. The father of Joitabhaee is, perhaps you are aware, a perfect imbecile, and the lady is led in all matters by the wuckeel.

3. There is not, I believe, in the opinion of any one here, a doubt of the children having being supposititious, for it is said there were two, (one having died, another was introduced), nor that the manager of the firm, Baba Nafra, was a party to the introduction of both; but, of course, Joitabahaee and Baba Nafra allow but of one child, the former alleging that the latter carried it off, and the latter that it died subsequently to its removal on the discovery of the fraud. Had Joitabhaee, or her mother, Ladbaee, came to the Residency, instead of proceeding to Bombay to complain, there would have been little difficulty in the disposal of the case, probably at once; but instead of coming one or two miles, they went some hundreds, and now, as shown in my letter of the 15th last November, No. 282, it is enveloped in difficulties.

4. The object of Joitabhaee and her wuckeel would seem to be the management of the firm, to the exclusion of Baba Nafra, during the minority of Purshotumbhoy, son of the elder widow; Government will recollect an expression of Captain Lang's, in letter No. 553, of the 29th October 1840, para. 1, in speaking of the mother of Purtabsing, of Aglore, who had lately entertained an Ahmedabad wuckeel of notoriously bad character, even among the unprincipled class of men to which he belongs. I do not say Joitabhaee's wuckeel is obnoxious to the above charge, but few there are of his calling that do not give "bad council to gain their own end." (*Vide* Enclosure No. 18, to my former letter).

5. The late Mr. Boyd, when Resident, here forwarded to Government, on the 10th April 1841, certain articles of arrangement with the Durbar, the 25th of which sets forth that "whatever business guarantees may have should be brought to the notice of the Sirkar;" but the active agent in this case, Ladbhaee (the mother of Joitabaee), though holding no pledge, instead of at once coming to the Resident, went to Bombay and entertained a wuckeel, from which an unfavourable inference as to the justice of her case may be drawn.

6. The entire bearing of all concerned is so bad, and the case so notorious in the town, and was from the first, Sir R. Arbuthnot refusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee, which it will be recollected is "during good behaviour." In the book of guarantees the entry will be found No. 13, and under the head of remarks, that it is "subject to their own merits." His Highness denies that the pledge is hereditary, but the above shows the British Government reserved to itself the privilege of cancelling it.

7. The legalised manager of the firm is Baba Nafra, a man Sir J. Carnac, in a kurreeta of the 8th February 1841, warned his Highness against; yet then, as now, he enjoys guarantee, though on the previous 12th November the Honourable Court of Directors, in their despatch No. 2468, in paras. 7, 8, 9, and 10, enunciate their hope of a curtailment of such "anomalies."

8. This is not the place to enter on the general subject, but the opportunity seems to me fitting for suggesting, in this one instance, a reduction in the anomalies; and be it that the Right honourable the Governor in Council is of opinion the tender age of the heir of the firm precludes our now cancelling the guarantee, I beg to say on that score there need be no fears, for the manager of the house, Baba Nafra, is on friendly terms with the Durbar, and that even were it otherwise, now, if any time for years back, it is not actually in the power of his Highness to oppose it. I need not remind you of the difficulty there is in our own towns to introduce weights and measures tending to the general improvement, nor that had the Durbar the power and were disposed to oppress Hurree Bhugtee's firm on the cancelment of the guarantee, that there would not in half an hour be an open shop in the city.

9. The Durbar would indeed be much surprised did it suppose our, at this date, so tenaciously preserving what the Court of Directors term anomalies, arose from a desire to protect them from its vengeance; and the surprise would be at its being believed his Highness had such power. When the pledges were given, it was as much to protect the guarantee from the ruler of the country as the Arab jemadars, singly or combined; that those days have gone, the jemadars are not in being, and the ruler is positively ruled by the sowkars, one of whom is the very Baba Nafra (the manager of Hurree Bhugtee's house), the subject of these paras., and against whose advice the Government of Bombay, in a letter to the late Guikwar, warned his Highness.

10. But even had the Durbar the power, and were disposed to exercise it after the removal of the guarantee, surely the Resident by treaty could interfere. The power, I again assure you, exists not, and I may with equal certainty say, neither does the inclination.

11. Therefore under all the circumstances of the case, seeing no chance of our interference in this dispute being attended with other than very baneful results to the firm of Hurree Bhugtee & Co., and bearing in mind that on various occasions it has done quite enough to forfeit

forfeit the guarantee, I beg that in the spirit of the Honourable Court's views given in the despatch of the 12th of November 1840, No. 2468, the guarantee may be cancelled.

I have, &c.
(signed) *P. T. French*,
Acting Resident.

Baroda Residency, 22 February 1849.

TRANSLATION of a Yad from his Highness to the Acting Resident, dated 21st Rubil Avul 1249 (15 February 1849).

AFTER repeating the contents of a yad from the Residency, dated 22 December 1848, communicating the purport of Mr. Chief Secretary Malet's letter, No. 5269, dated the 18th December 1848, relative to the punchayet in the case of Joitabaee Shetanee, proceeds as follows:—

On receipt of the yad, Joitabaee's father, named Bhanabhaee, and the moonim of the firm, Baba Nafia, were sent for by Meer Surfraj Allie, Gopalraw Myral, &c.; they were separately informed of the contents, and requested to nominate a punchayet, and furnish a writing that they would abide by their decision. Maha Luxmee Baee consented to the proposition, and on the 2d Poush Shood (27 December 1848) presented a writing to that effect, but no reply having been received from Joitabaee, her father, Bhanabhaee, was again, on the 5th Poush Vud (13 January 1849) sent for, and the matter was explained to him. His reply was unfavourable, consequently a yad was addressed to Joitabaee on the 9th Poush (17 January), and another on the 13th of the same month (22 January), but no answer came regarding the punchayet. On the 7th Magh Shood (31 January) a jassood was sent to the Shetanee requesting her attendance at the apartments of Bayah Sahib (his Highness's mother), who would explain to her the circumstances of the case. This was also declined, and a third yad was addressed with similar effect. Notwithstanding this proposition has been made both personally and in writing, she still refuses to consent. I have the honour to inform you, that in consequence of this refusal the settlement of the case is postponed, and I beg you will have the goodness to bring this yad to the notice of the Bombay Government.

(True translation.)

(signed) *M. Battye*, Assistant Resident.

TRANSLATION of a Yad from his Highness to the Acting Resident, dated 21st Rubil Avul 1249 (15 February 1849).

MAHA LUXMEE BAEE, Shetanee, has presented a yad to the Durbar, to the effect that Joitabaee still refuses to consent to the nomination of a punchayet to investigate the complaint regarding her son; that these continued disputes are very degrading to the firm; that under pretence of her mother Ladbhaee's sickness, she has been for the last eight months living at her vuckeels, where strangers are constantly in the habit of going, and it is said that these vuckeels, &c., have made away with her jewels, which the Sirkar will admit is highly prejudicial to the character of the firm. Copy of the memorandum drawn up by the Shet for the prevention of all future misunderstandings regarding Joitabaee, and with a view to her observing a respectful demeanor towards the firm, has been already submitted to the Sirkar, on referring to which the circumstances of the case will become apparent.

Note.—The Durbar's note gives the matter in Maha-luxmee's yad.

A copy of Maha Luxmee Baee's yad is herewith forwarded; a copy of the paragraph of the memorandum above alluded to, was sent to the Residency with a yad, dated 29th Ramzan 1903 (8 September 1847), to which I request your attention; Joitabaee's conduct is highly disapproved of by the members of the firm of Hurree Bhugtee. I therefore have the honour to request, after taking the above into consideration, you will have the kindness to address the Bombay Government on the subject.

(True translation.)

(signed) *M. Battye*,
Assistant Resident.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(I.)

TRANSLATION of *Nursoo Punt's* Defence on the First Charge, addressed to *W. E. Frere*, Esq., Commissioner.

CHARGE I.

That, in the case of Joita Baee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:

THE following is the explanation I have to offer on the first of the charges preferred against me by Colonel James Outram, Resident, Baroda.

First Instance.

Inasmuch as, between the 2d and 15th of November 1848, he communicated to Captain French an erroneous account of certain petitions from Joita Baee Settanee, and her mother, Lar Baee, then lying untranslated in the Residency Office, thereby misleading Captain French, to the prejudice of Joita Baee Settanee.

First Instance of the First Charge.

Para. 1. To substantiate this, the report of Captain French, No. 282, dated 15th November 1848, and 48 untranslated Mahratta and Goozerattee papers have been produced, and merely because Captain French in the 4th para. of that report, in stating the nature of them, gives an epitome of their contents, which is said to be incorrect, I am accused by the Colonel of having misrepresented the meaning of these papers. With respect to this, I beg to state, that of these papers, only five are petitions from Joitabaee, and what Captain French has stated in the para. alluded to, is applicable to the whole 48. I deny having misrepresented to Captain French the meaning of the untranslated documents. A few days after Captain French arrived here, he sent for all the English books and papers, &c., connected with the case then pending (the complaint made by Joitabaee Settanee regarding her son), and was occupied some three or four days in reading them. Afterwards, he also demanded all the Mahratta and Goozerattee papers having reference thereto, and after making himself acquainted with the contents of the untranslated documents, he sent in a report of the case to Government. In the fourth para. of that, it is stated that numerous repetitions occur, that what is asserted one day is denied the next, and many subterfuges and evasions are practised by the petitioner. Most of the papers alluded to had reference to the taking of Larbaee's deposition, on examining which it will be at once apparent that Captain French's statement was correct, and it will also be seen, that in addition to what was contained in the translated papers which accompanied the report, nothing of any great consequence occurs in the untranslated documents.

2. The Colonel accuses me of being a relative of Baba Nafra's, of having received bribes from him, and adds that if Captain French had been informed of the circumstance that Joitabaee in her petitions charged me with being an accomplice of the Baba's, and had then instituted inquiries into the matter, that it would all have been made apparent; to conceal this, the Colonel says, was my object for misrepresenting the contents of the papers alluded to. This accusation of the Colonel is perfectly groundless. It is very fortunate for me that Captain French never entered an endorsement (shera), on any paper sent in to the Residency, without previously hearing it read through; and it certainly would be a great hardship if people in my position, who are in the habit of reading and explaining Mahrattee and Guzerattee papers to gentlemen, who write down their contents in English, the purport of which we know nothing at all about, should be held responsible for any mistakes that might afterwards appear in such translations; if such were the case we should be helpless.

Second Instance.

Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joita Baee Settanee to have been impotent for such a length of time previous to his decease, as proved the alleged pregnancy and delivery of Joita Baee Settanee to have been fictitious, and that the fictitious nature of the alleged events was so notorious, at or soon after the date of their occurrence, that Sir Robert Arbuthnot, baronet, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joita Baee's child.

Second Instance.

Para. 1. To substantiate this instance, the Colonel has produced his report, with accompaniments, No. 47, dated 31 March 1851. With reference to it, I beg to observe, that the popular opinion of Baroda, &c., could easily be discovered, from the correspondence that Captain French had previously perused, and he is not one of those sort of people who would take long in sounding such matters, for he was always in the habit of conversing with every one who came to see him in a frank open manner. It is therefore needless for me to amplify on this subject; all will be made clear when his (Captain French's) evidence is received.

2. In support of the assertion, that I told Captain French that Sir Robert Arbuthnot had refused to attend at the ceremony of (the 12th day), naming the child, the Colonel states that I was his informant, but I deny that I ever told him; he may have conjectured so from the purport of the first report on the subject, sent in to Government by Mr. Andrews in February or March 1847, or he may have heard it from some other source, and forgetting this circumstance, as he entertains doubts in his mind regarding everything connected with me, he now imagines that I was the person who informed him. The Colonel avers that shortly after his arrival in Baroda, I told him the above story to prejudice him against Joitabaee, to which end I used my best endeavours, from which circumstance he began to entertain doubts of my honesty, and spoke to Mr. Mansfield on the subject, who also concurred in his surmises; but if the Colonel entertained

tained such suspicions against me at that time, he surely would not have trusted me as he did with the responsible duties of the Resident's office for nearly 12 months afterwards, nor would he afterwards have written to me in April 1848 a note to the following effect: that "I hear you want to take your pension. I am not pleased at that; but do just as you like." To repeat any kind verbal expressions that he also made use of to me at that time would now avail me little. With respect to Mr. Mansfield, who was at that time Political Agent in the Rewa Kanta, if he also had entertained suspicions regarding me, is it probable that he would have spoken so highly as he did of me in the letter he sent in to Government some time in the month of January 1848, requesting that my son, Keshoo Raw, might be confirmed in his appointment? In short, it was from about the month of July 1848 that my enemies and detractors began to speak ill of me to the Colonel, from which period I date the commencement of the Colonel's suspicions regarding me; it is therefore unnecessary that I should enter further into details on this head.

3. I entirely deny the truth of the accusation that I misinformed Captain French as to Sir Robert Arbuthnot's reasons for not attending at the ceremony of naming the child; he may very probably have understood it from the purport of Mr. Andrews' letter of 1847 before alluded to, or he may have heard it from other quarters I am certain of, for I have been told that written proof can be procured here that Sir Robert Arbuthnot stated to certain parties in this city that the popular rumour on the subject was his reason for not attending at the ceremony of naming the child; but to produce that at the present time would be not only very difficult, but perhaps if I attempted it it would be destroyed; for this cause, I am unable to substantiate this fact clearly. Touching this matter, I beg to state that I never informed Captain French of it, or caused him to be informed of it, or even induced such an idea to enter his mind, and I do not positively recollect that Captain French ever so much as alluded to the subject before me; besides, up to this day I am ignorant of the purport of the report sent in by Captain French on the 22d February 1849, but when the evidence of that officer is received, all will be cleared up.

4. With regard to the above, it is clear that it was utterly impossible for me to root out of his mind any preconceived ideas without my being informed in any way of their existence, or of an inquiry having been instituted in the matter, because when the child was born, a variety of popular rumours were current in the town, of which I am perfectly convinced Sir Robert Arbuthnot was cognizant, and it is at the same time true that that gentlemen did not attend at the ceremony of the christening.

Third Instance.

Third Instance.

Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joita Baee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French, the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required, to secure the transmission, for submittal to the Resident's review, of the proceedings of the Punchayet, that had been assembled, at my instance, to investigate the complaints preferred by Joita Baee Settanee against Baba Nafra, the Moonim Goomashta of her late husband's bank.

1. To substantiate the above, the Colonel's report, No. 47, of 1851, before mentioned, has been produced and recorded, and the Colonel further states that Captain French framed the contents of the letter dated 15th November 1848, at my suggestion. With regard to this, I have to observe, that the Colonel's report and all its various accompanying enclosures are written in English, and are very lengthy, from which causes I am unable to understand the whole of the contents; and, indeed, it is not necessary that I should do so, because Captain French did not inform me of all he had written in his report of the 15th November. After an examination of the whole of the correspondence connected with this case, Captain French drew up of his own free will the report alluded to, and sent it to the office. Shortly afterwards, when I went to speak to him on the business of the day, he told me that he had written to Government on the matter, and given it as his opinion that a settlement of this case should be effected by a punchayet appointed from among the parties themselves, to which I gave a short and decided answer that this was a "criminal charge," and that Government would never sanction his recommendation that it should be disposed of as a "civil case;" he replied that it was necessary to preserve the respectability of a great house, and to put a stop for the future to disputes which only entailed ruin on all concerned. This was all that passed between us, and on my return to the office I informed Mr. Battye of what had occurred. No further conversation took place between Captain French and myself on the subject of this report, and he never so much as asked me my opinion. It was his opinion that the course which had hitherto been adopted with regard to the settlement of this case should be entirely altered; but what blame can be attributable to me for that?

2. Captain French, from an examination of all the papers connected with the case which had been received previous to his arrival, made himself fully acquainted with the manner in which it had hitherto, up to the present time, been, and was for the future to be conducted. I also informed him about it, and Mr. Battye has stated in his evidence that at the time of giving over charge to Captain French he had informed him that the case was at a stand-still, owing to the Gaekwar being unable to send in the proceedings for want of Larbaee's evidence, and a memorandum to this effect, dated 9th October 1848, will be found among the untranslated documents, which will also be explained by Mr. Battye when questioned on the subject, and all will be cleared up on the receipt of Captain French's evidence.

3. The colonel is constantly harping on the circumstances of the few days that elapsed between

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between the arrival of Captain French and the despatch of his report to Government, dated 15 November 1848, and attributes the misrepresentations therein contained entirely to my suggestions and advice; but this is altogether without foundation, because Captain French in drawing up reports for Government never acted entirely upon my advice, which is clearly shown from Mr. Battye's evidence already taken.

4. The Commissioner should have the goodness to inquire whether, from the date of Colonel Outram's return to Baroda in the month of May 1850, up to the end of June of the same year, any further reports were sent in to Government regarding the present case; and if so, to ask for, and examine them, when if there is anything further worth knowing in the matter, it will be at once apparent.

Fourth Instance.

Inasmuch as, when directed by Captain French to draw up a summary of a petition, addressed by Joita Baee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing that the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

Fourth Instance.

Para. 1. To substantiate the above, the following documents have been produced and recorded :—

Petition from Joitabaee, dated 7 May 1849, to the Governor in Council.

Ditto - - ditto to the Resident; and two ditto, dated 10 and 20 April, to the ditto; and 115 para. of Colonel Outram's report to Government, No. 47 of 1851; and the evidence of Mr. Battye has been taken.

With reference to the above paper, I beg to observe that the copy of the petition dated 10 April is not included in the petition of the 7th May to Government; but only the copies of the two petitions from the petitioner to the address of the Resident, and dated 20 April and 7 May respectively are sent with it. It is invariably the custom, whenever an entire translation is required of any paper, or merely the substance of it, for a karkoon to take the original paper and read it word for word to the Assistant Resident, who makes the required translation. In this manner the papers above alluded to were translated by the Assistant through the medium of Narrain Row, carkoon. I did not draw up, or cause to be drawn up for translation, the substance of these petitions; of this I am quite positive, and have not the slightest doubt. It was not even the custom to draw up for translation summaries of petitions of this description. It was usual for the carkoon to read out the paper, and for the Assistant, or English writer, to translate therefrom either the whole, or only a portion of it, as was required. In this manner the paper above alluded to was prepared; I therefore cannot comprehend on what ground the Colonel prefers this false accusation against me. It is the business of the translator to examine and compare translations of Mahratta and Goozerattee documents with their originals, and see that they are right. I am entirely ignorant of English, therefore if, as the Colonel says, any discrepancies occur in the translations, why need I enter into particulars thereon? Mr. Battye, in his evidence on this matter, at first states that there was a paper containing the substance of the above documents, but afterwards expresses a doubt on the subject, and says that, with the exception of this one paper, no other written summaries of Mahrattee and Goozerattee papers were ever in the habit of being prepared; but if a translated summary of any petition, &c. was required, the original document was read out to the translator, who therefrom took down the substance thereof. It is clear from this and the remainder of his evidence that it all goes for nothing in substantiating the present charge against me. In further support of this, I beg to observe that underneath the English translation of the substance of these papers appears an endorsement (shera) to the following effect :—"That the contents of the enclosure correspond with the contents of the English petition dated 21 December 1848." Now what was in this English petition I have not the most distant idea, nor did I ever see it. From this it will be seen that it is utterly improbable that the above endorsement was subscribed at my suggestion. It is quite evident that the Assistant Resident had the Mahrattee and Goozerattee papers read and explained to him, and after comparing them with the English, wrote the endorsement in question; and if that gentleman is again questioned on the subject, it will be cleared up. In reply to a question put by the Colonel, Mr. Battye gives it as his opinion that the native agent is responsible for all translations, although they may have been made through the medium of other carkoons. Now from this it is clear that the subordinate position which that officer holds, induced such an answer.

2. The Colonel brings forward in support of the groundless accusation that I misinterpreted the meaning of the papers in question as one of my principal reasons for so doing that they contained a complaint against myself which I was anxious to conceal. Regarding this, I beg to state, that in the (shera) endorsement entered beneath the translated substance of the petition of the 7th May, a reference is made to the English petition of the 21st December 1848, which had been received from Government, which contains many complaints against me. The Colonel further gives and quotes as another reason for my thus acting, that had I done otherwise, Government would have been convinced that there was no necessity for altering the course which he had adopted for the settlement of the case, and of assembling another punchayet for that purpose. The Colonel sent in a letter on this matter on the 26th December 1847, and Captain French in forwarding his report of the 15th November 1848, sent all the papers, documents, &c. connected with the case along with it; and as they were all before Government, they must have been perfectly cognizant of the fact that the investigation of the case was first to be concluded in the Guicowar court, and afterwards

wards referred to the Residency. In the untranslated papers there was nothing that Government was not already acquainted with. Again, the Colonel brings forward as another reason, that had I done otherwise the Government would have been made aware of the fact of the Guicowar Sirkar having sent in a false memorandum (yad), stating that Joitabaee had refused to abide by the decision of the new punchayet directed to be chosen from the parties concerned, when no such dissent had ever been given by her, and on the receipt of which yad Captain French had written to Government acquainting them of the circumstance on the 22d February 1849. Now I beg to observe, that in the 2d para. of the letter above alluded to, it is apparent that Captain French did not write this letter merely from the fact of his putting confidence in the statement of his Highness; but he states that he also sent for the father of Joitabaee, and made inquiries of him on the subject.

3. In the report produced for substantiating this charge several other accusations are preferred against me, to which I beg leave to submit the following brief answers:—

1st. The Colonel states that I misrepresented the meaning of the petitions received from Joitabaee, dated the 30th December 1848, 3d and 17th January, and 5th April 1849, to Captain French, which led to his sending improper answers to them. Regarding this, I have to observe, that if these papers, with the endorsement thereon, are produced and shown to Captain French, it will be proved that these petitions were read word by word to him; that without asking my opinion, he of his own accord caused the orders to be endorsed thereon. This will be quite apparent.

2d. Two petitions of the 10th and 20th April 1849, respectively, were received by the Acting Resident from Joitabaee, and on the heading of them appear endorsements with that gentleman's signature attached, to the effect, that as these petitions contain disrespectful language, they are returned without being read through. Now, if these petitions are shown to Captain French, and he is questioned in the matter, he will explain it fully.

3d. It is said that a correct translation of the papers which accompanied the petition of the 7th May 1849, was not sent in to Government, but that the substance thereof only was extracted, and that in doing this it was my endeavour to deceive the Government. With reference to this, I beg to state, that it rests entirely with the head of the office to decide whether a literal translation or a mere substance should be sent in to Government. In reply to Captain French's letter, dated 15 November 1848, Government, apparently forgetting what had before taken place, sent an improper order; this the Colonel entirely attributes to my doings. To such an accusation I am unable to reply at length, because from every proof brought forward, it would appear to be the Colonel's opinion that I was the principal person in carrying on the duties of this Residency, and that the Resident invariably acted according to my suggestions; and further, that he never rejected an opinion of mine. Such was not the case; for since the receipt of the Government order removing the responsibility from the native agent, his weight and influence have been entirely done away with. He now only reads and explains, like a carkoon, any Mahrattee or Goozerattee papers which may be received; and beyond writing answers, or endorsing orders, according to the Sahib's direction, he has nothing else to do. Captain French, after his arrival here, sent in several reports to Government on this and other cases; but of the purport of these I am quite ignorant, and he never even asked my opinion thereon. He was in the habit of getting all the English correspondence for a long time back from the records of the office, and used to read them up day and night, by which means he made himself well acquainted with their contents. He had no occasion for a native agent, and even reported to Government that, in the event of (Nursoo Punt's) my being relieved, there would be no necessity for another native agent, that a sherestedar was all that was requisite. That he did not require the assistance of a person like me is quite evident from this. He used to send for carkoons at all hours, and even transacted business through them; but he never did anything without first making himself thoroughly and satisfactorily acquainted with the subject he was on.

The above is my reply to the fourth instance of the first charge.

1st. On perusal of the above brief reply, it will be at once apparent that, owing to a misunderstanding which has taken place between the Colonel and Captain French, all that has been done by the latter in this case has been disapproved of by the former; and he, therefore, without rhyme or reason, falsely accuses me. In such a strait, I acknowledge that God has been so far merciful to me, inasmuch as Captain French is at the present moment alive, and residing in this country, otherwise death would have been my only door of escape from the groundless charges, both written and verbal, of the Colonel. I need not enlarge on this subject. The awarder* of justice is capable of drawing his own conclusions.

Commissioner.

2d. The Colonel is always asserting, both in writing and words, that in consequence of the relationship that exists between Baba Nafra and myself, I am an accomplice of his, and interested in all that concerns him. Now, at the time the Colonel heard this rumour from other parties, what was there to have prevented him from inquiring personally of me as to the nature of the relationship that existed between us, or if there was any at all? Baba Nafia is no near relative of mine. There are very few families of my caste in this city; therefore intermarriages have taken place among us; owing to which he is a connexion of mine.

Firstly. Vishnoo Punt Nafra, the husband of my wife's sister, and formerly a karbaree of the firm of Hurry Bhugtee, was the uncle of Baba Nafra, which is the original connexion between

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between that individual and myself, and, for this very reason, no friendship subsists between us, because when the son of Vishnoo Punt, named Abba Nafra, was only an infant six months old, he lost both his parents, and his father's situation in the firm was thereon forcibly retained by Baba Nafra. When the boy grew up, a small situation was given to him, and he was thrown upon the world, and left to his own resources. The weight of all his father's (Vishnoo Punt's) debt, which had been incurred during his lifetime, were, however, cast by Baba Nafra on his (the lad's) shoulders, whereby he was reduced to poverty, which has occasioned great enmity between the two up to the present time. Now, as Abba Nafra and I are on good terms, Baba and I are consequently on bad, which circumstance was publicly known, not only to all the people of my caste and many of the city, but the late Maharaja himself was also acquainted with it; and he was also heard to remark to some one, that owing to my friendship with Abba Nafra, that I entertained an enmity for Baba Nafra. At the present time, from want of assistance, I am unable to produce proofs of the truth of this; but if due inquiries are made through some other means, it will be satisfactorily proved.

Secondly. Regarding the second connexion that exists between us, I beg to state that some time after my arrival here in A. D. 1845-46 (the Sumvut 1901), my elder brother wrote, and consulted me regarding the advisability of marrying his daughter to Baba Nafra's son. This I disapproved of; but without obtaining my full consent, he at the unfortunate solicitation of his wife, married them. From that time a rupture occurred in the friendship of my brother and myself, and his family having separated from mine, now reside at Baroda.

Thirdly. Regarding the third connexion that exists between us, I beg to remark that Baba Nafra's wife's sister's daughter was married to my son in the year 1901 (A. D. 1845-46), but the sisters are not on good terms with each other.

These are the whole particulars of the case, but, notwithstandig, I have no intercourse whatsoever with Baba Nafra. The Commissioner should bear in mind, in reference to this, that amongst us natives, besides brothers of the same parents, father and son, wife and husband; although there is no other relation which we consider near or are bound to by the ties of affection, yet even amongst these, enmity, almost to the taking of each other's lives, occasionally exists, in support of which I will quote the case of the sons of Gungadhur Shastree, who although sons of the same parents, yet up to the present time such dire enmity subsists between them, that although they live near one another, yet on a death occurring in one of their families, the other would not enter the house of his brother. A thousand such examples might be quoted, but it is needless to lengthen this by a detail of them. It does not follow that because people are related to each other they should be friends, and have intercourse with one another; this is quite a different affair. There are hundreds of examples to prove that if the son, father, or any other relative whatsoever of an upright man misconducts himself grossly, he immediately drops all intercourse with him. It was therefore necessary at the time to have instituted a minute inquiry by any other means, except through my enemies, as to the truth or otherwise of my being in intercourse with Baba Nafra.

3d. If the Colonel advances the relationship existing between Baba Nafra and myself, as a reason for my being his accomplice, then the explanation I have above given will sufficiently refute it. Again, if he asserts that he only entertained suspicions of my exercising partiality towards him, then I beg to say such is not the case; in support of which I beg to submit the following explanation:

1st. When Joitabaee's petition first came to the Residency, I informed the Colonel that this was a very perplexing case, and demanded an investigation into it in his presence; but my suggestion was not heeded, and it was decided that it should first be inquired into in the Guicowar's court. They were of course aware of the important dispute that had arisen in this case, and therefore it was clear that the inquiry would never be set agoing in accordance with the strict laws of justice.

2dly. When the Meetapor villagers came from Kaira to give their evidence, I recommended the Colonel to have their depositions first taken at the Residency, and afterwards to send them to the Durbar. To this he gave me a distinct answer that the preliminary investigation was to take place at the Durbar, and that we had no business to interfere in the matter, and directed that the people should be sent immediately. They were accordingly sent to the Durbar without having their depositions taken. If my recommendation had been acted upon at the time, the true features of the case would have been made apparent.

3dly. The Colonel was frequently written to, and informed by the Guicowar that no wakeel was required on the part of Joitabaee, and that Bhanabaee only should be permitted to come and conduct the case. I at that time distinctly informed the Colonel that Bhanabaee was not sufficiently clever to manage the business; and added, how will the inquiry get on in that case? The Colonel then, according to my recommendation, desired that a good man should be appointed for the purpose, and the Durbar was written to to that effect. Notwithstanding this, there was something like a prohibition against a wakeel going to Joitabaee, and I several times reported this to the Colonel, but in consequence of his meeting Govind Row, what I said was unheeded, and she did not get free permission for retaining a wakeel.

4thly. I represented to the Colonel that Joitabaee, the complainant, being of the same rank as

as the elder Settanee, no guards should be placed over her, to which he replied, "That as suspicion rests on her, it is necessary that she be kept under some restraint."

5thly. I had a conversation with Trimbuck Shastree regarding the dispute which occurred in the evidence of Joitabaee, which had been taken by Trimbuck Shastree and other kamdars of the Durbar, the purport of which I communicated to the Colonel.

6thly. As great delay had occurred at the Dubar, owing to Lardbaee's deposition not having been taken, and the proceedings consequently not forwarded to the Residency, I several times recommended the Colonel to send for the case and proceedings, as they then stood, without the deposition in question; but he did not follow my advice, saying that he would not interfere in unfinished matters, but as soon as it was completed he would send for it. After this he, Colonel, merely used his endeavours to get Lardbaee's deposition taken as speedily as possible; but, up to the time of his departure, this was not effected.

The above is a brief sketch of what occurred; and whether the Colonel may recollect it or not, I was at all times in the habit of acquainting him with anything that might suggest itself to me regarding this case, with the utmost impartiality. I take God as my witness that I acted without favour or affection to either party; for it is quite clear that there can be no proof of conversations that have taken place with gentlemen on different subjects, if they themselves fail to remember the purport of them. From the circumstances of my not being perfectly conversant with the true features of the case, I have appeared in the light of a go-between, and have been constantly blamed by both parties at the Residency and elsewhere; nevertheless, regardless of that, I have always relied on my own rectitude.

There is another circumstance I wish to relate. At the time this case was being investigated, in the Sumvut 1903, about November A. D. 1847, when the wife of Baba Nafra first set out on a pilgrimage (jutra) to Dwarka, his Highness the Guicowar received a petition from Joitabaee, requesting that she might be brought back, which gave rise to a dispute, and he thereon ordered her back from Peitlad. On her return to Baroda, with all her followers, Baba Nafra's people gave me no end of abuse, and blamed me far and near; and I was afterwards informed that an account of the circumstance had even been sent down and published in the English newspapers at Bombay. From this it will be evident that there is not the slightest foundation for accusing me of being an accomplice of his.

4. Baba Nafra had great interest with Gunesh Punt, then the principal karbaree of the Guicowar's court; and the late Maharaj was also very kindly disposed towards the Baba, which gave him vast influence and importance, a fact which was well known to all the people in Baroda, old and young. He did not care about the acquaintance of a person like me; on the contrary, looking on me as a mean low fellow, he was in the habit of casting reproaches upon me on all occasions. On the death of the late Mahrajah, in the same manner as he had formerly effected his object with his late Highness, he again succeeded in securing the favour of the present Guicowar.

5. In the very commencement of these proceedings, the Colonel, in his opening address, has endeavoured to prejudice the mind of the Commissioner against me, and to give rise to suspicions to my detriment by assertions such as these; that I came to Baroda on a reduced salary; that about the time of my arrival here, an anonymous petition was received at the Residency, stating that I had received bribes when at Baroda on a former occasion, and also mentioning a variety of other things of a suspicious nature; that I had relations among the wealthy and influential inhabitants of Baroda, as well as among those of indifferent character; these, and a host of other imputations, were laid on me, to which, were I to attempt a reply in full, I should entail a deal of trouble on the Commissioner. Besides, until the investigation is completed, and my innocence clearly established, how can the Commissioner place confidence on my present assertions? I shall therefore not enter into particulars just now; as the case proceeds, I will, to the best of my abilities, furnish my explanations. Nevertheless, if I abandon entirely the idea of taking any notice of them in this, my first defence, the effect of these slanderous calumnies on the mind of the Commissioner may prove injurious to me as the investigation progresses; I therefore beg leave to submit the following brief explanation:

The anonymous petition above alluded to is of a date antecedent to my receiving charge of the office, and the writer of it is evidently a person who, having heard the fame of my honesty, entertained great fears that my coming to take up this appointment would put a stop to all illicit profits, &c., and he therefore naturally endeavoured to raise doubts in the mind of Government regarding me; the proof of which is, that the assertions contained in that petition are entirely false. One of the principal accusations in that petition is, that when I accompanied Lord Clare's (then Governor of Bombay) suite to this place in 1831-32, I received bribes. Now I beg to state, regarding this, that at that time I did not accompany the Secretary on any Government employment, nor was I concerned in any of the transactions then going on here; therefore what object could any one have in offering me a bribe, and still less opportunity could I have of accepting one? At the time in question I was dufterdar at Surat, and when I heard that the Right honourable the Governor's suite was about to return to Bombay by sea, as there were several gentlemen of my acquaintance with them, I immediately got four days' leave from Mr. Stubbs, and came up to Baroda to meet them, and arrived here at the very time that the Governor had completed all the business he had to transact, and he and his establishment were about to start for Surat, to which place I accompanied them back. Again, the manner in which I am connected with people as stated in that petition is incorrect, in support of which I beg to refer you to the 3d paragraph of the present defence.

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Touching the imputation cast on me relative to my having come to Baroda on a reduced salary, I beg to state that I have Government orders and other papers to show my reasons for so doing, and I have also proofs that I used my best endeavours to obtain a situation at another place, but no opportunity offered, and I will produce these whenever the Commissioner has leisure to examine them, from which he (the Commissioner) will be convinced that the Colonel's assertions are entirely without foundation.* It would be unbecoming of me to enter further into detail on this head just now.

6. In conclusion, I beg to observe that the Colonel, to substantiate the charges above alluded to has produced several immense volumes of English papers, and has been employed in preparing the charges now brought against me for the last 12 months. I do not understand the English language at all, and I am utterly unable to expend the large sum of 15,000 or 20,000 rupees to engage an English advocate to defend and plead my cause.

Up to this time, I have faithfully served Government, and earned a reputation.

The Colonel is a great sirdar, I am a mere carkoon; I am therefore powerless to enter on a discussion with him, and for this reason I have briefly detailed the true particulars of my case. On this subject what need is there of further remark? I have no papers to produce to refute this charge. The following is the list of my witnesses:—

1st. Captain French, who, not being present, must have the questions in the accompanying memorandum sent to him for his answers.

2d. Mr. Battye. This gentleman has been examined by the Colonel, but at the time he gave his evidence I had not seen the papers in support of the charges; since examining several of them, some questions have occurred to me, which it is necessary to put; his evidence is therefore again required.

3d. Narain Row Chimnajee.

4th. Hurry Appajee.

These two were at first included in the Colonel's list of witnesses, but their names were afterwards struck out. Their evidence must be taken. Altogether the depositions of four witnesses are required.

Baroda, 23 June 1851. Jesth Vudh, 9th (Monday) Sumvut 1907.

(signed) *Nursoo Luxomon*,
Late Native Agent, Baroda Residency.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(K.)

From *W. E. Frere*, Esq., to *J. L. Johnson*, Esq., Clerk and Commissioner of the Court of Requests, Bombay.

Sir,

I HAVE the honour to enclose six papers of questions submitted by the accused and prosecutor in an inquiry before me under Act XXXVII. of 1850, to be put to Captain French, now Town Major in Bombay, and late Acting Resident at this Court, and to request you will, under Act VII. of 1841, take his answers on oath and return them, together with their questions, to me, with as little delay as practicable.

* *See* below. Documents, as per margin*, are enclosed, which I request may be shown to Captain French and returned with his answers.

I have, &c.

Baroda, 23 June 1851. (signed) *W. E. Frere.*

(L.)

From *J. L. Johnson*, Esq., Commissioner and Clerk, to *W. E. Frere*, Esq., Baroda.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, dated the 23d ultimo, with the documents noted in the margin†, and to return herewith the replies, taken on oath, of Captain

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* (A.) Letter from Captain French to A. Malet, Esq. (No. 282), dated 15 November 1848, with enclosures, the whole paged from 32 to 91 inclusive.
(D 1.) Petition, in Guzerattee, from Joitabaee Sethanee, dated 10 April 1849.
(D 2.) Ditto, ditto, dated 20 April 1849.
(G.) Letter from Captain French to A. Malet, Esq. (No. 199), dated 21 June 1849, and enclosure.
(H.) Ditto, ditto, (No. 55), dated 22 February 1849, and enclosures, paged 108 to 113, both inclusive.

† Letter from Captain French to A. Malet, Esq. (No. 282), dated 15 November 1848, with enclosures, the whole paged from 32 to 91 inclusive.
(D 1.) Petition, in Guzerathee, from Joiteebaee Shethany, dated 10 April 1849.
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(G.) Letter from Captain French to A. Malet, Esq. (No. 199), dated 21 June 1849, and enclosure.
(H.) Ditto, ditto, (No. 55), dated 22 February 1849, and enclosures, paged from 108 to 113, both inclusive.

Captain P. T. French, to the six papers of questions submitted by the accused and prosecutor, in the inquiry before you referred to.

You will have the goodness to observe that exhibit (F.) (stated to be a petition from Joitabee, dated the 30th December 1848), referred to in one of the questions submitted by Nursoo Luxamon, was not enclosed in the packet, nor is it enumerated amongst the documents noted in the margin of your letter.

I have, &c.
(signed) *J. L. Johnson,*
Commissioner and Clerk.

Bombay, Court of Request's Office,
5 July 1851.

Fee on one summons, nine annas and eight pies (9. 8.)

(M.)

Questions to be put to Captain *P. T. French*, late Acting Resident at Baroda, on Behalf of Nursoo Luxmon, late Native Agent there.

1. You having taken charge of the office of Acting Resident at Baroda on the 2d November 1848, on the 15th November 1848 made a report to Government regarding the child of Settanee Joiteebaee, wife of Bechur Samul, of Hurree Bhugtee's firm, about which a complaint had been made to Government; is it true that you made this report, after reading and considering the English correspondence and translated papers, and after having made yourself acquainted with the untranslated papers?

Yes, I read and considered the English correspondence and translated papers. I do not recollect having had read to me the "untranslated," but must have gathered that they were, as I stated, from the Assistant Resident, Lieutenant Battye, and the native establishment of the office.

2. Were you aware when you made this report that the Guicowar authorities were, by a committee, inquiring into the case, and that their proceedings were to be submitted to the Resident?

I don't recollect anything about this committee.

3. Did you know from Colonel Outram's report of the 26th November 1849, and other papers, that the inquiry before the Guicowar's authorities was stopped on account of Larbaee's deposition, but that upon the receipt of that deposition, a kind of appeal was to be made to the Residency to be sent to Bombay?

I suppose I did, if it was the case, as I read all the compilation.

4. Is it true that after you took charge on the 2d November, besides me, Govind Row Rode and others were constantly coming to you and conversing with you on all subjects?

Of course many natives came to call, and we conversed on various subjects.

5. Upon whose information did you give the common reports which you have mentioned in your report to Government?

Upon that recorded I knew, and conclude I made inquiries of many others. That is on report of 15th November.

6. Did I advise you in your letter of the 15th November, or did you write it of your own accord?

I conclude I asked the native agent on many points of the case before writing my report.

7. Did any conversation take place between us after you sent the letter to be copied, in consequence of your informing me that you had recommended that the question should be referred to arbitration, and if so, what was it?

I have no recollection; it is very probable, and I wish the question was so put as to recall the matter to recollection.

8. Did you make your reports to Government of the 22d February 1849, No. 55, and the 21st July, No. 199, on my information, and did you ever consult me on the subject of them?

When the two reports in question were made, I had become, through conversation with many, versed in the case a good deal. I conclude I spoke to and conversed with the native agent ere writing, but have no positive recollection.

9. From whom did you obtain the information you have given in your letter of the 22d February, that Sir Robert Arbuthnot did not attend the ceremony of naming Joitabaee's child?

From the English compilation. The letter is replied to by Government.

10. What led you to give the answer endorsed upon Joiteebaee's petition of the 30th December 1848, Exhibit (F.), now shown you?

The Exhibit (F.) *referred to in the question was not enclosed in the Commissioner's packet, and consequently the answer cannot be taken.*—(signed) *J. L. J.*

11. What led you to give the answers endorsed upon exhibits (D 1.) and (D 2.) now shown you?

(D 1.) For its incivility. (D 2.) For the same reason. Both urzees are disrespectful to his Highness the Guicowar.

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12. Did you employ other carkoons besides me in reading papers and conducting business while you were Acting Resident?

Yes; Narrain Rao and the other carcoons; but only occasionally. I usually employed the native agent.

13. Did you do all your work as Resident with my advice, or did you ever do anything without consulting me; and did you ever observe me trying to bias you in this or any other matter?

I inquired of all I could, and acted on my own judgment. Often, I doubt not, without consulting the native agent. Nursoo Punt's ideas were those of all I ever met at Baroda on this case of Jootai Bhy (except her father and wuckeel), and those ideas he expressed, but I observed, seldom or never unless when asked; and this seemed to me to arise from his being a relation of Baba Naffra, a person who had, Nursoo Punt once told me, made and would unmake the house of Hurree Bucktee. He never tried to bias me that I can recollect. Neither do I entertain any impression that he ever tried to "bias" me in the case in question, or in any other one; he expressed and was encouraged to express his real feelings. They might be right or wrong, and might or might not concur with mine.

(signed) *P. T. French*, late Acting Resident, Baroda.

Taken on oath before the Court of Requests, Bombay, this 3d day of July 1851.

(signed) *J. L. Johnson*, Commissioner and Clerk.

(N.)

Questions to Captain *P. T. French* on behalf of the Prosecutor.

1. Did you ask Mr. Battye to communicate to you his own views regarding the Joiteebaee case?

Of course. Mr. Battye and self conversed on all such cases freely.

2. If so, what were his views as expounded to you by him?

The same as my own, as far as I recollect.

3. Prior to writing your letter of the 15th November 1848, in reference to the Joiteebaee case, had you had any conversation on the subject of that case with Nursoo Punt?

Of course, I must have had.

4. If so, what was the nature and the amount of information he gave you?

We conversed; but I can't say if he gave any or what information, after a lapse of 2½ years.

5. What were the cases then pending at the Residency on other matters discussed in the various conversations you had with Nursoo Punt between the 2d and 15th November 1848?

The records will tell. I can't at this distance of time.

6. Did you seek information regarding the Joiteebaee case, or regarding matters bearing on that case, from any one else than your assistant and your native agent; if so, state the name or names of the party or parties from whom you sought or obtained such information?

Of course I did; but at this distance of time can't say names, especially touching my first report.

7. Was it your duty to endeavour, before communicating to Government any information thus obtained, to test its accuracy by referring to or interrogating your assistant and your native agent?

Yes; no man should report to Government aught he believes won't stand a test.

8. Do you understand Mahratta when read to you?

Yes.

9. Can you yourself read that language?

No.

10. Can you write it?

No.

11. Can you understand Goozerattee when read to you?

Indifferently.

12. Can you yourself read it?

No.

13. Can you write it?

No.

14. Whom did you consider responsible for the accuracy of yads, or other documents addressed to the Durbar, or to Joiteebaee (in the native language), by your order?

Government considers the Resident responsible, and he may look to the native agent as head of the native establishment, but there is also the head karkoon; and I think I introduced a system of the native assistant, or head carkoon, signing each paper, to beget responsibility and care.

15. Between the 2d of November and the 15th, 1848, when you reported to Government on the Joiteebaee case, what means had you taken to ascertain the real merits of the case, or the progress that had been made in its investigation prior to your assumption of office at Baroda?

I know I read the compilation, and I conclude I conversed with the assistant native agent, karkoons, and others, but after 30 months, can't swear thereto.

16. When

16. When you reported to Government regarding the Joiteebaee case on the 15th November 1848, had you yourself read the correspondence that had passed between the Residency and the Durbar, in reference to Joiteebaee, and that between the Residency and the above-mentioned lady and her parents?

I do not recollect. I made myself acquainted with the subject, and wrote.

17. If you did not read it, was it read aloud to you by any one?

Don't recollect.

18. If so, state by whom?

Can't say.

19. Was he the proper person?

Can't say.

20. In your letter, you say the untranslated papers are very similar to those now forwarded, in fact "in many respects mere repetitions, a denial on one day of what, on the previous one, was admitted; subterfuge and evasions; but all on the part of the petitioner, Joitabaee and her parents." On whose or what authority did you inform Government that the untranslated papers contained "a denial on one day of what on the previous day was admitted; subterfuge and evasions; but all on the part of the petitioner, Joitabaee, and her parents;" did you do so from having yourself perused the papers thus characterised, or did you do so from having had them read aloud to you, or did you do so from having received a description of them from some one else?

Can't say at this distance of time; I made myself acquainted with my subject, and reported.

21. If you did not characterise them from a knowledge of their contents derived from a personal perusal of them, but from having had them read aloud to you, who was the person who read them aloud to you?

Can't say.

22. If you characterised these papers in the manner above alluded to on the authority of a description of them given to you by another person, who was the person from whom you obtained the description of them, which you communicated to Government in your letter of the 15th November 1848?

As before said, I made myself acquainted with the subject, and wrote; but how, I can, of course, only say on positive recollection, that I consulted the records in English.

23. Were you justified in designating the untranslated papers in the manner you did, from the impression of them conveyed to your mind when, having had them read over to you by a carkoon, without ascertaining from your assistant or your native agent whether their impressions regarding the said papers coincided with your own?

I believed I was, and knew of no reason for changing that belief.

24. If you did consult your native agent and assistant, what were the sentiments expressed by one or other or both of these individuals, according as you consulted one or both?

Can't say at this distance of time.

25. When you wrote your letter of the 15th November 1848, were you aware that all that Joitabaee had ever prayed for was an impartial inquiry into her allegations, to be conducted by the Resident in person, adequate precautions being taken pending that inquiry to protect the wealth of her late husband, to prevent the alienation of Baba Nafra's own property, till the peculations she charged against him had been disposed of, and to confine his person till after he had been tried for conspiracy, child-abduction, &c.?

I gave all the information I was in possession of, and that on the English records, and what I could gather in the Residency. I neither then nor now believed that all Joitabaee wanted was as given in this question.

26. At the date of your letter of the 15th November 1848 were you aware that the reason assigned by Joitabaee for praying that the Resident might conduct the investigation in person, was that the majority of the Residency native establishment were in Baba Nafra's interest?

Can't say I was or was not aware then that the lady thought the Residency establishment more her enemies than she had ever said they were from the time Sir Robert Arbuthnot was Resident.

27. When you stated that at the date of writing your letter of the 15th November 1848, "the case is undisposed of, and seems as far as ever from amicable settlement," had you been made aware that a punchayet had been appointed by the Durbar to investigate the charges brought by Joitabaee Settannee against Baba Nafra; had you also been made aware of the state in which the case then remained, and if so, who gave you such information?

I might have been, but can't say now I was.

28. Were you at the same date aware that prior to your arrival at Baroda, Larbaee had given as full and ample a deposition as the punchayet had a right to demand of her, and that thus the punchayet had been deprived of the only pretext they had had for delaying to close their proceedings and forward them to the Residency for that review to which I had intimated they would be subjected, and in the course of which it might be necessary to test much of the evidence recorded by the punchayet.

I might have been, but have now no recollection one way or the other.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

29. Were you aware that the punchayet appointed by the Durbar to investigate the charges preferred by Joitabaee Settannee against Baba Nafra was composed of the personal friends of the Baba?

If they were so, I suppose I was not, I have no recollection now of what I thought 30 months back.

30. If such had been the case, was it the duty of the native agent to bring it to your notice?

The native agent and all in the office would, of course, be bound in duty to report if they thought such the case.

31. Had the native agent informed you that such was the case, and had you ascertained that his information was correct, and further, had he informed you that Larbaee having given her deposition without a vakeel, there remained no obstacle to the closing of the punchayet, should you have deemed it right to follow the plan I had laid down of calling for the punchayet proceedings, and subjecting them to that review which Joitabaee was entitled to demand in virtue of the guarantee enjoyed by her late husband?

No, I don't suppose he thought "such was the case," and I had no such information to test from him or any one. Of this matter I have now no recollection of aught occuring, or the reverse.

32. In the 6th para. of your letter above quoted, what was the particular act of Larbaee referred to by you as constituting a departure from the customs and usages of her caste and profession; was it the bringing a vakeel from Bombay, or the wish expressed by her to have a lawyer from the Presidency?

I conclude I meant not submitting her complaint to a caste punchayet.

33. In the 5th para. of your letter of the 15th November 1848, you wrote as follows: "In a case of this nature we meet with impediments at every step in the investigation; the honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband, and he, the people here assert, was unable to beget progeny for a period that, if true, would settle the point. Thus it will be seen that insuperable difficulties beset the settlement of the question either at the Residency or the Durbar." In the foregoing paragraph, whom did you mean to indicate by the expression "the people here"?

I can't now say who were meant by "the people here," 30 months back, with of course any precision, but I suppose the impression on my mind arose from reading and conversing with all the Residency, including the assistant, native agent, &c. &c, and with the Dubar wuckeel, Govind Row Rori, besides any others. Of late reports I can speak with more confidence, be there any questions to answer referring to them.

34. From whom did you derive the communication thus forwarded to Government concerning what was asserted by "the people here"?

The above is my reply to this.

35. Ought you not to have applied to your Assistant or your native agent, and did you apply to either or both of these individuals, with a view to ascertain whether the assertion attributed to the parties whom you designated "the people here," was actually made by these parties?

Reply No. 33 is my answer to this.

36. If you did so, state the nature of the information given to you by your Assistant and your native agent, one or other, or both?

Reply 33 tells, I can't answer this with any certainty.

37. Should your information have been derived from Narrayen Row; will you state the circumstances under which that karkoon came to offer his opinion on such a subject, at a time when you had been scarcely a fortnight at Baroda?

If Narrain Row came, I don't now recollect the circumstance.

38. If Narrain Row was your informant as to the alleged assertion of "the people here," and if he did not volunteer his information, can you recollect what circumstances or considerations induced you to seek information as to the popular belief of Baroda, or of a portion of the people of Baroda, in reference to matters then pending at the Residency?

The "inducement" lay, I conclude, in a desire to know the popular feeling, and why for years Joteebaee should have resisted a settlement.

39. If you had been told by your native agent that the Durbar had from the first exhibited a spirited partizanship in favour of Baba Nafra, and an unfair bias against Joiteebaee, and also that the punchayet appointed to investigate Joiteebaee's charges against Baba Nafra, had unduly consulted that latter individual's interests, would you, without severely testing them, have recorded any allegations calculated to prejudice Joiteebaee that emanated from any of the servants or courtiers of the partizan Durbar, or from any of the members of the partizan punchayet?

I decline pleading to a question which is improper; I would have recorded what I deemed well founded.

41. Were you aware that Nursoo Punt was connected by family ties with Baba Nafra and other individuals who had incurred the displeasure of Government for corrupt practices, or complicity in corrupt practices?

Yes; and I think Nursoo Punt told me he was by marriage connected with Baba Nafra, but to whom "other individuals" refers, I know not.

42. If so, about what time did you obtain information that such was the case, and from whom did you obtain it?

The above tells all I know, and I have no recollection of the time.

43. In the letter of the 22d February 1849, in which you reported to Government that Joitabaee Settanee had declined to submit her affairs to arbitration, you expressed yourself thus: "The entire bearing of all concerned is so bad, and the case is so notorious in the town, and was so from the first, Sir Robert Arbuthnot refusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee, which it will be recollected is during good behaviour." When you penned this para., did you mean Government to understand that Sir Robert Arbuthnot's reason for not being present at the naming of the child was the notoriety which the case had then obtained?

Yes; I conclude he did, and that in Sir R. Arbuthnot's letter in the English compilation he says as much.

44. If such were not the meaning you wished to convey to Government, what was it that you wished Government to understand from your allusion to Sir Robert Arbuthnot?

The above replies to this.

45. If you meant Government to understand that Sir Robert Arbuthnot's reason for not attending at the naming of the child was the notoriety the case had obtained, state the facts the notoriety of which made him decline to attend?

Sir R. Arbuthnot states his own "facts" in the compilation.

46. On whose, or what authority did you assert that Sir Robert Arbuthnot refused to attend the naming of the child on account of the notoriety of the case?

His letter in the English dufter, I conclude.

47. If you did not learn this alleged fact from your assistant or your native agent, ought you not to have applied to these individuals with a view to ascertain whether the alleged fact was true, before reporting it to Government as a matter of history?

The above replies to this.

48. If you did so apply, state the nature of the information given to you by either or both of these individuals?

Answered above.

49. Did you cause the records to be searched, with a view to test the accuracy of the alleged fact?

No search required. Sir R. Arbuthnot's letter and the reply of Government are in the compilation, or my memory deceives me much.

50. If so, state to whom you deputed the task of searching them, and the nature of the information elicited by the search?

Answered above.

51. Two of the petitions, copies of which were sent to you for translation, those of the 10th and 20th April 1849, you had returned to Joitabaee with endorsements to the effect that their improper tone had prevented you from reading them to the end; do you recollect what steps you took to ascertain their entire contents before transmitting to Government the memo. to the effect that they were but repetitions of the petition of 21st December 1848?

None, "no steps;" that is, Joita Bhy was told to send civil letters, and they would be attended to; the petitions in question came and were partially read when the Guicowar's wukeel was with me.

52. To whom was it proper that you should have referred the petitions for examination, before reporting to Government that they were mere repetitions of the petition of 21st December 1848?

Such references should be made through the assistant to the native agent. All drafts and fair copies of letters the former sees ere signed by Resident.

53. Do you recollect, or can you form any conception of the cause of the delay that occurred in preparing and transmitting the so-called translated substance with its accompanying memorandum?

No, I do not recollect anything on the matter.

54. Since you ceased to be Acting Resident, have you communicated with Nursoo Punt either directly or indirectly, orally or in writing?

I may have, but do not recollect hearing from Nursoo Punt since leaving Baroda.

55. About how many communications, direct or indirect, oral or written, do you think you have received from him?

The question is improper, but 'tis above replied to.

56. Have any of these communications had any reference to Baroda matters; that is, to matters pending, or that have pended at the Residency?

Improper again, but above replied to.

57. Have you, since you ceased to be Acting Resident, had communications, direct or indirect, oral or written, with any other members or ex-members of the Residency native establishment relating to matters pending, or that have pended at the Residency?

Question improper in my opinion, but easily answered, and in one word, No; unless a note from Narrayen Row, telling of his suspicion, is considered a communication.

58. If so, have the goodness to enumerate the person or persons with whom you have had communications?

Question answered above.

59. State also the matters, regarding which such communications have taken place?

The question is above replied to.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

60. Were you, previous to the 15th November 1848, aware that Nursoo Punt was connected by family ties with Baba Nafra?

I should fancy not, as ere reaching Baroda in November, I should doubt if I ever heard of either's name.

61. Did you ever, in Bombay or elsewhere, orally or by letter, inform Mr. Battye that Nursoo Punt had deceived you as to the Joitabaee case, or words to that effect?

Question improper, but easily answered; I have no recollection, and could not have so informed Lieutenant Battye, for to this day I do not believe that Nursoo Punt deceived me in the case in question. I was less in the hands of a native agent than many I could name, from temperament, a high appreciation of native worth, and a natural fondness of their society, though I saw far less of them at Baroda than was desirable; whence gathered, I can't now of course say, but on my mind the belief is strong, that I reported to Government as near the facts of the case as may be in such matters generally, that the belief of the people of Baroda was as given; and here I add, the names of some I believe I derived my impression from: Meer Surferaz Alli, the Nuwab of Baroda, Gopall Row Myral, Bheema Shunker, and his brother Bhow Shastrees, with of course Govind Row Rori, the Durbar karbharee, who often went with me long rides; and when of course I asked the opinions of the Durbar generally, and since coming here Baba Phurkey confirmed those impressions. He was no friend surely of the late native agent, but in addition, I add my strong impression that if Bheema Shunker, Gungadhur Shastree and Gopall Row Myral (both, I am informed, members of a late punchayet), are separately and quietly asked their opinions, they will concur in those I have given in my reports, as "opinions of all here," all at Baroda that is.

(signed) *J. Outram*, Resident.
Baroda, 23 June 1851.

(signed) *P. T. French*,
Late Acting Resident Baroda.

Taken on oath before the Court of Requests, Bombay, this 3d day of July 1851.

(signed) *J. L. Johnson*,
Commissioner and Clerk.

(O.)

EXTRACT from a Memorandum Book from September 1844 to the end of 1846.

Extract from page 45, dated Bradrapud Sood 3d, Sumvut 1901, (4 September 1845, A. D., Thursday).

"The head of the firm at Baroda of Hurree Bucktee, Bechurbhaee Shet, having been ill for about 15 months of rheumatism, &c., received God's order (died) on Wednesday, about the last watch in the night. He has two wives,* the elder has a son about three years of age, by name Purshotumbhaee. Bechurbhaee held the Company's guarantee."

(signed) *Nursoo Luxman.*

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

* *S. O.*

(P.)

EXTRACT from Page 9 of Memorandum Book for 1847; dated 22 March 1847, *alias* Chyter Soodh 6 (Monday), 1903.

"As written on the 45th page of the Memo. for the 4th September 1845, Parek Bechurbhaee of Hurree Bucktee's died. At that time his second wife had no issue. After that, in January 1846, *alias* in the month of Poush, I heard that the younger wife had a son, and some days after that the child was named, and the Guicowar and suite went to that ceremony, and an invitation was sent to the Resident, but he did not go. That child, according to custom, was betrothed, and all other ceremonies performed to this day according to the custom of the caste. But now, on the 12th Fulgoon Sood, or 26th February 1847, I heard that the day before some two or four coolies, from some village, came, and went to the younger wife's father's house, and told her father, Bana, that he had given them a writing for their child, promising money, and that he should either pay the money as promised, or return the child; and thus having in this manner spoken and disputed, they went to Hurree Bucktee's shop, and there having taken their statements, and having collected the mahagins of the caste, and having passed a writing, to the effect that Bhana was an outcaste, put their marks upon it, and put the younger wife in another separate room in the house; and to-day I understand that yesterday, having taken some writing from the younger woman, having sent guards to Bana's house, he and his household are kept in custody in the house. They took the younger wife with the nurse, who were staying there, to Hurree Bucktee's house; and that Bhana's wife (Lardbaee), when the guards came to the house, having got out, went to complain to the authorities; but, not finding any one to listen to her, she has concealed herself somewhere."

(signed) *Nursoo Luxmon.*

(True translation.)
(signed) H. Jameson, Assistant Commissioner.

(Q.)

No. 70 of 1847.—Political Department.

From *W. C. Andrews*, Esq., Acting Resident, Baroda, to *Arthur Malet*, Esq., Secretary to Government, Bombay.

Sir,

I HAVE the honour to forward, to be submitted for the information of the Honourable the Governor in Council, a memorandum of events currently reported in this town to have recently occurred, in which the banking firm of Hurrv Bhugtee, holding the guarantee of the British Government, is immediately concerned, and which may hereafter lead to disputes requiring the intervention of the British Government in virtue of its guarantee.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 22 March 1847.

MEMORANDUM.

BECHUR SAMUL, proprietor of Hurree Bhugtee's firm, died on the 4th September 1845, leaving two widows, and one son by the first wife, named Pursotum, then about three years of age, and who is, of course, the heir to the firm. The second wife was then childless. In January 1846 it was heard that the second wife had given birth to a son, and some days afterwards the ceremony of giving a name to this infant was solemnized, which was attended by his Highness the Guicowar; the Resident was invited, but he did not go; afterwards, according to the custom of the caste, (Vissarlad Banians) the child was betrothed, and a feast given to the caste. On the 26th February last it was reported that some Coolies had come to Baroda, and gone to the house of Bhana, the second wife's father, and raised a dispute with him, demanding that as, according to agreement, the money for the child taken by him had not been paid, it should be restored. They then proceeded to the firm of Hurree Bhugtee, where the statements of the Coolies were taken down in writing, and the principal people of the caste were assembled together, who decided that Bhana had committed a fraud, and that he should be accordingly turned out of the caste; and it was decided also that the child was a Cooly. A writing was executed to that effect. The second wife was then, in consequence of this, placed in confinement in the house of the firm. It is reported to-day that yesterday a writing was taken from the second wife, acknowledging the child to be spurious, and a guard was placed over the house of Bhana, the second wife's father, and he and the inmates placed in confinement in the house. The child, who had been up to this time in the house of Bhana, was taken to the house of Hurree Bhugtee's firm. Bhana's wife, it is said, escaped, and went to complain to the Durbar; but, not being attended to, she has concealed herself somewhere, from the fear of being confined also. The affairs of the firm are conducted by the mooneem goomashta, Baba Nafray, it is said, under a will or deed executed by Bechurbhaee before his death, appointing Baba to act during the minority of his (Bechurbhaee's) son, Pursotum. This affair has been entirely conducted apparently within the house of the firm; his Highness has not publicly interfered, nor has any notice of the circumstances been brought publicly to the Residency.

(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 22 March 1847.

ENUMERATION OF CHARGES

Against *Nursoo Luxmon*, commonly called *Nursoo Punt*, late Native Agent to the Residency at Baroda.

CHARGE I.

THAT in the case of Joitabaee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:—

First Instance.

Inasmuch as between the 2d and 15th of November 1848 he communicated to Captain French an erroneous account of certain petitions from Joitabaee Settanee and her mother Larbaee, then lying untranslated in the Residency Office, thereby misleading Captain French, to the prejudice of Joitabaee Settanee.

Second Instance.

Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joitabaee Settanee to have been impotent for such a length of time previous to his decease as proved the alleged pregnancy and delivery of Joitabaee Settanee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon after the date of their occurrence, that Sir Robert Arbuthnot, Baronet, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joitabaee's child.

Third Instance.

Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joitabaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission, for submittal to the Resident's review, of the proceedings of the punchayet that had assembled at my instance to investigate the complaints preferred by Joitabaee Settanee against Baba Nafra, the moonim goomashta of her late husband's bank.

Fourth Instance.

Inasmuch as when directed by Captain French to draw up a summary of a petition, addressed by Joitabaee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing that the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

CHARGE II.

That in the case of Govind Row Guicowar he allowed a false claim, to the extent of nearly (3) three lacks of rupees, set up by Baba Nafra, to be prosecuted in my office, without expressing to me the slightest doubt of the justice of the said claim, though he knew it to be unjust, and that he culpably withheld from my notice documents in his custody,* which proved the unjust nature of the claim, thereby betraying his trust as head of the native establishment of the Baroda Residency.

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* 1. A memorandum of account, submitted by the firm of Hurry Bhugtee, dated 10th Falgoon Sood, Sumvut 1898 (February 1842).

2. A yad, presented by the same firm, dated 7th Ashood, Sumvut 1901 (11 January 1845).

CHARGE III.

That he was guilty of a similar betrayal of his trust in the case of Gorajee Pole in the following instances:—

First Instance.

Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided.

Second Instance.

Inasmuch as he allowed a certain lease * to be abandoned or cancelled without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact.

CHARGE IV.

That he, on or about the 12th May 1845, received from Babà Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees as a bribe, given apparently with a view to secure his (Nursoo Punt's) services in behalf of the firm; supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree.

CHARGE V.

That he, on or about the 19th or 20th of October 1848, received from Baba Nafra, as a bribe, the sum of (28,070) twenty-eight thousand and seventy rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabaee Settanee.

CHARGE VI.

That on or about July 1848 he instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

CHARGE VII.

That at various times between the 12th of September 1848 and the 1st of May 1850 he made an improper and unauthorised use of the name of the Honourable Mr. Reid, late Member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman.

(signed) *J. Outram,*
Resident.

Baroda Residency, 10 June 1851

* Dated 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages, to the amount of (5,701) five thousand seven hundred and one rupees per annum for seven years, giving "nisha" (banker's security) for the same.

LIST of DOCUMENTS and WITNESSES in support of the First Charge.

Second Instance. — *Vide* paras. 37 to 50 of Section II., second section; also Captain French's Letter of 15th Nov. 1848.	*Vide* page 1 of accompanying compilation of the Joitabhaee's case.	1. Letter to Government, dated 31st March 1851 (No. 47), with accompanying Report.
	Submitted, Remark No. 1.	2. Petitions from Joitabaee Settanee. 1. To the Right Honourable Lord Falkland, dated 21st December 1848. 2. To Captain French, dated 30th December 1848.
Third Instance. — The whole Report on the Joitabaee case.	Original Petitions submitted, Packet No. 2.	3. To the Right Honourable Lord Falkland, dated 7th May 1849, with enclosed copies of three Petitions to Captain French, dated 10th and 20th April, and 7th May.
	Vide para. 115, section II. of Joitabaee's case.	4. Translated substance of the above (No. 3, and its enclosures), as furnished to Government by Captain French.
Fourth Instance. — The Documents numbered 3 and 4 of the List.	*Vide* Appendix (K.) of Joitabaee's Report.	5. Judicial Commissioners' Report.
	Vide Appendix (L.) ditto.	6. Medical Committee's Report.
	Vide Appendix (A.) to ditto.	7. Petitions of Joitabaee and her Mother to Government, and to the Resident, and Replies thereto.
	Vide Appendix (B.) and (D.) to ditto.	8. Petitions of Joitabaee and her Mother to the Durbar, and Replies.
	Vide Appendix (J.) of ditto.	9. Correspondence between the Residency and Durbar.
	Submitted in Packet No. 3.	10. Translated Petitions handed up to Government by Captain French with his Letter, dated 15th November 1848.
First Instance.	Submitted in Packet No. 4.	11. Untranslated Petitions referred to Captain French in that Letter.
	Vide Appendix (E.) to (G.) of Joitabaee's Report.	12. Depositions recorded by the Punchayet. 13. Finding of the Punchayet.
	Vide Appendix (M.) of Joitabaee's Report.	14. Lieutenant-colonel Outram's Analysis of Evidence, and Remarks thereon.

WITNESSES:

Lieutenant Battye, Assistant Resident.	Hurry Appajee, Residency Carkoon.
Narrain Row, Residency Carkoon.	Bhanabhaee, Father of Joitabaee Settanee.

(signed) *J. Outram*, Resident.

PROCEEDINGS.—FIRST CHARGE.

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(signed) *W. E. Frere*,
Special Commissioner.

Baroda, 21 October 1851.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

PROCEEDINGS.

Baroda, 11 June 1851.

Mr. W. E. Frere, the Commissioner appointed in Mr. Chief Secretary Malet's letter, No. 165, of the 16th ultimo, under Act XXXVII. of 1850, to investigate charges brought by Colonel Outram, Resident at Baroda, against Nursoo Luxmon, late native agent, having arrived here this morning, information is communicated to Colonel Outram and Nursoo Luxmon.

(signed) *W. E. Frere.*

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12 June 1851.

Received letter from Colonel Outram, C. B., dated 10th May (for June) 1851, enclosing seven charges preferred by him against Nursoo Luxmon, together with lists of witnesses and documents by which these charges are to be supported. The letter is recorded, and attested copies of the charges and lists are sent to Nursoo Luxmon, and his receipt for the same is recorded, and Monday next, the 16th instant, is appointed, under section 10 of the above Act, for commencement of the inquiry.

(signed) *W. E. Frere.*

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16 June 1851.

The Commissioner proceeds this day with the inquiry, and Nursoo Luxmon being in attendance, the prosecutor having exhibited his articles of charge, they are read over to the accused, at his request, in Maratha, and his pleas taken in that language, and the whole recorded in English as follows:—

That in the case of Joitabaee Settanee, a suitor for redress at the hands of the British authorities, Nursoo Punt conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully in the following instances:—

First Instance.—Inasmuch as between the 2d and 15th November 1848, he communicated to Captain French an erroneous account of certain petitions from Joitabaee Settanee and her mother, Larbaee, then lying untranslated in the Residency office, thereby misleading Captain French, to the prejudice of Joitabaee Settanee.

Plea:—Not Guilty.

Second Instance.—Inasmuch as he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joitabaee Settanee, to have been impotent for such a length of time previous to his decease as proved the alleged pregnancy and delivery of Joitabaee Settanee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon after the date of their occurrence, that Sir Robert Arbuthnot, Bart., then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joitabaee's child.

Plea:—Not Guilty.

Third Instance.—Inasmuch as he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joitabaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission, for submittal to the Resident's review, of the proceedings of the punchayet that had been assembled at my instance to investigate the complaints

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preferred by Joitabee Settanee against Baba Nafra, the moonim goomashta of her late husband's bank.

Plea:—Not Guilty.

Fourth Instance.—Inasmuch as when directed by Captain French to draw up a summary of a petition, addressed by Joitabaee Settanee to the Right honourable the Governor in Council of Bombay, and dated 7th of May 1849, and its enclosures (copies of petitions), he prepared, or caused to be prepared, and gave or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an inaccurate description of its enclosures, knowing the said incorrect version and inaccurate description were to be transmitted to the Right honourable the Governor in Council of Bombay.

Plea:—Not Guilty.

Second Charge.—That in the case of Govind Row Guicowar he allowed a false claim, to the extent of nearly (3) three lacs of rupees, set up by Baba Nafra, to be prosecuted in my office, without expressing to me the slightest doubt of the justice of the said claim, though he knew it to be unjust, and that he culpably withheld from my notice documents in his custody. 1. A memorandum of account, submitted by the firm of Hurry Bhugtee, dated 10th Falgoon Sood, Sumvut 1898 (February 1842). 2. A yad, presented by the same firm, dated 7th Ashoo Sood, Sumvut 1901 (11 January 1845), which proves the unjust nature of the claim, thereby betraying his trust as head of the native establishment of the Baroda Residency.

Plea:—Not Guilty.

Third Charge.—That he was guilty of a similar betrayal of his trust in the case of Gorajee Pole, in the following instances:—

First Instance.—Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided.

Plea:—Not Guilty.

Second Instance.—Inasmuch as he allowed a certain lease, dated 14th September 1844, by which the Patells bound themselves to make good the revenues of the three villages, to the amount of (5,701) five thousand seven hundred and one rupees per annum for seven years, giving "nisha" (banker's security) for the same, to be abandoned or cancelled, without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact.

Plea:—Not Guilty.

Fourth Charge.—That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees as a bribe, given apparently with a view to secure his (Nursoo Punt's) services in behalf of the firm; supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree.

Plea:—Not Guilty.

Fifth Charge.—That he, on or about the 19th or 20th of October 1848, received from Baba Nafra, as a bribe, the sum of (28,070) twenty-eight thousand and seventy rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabhaee Settanee.

Plea:—Not Guilty.

Sixth

Sixth Charge.—That on or about July 1848, he instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

Plea:—Not Guilty.

Seventh Charge.—That at various times, between the 12th of September 1848 and the 1st of May 1850, he made an improper and unauthorised use of the name of the Honourable Mr. Reid, late Member of Council, and encouraged the belief at Baroda, that he enjoyed the support and confidence of that gentleman.

Plea:—Not Guilty.

The prosecutor then proceeds to address the Commissioner in explanation of the first charge.

The Commissioner proceeds to record the documentary evidence exhibited for the prosecution on first instance of the first charge.

The prosecutor gives in Captain French's letter to Government, No. 282, dated 15th November 1848, with translations of petitions annexed, which are recorded (A.)

Forty-eight untranslated petitions, which are recorded (B.) 1 to 48; of these 22 are copies of petitions, and the other 28 originals. *Vide* infra, 18 June.

In support of the second instance of the first charge, the prosecutor exhibits, letter from Colonel Outram to Government, No. 47, dated the 31st March 1850, by mistake for 1851, with accompaniments (A.) to (N.), which is recorded (C).

In support of the third instance of the first charge, the prosecutor exhibits the above letter recorded (C).

In support of the fourth instance of the first charge, the prosecutor exhibits petitions from Joitabhaee, dated 7th May 1849, and 10th and 20th April in that year, recorded (D.) 1, (D.) 2, (D.) 3 and (D.) 4.

Translated substance of the same, *vide* paragraph 115 of the report, recorded (C.), and also the original, which is recorded with Captain French's letter, No. 199, dated 21st July 1849 (G).

Petition of Joitabhaee Settanee to Lord Falkland, dated 21st December 1848 (E).

Her petition to the Acting Resident, dated the 30th December 1848, and his answer (F).

The prosecutor calls in the following witnesses:

Lieutenant *Montague Battye*, is sworn, and Examined by the Prosecutor. Lieut. M. Battye.

I recollect speaking with Captain French, during the first fortnight of his residence here, regarding the Joitabhaee case, as being a case in which several papers had been translated, and there were several to be translated, which it was Colonel Outram's intention to submit to Government. I had never read the untranslated ones, but some of the translated ones I translated myself. I never read the untranslated ones, and so never expressed an opinion regarding them. I do not recollect having ever expressed an opinion about the translated ones; they were all sent for Captain French's perusal. Those which I did not translate before Colonel Outram left, were I believe translated by Mr. Hykoop, the head clerk in the office. I mentioned to Captain French that you always thought in the Joitabhaee case, that she had been very hardly treated, and that it was a case in which Government would certainly interfere. I cannot say positively, but I should say the native agent with whom Captain French was in communication for several hours daily, was the person he consulted on the case. Narain Rao was not in the habit of attending Captain French during the first 15 days after his arrival, as he was always with me in the office. I have often heard Captain French say that the

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general opinion was of Joitabhaee's husband's impotency, but I cannot say that it was prior to the 15th November; he never told me who had said so. When I was in Bombay in January or February last, Captain French told me that you had expressed, before you went to Egypt, doubts as to Joitabhaee's chastity. I do not recollect ever having heard it from him before; I never expressed an opinion to Captain French regarding Joitabhaee's chastity. The initials on the document now shown me are mine. To the best of my belief, the document is a translation of a summary made by the native agent, which he was in the habit of doing; but I cannot swear to it, as the native document itself is not forthcoming. Native summaries were invariably made by the native agent. My initials are to the document, as I believe it to be a true translation of the native document.

Cross-examined by the Accused.

Narayen Row always brought papers to me to read and translate; I cannot specify any particular instances in which you made summaries of petitions, and which were to be translated. I do not know that you advised Captain French. I merely said that he was in consultation with you daily. I do not recollect your coming to me after Captain French had made his report, and saying that he had given an opinion in some new way on the subject. I told Captain French at the time I gave over charge of the Residency to him, that Joitabhaee's case was laid over, because there were several papers to be translated; at least that was the case, to the best of my belief. I think I must also have told him, that Larbhaee's deposition was still to be taken, and that was the reason the case was laid over. Captain French was in the habit of having any carcoons that were available from the office, to open his letters and read native papers and petitions as well as you, after the 15th November, but he might have had them before; I cannot fix the date, but he used to converse with you some time during the day regarding cases. It was his general custom to have all letters opened in his presence. I never gave any answer to Captain French, when he told me of the common report of Joiteebhaee's husband's impotency. Captain French never told me that he had heard these reports from you. I had doubts at that time of the clearness of the case. I was in the habit of having the whole papers read to me when I had to make a summary translation of a case, but when you made a summary I only translated that paper. I do not recollect your having to make summaries of petitions or memorandums which were to be translated, with the exception of the one above alluded to. I cannot swear that there was a summary made of Joiteebhaee's petition, the substance of which I translated. It was not your business to see that translations were correct or not.

Re-examined by the Prosecutor.

The native agent was responsible for the summaries that came before me; I made a search for the summary in his case, but it was not forthcoming. I did not hear any of the establishment say that they had any recollection of it. No erroneous summaries or translations of them could have passed through the office without Nursoo Punt's knowledge of the contents of them. I do not think Captain French was sufficiently intimate with any of the carkoons to have conversed with them within the first 15 days of his holding office on the subject of this case; I do not think during the first few days that Captain French was in office, I cannot say 15, or any exact number, that Narayen Row or any of the carkoons went to him. Nursoo Punt was over here for two or three hours daily after breakfast with Captain French; I think Captain French consulted Nursoo Punt concerning the pending cases; he always had a very high opinion of him.

Cross-examined by the Accused.

Captain French made his reports as he thought fit, not according to your advice, that I know of.

Examined by the Commissioner.

I gave over charge of the office to Captain French on the 2d or 3d November, I cannot exactly say which; I have been here as Assistant since October 1849; Sir Robert Arbuthnot was not resident then, Colonel Outram was. I am not aware

aware that Sir Robert Arbuthnot refused to countenance the ceremony of naming Joitabhaee's child. The substance of petitions to be translated was generally made by the petition being read over to me. The translated substance of the petition of the 7th May 1849 is in my handwriting; I have no means of recalling to memory whether I had any substance of the petition to translate, or whether I made the translated substance from the petition itself. I believe that Nursoo Punt kept in the office all the reports he made on petitions, but I do not think there was a regular file kept of them in the office. The order to make a report or extract the substance of a petition, was a mere verbal order I think; a verbal order was considered sufficient. I do not recollect any instance of an endorsement to make a report or extract the substance of a petition. I used to converse with Captain French prior to the 15th November on all cases pending at that time, but I do not recollect conversing on Joiteebhaee's case particularly.

The witness having had the above read over to him aloud, withdraws.

The prosecutor states that he does not wish to call the other witnesses mentioned, and that therefore closes his case on this charge.

Nursoo Punt requesting to be allowed until Saturday next, the 21st instant, to prepare his defence, the inquiry is adjourned until that day.

Baroda, 18 June 1851. (signed) *W. E. Frere.*

The Commissioner having on perusing the 48 documents (B.) 1 to 48, given in by the prosecutor on the 16th, discovered that they were all of subsequent date to the 15th November 1848, and consequently could not bear on the case, gave intimation of it to the prosecutor and accused, and both being in attendance, the prosecutor requests those documents might be returned to him as given in by mistake, and 48 others, being 28 documents, and the rest enclosures, bearing dates prior to the 15th November, might be substituted, which is done accordingly, and they are recorded (B.) 1 to (B.) 28; and the accused stating that he does not require a longer adjournment than to Saturday next, as previously appointed, the inquiry is accordingly adjourned to that date.

(signed) *W. E. Frere.*

Baroda, Saturday, 21 June 1851.

The Commissioner resumes the Inquiry from the 18th instant.

The prosecutor and accused are in attendance.

The accused informs the Commissioner that he has not been able, from the large mass of papers he has had to read, to prepare his defence, and requests a further delay until Monday next; and as the prosecutor offers no objection, his request is complied with.

The accused requests that Narrain Row, Hurry Appajea, and Lieutenant Battye may be held in attendance on Monday next, as witnesses on his behalf; and the prosecutor engages to have the two latter in attendance, they being Government servants, and to obtain the attendance of the first named from the Durbar authorities if possible.

As the Commissioner is of opinion that Captain French's letter of the 22d February 1849, referred to in the 82d para. of Exhibit (C.) is required, the prosecutor is requested to produce it, which he does, and it is recorded (H.)

The prosecutor then informs the Commissioner, that in the 2d charge he wishes to add to the list of exhibits Mr. Boyd's letter of the 10th April 1842, No. 304, and to the witnesses the names of Lieutenant Battye and Mr. Hykoop. The Commissioner informs him that the exhibit and the names of the witnesses will be added to the list this day, so that the accused may have the three days' notice of their being offered; but that it must be left until the case would otherwise be closed before the Commissioner can determine whether these witnesses shall be called, and the exhibit filed.

The prosecutor also wishes to add to the witnesses on the 3d charge the names of Captain French, Lieutenant Battye, Mr. Hykoop, and Narrayenrow

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Chimnajee, which is allowed, subject to the above reservation, and the names having been added to the lists furnished to the accused, the inquiry is adjourned until Monday the 23d instant.

(signed) *W. E. Frere.*

Monday, 23 June 1851.

The Commissioner resumes the Inquiry from Saturday last.

THE prosecutor and accused are in attendance, and the accused makes a written defence, which is read and recorded (I.)

The accused requests, as Captain French is not present, that he might be examined by Commissioner, and offers the questions, from which leading and objectionable ones being struck out, the following translation of them is recorded.

You having taken charge of the office of Acting Resident at Baroda, on the 2d November 1848, on the 15th November 1848, made a report to Government regarding the child of Shetteanee Joitabhaee, wife of Bechur Samul, of Hurree Bhuctee's firm, about which a complaint had been made to Government. Is it true that you made this report after reading and considering the English correspondence and translated papers, and after having made yourself acquainted with the untranslated papers?

Were you aware when you made this report that the Guicowar authorities were, by a committee, inquiring into the case, and that their proceedings were to be submitted to the Resident?

Did you know from Colonel Outram's report of the 20th November 1847, and other papers, that the inquiry before the Guicowar authorities was stopped on account of Larbhaee's deposition, but that upon the receipt of that deposition a kind of appeal was to be made to the Residency, to be sent to Bombay?

Is it true that after you took charge on the 2d November, besides me, Govind Row Rolee and others were constantly coming to you, and conversing with you on all subjects?

Upon whose information did you give the common reports which you have mentioned in your report to Government?

Did I advise you, in your letter of the 15th November, or did you write it of your own accord?

Did any conversation take place between us after you sent the letter to be copied, in consequence of your informing me that you had recommended that the question should be referred to arbitration, and if so, what was it?

Did you make your reports to Government of the 22d February 1849, No. 55, and the 21st July, No. 199, on my information; and did you ever consult me on the subject of them?

From whence did you obtain the information you have given in your letter of the 21st February, that Sir Robert Arbuthuot did not attend the ceremony of naming Joitabaee's child?

What led you to give the answers endorsed upon Joitabaee's petition of the 30th December 1848, Exhibit (F.), now shown you?

What led you to give the answers endorsed upon Exhibits (D.) 1. and (D.) 2. now shown you?

Did you employ other carkoons besides me in reading papers and conducting business while you were Acting Resident?

Did you do all your work as Resident with my advice, or did you ever do anything without consulting me; and did you ever observe me trying to bias you in this or any other matter?

The prosecutor having given in papers of questions in cross-examination of Captain French, they are read, and irrelevant or objectionable questions having been struck out, the corrected paper is annexed (J.), and the two other papers together with documents (A.) (D.) 1. & 2. (G.) and (H.) are forwarded with commission to the clerk of the Court of Requests at Bombay, under Act VII. of 1841.

Wrote letter to the clerk fowarding the above (K.).

Lieutenant *Montague Battye* is called in; sworn, and Examined by the Accused.

Lieut. M. Battye.

THE memorandum at the end of the petition in Exhibit (G.) is in my handwriting. All English petitions are put on the English records. I did not take the English petition of the 21st December 1848 from the records and compare it. When I wrote the memorandum, I do not know how you could tell what was in the English petition six months before; but you know full well what was in all the Mahratta and English papers in the office. I have seen the document (B.) 27, and do not think that a satisfactory deposition had been taken at that time from Lardbhaee by the Guicowar authorities. I do not think that one was received previous to Captain French's arrival; but it is so long ago, I do not recollect for certain.

Cross-examined by the Prosecutor.

I cannot recollect in what respect the deposition was unsatisfactory. I have not seen the papers for three years. The native agent is answerable for the endorsement attached to the memorandum. Narrayen Row could not give the purport of any petition in the office without Nursoo Punt's knowledge and permission. I think Nursoo Punt knew everything that went on in the office, whether English or native.

By the *Commissioner*.] My initials are placed at the foot of all native documents, to show that I know how the memorandum has been disposed of. I should say that I am answerable for the documents to which my initials are attached. I look to the native agent for the correctness of the documents to which my initials are attached. I do not think I require his signature, initials, or date upon them. It is not he who brings them to me for signature. I cannot say now what papers I had read to me when I signed this endorsement.

The witness having had his deposition read over to him aloud, withdraws.

Narayen Row Chimnajee is called in; affirmation administered, and Examined by Accused.

Narrayen Row Chimnajee.

I read all petitions that are to be translated by the Assistant or writers. When an abstract translation is to be made of a paper it is taken to the Assistant and read, and he abstracts from it. (D.) 3, was translated by my reading the paper to Mr. Battye, and he translated what he thought right of it. I do not recollect having made any translation of (D.) 2. Having read some of the paper, I recollect that I have read for translation thousands of times a paper to the same effect, but I cannot be certain that it was this. As my signature and minute is upon all I read for translation, I am quite certain that I read it at some time; but whether for translation or not, or to whom, I cannot remember. I also read (D.) 4, to Mr. Battye, but whether he translated it or not, I cannot remember. I do not know what Mr. Battye wrote in English as the substance of them.

Cross-examined by the Prosecutor.

I was not aware that I was to be examined on this subject. I do not go every day to consult with Nursoo Punt; I did not go to meet him at Chownee. I have been once to Nursoo Punt's, but have had no conversation with him on this subject; I have not heard, nor do I know, that all the office and the whole town know that Nursoo Punt was to be examined on this point. I know a little English; I can read a name. Mr. Battye wrote his translation of the petition of the 7th May while I was sitting on the floor, and he at the table; there was much said about some difficult words; I do not know what he may have written. When a question arose, we discussed it, and if he was in difficulty he looked in the dictionary; but that he did so in this case, I do not recollect. I have only to read, and I do not know what Mr. Battye writes. Once in a hundred times he sends the translations to the office to be copied by me, but generally he keeps them to correct, and sends them by a peon. Mr. Battye did not send the

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substance over to me, and ask if it was correct. I do not know whether Nursoo Punt knows the purport of all translations that leave this office; I inform Nursoo Punt of what papers have been translated. I have ever since been made aware of what Mr. Battye wrote as the substance of the petitions.

By the Commissioner.

Captain French came here about the 1st or 2d November 1848; all the establishment, carkoons, dufterdars, and all, went to him to do work. Nursoo Punt was dufterdar. Captain French did not call any particular carkoon; he sent for Nursoo Punt, or a carkoon. Before Nursoo Punt came, at 10 o'clock, he used to send for me. I have spoken to Captain French about the Joitabaee case; he never asked me any opinion of the case, only who the parties were. I have shown him the documents which were in the office against Joitabaee and Bechur Samul's character. The endorsement on (D.) 1, is in Nursoo Punt's handwriting, and so is that on (D.) 2. On the day the petition came, Captain French, Nursoo Punt, and I were in this very room, and part of the petition was read, and something occurring against the Guicowar, Captain French dictated an order and sent them back. I think the Guicowar's vukeel, Govind Row, was then present, but I am not quite certain; but something disrespectful being read, Captain French told Nurso Punt to send it back unread. Nursoo Punt said nothing to him; Captain French was not angry. Nursoo Punt did not say that it was unjust to send it back; I did not hear him say so. I do not recollect whether they both came the same day. Govind Row was only present one day, but whether that was the 11th or 21st, I cannot recollect; the other day only Nursoo Punt, Captain French, and I were present. The endorsement on (B.) 27 is in my handwriting; I wrote it at Mr. Battye's order; it was in his presence, when he was in charge of the Residency. Nursoo Punt was then in the office, but I am not quite certain. I do not think the endorsement bears the appearance of partiality; I wrote the endorsement at Mr. Battye's dictation; the first 13 lines I wrote myself, but from the words "afterwards on his being asked why Lardbhaee did not answer, &c.," was at Mr. Battye's dictation; not literally, but to the purport of what he said. It was shown to Nursoo Punt after I had got Mr. Battye's signature upon it. This was not a matter of importance, so I wrote it off all at once without correction or erasure. I did not read, that I can recollect, the 48 untranslated papers to Captain French.

The witness having heard the above read over to him aloud in Mussulmanee, withdraws.

Hurree Punt Appajee is called, and having had the affirmation administered to him, the accused says he does not wish to examine him.

Cross-examined by the Prosecutor.

Hurree Punt Appajee.

Narrayenrow can read English. The native agent sees all papers upon which endorsements are written before they are signed by the Resident. Sometimes, in trifling cases, Mr. Battye signs an endorsement in his office before it is shown to the native agent.

By the Commissioner.

I used to go to Captain French and read papers to him, but did not write the endorsements. I never read the 48 untranslated papers in Joitabhaee's case to Captain French. Bajaba, the moonshee, Abdool Reheman, and Nursoo Punt used to go to read papers to Captain French; they all three know Mahratta and Guzerattee; they were all employed before Captain French took charge.

The witness having heard the above read over to him aloud in Mussulmanee, withdraws.

The accused having no further witnesses to call, further consideration of the case is adjourned, pending the receipt of answers to the questions put to Captain French.

(signed) *W. E. Frere.*

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Friday, 25 July 1851.

RESUMED this case from the 23d ultimo.

The prosecutor and accused are in attendance.

Read and recorded letters from the Commissioner to the Court of Requests, dated the 5th instant, returning Captain French's answers to the questions sent to him, and they are recorded (L.), (M.), and (N.)

The defence is therefore here closed, and the prosecutor requesting to be allowed till Monday the 4th proximo to prepare his reply in this case, and the accused offering no objections, his request is complied with, and the case adjourned to that date.

(signed) *W. E. Frere.*

Friday, 8 August 1851.

THE prosecutor having in a letter, dated 4th instant, requested the Commissioner to adjourn further proceedings to this day, in consequence of Lieutenant Pelly, who had aided him in the prosecution, being unwell, and enclosing a letter from the Residency surgeon, the Commissioner complied with the request, and proceedings, which had been adjourned on a verbal request on the 2d instant, were further adjourned to this day.

The prosecutor and accused being in attendance,

The prosecutor proceeds to address the Commissioner in reply to the accused's defence.

The prosecutor offers the following evidence in support of his reply, and to disprove the accused's defence:—

Two diaries kept by Nursoo Punt, as native agent, during the year from 1844 to 1847, to show that from the 4th September 1845, when Bechur Samul's death is noticed, until the 22d March 1847, when a notice similar to that reported to Government by Mr. Andrews on that date was entered, there is no mention whatever made of Joitabhaee or her case to prove that it was he misled Colonel Outram as to Sir R. Arbuthnot's not attending the naming of the child. The accused admitting it to be a memorandum book of his, no further proof is required, and extracts are taken and recorded (O.) and (P.)

Drafts of two reports in Nursoo Punt's handwriting, one on the sale of children, and the other on compensation for plunder claims, and Captain French's reports on these subjects to Government, to prove that Nursoo Punt was in the habit of tendering his advice to Captain French.

The Commissioner does not think these documents necessary. Captain French admits having consulted the native agent, and courted his opinion, so that further proof of it is necessary.

A letter addressed by Nursoo Punt to Baba Nafra, from Songhur, the year not given, to prove that he was on terms of intimacy with Baba Nafra, and interested himself in obtaining the release of Venaik Appa. As Nursoo Punt's relationship and intimacy with Baba Nafra do not form parts of the present charge against him, and the questions have only incidentally arisen, the Commissioner does not think this evidence requisite, and therefore does not record it.

The prosecutor wishes to call the jemadar of peons, Bowaneesing and Jairam, peons, to prove that a Residency peon was sent, by favour of Nursoo Punt, with Baba Nafra's family on their visit to Shakore in 1848.

For the same reason as stated in the last instance, the Commissioner does not think this evidence requisite, and therefore does not call the witnesses.

The prosecutor also wishes to call Mr. Battye, to prove that the endorsement of the 9th October, on the document (B.) 27, was never dictated by Mr. Battye, but smuggled into the proceedings with a view to deceive Colonel Outram's successor.

As Narayenrow has admitted that he wrote this endorsement at Mr. Battye's dictation, and that he showed it to Nursoo Punt after getting Mr. Battye's signature upon it, and the evidence would not go to prove either of the instances

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of this charge, but merely Narayenrow's bad faith, the Commissioner does not think Mr. Battye's evidence requisite.

The Commissioner is of opinion that Mr. Andrew's letter of the 22d March 1847, No. 70, and enclosure, being the first report or suspicion of the Joitabhaee's misconduct, should be on the proceedings. The same is recorded (Q.)

The Commissioner remarking that Bajaba and Abdool Reheman had not been examined, though Hurreepunt mentions them as persons who read papers to Captain French, and thinking that one of them may have read the 48 papers in (B.) to him, offered to call them; but the accused stating that they did not take up important cases, but only trifling business, and that Narrayenrow, who has already been examined, was most probably the person who read the papers, he does not think anything would be gained by examining them.

The accused informing the Commissioner that the Guicowar having gone to the naming of the child, all reports were stopped, and that in his memorandum-book no entries will be found of reports or information received on that subject between the 4th of September 1845 and 22d March 1847, the inquiry into the first charge is closed.

(signed) *W. E. Frere.*

FINDING.

First Charge.

THE preamble of the first charge against Nursoo Luxmon, late native agent at Baroda, sets forth that, "in the case of Joetabhaee Settanee, a suitor for redress at the hands of the British authorities, he conveyed, or caused to be conveyed, erroneous information to his official superior, and withheld from him information which it was his duty to communicate, and otherwise behaved falsely and unfaithfully."

The whole history of the case of Joetabhaee Settanee, according to Colonel Outram's view of it, is contained in his report to Government, No. 47, dated the 31st March 1851, which forms Exhibit (C.) in this case, and as Nursoo Punt's guilt or innocence on these charges does not depend on the merits of the Joetabhaee case, which it will be seen, in the Commissioner's remarks on the third instance of the charge, is a question between Colonel Outram and Captain French, the Commissioner refrains from making any sketch of the case at all, but will at once address himself to the four different instances into which this charge has been divided; and, although they were all tried at once, will consider the merits and give his opinion on each instance separately.

The first instance of Nursoo Punt's "false and unfaithful conduct" is, that "between the 2d and 15th November 1848, he communicated to Captain French an erroneous account of certain petitions from Joetabhaee Settanee and her mother Larbaee, then lying untranslated in the Residency office, thereby misleading Captain French to the prejudice of Joetabhaee."

In proof of this, Colonel Outram has produced Captain French's letter, No. 282, dated 15th November 1848, and enclosures (A.); 28 petitions and memoranda, with their enclosures (B.) 1 to (B.) 28; and Lieutenant Battye's evidence as a witness.

In the first para. of his letter (A.), Captain French informs Government that Colonel Outram had the "accompanying translations" prepared of papers in the case of Joetabhaee, widow of Bechurbaee Samuldas. In the second, that, in addition to those above mentioned, there were untranslated no less than 48 others, of a date subsequent to the concluding one translated, and in the fourth para. he writes as follows:—

"The untranslated papers are very similar to those now forwarded; in fact, in many respects mere repetitions; a denial on one day of what on the previous one was admitted, subterfuge and evasion, but all on the part of the petitioner, Joetabhaee, and her parents."

This, Colonel Outram contends, is not a true account of the 48 untranslated papers, and that Captain French could only have obtained the erroneous account he gave of them from the native agent, Nursoo Punt. To prove the former assertion, he records the 28 papers (B.), which, with their enclosures, are supposed to constitute the 48 papers referred to; and to prove the latter, he

he calls the Assistant Resident, Lieutenant Battye, who states (page 1225) that he never read the untranslated papers, and so never expressed an opinion regarding them; and from that the prosecutor assumes that it must have been from the native agent that Captain French obtained the opinion he has expressed, since Captain French, who arrived here only on the 2d or 3d November (page 1226), would not, at the end of 12 or 13 days, communicate anything to Government as fact, unless received from responsible people, like the Assistant Resident or native agent.

In his defence (para. 1), Nursoo Punt does not attempt to show how Captain French made himself acquainted with the contents of the untranslated papers, but urges that by examining the papers it will be apparent that Captain French's statement is correct, and that there is nothing of any great importance to be found in the untranslated papers which is not in the translated.

The question, however, is not whether these papers contain anything of importance not to be found in those submitted to Government, but whether they are, as asserted by Captain French, mere repetitions of those submitted to Government; a denial on one day of what on the previous one was admitted, subterfuge and evasion, but all on the part of Joetabhaee, Larbaee, and Banabhaee. We may therefore confine our inquiry to those of the untranslated papers (B.) 1 to (B) 28, from or by Joetabhee and her parents. Of these, there are only the five following from Joetabhaee and Larbaee; Banabhaee having sent none.

Enclosure in (B.) 4, petition from Joetabhaee, dated 29th March 1848, informing the Resident that her mother had procured a trustworthy agent, and begging that he and her father may be supplied with copies of all the papers in her case now before the Durbar.

Enclosure in (B.) 5, petition from Joetabhaee, dated 8th April 1848, complaining that the copies of papers were not given to her father and agent, and begging that the sentries placed over her might be removed,.

Enclosure in (B.) 9, Ditto - ditto, dated 12th May 1848, complaining of the restraint put upon her, of her not getting copies of the papers, of delay, and of their wanting to take her mother's evidence in the Durbar instead of in her own house.

(B.) 19, Memorandum from Joetabhaee to the Resident, dated 22d August 1848, stating that she and her mother are not to blame for the delay which has occurred.

Enclosure in (B.) 23, memorandum from Joetabhaee, dated 4th September 1848, complaining that she had, as directed by the Resident, sent a memorandum twice to his Highness, but could not get it delivered to him.

Enclosure in (B.) 27, being Larbaee's deposition of the 26th September 1848, before his Highness the Gaekwar's authorities, Trimbuck and Bappoo Shastree, and these certainly do not bear out the description given of them in the 4th para. of Captain French's letter (A.), nor do they bear out the memorandum at the end of the translations which accompanied Captain French's letter, that the purport of them is contained in the correspondence. Nursoo Punt, with great justice, observes in the latter part of the 2d. para. of his defence (I.), that it would be a great hardship if people in his position were made answerable for the mistakes Europeans might make when translating Maratha or Goozerattee papers into English, and that no one would ever wish to make them; so that if he can show that he did not inform Captain French, or, if he informed, that he did not willfully mislead him, he cannot, even though he now upholds Captain French's description of the papers, be held responsible for Captain French's assertions. Apparently with this object, Nursoo Punt calls Captain French as a witness, and he states (M.) Question 1, that he does not recollect having had the untranslated papers read to him, but must have gathered their contents from the Assistant Resident or native establishment. (Question. 12). That he usually employed the native agent in reading papers and conducting business, but occasionally employed other carkoons.

It has been shown above, that Mr. Battye did not give Captain French his opinion on those papers. Narayenrow, also summoned on the defence, says (page 1230) that he did not recollect having read these untranslated papers to Captain French; and Hurree Punt distinctly says (page 1230) he never read them; but mentions Bajeba and Abdool Rehman as persons who used to go to Captain French to read papers. These two men, though the

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Commissioner suggested it to him (page 1232), the accused did not call as witnesses; and, consequently, it lies between Nursoo Punt and Narrayenrow which of them gave Captain French the opinion he has communicated to Government of what were the contents of these papers; for Captain French does not show that Nursoo Punt was not the man, and Nursoo Punt failing to show who did communicate them to him, the presumption, as said before, must be, that having been in office only 12 or 13 days, and writing upon an important case, Captain French could not have trusted to any less responsible person than the native agent for the information he gave to Government.

Captain French, however, on cross-examination, relieves Nursoo Punt from all responsibility arising from this presumption; for, (N.) in answer to the 22d Question, he says he believes he was justified in designating the untranslated papers in the way he did, when having them read over by a carkoon, without ascertaining from the Assistant Resident or native agent whether their impressions were the same, and he knows of no reason for changing that belief; and (Question 61) to this day he does not believe that Nursoo Punt deceived him in this case. Thus taking the entire responsibility upon himself.

The prosecutor, in reply, offers no evidence in refutation of the defence on this instance, except that (page 1231) Nursoo Punt was in the habit of tendering advice to Captain French; but as Captain French (M.) 13. states that he always encouraged him to express his real feelings, this evidence is not required; and it is for Captain French to show that the 48 untranslated papers, whether those filed in this case, or some others, to which he refers, will bear out the description he has given of them; for, whatever probabilities there might be that it was Nursoo Punt gave him the description of them, Captain French is, in the first instance, the person responsible for his own account of them.

Second Instance.

The second instance of Nursoo Punt's "false and unfaithful conduct" is, "that he informed Captain French, or led him to believe, or encouraged him to believe, or did not disabuse him of the belief, that the popular voice of Baroda pronounced the husband of Joetabhaee Settanee to have been impotent for such a length of time previous to his decease, as proved the alleged pregnancy and delivery of Joetabhaee to have been fictitious; and that the fictitious nature of the alleged events was so notorious at or soon, after the date of their occurrence, that Sir R. Arbuthnot, then Resident at Baroda, refused to countenance with his presence the ceremony of naming Joetabhaee's child.

In support of this instance of the charge, Colonel Outram has produced Captain French's letter to Government, No. 282, dated 15th November 1848, (A.).

Captain French's letter to Government, No. 55, dated 22d February 1849, (H.).

Colonel Outram's letter to Government, No. 47, dated 31st March 1851, with accompaniments, (C.)

And, as in the last instance, Lieutenant Battye's evidence, (page 1225).

Captain French, in the 5th para. of his letter of the 15th November 1848 (A.), writes, "In a case of this nature we meet with impediments at every step in the investigation. The honour of a female of an ancient and respectable firm is concerned. One widow of the deceased banker states that the other had the usual monthly visitations after the death of her husband; and he, the people here assert, was unable to beget progeny for a period that, if true, would at once settle the point." And in the 6th para. of his letter of the 22d February 1849 (H.) he, further writes, "The entire bearing of all concerned is so bad, and the case so notorious in the town, and was from the very first, Sir R. Arbuthnot refusing to visit the house on the occasion of the child being named, that I am of opinion Government would be fully borne out in cancelling the guarantee," &c. &c.

Colonel Outram's letter (C.) submits to Government a most voluminous and elaborate history of the whole case; but the paras. bearing most immediately upon this instance of the charge are to be found in the Report No. 2, from 37 to 50, and paras 82 and 83. These, acquitting Captain French of all suspicion of anything but the purest regard for justice, proceed to show how miserably he had been deceived in the view he took of the case, and contain arguments to prove

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prove that it was by Nursoo Punt he must have been deceived; and in the 83d para. writes Colonel Outram, "That the deception practised on Captain French originated with Nursoo Punt, there can be no doubt; he had, as will be seen by reference to Mr. Andrews' letter, quoted from in para. 2, apparently attempted to palm the same argument on that gentleman; at all events, he did so on me very soon after I assumed charge of the Residency;" thereby directly charging Nursoo Punt with having tried to lead him (Colonel Outram) to entertain the belief he subsequently instilled into, or did not eradicate from, Captain French's mind.

The impression conveyed to Mr. Andrews, we find from his letter above alluded to, Exhibit (Q.) No. 70, dated 22d March 1847. In this he reports the commencement of the Joetabhaee feud, and mentions, that to the ceremony of naming the child, "the Resident was invited, but did not go."

Seeing that the charge against Nursoo Punt was general, "conveying erroneous information to his official superior," the Commissioner; although the specific instance given is of Nursoo Punt's conduct towards Captain French, pointed out to him that this para. contained a direct charge of also misleading Colonel Outram, which would come within the general charge, so that he might defend himself from it.

Lieutenant Battye, who is called as a witness, says (page 1225-26), that he had often heard Captain French say that the general opinion was of Joetabhaee's husband's impotency, but cannot say that he heard it before the 15th November. Captain French never told him who had said so; that he never (page 1226) expressed an opinion to Captain French regarding Joetabhaee's chastity; that he never (page 1226) gave any answer to Captain French when he told him of the common report of Joetabhaee's husband's impotency, and Captain French never told him that he had heard the report from Nursoo Punt; and though he cannot say positively, he would say (page 1225) that the native agent, with whom Captain French was in communication for several hours daily, was the person he consulted on the case; and (page 1227) he was not aware that Sir R. Arbuthnot refused to countenance the ceremony of naming Joetabhaee's child. From this, as in the former instance, Colonel Outram deduces that Captain French, not having obtained his information from his Assistant, must have received it from his native agent.

Nursoo Punt, in his defence, calls for Captain French's evidence to prove that he could easily have discovered what he asserted from the records, and from conversation with those who came to see him, with whom he frankly conversed. In the 2d para. he denies that he was Colonel Outram's informant on the subject, and suggests that Mr. Andrews' letter referred to above was the source from whence Colonel Outram derived his information, but that now, as he has suspected him, Nursoo Punt, he attributes all that is wrong to him. He also, in the 3d para., denies that he was Captain French's informant; but asserts that there is written proof in the bazaar that the reason assigned by Captain French had been given by Sir R. Arbuthnot himself, as his reason for not attending the ceremony; and in the 4th para. he declares, that as he never knew what Captain French's opinion was on the subject, he could not disabuse his mind of it.

Captain French in his evidence (M.) says, that he made his report of the 15th November 1848, after having read the English correspondence and translated papers (question 5), and that the reports mentioned in it were given on the information recorded, and he concludes he made inquiries from many others; but (q. 6) he concludes he asked the native agent on many points before writing his report. With regard to his letter of the 22d February 1849, Captain French (q. 8) had then become a good deal versed in the case from conversation with many, and concludes he spoke with the native agent ere writing, but has no positive recollection; and (q. 9) that the information regarding Sir R. Arbuthnot's not attending the ceremony of naming the child was obtained from the English compilation. In his cross-examination (N.), he says (q. 33) that he cannot say now, at the end of 30 months, whom he meant by "the people here," but supposes the impression arose from reading and conversing with all of the Residency, with the Durbar Vukeel, and any others; and (in q. 43) concludes that he meant Government to infer, from the 6th para. of his letter, No. 55, that the notoriety of the case was the reason for Sir Robert Arbuthnot's not attending, and that Sir R. Arbuthnot says as much in his letter; and (q. 49) that no search of the

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records was required to test the accuracy of the account, as Sir R. Arbuthnot's letter and the reply of Government are in the compilation, or his memory deceives him; thus throwing all responsibility for his assertion upon the letter from Sir R. Arbuthnot. But we shall see below that it must have been to a letter of Mr. Andrews', and not of Sir R. Arbuthnot's, that Captain French refers.

Narayen Chimnajee was also called as a witness on the defence, and he (page 1230) deposes to having shown Captain French the documents which were in the office against Joetabhaee and Bechur Samul's character.

In his reply the prosecutor produces two memorandum books, kept by Nursoo Punt when native agent, to show, that from the 4th September 1845, when Bechur Samul died, to the 22d March 1847, when notice similar to that communicated by Mr. Andrews to Government on that date was taken of the case, no mention is made of Joetabhaee and her business; the extracts of these two days the Commissioner has recorded (O.) and (P.)

Nursoo Punt (page 1232) accounts for no entries being to be found in his memorandum book connected with Joetabhaee between the 4th September 1845 and 22d March 1847, from all reports having been stopped by the Gaekwar's having gone to the naming of the child; and it is upon the above evidence that the Commissioner has to form his opinion whether Nursoo Punt is guilty of this second instance of the charge.

Had Nursoo Punt in this instance contented himself with denying his responsibility for what Captain French has asserted in his letter, except in instances when Captain French quoted him as his authority, the only question for consideration would have been whether he misled Colonel Outram as to the reason why Sir R. Arbuthnot did not attend the naming of the child; but as he has gone further, and asserted that there is proof (though he has not produced it) that the popular rumour on the subject was Sir R. Arbuthnot's reason for not attending the ceremony, we must believe that if not the originator, he is now, and may have been before, a believer that such reasons did weigh in Sir Robert Arbuthnot's mind, and must therefore see what grounds there are for such a belief.

The first notice that we find of Sir R. Arbuthnot's not having attended the ceremony is in Mr. Andrews' letter, No. 70, dated 22d March 1847, for no letter, as mentioned above, from Sir R. Arbuthnot to Government on the subject has been produced, nor does Nursoo Punt refer to any other letter; and Captain French's memory therefore appears to have deceived him. The memorandum accompanying Mr. Andrews' letter is almost a literal translation of the entries in the native agent's diary of the 4th September 1845 and 22d March 1847, (O.) and (P.), copied in parallel columns in the margin,* and that would alone

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* Copy of Memorandum.

Bechur Samul, proprietor of Hurree Bhugtee's firm, died on the 4th September 1845, leaving two widows, and one son, by the first wife, named Purshotum, then about three years of age, and who is, of course, the heir to the firm. The second wife was then childless. In January 1846, it was heard that the second wife had given birth to a son some days afterwards. The ceremony of giving a name to this infant was solemnized, which was attended by his Highness the Gaekwar. The Resident was invited, but he did not go. Afterwards, according to the custom of the caste (Vissurlad Banians), the child was betrothed, and a feast given to the caste. On the 26th February last, it was reported that some Coolies had come to Baroda, and gone to the house of Bhana, the second wife's father, and raised a dispute with him, demanding that as, according to agreement, the money for the child taken by him had not been paid, it should be restored. They then proceeded to the firm of Hurree Bhugtee, where the statement of the Coolies was taken down in writing, and the principal people of the caste were assembled together, who decided that Bhana had committed a fraud, and that he should be accordingly turned out of caste, and it was decided also that the child was a Cooly.

(O.)

The head of the firm at Baroda of Hurree Bhugtee, Bechurbaee Set, having been ill for about 15 months of rheumatism, &c., received God's order (died), on Wednesday, about the last watch in the night. He has two wives. The elder has a son about three years of age, by name Purshotum Bhaee. Beechurbhaee held the Company's guarantee.

(P.)

As written on the 45th page of the Memorandum for the 4th September 1845, Parek Bechurbaee, of Hurree Bhugtee's, died. At that time his second wife had no issue. After that, in January 1846, *alias* in the month of Poush, I heard that the younger wife had a son; and some days after that the child was named, and the Gaekwar and suite went to that ceremony, and an invitation was sent to the Resident, but he did not go. That child, according to custom, was betrothed, and all other ceremonies performed to this day according to the custom of the caste. But, on the 12th Falgoon Sood, or 26th February 1847, I heard that, the day before, some two or four Coolies, from some village, came and went to the younger wife's father's house,

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alone establish the fact that Mr. Andrews' information was derived from Nursoo Punt, and therefore, though adopted by Mr. Andrews, the account placed on the records must have originated with Nursoo Punt, and if so (be the account true or false) it is of little moment whether Nursoo Punt told the story to Colonel Outram and Captain French, or whether he only gave them Mr. Andrews' memorandum, founded upon his report, to read. In his letter Mr. Andrews does not say why Sir Robert Arbuthnot did not go, and it is not from this letter, then, that either Captain French or Colonel Outram could have received the impression that his absence was owing to the notoriety of the case. That information they must have obtained from other sources, and if so, what source so likely as from that whence, as shown above, Mr. Andrews derived the information he sent to Government—his native agent; and having received the impression when reading Mr. Andrews' letter, Captain French might very naturally believe that he received it from the letter, when he received it from the native agent, in consequence of an obscurity in that letter. That there are people who now believe and will declare that they have from the first believed the story of Joetabhaee's child being supposititious, is very probable, for it is well known how treacherous the memory is when a person has taken up a decided opinion on any subject; but the legitimacy of the child is not the point at issue now. The question now is, did the popular voice of Baroda pronounce Samul Bhugtee to have been impotent for such a length of time as to prove the delivery of Joetabhaee to have been fictitious, and was that Sir R. Arbuthnot's reason for not attending the naming? Colonel Outram (C) part 2, para. 2, ascribes Sir R. Arbuthnot's absence to the fact that he never attended any of these ceremonies; and as Nursoo Punt has neither denied this, nor brought any evidence to prove the contrary, it may be assumed to be proved; but even supposing that Sir R. Arbuthnot never attended these ceremonies, he still may have been aware of the rumours affecting Joetabhaee's character, and have expressed his opinion regarding them, but there is nothing on record to render this probable. We have an entry of the native agent's that Bechur Samul died on the 4th September; there is no mention of his widow's delivery in January following, and the suspicions that attached themselves to it; there is no mention within the next 12 days of these suspicions, and that the Resident was made aware of them: there is nothing said on the subject for upwards of a year afterwards, and then not on the day when first the rumours became matter of public scandal; but on the 22d March an entry is made of what he heard on the 26th February, when certainly a subject of much more scandal had occurred on the 25th February than happened on the day before he made the note.

There is a paper bearing date the 21st of March 1847, produced by Baba Nafra

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a Cooly. A writing was executed to that effect The second wife was then, in consequence of this, placed in confinement in the house of the firm. It having been reported to-day, that yesterday a writing was taken from the second wife, acknowledging the child to be spurious, and a guard was placed over the house of Bhana, the second wife's father, and he and the inmates placed in confinement in the house. The child, which had been up to this time in the house of Bhana, was taken to the house of Hurree Bhugtee's firm. Bhana's wife, it is said, escaped, and went to complain to the Durbar, but not being attended to, she has concealed herself somewhere, from fear of being confined also. The affairs of the firm are conducted by the Woonum Goomashta, Baba Nanpurry, it is said, under a will or deed executed by Bechurbaee before his death, appointing Baba to act during the minority of his (Bechurbaee's) son, Purshotum. This affair has been entirely conducted apparently within the house of the firm. His Highness has not publicly interfered, nor has any notice of the circumstance been brought publicly to the Residency.

house, and told her father, Bana, that he had given them a writing for their child, promising money, and that he should either pay the money, as promised, or return the child; and thus, having in this manner spoken and disputed, they went to Hurree Bhugtee's shop, and there, having taken their statements, and having collected the Mahagins of the caste, and having passed a writing to the effect that Bana was an outcast, put their marks upon it, and put the younger wife in another separate room in the house; and to-day I understand that, yesterday, having taken some writing from the younger woman, having sent guards to Bhana's house, he and his household are kept in custody in the house; they took the young woman, with the nurse who was staying there, to Hurree Bhugtee's house, and that Larbaee, when the guards came to the house, having got out, went to complain to the authorities, but not finding any one to listen to her, she has concealed herself somewhere.

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Nafra before the Durbar, a translation of which forms No. 35, Appendix (H.) to Exhibit (C.), in which Joetabhaee declares the illegitimacy of her child. This paper would appear to be the writing which in memorandum (P.), Nursoo Punt says was taken from Joetabhaee the day before he made that memorandum. Colonel Outram in (C.), Appendix (N.), contends that it had no existence before September 1848, but from a writing being referred to by Mr. Andrews in the accompaniment to his letter of the 22d March 1847; either this document, or some other like it, was most probably in existence at that time, but as Joetabhaee has since denied the document, it cannot be held to prove the fact, and if the rumours of Joetabhaee's misconduct were so notorious as to come to the Resident's ears in January 1846, how comes it that we hear nothing further of it until March 1847, and that Baba Nafra, even if he was her accomplice, had not some stronger proof or less doubtful admission of her guilt?

Nursoo Punt has produced no evidence to prove the existence of the rumours, any more than he has of Sir R. Arbuthnot's reasons for not attending the Barsa (naming of the child), and in the absence of this proof a reference to (C.), Appendix (H.), would go very far to satisfy the Commissioner that no such rumours ever existed. Baba Nafra in his depositions, No. 93, November and December 1847, and No. 100, August and September 1850, Appendix (H.), states that Bechur Samul had been ill for a year and more before he died, and that for six or four months he had been unable to move without assistance, and that his suspicions were raised the day after Joetabhaee's delivery, and that he spoke to Maha Luxmeebhaee on the subject, but having no undoubted proof, he was restrained by policy from making any move in the matter. That he informed his Highness the Gaekwar, who was also surprised, and told him to make inquiries; that the Barsa (naming) was delayed, but nothing being found out, it subsequently took place with the Gaekwar's consent, which was accorded, to prevent a disturbance being created, and because his Highness seeing that the illegitimacy of the Raja of Rajpeepla had been established after 15 years, thought no harm would come of this being allowed, and that he, Baba Nafra, took Joetabhaee's confession on the 21st March 1847, at his Highness's desire. We find no notice in the widow Maha Luxmeebhaee's statement in December 1847, No. 94 of the same Appendix, Bechur Samul being bedridden or impotent; her suspicions appear to have arisen from Joetabhaee's alleged state just before her husband's death, nor does she notice the Barsa having been delayed. She accounts for having permitted the naming and the other ceremonies to take place in her house, by saying that it was done in order to avoid contention, and would palliate her having allowed them, by pleading her grief and widowhood, and by urging that they were performed in an indifferent manner. This, however, can hardly be thought consistent with fact, for it is not probable that in any country a ceremony attended by the Sovereign would be considered as performed otherwise than with the utmost pomp, and under the most auspicious circumstances. But as these statements are meant to show that his Highness the Gaekwar did suspect the child's illegitimacy, and postponed the ceremony, they raise the question more strongly, why did not this find a place in the native agent's memorandum book, for Bechur Samul having been as it were bedridden for four months (the Resident's report says, ill of rheumatism for about 15 months), and the Gaekwar's suspicions having been aroused, but the reports subsequently stifled or passed over by him, though adopted by the Resident as his grounds for not attending at a ceremony which had been delayed, but was subsequently countenanced by his Highness, is a greater reason why some memorandum should have been kept of it by the native agent; since the records of the Residency are in no way subject to his Highness's will and pleasure, so in either way, whether we take Nursoo Punt's not producing evidence to prove that such rumours were rife as an admission that such evidence does not exist, or whether we give him the advantage of the evidence of Baba Nafra and the other widow, apparently the strongest in the case, we are still brought back to the opinion, that at the time of naming the child no rumours were afloat derogatory to Joetabhaee's character, and consequently that no such reasons existed to prevent Sir R. Arbuthnot from attending the ceremony.

We

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We have seen above that Mr. Andrews' letter, to which Nursoo Punt refers as having been the source from whence Colonel Outram derived his impression of Sir R. Arbuthnot's motives, does not bear him out, and Nursoo Punt has not shown from whence Colonel Outram could have derived the impression except from him; and the Commissioner is therefore of opinion that so much of the charge as goes to accuse Nursoo Punt of having attempted to deceive Colonel Outram, is proved against him, though there is no proof of his having misled Captain French, either directly or indirectly.

Third Instance.

The third instance of Nursoo Punt's "false and unfaithful conduct" is, "that he withheld from Captain French, or failed to communicate to him, the real nature and features of the Joetabhaee Settanee case, he himself being well acquainted with them; and further, inasmuch as he withheld from Captain French the fact, that at the date of the arrival of that officer at Baroda, only a representation to the Durbar was required to secure the transmission for submittal to the Resident's review of the proceedings of the Punchayet that had been assembled at my instance to investigate the complaints preferred by Joetabhaee Settanee against Baba Nafra, the mooneim goomashta of her late husband's bank."

In support of this charge, the prosecutor has produced his letter to Government, No. 42, dated 31st March last, and Appendix (C.), and has called Lieutenant Battye as a witness, who deposes (page 1225) that he mentioned to Captain French that Colonel Outram always thought that Joetabhaee had been very hardly treated, and that it was a case in which Government would certainly interfere (page 1226). He had doubts at the time himself as to the clearness of the case.

Nursoo Punt, in his defence (I.) on this charge, urges the great length of the report (G.), and that it is written in English, which he does not understand; but declares that it is not necessary for him to understand it, as Captain French made his own report, and did not even inform him of all he had said. But when he did inform him of his having suggested to Government that the case should be decided by arbitration, he, Nursoo Punt, urged that it was in the nature of a criminal, and not a civil case, and therefore that Government would not agree to the reference; but this, Captain French in his deposition (M.) q. 7, does not recollect. With regard to the omission to inform Captain French that only a representation to the Durbar was requisite to secure the Punchayet's proceedings being sent to the Resident for his review, it does not appear that it was necessary to communicate such information; for, the parties having the British guarantee, the 55th para., Part 2 of (C.) would show that the proceedings of the Punchayet (which had nearly completed its labours when Colonel Outram left Baroda) ought to have been submitted to the Acting Resident, and that it was the legal and constitutional tribunal appointed by the Durbar, and from which an appeal lay to the Resident, and under these circumstances Captain French might have known, without requiring the native agent to inform him, that as the question depending before the Punchayet affected a party holding the British guarantee, the proceedings must be submitted to him.

In support of the former part of the charge, that Nursoo Punt failed to communicate the real nature and features of the case to Captain French, the only evidence produced by Colonel Outram is his report of the 31st March last (C.), in which, as in the last instance acquitting Captain French of all intentional wrong, he severely censures his views and measures, and charges his native agent with misconduct in having deceived him. This native agent Captain French upholds, and does not believe that he has deceived him. The question, then, lies between Colonel Outram and Captain French as to whose view of the case and proceedings therein is the more correct; and as there does not appear any reason why Nursoo Punt should have informed Captain French of what he ought himself to have known, the Commissioner does not consider Nursoo Pun in any way culpable in the third instance.

Fourth Instance.

The last instance in this present charge of Nursoo Punt's "false and faithless

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conduct" is, "that when directed by Captain French to draw up a summary of a petition addressed by Joetabhaee to the Right honourable the Governor of Bombay, and dated 7th May 1849, and its enclosures, he prepared, or caused to be prepared, and gave, or caused to be given, to Lieutenant M. Battye, Assistant Resident, for translation, a document containing an incorrect version of the aforesaid petition, and an incorrect description of its enclosures, knowing that the said incorrect version and incorrect description were to be transmitted to the Right honourable the Governor in Council."

In support of this charge the prosecutor files the petition dated the 7th May 1849—(D.) 3.

The translated substance of it forwarded with Captain French's letter, No. 199, dated 21st July 1849—(G.)

The petitions of 10th and 20th April, and 7th May—(D.) 1, 2, and 4.

Petition of 21st December 1848—(E.)

Joetabhaee's petition to Captain French of the 30th December 1848—(E.)

Colonel Outram's letter to Government No. 47, dated 31st March 1851—(C.)

Lieutenant Battye, the Assistant Resident, is produced as a witness.

The gravamen of this charge is, that Nursoo Punt gave Mr. Battye an incorrect account of the substance of the petition dated 7th May (D.) 3, for the only question regarding the other petitions is, whether the petitions of the 10th and 20th April, and 7th May, to the Resident, the two last of which she certainly did, and the first she most probably (though Nursoo Punt in his defence controverts this point) enclosed in her petition to Government of the 7th May, bear out the memorandum at the end of (G.), that they are "mere repetitions of the grievances already recorded in the English petition of the 21st December 1848, and expressing a desire that no orders be given to the Resident until the case has been strictly inquired into." A perusal of these papers will show that they do not bear out the description of being mere repetitions of grievances; for if a short account was to be given of them, it would be more appropriate to call them "sarcastic remarks on Captain French's orders of the 5th and 11th April, and expressing, &c.;" but further and more detailed notice will not be required of them until we have seen whether Nursoo Punt or Mr. Battye is answerable for the substance or translated substance of the petition, and the memorandum at the end of it; for Nursoo Punt, in his defence (I.), declares that it was Mr. Battye made both the substance and translation, that it was not customary for the native agent to draw up the substance of petitions, and that the memorandum at the end of the "translated substance" proves it to have been prepared by Lieutenant Battye, as it refers to a petition in the English language, with which he is not acquainted. Not that that argument need avail him, for if the memorandum was proved to be his, and false, it would not signify in what language the documents to which it referred were written.

The reason assigned for Nursoo Punt's not choosing to have these petitions translated is, that they impugn his conduct; but with reference to that, Nursoo Punt urges that the petition of the 21st also contains strictures on his conduct, and therefore he gained nothing by referring to that and avoiding all reference to the others; and with regard to the fact of the endorsement on (D.) 1 and 2 (the answers sent to Joetabhaee) being in his handwriting, he urges that they are the Resident's orders, and that he is not answerable for the Resident's acts, more particularly Captain French's, as he had reported that he could do without a native agent.

Lieutenant Battye deposes (page 1226); that to the best of his belief (G.) is a translation of a summary made by the native agent; but he cannot swear to it, as the native document is not forthcoming, nor can he (page 1226) specify any particular instances in which Nursoo Punt made summaries of petitions which he translated; nor can he (page 1226) recollect Nursoo Punt's having to make summaries of petitions or memoranda which were to be translated, with the exception of this; nor (page 1226) swear that a summary

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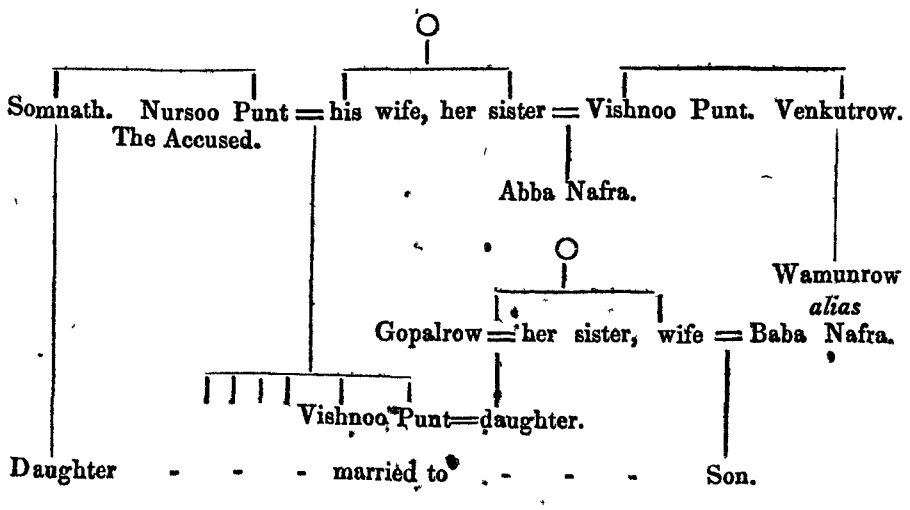
mary was made of this. The substance of petitions (page 1227) to be translated was generally made by the petition being read over to him, and he has no means of recalling to memory (page 1227) whether he had the substance of the petition to translate, or whether he made the translated substance from the petition itself. On the other hand, Narayenrow, who always brought Mr. Battye (page 1226) papers to read and translate, deposes (page 1229) to his having read (D.) 3, to Mr. Battye, who translated what he thought right of it. This witness's evidence would not weigh much against other evidence equally positive on the opposite side. But as Mr. Battye's evidence is extremely weak, and only goes to show that he has an impression that, contrary to the usual custom, he had the substance of this petition prepared for his translation, Narayenrow's positive assertion acquires greater weight, and the Commissioner, therefore, does not think it proved, that Nursoo Punt did prepare, or cause this document to be prepared, nor that it was he gave Mr. Battye an incorrect description of its enclosures. It is, therefore, unnecessary to examine how far the documents referred to in the memo. are removed from the description given of them in it, as any such inquiry would not affect Nursoo Punt, but Lieutenant Battye or Captain French, between whom, from the note to the 118th para. of the second of his report (C.), it would appear Colonel Outram (the duty of giving the substance having been confided to Nursoo Punt not being proved) considered the responsibility lay. Though, strictly speaking, under any circumstances, as Colonel Outram accuses Captain French of having "resolved on withholding the translations demanded by Government, and sending a translated substance in lieu," Nursoo Punt would be relieved from all responsibility, except as accessary to Captain French.

The Commissioner cannot but remark, that in this instance, as in the next charge, all doubt would have been removed had it been the custom in the office to endorse on petitions and papers what was to be done with them before the Resident disposed of them. The practice of such indorsements is supposed to entail labour, but in ensures exactness and creates responsibility.

Nursoo Punt, after defending himself from all four of the distinct instances of the charge brought against him, proceeds to answer other remarks or accusations which appear in the prosecutor's report (C.), and though not forming part of the charge against him, the Commissioner does not think they ought to be passed over without remark. First of all, he refers to the prosecutor's idea that he is a relation of Baba Nafra's, and consequently likely to favour him; points first insisted upon in the 14th para. of the 1st part of the report (C.), but which are frequently urged elsewhere.

In explanation of this, Nursoo Punt shows how he is, by three intermarriages, connected with Baba Nafra's family in a manner which will be more easily understood from the annexed genealogical table, than from any description in words; and at the same time he explains that Abba Nafra, his wife's nephew, with whom he is on good terms, lost his parents when yet an infant, and that his (Abbas's) cousin, Baba Nafra, usurped his uncle's place in the firm, and reduced the son to poverty, saddling him with his father's debts, and that is one cause of his and Baba Nafra's enmity.



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That he and his brother Somnath are separated, and on bad terms, in consequence of Somnath's having in 1845-46 married his daughter to Baba Nafra's son without Nursoo Punt's full consent.

And that his son, Vishnoo Punt's mother-in-law, and her sister Baba Nafra's wife, are not on good terms with one another; but of all this enmity he has not produced any proof, nor has he attempted throughout the investigation either into this or any other of the charges, though Baba Nafra has in other cases been twice before the Commissioner as a witness, to prove any misunderstanding, much less enmity. The whole then, that this part of the defence shows, is that a niece of Nursoo Punt's is married to Baba Nafra's son; that one of Nursoo Punt's sons is married to a niece of Baba Nafra's wife, and that Baba Nafra himself is a nephew of Nursoo Punt's sister-in-law, connexions sufficiently near and intimate to allow of either much friendship or much enmity. But when we remember that clandestine marriages cannot take place in this country as in England, and that they are matter of much deliberation as well as of rejoicing, and the improbabilities besetting any other view of the case, the Commissioner is induced, from the number of the intermarriages, to conclude that the families are on good rather than on bad terms.

In a subsequent part of his defence Nursoo Punt mentions, as one cause of enmity, Baba Nafra's wife having been recalled from Petland while proceeding on a pilgrimage to Dwarka, which was attributed by the family to his influence, but of this he has offered no proof, and the prosecutor in reply offered to produce evidence to disprove the assertion, and to show that the lady was accompanied on her pilgrimage by a peon from the Residency, allowed her by Nursoo Punt, but as the Act (XXXVII. of 1850) only contemplates evidence being exhibited in reply (sect. 19), "to contradict any evidence exhibited for the defence," the Commissioner would not receive it.

But whether Nursoo Punt is, as he says the prosecutor is always asserting, an accomplice of Baba Nafra's, and interested in all that concerns him or not, it is very certain from his defence on the fourth charge (para. 3, cl. 6), that there is no serious enmity between them, for in that Nursoo Punt asserts that Baba Nafra had been importuned for the last year to give up the name of a person to whom 20,000 rupees was paid, supposed to be Nursoo Punt himself; but he would not; if that then be the case, and as Nursoo Punt asserts it, we must believe it, it is very clear Baba Nafra cannot bear any very deep-rooted enmity to him, and it may possibly so happen that they are no enemies at all; and again, in his defence in the sixth case, he admits that he did on one occasion, 1848, or thereabouts, visit Baba Nafra on the occasion of a wedding in his family, which, though there might be no sincerity of regard between them, prevents the possibility of their enmity being so great as to be notorious, and would justify the belief that they were friends and not enemies.

Nursoo Punt further contends that his impartiality was evident; first, from his having suggested to Colonel Outram, when Joetabhaee's first petition was received, that the case should be inquired into at the Residency, and not at the Durbar.

In his reply the prosecutor denied that any such suggestion was ever made.

2. That when the Metapoor Coolies were sent for and came to the Residency, he recommended that their depositions should be taken before they were sent to the Durbar.

This the prosecutor, also, in his reply, denied.

3. That it was at his suggestion Joetabhaee was allowed a vukeel, and that he reported to Colonel Outram that access was not allowed to her.

This the prosecutor, in his reply, declared to be perversion of truth.

The fourth assertion, that Colonel Outram said, on his representations, that the guards should be removed, that Joetabhaee was suspected, and therefore should be under some restraint, the prosecutor declared to be a deliberate untruth.

5. That

5. That he reported to Colonel Outram a conversation he had with Trimbuck Shastree and the employés of the Durbar.

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This the prosecutor, in his reply, said was the conversation referred to in note (*) to the 26th para, of the second part of his report (C.), and if so, is most unimportant; if not, Nursoo Punt should have been more explicit

Lastly, he claims credit for impartiality, by having several times suggested to Colonel Outram to send for the papers in their unfinished state from the Durbar, which Colonel Outram refused to do.

This the prosecutor, in his reply, states was refuted by Mr. Battye's order of the 9th October 1848 (B. 27), in which Mr. Battye, then in temporary charge of the Residency, says, he will suggest to Government not to interfere. This endorsement is supposed to have been surreptitiously obtained, and to express Nursoo Punt's own wishes in the case, and not to be Mr. Battye's order; but even if it be Nursoo Punt's own order, or not, the ground upon which he claims credit for impartiality is very questionable, as every judge or lawyer must know; and probably most others are aware that when there is a prescribed course to be followed, it is very doubtful which party is benefited by the business being taken out of that routine. Had Colonel Outram taken Nursoo Punt's advice, if proffered, he would have subjected his proceedings to much remark, not only of favouring Joetabhaee, but of want of courtesy to the Durbar, and instead of expediting, he might only have retarded and have rendered more involved the then very complex question; but as Nursoo Punt has offered no proof in support of any of these assertions, it would not have been necessary for the prosecutor to have replied to them had they not been in the nature of direct charges against himself.

Nursoo Punt next proceeds to explain the reason of his coming to Baroda when Lord Clare was here, and how he came to give up a situation of higher emolument for one on reduced pay.

The former subject is entirely beside the present question, and the latter forms no part of the charge against him. A situation where there is no travelling, on reduced pay, near his own native country, to a man in bad health, may have much greater attractions than the higher salary with constant travelling in a less genial climate, and though, if a man is convicted of corrupt practices, we may then infer that it was the power of indulging those practices that induced him to seek the appointment; still we must not infer from a man's accepting a less lucrative appointment, that the incentive to it was corruption.

The Commissioner therefore is of opinion on the whole of this case, that except so far as he misled Colonel Outram by leading him to believe that the notoriety of the case was the reason why Sir R. Arbuthnot would not attend the naming of Joetabhaee's child, Captain French, has relieved Nursoo Punt of all responsibility, and that there is no further proof of his having been guilty of false or unfaithful conduct in the Joetabhaee case.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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SECOND CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

SECOND CHARGE.

(A.)

LETTER from Colonel *Outram* to Mr. Chief Secretary *Malet*, No. 209, dated 31 August 1848.

MEMORANDUM.

Lieutenant-colonel Outram's letter, dated the 31st August, No. 209, of 1848, formed Enclosure No. 1, to Collection No. 7, accompanying Political Despatch from the Bombay Government, dated the 16th December, No. 176, of 1848. This letter, which forms Exhibit A. (being voluminous) is not repeated in this place.

(B) 1.

A MEMORANDUM from *Hurree Bucktee*.

THAT your Memorandum of the 29th July 1848, No. 181, in answer to my Memorandum of the 13th Assud Vud, Sunbut 1904, directs me to send Govindrow Futtesing's account, so I have had prepared and send herewith his account to Assad Vud 30th, Sunbut 1904 (30 July 1848) as follows:

A bond for 19,001 rupees, with the Resident's signature, and state in explanation of the account that I have a bond of his for former dealings for 9,000 rupees, and in that, interest is entered at 12 per cent. per annum, and in the above bond for 19,000 rupees it is written that "the bond for the former sum due to you is in your possession, accordingly." I have made out a separate account for that at 12 per cent., which I send.

Rs. 10,001 cash were paid to your Treasury, and interest on that was agreed for at nine rupees per cent., as is entered in the bond for 19,000 rupees.

There is a bond for 13,001 rupees, with the Resident's signature; this was paid into the Treasury, and interest agreed for at nine per cent., so that the above 10,000 rupees, out of the 19,000 rupees bond, and this 13,000 rupees, making together 23,000 rupees at nine per cent.; I have sent an account of interest for that also separate.

I have thus sent the two accounts which, when you have considered, be pleased to send an order as usual for my being paid the money. Shreevun Sood 6th (Saturday), Sumbut 1904, corresponding with 5th Ramzan (5 August 1848), written by Purshotum Bechurbhaee, by the hands of Wanun Row Baba Nafra.

(True translation.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

Endorsement.

This document was presented at the Residency on the 5th August 1848 by Goomashta Dhamodhurdass.

(signed) *J. T. J.*

(B.) 2.

[*N. B.*—The indefinite sums appearing throughout this account, contiguous to the principal and interest, are the product of the principal or sums received, multiplied by the number of months for which interest is calculated.]

TRANSLATION of Govindrow Futtehsing's Account with the Firm of Hurree Bhugtee.

Rajah Shree Govindrow Futtehsing's Interest for Sumvut 1876 (A. D. 1820).

Rs.	
66,000.	*Rs.* 9,000, from Mah Vudh 5, to Falgoon Vudh 5, for 7 months and 10 days.

Particulars up to Assoo Vudh 30, Sumvut 1876.

Rs. 9,000.	Amount of principal due.
660.	Interest, 66,000, at 12 per cent. per annum.
Rs. 9,660.	

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Rs.

1,15,920. Interest for Sumvut 1877 (A. D. 1821).

Rs. 9,660, up to Assoo Vudh 30, for 12 months.

Particulars up to the 30th Asso Vudh, Sumvut 1877.

Rs. 9,660 - - - - Amount of principal due.
1,159 and 3 ¼ annas. Interest, 1,15,920, at 12 per cent. per annum.

Rs. 10,819 and 3 ¼ annas.

Interest for Sumvut 1878 (A. D. 1822).

1,13,647. 27,002 ½. *Rs.* 10,819 and ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1878.

Rs. 10,819 and 3 ¾ annas. Amount of principal due.
1,406 - - - - - Interest, 1,40,649 ½, at 12 per cent. per annum.

Rs. 12,225 ½ and 3 ¼ annas.

Interest for Sumvut 1879 (A. D. 1823).

1,46,708 ½. *Rs.* 12,225 ½ and 3 annas, up to Asso Vudh 30, for 12 months.

Particulars up to Assoo Vudh 30, Sumvut 1879.

Rs. 12,225 ½ and 3 ¼ annas. Amount of principal due.
1,467 and 1 ¼ anna. Interest, 1,46,708 ½, at 12 per cent. per annum.

Rs. 13,692 ¾ and – ½ anna.

Interest for Sumvut 1880 (A. D. 1824).

1,64,313 ½. *Rs.* 13,692 ¾ and – ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1880.

Rs. 13,692 ¾ and – ½ anna. Amount of principal due.
1,643 and 2 ¼ annas. Interest, 1,64,313 ½, at 12 per cent. per annum.

Rs. 15,335 ¾ and 2 ¾ annas.

Interest for Sumvut 1881 (A. D. 1825).

1,99,367. *Rs.* 15,335 ¾ and 2 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Assoo Vudh 30, Sumvut 1881.

Rs. 15,335 ¾ and 2 ¾ annas. Amount of principal due.
1,993 and 2 ¾ annas. Interest, 1,99,367, at 12 per cent. per annum.

Rs. 17,329 ½ and 1 ½ anna.

Interest for Sumvut 1882 (A. D. 1826).

2,07,955. *Rs.* 17,329 ½ and 1 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1882.

Rs. 17,329 ½ and 1 ½ anna. Amount of principal due.
2,079 ½ and – ¾ anna. Interest, 2,07,955, at 12 per cent. per annum.

Rs. 19,409 and 2 ¼ annas.

Rs.

Interest for Sumvut 1883 (A. D. 1827).

233,919 ¾. *Rs.* 19,409 and 2 ¼ annas.

Particulars up to Asso Vudh 30, Sumvut 1883.

Rs. 19,409 and 2 ¼ annas. Amount of principal due.
2,329 and 1 ½ anna. Interest, 2,33,919 ¾.

Rs. 21,738 and 3 ¾ annas.

Interest for Sumvut 1884 (A. D. 1828).

2,82,597. *Rs.* 21,738 and 3 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1884.

Rs. 21,738 and 3 ¾ annas. Amount of principal due.
2,825 ¾ and 3 ½ annas. Interest, 2,82,597 at 12 per cent. per annum.

Rs. 24,564 and 3 ¼ annas.

Interest for Sumvut 1885 (A. D. 1829).

2,94,770 ½. *Rs.* 24,564 and 3 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1885.

Rs. 24,564 and 3 ¼ annas. Amount of principal due.
2,947 ½ and 3 ¼ annas. Interest, 2,94,770 ½ at 12 per cent. per annum.

Rs. 27,511 ¾ and 2 ½ annas.

Interest for Sumvut 1885 (A. D. 1830).

3,30,143. *Rs.* 27,511 ¾ and 2 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1886.

Rs. 27,511 ¾ and 2 ½ annas. Amount of principal due.
3,301 ¼ and 3 annas. Interest, 3,30,143 at 12 per cent. per annum.

Rs. 30,813 and 1 ½ anna.

Interest for Sumvut 1887 (A. D. 1831).

4,00,573 ½. *Rs.* 30,813 ¼ and 1 ½ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1887.

Rs. 30,813 ¼ and 1 ½ anna. Amount of principal due.
4,005 ½ and 3 ¾ annas. Interest, 4,00,573 ½, at 12 per cent. per annum.

Rs. 34,819 and 1 ¼ annas.

Interest for Sumvut 1888 (A. D. 1832).

4,17,829. *Rs.* 34,819 and 1 ¼ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1888.

Rs. 34,819 and 1 ¼ anna, Amount of principal due.
4,178 ¼ and – ¾ anna. Interest, 4,17,829, at 12 per cent. annum.

Rs. 38,997 ¼ and 2 annas.

Rs.

4,67,968 ½.
38,997 ½.

Interest for Sumvut 1889 (A. D. 1833).

Rs. 38,997 ½ and 2 annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1889.

Rs. 38,997 ½ and 2 annas. Amount of principal due.
5,069 ½ and 2 ½ annas. Interest, 5,06,966, at 12 per cent. per annum.

Rs. 44,067 and – ½ anna.

Interest for Sumvut 1890 (A. D. 1834).

5,28,804 ½. *Rs.* 44,067 and ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1890.

Rs. 44,067 and – ½ anna. Amount of principal due.
5,288 and – ¾ anna. Interest, 5,28,804 ½, at 12 per cent. per annum.

Rs. 49,355 and 1 ¼ anna.

Interest for Sumvut 1891 (A. D. 1835).

5,92,261. *Rs.* 49,355 and 1 ¼ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh, Sumvut 1891.

Rs. 49,355 and 1 ¼ anna. Amount of principal due.
5,922 ½ and 1 ¾ anna. Interest, 5,92,261, at 12 per cent. per annum.

Rs. 55,277 ½ and 3 annas.

Interest for Sumvut 1892 (A. D. 1836).

7,18,610. *Rs.* 55,277 ½ and 3 annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1892.

Rs. 55,277 ½ and 3 annas. Amount of principal due.
7,186 and 1 ½ anna. Interest, 7,18,610, at 12 per cent. per annum.

Rs. 62,463 ¾ and – ½ anna.

Interest for Sumvut 1893 (A. D. 1837).

7,49,565 ½. *Rs.* 62,463 ¾ and ½ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1893.

Rs. 62,463 ¾ and – ½ anna. Amount of principal due.
7,495 ½ and 2 ½ annas. Interest, 7,49,565 ½, at 12 per cent. per annum.

Rs. 69,959 ¼ and 3 annas.

Interest for Sumvut 1894 (A. D. 1838).

8,39,513 ¼. *Rs.* 69,959 ¼ and 3 annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1894.

Rs. 69,959 ¼ and 3 annas. Amount of principal due.
8,395 and 2 ¼ annas. Interest, 8,39,513 ¼, at 12 per cent. per annum.

Rs. 78,354 ½ and 1 ¼ anna.

Rs.	Interest for Sumvut 1895 (A. D. 1839).
10,18,609 ½.	*Rs.* 78,354 and 1 ½ anna, up to Asso Vudh 30, for 13 months

Particulars up to Asso Vudh 30, Sumvut 1895.

Rs.	78,354 ½ and 1 ½ anna.	Amount of principal due.
	10,186 and 1 ½ anna.	Interest, 10,18,609 ½, at 12 per cent. per annum.
Rs.	88,540 ½ and 2 ¾ anna.	

Interest for Sumvut 1896 (A. D. 1840).

10,62,488.	*Rs.* 88,540 ½ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1896.

Rs.	88,540 ½ and 2 ¾ annas.	Amount of principal due.
	10,624 ¾ and 2 annas.	Interest, 10,62,488, at 12 per cent. per annum.
Rs.	99,165 ½ and – ¾ anna.	

Interest for Sumvut 1897 (A. D. 1841).

12,89,152.	*Rs.* 99,165 ½ and ¾ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1897.

Rs.	99,165 ½ and – ¾ anna.	Amount of principal due.
	12,891 ½ and – ¼ anna.	Interest, 12,89,152, at 12 per cent. per annum.
Rs.	1,12,057 and 1 anna.	

Interest for Sumvut 1898 (A. D. 1842).

13,44,684 ¾.	*Rs.* 1,12,057 and 1 anna, up to Asso Vudh 30, for 12 months.	
22,021.	8,257 ¾ and 21 dokras	Deduct amount received on the 10th Shrawun Shood, Sumvut 1898, for 2 ½ months and 5 days.

Particulars :—

Rs.	1,03,799 and 10 ¼ dokras.	Amount of principal due *Rs.* 1,12,057 and 1 anna.
		Deduct amount received – 8,257 ¾ and 21 dokras.
		Rs. 1,03,799 and 10 ¼ dokras.

13,226 ½.		Interest at 12 per cent. per annum :
		Product of principal multiplied by numbers of months' interest – *Rs.* 13,44,684 ¾
		Ditto of amount received, which deduct 22,021 ½
Rs.	1,17,025 ½ and 3 ¾ dokras.	Net product – *Rs.* 13,22,663 ¼

Interest for Sumvut 1899 (A. D. 1843).

14,04,309.	*Rs.* 1,17,025 ½ and 3 ¾ dokras, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1899, viz.

18,333 ½	– 2,200	–	On the 5th Maha Vudh, for 8 months and 10 days.
6,255 ¾	– 1,975 ½	–	On the 10th Assad Vudh, for 3 months and 5 days.
Rs. 24,589	4,175 ½		

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Particulars up to Asso Vudh 30, Sumvut 1899.

Rs. 1,12,850 and 3 ¼ annas.	Amount of principal due	*Rs.* 1,17,025 ½ and 3 ¾ annas.
	Deduct amount received	4,175 ½
	Net	*Rs.* 1,12,850 and 3 ¼ annas.

Rs. 13,797 and 3 ¼ annas.	Interest at 12 per cent. per annum.	
	Product of principal, multiplied by numbers of months' interest	*Rs.* 14,04,309
	Deduct, ditto of amount received	24,589
Rs. 1,26,647 ¼ and 3 annas.	Net product	*Rs.* 13,79,720

Rs.

16,46,416 ¾. Interest for Sumvut 1900 (A. D. 1844).

Rs. 1,26,647 ¼ and 3 annas, up to Asso Vudh, for 13 months.

Deduct amount received in Sumvut 1900.

41,144	4,440	On the 7th Mah Vudh, for 9 months and 8 days.
14,097	3,330	On the 8th Asso Vudh, for 4 months and 7 days.
Rs. 55,241	7,770	

Particulars to Asso Vudh 30, Sumvut 1900.

Rs. 1,18,877 ¼ and 3 annas.	Balance of principal due	*Rs.* 1,26,647 ¼ and 3 annas.
	Deduct amount received	7,770
	Net	*Rs.* 1,18,877 ¼ and 3 annas.

Rs. 15,911 ¾.	Interest at 12 per cent. per annum.	
	Product of principal, multiplied by numbers of months' interest	*Rs.* 16,46,416 ¾
	Deduct ditto of amount received	55,241
Rs. 1,34,789 and 3 annas.	Net product	*Rs.* 1,91,175 ½

Interest for Sumvut 1901 (A. D. 1845).

16,17,470. *Rs.* 1,34,789 and 3 annas, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1901.

28,815. *Rs.* 3,390. On Mah Vudh 15, for 8 ½ months.

Particulars to Asso Vudh 30, Sumvut 1901.

Rs. 1,31,399 and 3 annas.	Balance of principal due	*Rs.* 1,34,789 and 3 annas.
	Deduct amount received	3,390
	Net	*Rs.* 1,31,399 and 3 annas.

Rs. 15,886 ½ and 1 anna.	Interest at 12 per cent. per annum.	
	Product of principal multiplied by numbers of months' interest	*Rs.* 16,17,470 ¼
	Deduct ditto of amount received	28,815
Rs. 1,47,285 ¾	Net product	*Rs.* 15,88,655 ¼

Rs.

17,67,429. Interest for Sumvut 1902 (A. D. 1846).

Rs. 1,47,285 ¾, up to Asso Vudh 30, for 12 months.

Deduct amount received in Sumvut 1902.

Rs. 5,658	782 ¼	On Falgaon Vudh 8th, for 7 months and 7 days.
3,240 ½	3,136.	On Badwira Vudh 14th, for 1 month and 1 day.
Rs. 8,898 ¾	3,918 ¼	

Particulars to Asso Vudh 30, Sumvut 1902.

Rs. 1,43,307 ½.	Balance of principal due	*Rs.* 1,47,285 ¼
	Deduct amount received	1,918 ¼
17,585 ¼ and 1 anna.	Interest at 12 per-cent. per annum.	
	Product of principal multiplied by numbers of months' interest	17,67,429
	Deduct ditto of amount received	8,898 ¾
Rs. 1,60,952 ¾ and 1 anna.	Net produce	*Rs.* 17,58,530 ¼

20,92,386 ½. Interest for Sumvut 1903 (A. D. 1847).

Rs. 1,60,952 ¾ and 1 anna, up to Asso Vudh 30, for 13 months.

Deduct amount received in Sumvut 1903.

Rs. 19,861 ¼	2,240	On Falgoon Vudh 4th, for 8 ½ months.
7,008 ¾	3,337 ½	
Rs. 26,870	5,577 ½	

Particulars to Asso Vudh 30, Sumvut 1903.

Rs. 1,55,375 ¼ and 1 anna.	Balance of principal	*Rs.* 1,60,952 ¾ and 1 anna.
	Deduct amount received	5,577 ½
	Net	*Rs.* 1,55,375 ¼ and 1 anna.

Rs. 20,655 ½ and 2 annas.	Interest at 12 per cent. per annum.	
	Product of principal multiplied by numbers of months' interest	*Rs.* 20,92,386 ½
	Deduct ditto of amount received	26,870
Rs. 1,76,930 ¼ and 3 ¾ annas.	Net produce	*Rs.* 20,65,516 ½

Interest for Sumvut 1904 (A. D. 1848).

..,84,274 ¾. *Rs.* 1,76,030 ¼ and 3 ¾ annas, up to Asso Vudh 30, for 9 months.

Particulars up to Asso Vudh 30, Sumvut 1904.

Rs. 1,76,030 ¼ and 3 ¾ annas.	Balance of principal due.
15,842 ¾.	Interest, 15,84,274 ¾, at 12 per cent. per annum.
Rs. 1,91,873 and 3 ¾ annas.	

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(B.)3.

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[*N. B.*—The indefinite sums appearing throughout this account, contiguous to the principal and interest, are the product of the principal, multiplied by the number of months for which interest is calculated.]

TRANSLATION of Govindrao Futtehsing's Account with the Firm of Hurree Bhugtee.

Rajah Shree Govindrow Futtehsing's Interest, for Sumvut 1887 (A. D. 1831).

Rs.	
1,25,345 ¾.	*Rs.* 10,001, from 14 Karteg Shoodh, for 12 ½ months and 1 day.
1,66,833 ¼.	13,000, from 5 Karteg Shoodh, for 12 ½ months and 10 days.
2,92,179	*Rs.* 23,001.

Particulars up to the 30 Asso Vudh, Sumvut 1887.

Rs. 23,001 - - - - - -	Balance of principal due.
2,191 ¼ and 1 ½ anna.	Interest, 2,92,179, at 9 per cent. per annum.
Rs. 25,192 ¼ and 1 ½ anna.	

Interest for Sumvut 1888 (A. D. 1832).

3,02,308.	*Rs.* 25,192 ¼ and 1 ½ annas, up to 30 Asso Vudh, for 12 months.

Particulars to Asso Vudh 30, Sumvut 1888.

Rs. 25,192 ¼ and 1 ½ anna.	Balance of principal due.
2,267 ¼ and 1 anna.	Interest, 302,308, at 9 per cent. per annum.
Rs. 27,459 ½ and 2 ½ annas.	

Interest for Sumvut 1889 (A. D. 1833).

3,56,975 ¾.	*Rs.* 27,459 ½ and 2 ½ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1889.

Rs. 27,459 ½ and 2 ¼ annas.	Balance of principal due.
2,677 ¼ and 1 anna.	Interest, 3,56,975 ¾, at 9 per cent. per annum.
Rs. 30,136 ¾ and 3 ½ annas.	

Interest for Sumvut 1890 (A. D. 1834).

3,61,644.	*Rs.* 30,136 ¾ and 3 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1890.

Rs. 30,136 ¾ and 3 ½ annas.	Balance of principal due.
2,712 ¼ and 1 ¼ anna.	Interest, 361,644 at 9 per cent. per annum.
Rs. 32,849 ¼ and – ¾ anna.	

Rs.	Interest for Sumvut 1891 (A. D. 1835).
3,94,191 ½	*Rs.* 32,849 ½ and – ¾ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1891.

Rs. 32,849 ½ and – ¾ anna.	Balance of principal due.
2,956 ½ and 3 annas.	Interest, 3,94,191 ½, at 9 per cent. per annum.
Rs. 35,805 ½ and 3 ¾ annas.	

Interest for Sumvut 1892 (A. D. 1836).

4,65,474 ½	*Rs.* 35,805 ½ and 3 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1892.

Rs. 35,805 ½ and 3 ¾ annas.	Balance of principal due.
3,491 and 1 anna.	Interest, 4,65,474 ½, at 9 per cent. per annum
Rs. 39,296 ¾ and – ¾ anna.	

Interest for Sumvut 1893 (A. D. 1837).

4,71,561 ½	*Rs.* 39,296 ¾ and – ¾ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1893.

Rs. 39,296 ¾ and – ¾ anna.	Balance of principal due.
3,536 ½ and 3 ½ annas.	Interest, 4,71,561 ½, at 9 per cent. per annum.
Rs. 42,833 ½ and – ¼ anna.	

Interest for Sumvut 1894 (A. D. 1838).

5,14,002 ¼	*Rs.* 42,833 ½ and – ¼ anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1894.

Rs. 42,833 ½ and – ¼ anna.	Balance of principal due.
3,855 and – ¼ anna.	Interest, 5,14,002 ¼, at 9 per cent. per annum.
Rs. 46,688 ½ and – ½ anna.	

Interest for Sumvut 1895 (A. D. 1839).

6,06,951.	*Rs.* 46,688 ½ and – ½ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1895.

Rs. 46,688 ½ and – ½ anna.	Balance of principal due.
4,552 and 2 ¼ annas.	Interest, 6,06,951 at 9 per cent. per annum.
Rs. 51,240 ½ and 2 ¾ annas.	

Interest for Sumvut 1896 (A. D. 1840).

6,14,888.	*Rs.* 51,240 ½ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1896.

Rs. 51,240 ½ and 2 ¾ annas.	Balance of principal due.
4,611 ½ and 2 ½ annas.	Interest, 6,14,888, at 9 per cent. per annum.
Rs. 55,852 ¼ and 1 ¼ annas.	

Rs.

Interest for Sumvut 1897 (A. D. 1841.)

7,26,080 ¼. *Rs.* 55,852 ¼ and 1 ¼ anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1897.

Rs. 55,852 ¼ and 1 ¼ anna.	Balance of principal due.
5,445 ½ and 1 ½ anna.	Interest, 7,26,080 ¼, at 9 per cent per annum.
Rs. 61,297 ¾ and 2 ¾ annas.	

Interest for Sumvut 1898 (A. D. 1842).

7,35,575. *Rs.* 61,297 ¾ and 2 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1898.

Rs. 61,297 ¾ and 2 ¾ annas.	Balance of principal due.
5,516 ¾ and 1 anna.	Interest, 7,35,575.
Rs. 66,814 ½ and 3 ¾ annas.	

Interest for Sumvut 1899 (A. D. 1843.)

8,01,777. *Rs.* 66,814 ½ and 3 ¾ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1899.

Rs. 66,814 ½ and 3 ¾ annas.	Balance of principal due.
6,013 ¼ and 1 ¼ anna.	Interest, 801,777, at 9 per cent. per annum.
Rs. 72,828 and 1 anna.	

Interest for Sumvut 1900 (A. D. 1844).

9,46,764 ¾. *Rs.* 72,828 and 1 anna, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1900.

Rs. 72,828 and 1 anna.	Balance of principal due.
7,100 ¾ - - -	Interest, 946,764 ¾, at 9 per cent. per annum.
Rs. 79,928 ¾ and 1 anna.	

Interest for Sumvut 1901 (A. D. 1845).

9,59,145 ¾. *Rs.* 79,928 ¾ and 1 anna, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1901.

Rs. 79,928 ¾ and 1 anna.	Balance of principal due.
7,193 ½ and 1 ½ anna.	Interest, 9,59,145 ¾, at 9 per cent. per annum.
Rs. 87,122 ¼ and 2 ½ annas.	

Interest for Sumvut 1902 (A. D. 1846).

10,45,469. *Rs.* 87,122 ¼ and 2 ½ annas, up to Asso Vudh 30, for 12 months.

Particulars up to Asso Vudh 30, Sumvut 1902.

Rs. 87,122 ¼ and 2 ½ annas.	Balance of principal due.
7,841 and 1 ½ anna.	Interest, 1,045,469 at 9 per cent. per annum.
Rs. 94,963 ¼ and 2 ¾ annas.	

Rs.	Interest for Sumvut 1903 (A. D. 1847).
12,34,524 ½.	*Rs.* 94,963 ¾ and 2 ¾ annas, up to Asso Vudh 30, for 13 months.

Particulars up to Asso Vudh 30, Sumvut 1903.

Rs. 94,963 ¾ and 2 ¾ annas.	Balance of principal due.
9,258 ¾ and 3 annas.	Interest, 12,34,524 ½, at 9 per cent. per annum.
Rs. 1,04,222 ¾ and 1 ¾ anna.	

Interest for Sumvut 1904 (A. D. 1848).

9,38,001 ¼.	*Rs.* 1,04,222 ¾ and 1 ¾ anna, up to Asso Vudh 30, for 9 months.

Particulars up to Assad Vudh 30, Sumvut 1904.

Rs. 1,04,222 ¾ and 1 ¾ anna.	Balance of principal due.
7,035 and – ¼ anna.	Interest, 9,38,001 ¼, at 9 per cent. per annum.
Rs. 1,11,257 ¼ and 2 annas.	

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(B.) 4.

A. C.

To Rajashree Hurreebhaee Buckhedas, writes Govindrow Futteh Singjec Guicowar, Soorsun Julladeen Myatein Wuluf.

I HAVE borrowed from Moorlerdurdass Balgovind and Bookundas Narayndass, and to pay them I have borrowed from you 13,001 rupees, which, you paying, take their receipt as follows:

A bond, dated Sumbut 1884, Poushvud 1st, *Rs.* 6,511. 13 ½ dokras.

A bond, dated Sumbut 1884, Magvud 5th, 4,101 rupees, and also another bond.

The interest on the above 13,001 rupees is at 9 rupees per cent. per annum, and I will pay, out of my settlement, principal and interest. Sumbut 1887, Karty Sood 5th, (22 October 1830), by permission of Radabhaee Sahib Guicowar. This is written and signed by the hand of Rowjee Narayan Shastree Nisbut, the Lady Radabhaee, by her direction.

(Endorsement.)

Radabhoys's carkoon, having come to the Residency, has given this note to Hurree Bhucktee, with the Resident's consent, this 21st day of October, A. D. 1830.

(signed) *A. Malet*, Assist. Resident.

(Endorsed.)

This copy of bond was brought to the Residency, and presented to the Resident, by the son of Baba Nafra, the goomashta of the firm of Hurree Bucktee, on the 18th April 1842.

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(B.) 5.

A. C.

To Hurreebhaee Buckhedas, writes Govindrow Futtehsingjee Guicowar, Soor Sun Sullathan Myateyn Wuluf.

THAT I have borrowed from you principal as follows:

Rs. 9,000	due to you before the bond, for that is in your possession, according to that.
10,001	This Kartey Sood 14th, I received the principal, agreeing with you for 9 per cent. interest; this I will repay, principal and interest, without remission; the interest at 12 months has been agreed on.
Rs 19,001	

Thus

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Thus 19,001 rupees, as above-mentioned has been agreed on. When a settlement of my affairs is made I will repay you first. This is true. Sumbut 1898,* Kartey Soodh 14th, Friday; written at the Lady Radabhaee's desire, by the hand of Rowjee Narayen Shastree.

27 October 1830. (signed) *James Williams*, Resident.

* Should be 1887, 30 October 1830.

(Endorsed.)

This copy of bond was brought to the Residency, and presented to the Resident, by the son of Baba Nafra, the goomastha of the firm of Hurry Bucktee, on the 18th April 1842.

(True translation.)

(signed) *J. T. Jameson*, Assist. Commr.

(B.) 6.

Bond of Sumbut 1876, Magvud 5 (Friday, 4 February 1820).

On that day to ——— writes Govindrow Futtehsing Guicowar, that the purport of writing is this:

I have, for my necessities, received principal 9,001 rupees, the interest for one month having been deducted as premium; in future interest will be paid at 12 per cent. per annum; this writing is true.

I will pay the amount of this bond out of the first proceeds of my salary (nemnook).

(True translation.)

(signed) *J. T. Jameson*, Assist. Commissr.

(Endorsement.)

The copy of this bond was given in at the Residency, on the 5th August 1848, by Echaram Vemarseedass, of the firm of Hurree Bhugtee.

(signed) *J. T. J.*

(C.)

Translation of *Nursoo Punt*'s Report regarding the Debts of Govindrow Guicowar. (This summary is drawn up on the 21st August 1848.)

Draft.

1. Two yads, dated 6th July and 5th August 1848, were received from Hurry Bhugty, requesting payment of certain sums from Govindrow Guicowar's chittee,* towards the debt due to him. These two yads are numbered 1 and 2.

2. Regarding this, it appears from a reference to the former papers connected with this business, that Mr. Williams, Political Commissioner, after preparing an account of the debts of Govindrow Guicowar, both as regards the amount due to Government, on account of certain sums formerly advanced to him, as also his debt to Hurry Bhugty, on the 21st February 1833, wrote a letter to him to the following effect:

"You owe the Government *Rs.* 1,945. 31¼ *reas*, besides the amount paid to you at Surat for your expenses, which is also to be recovered. You borrowed from Hurry Bhugty 32,002 rupees, which is to be repaid to him with interest. To liquidate the above sums 10 rupees per diem will be deducted from your nemnook, which will leave a balance of 20 rupees per diem for you to receive for your expenses."

There is a separate translation of this letter, which is numbered 3.

3. According to the above, deductions were made, and when the amount due to Government was recovered in full, Mr. Boyde sent in a report to Government, No. 304, dated 10th April 1842, and a copy of the translation No. 3, was forwarded with it. In reply to which an order, No. 1,540, dated 7th June 1842, was received, directing that, according to the suggestions of the Resident, instalments be paid to Hurry Bhugty to liquidate the amount due to him.

4. Agreeably to the above order, Hurry Bhugty was in the habit of receiving the balance of cash deducted from Govindrow Guicowar's pay, from the Residency treasury, from Sumvut 1898 (A. D. 1842–43) to Sumvut 1903 (A. D. 1847–48). Total amount paid him in Suyasya 33,089 rupees, which makes up the amount of principal.

5. It now appears necessary that Government should decide up to what period, and what sum is to be paid to Hurry Bhugty, because in the first order received from the Bombay Government on the subject, it is not clearly specified. To liquidate his debts, the pay (nemnook) of Govindrow Guicowar is still under stoppages. On this subject he petitioned the Bombay Government, and received a reply thereto, No. 851, dated 25th February 1848, stating that a reply to his present communication would be sent hereafter. The Resident received an order from Government, No. 4734, dated 9th December 1849, to send Govindrow's account, which was accordingly forwarded, and a reply received thereto, dated 16th March

March 1848, No. 1146, directing that the loss on account of exchange in Baba Sayee rupees, be paid by his Highness the Guicowar, but no mention was made in that letter regarding the future settlement of his debts.

6. On asking the firm of Hurry Bhugty what balance they made still due, as they had received nearly the whole amount of their principal, they produced two yads, in which the accounts of Govindrow Guicowar were drawn up. In them the balance up to the end of July 1848 is shown as follows:—

	Rs.	*a.*	*p.*
1. Bond dated Sumvut 1876 (A. D. 1820), for 9,000 rupees, bearing interest at one rupee per cent. per mensem. The account of this is contained in yad No. 1 - - - - - - - - - - - - - -	1,91,873	3	9
2. Bonds of the Sumvut 1887 (A. D. 1831), one for 10,001 rupees, and one for 13,000 rupees, altogether 23,001 rupees, bearing interest at 12 annas per cent. per mensem - - - - - - - - - - -	1,11,257	6	–
Rs.	3,03,130	9	9

Total amount of Principal - - - 32,000 rupees.

The above is the balance stated to be still due, and the interest account has been made out after taking the balance due on last Deewalee, and adding interest thereto up to the present date.

7. In the above account, three bonds are mentioned. Of these, the one of the Sumvut 1876 (A. D. 1820) for 9,000 rupees, has no copy of it recorded in the Residency dufter, but allusion to it is made in the bond of Sumvut 1887 (A. D. 1831) for 10,001 rupees. In that bond, against the item for 10,000 rupees, it is stated that "interest is to be calculated on this sum at the end of 12 months, thus it is agreed." To this bond, Mr. Williams, the Resident's signature, like a witness, is attached. In the bond for 13,000 rupees, the rate of interest is mentioned at 12 annas per cent. per mensem, but nothing is said about calculating the amount of it yearly. There is an English (shera) indorsement on this bond to the effect that "this bond was brought by the Carkoon of Radhabhoy, and with the consent of the Resident delivered over to Hurry Bhugty."

The above bears the signature of Mr. Malet.

They have now brought from the Pureekh a copy of the deed for Sumvut 1876 (A. D. 1820), in which interest is mentioned at one rupee per cent. per mensem, but it does not bear the signature of the Resident, nor is there any mention made regarding calculating interest every 12 months.

The above is a statement of the contents of the bonds.

8. His Highness the Guicowar gives, twice a year, two (chittees) orders, on account of Govindrow Guicowar's nemnook, which two instalments amount to 12,400 rupees, equal to 10,839 Company's rupees. Of this, about 6,646 rupees is paid to him by the collector of Ahmedabad, on account of his expenses, and the balance, 4,193 rupees, is set apart for the liquidation of his debts. Up to the date of* , there is 6,000 rupees cash to the credit of his account. * S. I. O.

In short, it is evident that the distinct order of Government is requisite to settle this point.

TRANSLATION of Memorandum attached to Report regarding the Debt due by Govindrow Guicowar to the Firm of Hurry Bhugtee; the Resident, on the 31st August 1848, sent in a report to Government, No. 209. The following is a list of the translations therewith sent:—

1. A yad dated 5th August 1848, received from Pureekh Ootum Bechur; date of receipt and No., blank.

2. The report of Nursoo Luxomon, dated 21st August 1848.

3. The evidences of the goomashta of Pureekh Ootum Bechurbhoy.

4. Answers to the questions put to Nursoo Luxomon.

5. A yad received from Hurry Bhugtee on the 28th March 1842.

6. A yad dated 11th July 1845, received from Hurry Bhugty.

The above translations have been sent.

Baroda Residency,
(dated as above.)

(True translation.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nuisoo Punt.

(D.)

No. 5249 of 1848.—Political Department.

From *A. Malet*, Esquire, Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

1. I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter with inclosures, No. 209, dated the 31st August last, relative to the pecuniary claims of the firm of Hurry Bhugtee against Govindrao Gackwar.

2. The demand of this firm on Govindrao is founded on two bonds, one dated the 5th Kartik Sood, Sumvut 1887 (22d October 1830) for (13,001) thirteen thousand and one rupees; and the other, dated the 14th of Kartik Sood (30th October 1830) for (19,001) nineteen thousand and one rupees, both considered as bearing the Government guarantee.

3. At the time, however, that these sums were advanced to Govindrao by the firm of Hurree Bhugtee, no report of the transaction was made to Government by the Resident at Baroda, through whose instrumentality the loan was effected, and consequently no copies of the bonds adverted to above are forthcoming on the records.

4. The first bond of (13,001) thirteen thousand and one rupees is for money advanced to pay off a debt of Moorleehurdass, and the second consists of two items, namely, (9,000) nine thousand rupees of an old debt, and (10,001) ten thousand and one rupees for money then advanced.

5. In making up its accounts, the firm now charges 12 per cent. compound interest on the sum of (9,000) nine thousand rupees of old debt for about 28 years and 6 months, namely, from the 4th February 1820 to the 30th July 1848, and nine per cent. compound interest on the (10,001) ten thousand and one rupees remaining of the bond of the 14th Kartik Sood, and on (13,001) thirteen thousand and one rupees being the whole amount of that of the 5th of the same month for about 17 years and 9 months, namely, from the 22d and 30th October 1830, to the 30th July 1848, making thus a total demand of (*Rs.* 3,03,130. 9. 9.) three lacs three thousand one hundred and thirty rupees, nine annas, and nine pies, up to the 30th July 1848, after deducting sums received by the firm amounting to principal (*Rs.* 30,089. 3. 6.) thirty thousand and eighty-nine rupees, three annas, and six pies, with the interest upon that sum.

Accompaniment (E.)

6. It seems that in March 1842 the firm presented a memorandum* of Govindrao's debt up to the 22d of that month, calculated very differently. In that, interest is said to be at nine per cent. on the total of the two bonds, (32,002) thirty-two thousand and two rupees.

7. The separate statement of interest alluded to in the above-mentioned memorandum has not been sent to Government, but the amount of interest, exclusive of the principal, is given as (*Rs.* 95,693. 14.) ninety-five thousand six hundred and ninety-three rupees, fourteen annas, the period being 11 years and 7 months, taken from the 22d October 1830 to the 22d March 1842, whereas (32,002) thirty-two thousand and two rupees, at nine per cent. compound interest, for 11 years and 7 months, gives as interest only (54,901) fifty-four thousand nine hundred and one rupees.

8. It is clear, therefore, that the firm must have calculated the interest in some different method when it makes its demands on that amount for an excess of (40,792) forty thousand seven hundred and ninety-two rupees.

† (G.)

9. It appears that on the 11th July 1845 the firm presented another memorandum † of the amount, up to the 2d Kartik Sood 1898 (27th October 1841), a period of 11 years, when the interest is given on the whole sum of (32,002) thirty-two thousand and two rupees, as (*Rs.* 91,693. 14.) ninety-one thousand six hundred and ninety-three rupees, fourteen annas, but it is not stated at what rates or in what manner the interest is calculated, for (32,002) thirty-two thousand and two rupees, for 11 years, gives only (50,568) fifty thousand five hundred and sixty-eight rupees as interest.

10. The question now for consideration is, what interest is to be allowed. In the attempt to calculate compound interest at 12 per cent. on the (9,000) nine thousand rupees of the bond of the 14th Kartik Sood (30th October 1830), is preposterous. It matters little of what that sum was composed. It comes into the bond simply as a sum due on its date, and no claim can be admitted, by which its amount up to that date can be increased.

Rs. 9,000.

11. Whether this sum can fairly be held to bear no interest is, in the opinion of Government, a doubtful question. Admitting it, however, to be a balance of the old debt, still no sowkar lends his money even under a guarantee without some return for its use, and the question therefore arises whether, unless where there is a particular stipulation against any interest at all, simple interest ought not to be admitted at a fair rate.

12. The Right honourable the Governor in Council considers that if there were no other means of reducing the exorbitant demand of the firm against Govindrao, Government would, under

under the instructions* of the Honourable the Court of Directors, and in consideration of the papers in this case not amounting to a formal guarantee, have been justified in declining to authorise compound interest in this case.

13. His Lordship in Council, however, considers that a clear and just way is open to reduce the demand to a reasonable amount, that is, by not allowing the interest to exceed the principal. "Dam Dooput" is a native rule in such transactions, and considering the nature of this case. and the attempt made by the firm to obtain such usurious profit, his Lordship in Council considers Government to be justified in adopting it.

14. Under this arrangement the amount would stand as follows:—

		Rs.	*a.*	*p.*
Principal of the two bonds - - - - - -		32,002	–	–
Interest equal to the principal - - - - -		32,002	–	–
		64,004	–	–
Deduct paid † to the Firm - - - -		33,089	–	–
	Rs.	30,915	–	–

15. As these loans were granted without the previous sanction of Government, and as far as the papers before it show, the execution of the bonds was not preceded by an inquiry into the justness of the firm's demand against Govindrao Gaekwar, his Lordship in Council has resolved that this demand should thus be compromised; interest being allowed equal to the principal amount due.

16. I am accordingly desired to request that you will communicate the above decision to the parties concerned, and call upon the firm of Hurree Bhugtee to assent to the compromise now resolved upon by Government, whereby the firm will receive as much as they can reasonably expect, and as much as Govindrao Gaekwar can afford to pay.

I have, &c.
(signed) *A. Malet,*
Chief Secretary.

Bombay Castle, 15 December 1848.

(E.)

EXAMINATION of *Nursoo Punt Luxmon*, dated 26 August 1848.

Question. HAVING heard the answers of Hurree Bucktee's goomashta to the questions regarding the claim against Govindrow Guicowar, do you think there is anything suspicious in them or not, and what is your opinion about it; will you answer below?

Answers. From the Goomashta Icharam's answer about the difference between the date of the bond and the Resident's signature, I have some doubts as to how the mistake could have arisen.

The second question is about a former balance mentioned in a new bond, and in that there is some suspicion, certainly, from the Sumbut and date of the old bond not being written.

3. 4. From the unit not being written in the bond, and about their showing that a balance of the account had been struck, there does not appear to be anything suspicious.

5. A balance of 32,002 rupees is written, and there certainly is suspicion, as written in the second paragraph, that claims are entered on two bonds, but the year of the older is not entered, and that is suspicious.

This I have written for information.

26 August 1848, A.D.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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* *Vide* paras. 8 & 9 of the Honourable Court's letter, No. 37, dated 4 December 1844, forwarded with letter from this department, No. 1721, dated 9 April 1845; and para. 42 of letter from the same authority, No. 18, dated 22 July 1846, forming accompaniment to a letter from this department, No. 3759, dated 6 October 1846.

† This is taken from the sowkar's Abstract, No. 1 of (A.), and it is presumed consists of principal only.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(F.)

EXAMINATION of *Nursoopunt Luxmon*, on 31st August 1848.

Question 1. ON my asking you for your opinion regarding the deposition of Hurree Bhugtee's goomashta, taken before me on the 26th instant, you expressed some suspicions; why, therefore, did you not mention these suspicious circumstances in the report which you wrote regarding the claims against Govindrow Guicowar?—*Answer*. The firm of Hurree Bhugtee presented you with a yad in the month of July, relative to receiving payment from Govindrow Guicowar's draft; you then asked me the circumstances of the case, and I informed you, that according to the orders of Government, they had, up to that date, received the balance of the draft, and that the principal amount had nearly been adjusted; but what amount of interest they were to receive was not clearly understood from the instructions of Government, which I therefore begged of you to peruse; on my showing them to you, as also Mr. Boyd's report, you asked what objection there was to pay the instalments to the paruk agreeably to the instructions, upon which I pointed out that there was no specified amount of interest mentioned; it merely stated that the amount of principal and interest was to be adjusted from the balance of Govindrow's draft, and that consequently a reference to the Bombay Government on the subject was necessary; you then desired me to procure the accounts from the paruk, which I accordingly did, and on your telling me to write a report, I furnished you with a brief statement of, on what date Government was written to on the subject, and what orders were received, and had been taken in the matter. You afterwards required to see the original bonds, and put questions to the goomashta. At that time it appeared to me that in the bond for 19,001 rupees of Sumvut 1887 (A.D. 1830–31), a former item for 9,000 rupees was included, without date, and my suspicions were raised, as were those of the Resident's. When I wrote my report I did not observe that there was no date to the item of 9,000 rupees, consequently I had no suspicions; if I had, I should not have neglected to have mentioned them.

2. Was it not your duty, as native agent, when I called for your report, to carefully examine the accounts and inform me?—From the accounts furnished by the sowcar, it appeared that 10 times the amount of principal had been charged as interest, but I thought that as Mr. Williams had written to Govindrow Guicowar on the 21st February 1833, that 10 rupees a day would be deducted from his nemnook on account of his debts, that from that year compound interest would not be charged on the 32,002 rupees then due to Hurree Bhugtee. But under any circumstances, according to the custom of the British Government, the sowcar could not receive more than double the amount of his principal; under this impression I did not minutely examine the accounts, but merely reported briefly on the subject, consequently the fact of the item of 9,000 rupees not being dated did not at first strike me.

3. Was it not your duty, at any rate, to see whether the accounts produced by the sowcar were correct or not?—The dates of the accounts produced by the paruk agreed with those of the two bonds which were in the office; and as the old agreement was not in the duftur, a copy was obtained from the sowcar, dated Sumvut 1876 (A.D. 1819–20), and the dates for which the money was paid to him from the treasury, as also the interest, which I desired Narrainrow to calculate, and the accounts were given to Shroff "Shevuk," who reported that the interest was correct. I did not at that time observe that there was no date against the item of 9,000 rupees; if I had, I should have examined the sowcar's chopras, which was not done; with this exception, there appears no difference between the accounts and the bonds.

4. Hurree Bhugtee's accounts, made up to October 1841, which were received in the duftur in July 1845, have now been produced, which, if assumed to be correct, would make the amount, with interest up to July 1848, 2,21,619 rupees, but the accounts which the sowcar has now produced shows a balance of *Rs.* 3,03,130. 9. 9, thereby causing a difference of *Rs.* 81,511. 9. 9; how is it that you did not observe and notice this?—The papers connected with Govindrow's case were in a separate bundle, and one of current work, but the accounts which were formerly received were not amongst them; and I have not the least recollection of any accounts having been formerly received from the paruk. When the goomashta's deposition was taken the Sahib desired me to find out if any accounts had been formerly received, for which reason I set carcoons for two or three days to examine the other dufturs, and Bujabhaee, from a reference to the diary, found it among those for the year 1842, in one of the monthly bundles. The accounts alluded to were shown to the Sahib, and yesterday the monthly dufturs since 1838 were examined, when the yad dated July 1845 came to hand; but I had not the slightest recollection of the document, and certainly did not willingly conceal it. In the yad of 1842 above referred to, interest at nine per cent. is specified, but it is not specified in the yad of 1845, though it appears clear that nine per cent. is calculated on the whole amount of 32,002 rupees, and that the same amount of interest was charged on the 9,000 rupees from 1876. (A. D. 1819–20); the present difference is accounted for from the sowcar having charged 12 per cent. interest on the item of 9,000 rupees.

5. On the 28th instant, about five or six days after I gave you the order to search for and produce any accounts that might have been formerly sent in relating to this claim, you came and told me that the duftur had been carefully examined, but that no former accounts were to be found. When I told you, however, that you would be held responsible for any accounts

accounts missing from the dufturs, you, on the 29th August, without delay, produced an account which had been received in 1842; and on my again desiring you to search, another account of 1845 was produced on the 30th instant; how do you account for this? and how is it that in the space of three years you forgot the receipt of the document of 1845, which had been received since you came to the office, and why do you keep the duftur in such confusion as to take so much time finding a document?—On the 26th August you told me that as Mr. Williams had, in the letter he wrote to Govindrow Guicowar in 1833, detailed therein the amount due by that individual, the accounts themselves must consequently have been received; and you directed me to search for them among the dufturs. I thereon set Narainrow and others to search those of that year, and the following day, Sunday the 27th, they examined the other old dufturs, but without success, and Narrainrow reported that they could not be found among those for the year 1833. I sat by while the search was going on, and nothing was found. On the 28th you sent for me and asked me if I had found the accounts; I replied that I had not succeeded in finding them in the dufturs of 1833, but that other dufturs were being searched by Bujaba, &c.; that day no papers were found. On my coming to office on the 29th instant, it struck me that some account might have been received at the time of Mr. Boyd's report in the year 1842, so I desired Bujaba, carcoon, to look for them, and on examining the Diary Book he found the required account, which I immediately brought to you. The next day Narainrow and Bujaba were again set to search the dufturs, and after looking over them from the year 1843, another account was found in the duftur of 1845, which Narainrow brought me, and I took it to you at once. You ask how I happened, in the space of three years, to forget the yad of 1845, but I beg to state that it is impossible to recollect the numerous yads which are received on so many different subjects during a period of three years; and from the time I came to the office I have always brought the confused state of the records to the notice of the different Residents, and the Government have so frequently reduced the establishment, that notwithstanding the carcoons are always at work, it is quite impossible for them to carry on the current business and keep the dufturs in proper order. Some of the papers in this case are filed in bundles, and others again are merely tied up in bundles by the month, and thus entered in the diary, because the carcoons really have not time to sort them; if they were properly filed according to the different subjects there would be no difficulty in finding papers.

6. When the yad was received from the sowcar on the 6th July 1848, regarding the payment of his dues, I desired you to produce the papers on the subject, and on the 21st August you furnished me with your report on the case; how is it that in so long a time you did not procure and examine all the papers referring to it. Without examining these documents why did you report on the subject; and in the space of three years how came you to forget that such an account had been received?—On the receipt of the sowcar's first yad, a correspondence ensued, and the last yad was received with his account on the 5th August 1848, which was given to Shroff "Shevuk" to examine, and when I had time I perused the papers connected with this case, which were tied up in a separate bundle, and wrote my report; I quite forget that there were any other documents on the subject.

Before me, this 31st day of August 1848.

(signed) *J. Outram*,
Resident.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(G.)

Translation of a Memorandum from the Firm of Hurree Bhugtee, dated 7th Ashad Shood, 1901 (11 July 1845).

The following is a detailed statement of money due by Govindrow Futteysing to our firm, for which the British Government are security, amounting to:—

			Rs.	*a.*
Principal - - - - - - - - - - - - -			32,002	—
A bond, dated 5th Kartey Shood 1887 (22 October 1830), with the Resident's signature - - - - - - -	*Rs.* 13,001			
A bond, dated 14th Kartey Shood 1887 (30 October 1830), bearing the signature of the Resident - - - - - -	19,001			
	Rs. 32,002			
Interest up to 2d Kartey Shood 1898 (29th October 1841) - -			91,693	14
Total - - -	*Rs.*		1,23,695	14

To this effect I informed the Resident, upon which he communicated with the Bombay Government, and on receipt of their reply I was told that orders had been received for the payment

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payment of my claim, principal and interest; that the surplus of Govindrow Guicowar's money would be paid to me on account, and that in future whatever balance remained, after paying Govindrow, would be made over to me. I have on this account received payment, as will appear from separate statement.

(signed) *M. Battye.*

Dated Asad Sood 7th, 1901.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(H.)

MEMORANDUM.—Lieutenant-colonel Outram's letter, dated the 30th July, No. 179 of 1850, formed Enclosure No. 5 to Collection No. 11, accompanying political despatch from the Bombay Government, dated the 17th September, No. 70 of 1851. This letter, which forms Exhibit (H.), being voluminous, is not repeated in this place.

(I.)

MEMORANDUM.—Lieutenant-colonel Outram's letter, dated the 7th September, No. 207 A. of 1850, forming Exhibit (I.), will be found in collection No. 1,* accompanying the present despatch to the Honourable Court.

* Encl. No. 25.

(J.)

No. 304 B. of 1842.—Political Department.

From the Political Commissioner and Resident at Baroda to *J. P. Willoughby*, Esq., Secretary to the Government at Bombay.

Sir,

I HAVE the honour to enclose, for the consideration of Government, the translation of a communication made by the late Resident, Mr. Williams, to Govind Row Gaekwar, dated 21st February 1833.

2. It will be perceived by Mr. Williams' letter, that a deduction of 300 rupees per month was made from Govind Row's allowance (from his Highness, and which is paid by us), for the purpose of liquidating certain debts therein alluded to, the first of which is money due to the Residency treasury, the second to Hurree Bhugtee, banker.

3. The object of this letter is to report that the debt to the British Government has been discharged, and to request permission to pay the instalments in future to Hurree Bhugtee in liquidation of his demand, and which was evidently contemplated by Mr. Williams in his letter above alluded to.

I have, &c.

Baroda Residency, 10 April 1842.

(signed) *W. S. Boyd,*
Political Commissioner and Resident.

TRANSLATION of a Note from Mr. *Williams*, Political Commissioner and Resident at Baroda, addressed to *Govind Rao Gaekwar*, at Surat, dated 21 February 1833.

I HAVE received your letter stating that the agent for the Honourable the Governor at Surat had informed you that the Bombay Government had given orders that you should be paid an allowance of twenty rupees (*Rs.* 20) a day, and inquiring why a deduction of ten rupees (*Rs.* 10) per diem had been made. In reply, I have to inform you that the Gaekwar Government has made an arrangement in regard to your nemnook, and has sent two orders, one for the balance due up to Sumvut 1888 (A. D. 1832), and the other for the allowance due for six months of Sumvut 1889 (A. D. 1833); but I must mention the particulars of the whole of your debts.

	Rs.		*raes.*
Amount advanced by Hurree Bhugtee, Banker, for the payment of Sebundees at Baroda	62,945	–	31 ½
Capital	53,027	8	43 ¾
Interest	9,917	4	87 ½
Total Rupees	62,945	–	31 ½
One thousand rupees paid from the treasury on account of a man who was mutilated	1,000	–	–
Grand Total	*Rs.* 63,945	–	31 ½

Detail

Detail of the Money received on this Account :

The order from the Gaekwar Government for the amount of nemnook due up to the end of Sumvut 1888, was 55,800 rupees, out of which 54,800 rupees were paid to Hurree Bhugtee, and 1,000 rupees repaid to the treasury on account of what had been paid to the mutilated person - - - - - - - - - - - *Rs.* 55,800

Another order received for your allowance for six months of Sumvut 1889 (A. D. 1833), and paid to Hurree Bhugtee - - - - - - - 6,200

Total - - - *Rs.* 62,000

Rs. 1,945. 0. 31¼. remained due to the banker in question, and they were paid out of the Company's treasury.

Besides, you received from Hurree Bhugtee, for your private expenses, 32,002 rupees and furnished him with two bonds for the same, agreeing to repay the amount with interest. Moreover, the sums paid to you through the agent at Surat have not been recovered. The above is a detail of your debts to Government, which must be liquidated; and for that purpose, Government has ordered that you should receive an allowance of 20 instead of 30 rupees per diem. You are consequently to receive 20 rupees a day, and 10 rupees a day have been deducted for the liquidation of the above debt, which will lessen the burden of your debts. In short, it is necessary that the arrangement made should remain in force.

(signed) *A. Malet,*
Assistant Political Commissioner.

(True translation.)
(signed) T. Ogilvy, Second Assistant Political Commissioner and Resident.

(K.)

Rajashree Govindrow bin Futtehsing Guicowar's Account for Sumvut 1887.

Page 21 of Ledger.

Rs.	
13,001.	Day book, page 2. Cash, ready money, at the bungalow paid. There is a note for this with the Shet. This ready money Mehta Waruchraee counted and gave, Karty Sood 4th.
10,000.	Day book, page 3. Kartey Vud 1st, ready money given at the English bungalow, by Mehta Warujraee, paid by means of Goomashta Kussundas.
23,001	

(True translation.)
(signed) *W. Jameson,* Assistant Commissioner.

(L.)

EXTRACT from the Chopra regarding Govindrow Futtehsing's Accounts, received at the Residency on the 15th July 1848.

Marginal Account, page 104. Sumvut 1876. Rajashree Bappoo Oobala.

	Rs.	
	2,000.	Maha Vud 9th, Tuesday. Cash, by Gopalbhaee.
	2,000.	Maha Vud 14th. Cash, by Gopalbhaae, page 123.
Rajashree Bappoo, 7,000 debited to your account, p. 137.	1,000	Falgoon Vud Sood. Cash from Gokubbhaee's firm, by Ghito.
	1,125	Falgoon Sood 10th. Cash, by Pelambur Chupro.
	875	Falgoon Sood 11th:
		735. Cash given to Petambur.
		140. Exchange Account (Vutao Khote).
	4,000	Ornaments purchased.
	7,000	Thus seven thousand have been paid.

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Account from the Ledger, page 69. In the account, interest is entered at 12 per cent.

7,000. Day book, page 137, Falgoon Vud 5th, you having brought note, was lent to you as follows:

6,860 Cash.
140 Interest as premium is cut for one month for Maha Vud 5th.
7,000

Thus by Rowjee Goor and Bhow Haro is debited to you on the margin, page 123.

2,000. Day book, page 154, Chytoor Sood 6th.

1,960 Cash paid to Gundie Jugjeevan by Nursey, 500, 235, 1,225.
40 Exchange interest premium.
2,000 Thus a bond for nine thousand rupees (*Rs.* 9,000) was passed.

(True translation.)
(signed) *W. Jameson*, Assistant Commissioner.

(M.)

TRANSLATION of a Yad from *Hurry Bhugty* to the Resident, Baroda, received on the 6th July 1848.

THE memorandum from Hurry Bhugty is this: I have cash due me by Raja Shree Govindrow Futtehsing, and according to the decision regarding it, the balance of the money which has been received into your treasury on account of the draft of that individual, after deducting therefrom the expenses, has been from time to time paid to me towards liquidating his debt; and now as the money on account of the draft for the past year has been received, it is requested that the Resident will have the kindness to direct that I be paid according to the agreement.

Assud Shoodh, Sumvut 1904.

Written by Poorooshotum Bechur Baee, by the hand of Wamunraow Baba Nafra.

ORDER.

With reference to the above, let the treasurer be directed to produce Govindrow's account, and any orders that may have been received from the Bombay Government on this subject; the whole of them.

Baroda Residency, 6 July 1848. (signed) *J. O.*

In reply to the above, a letter was sent, No. 174, dated 24 July 1848, calling for an account of the sums paid to him.

(True translation.)
(signed) *W. Jameson*,
Assistant Commissioner.

(N.)

Nursoopunt's Report regarding the Debt due by Govind Row Guikwar to Hurree Bhugtee.

1. Two yads were presented by Hurree Bhugtee, dated 6th July and 5th August 1848, praying that certain amount from Govindrow's "chitter" may be paid to him on account of loan. *Vide* Nos. 1 and 2.

2. On referring to former correspondence, it appears that Mr. Williams wrote on the 21st February 1833 to Govindrow regarding the amount advanced to him, as well as regarding the claims of Hurree Bhugtee, viz:

Amount due by Govindrow to the Sirkar, 1,945 rupees 31¼ raes, besides the sum advanced to him at Surat on account of expenses, which remains to be recovered; also 32,002 rupees taken from Hurry Bhugtee, which is to be paid to him with interest; Govindrow was also informed that ten rupees per diem would be deducted from his nemnook on account of debt, and the balance, 20 rupees, would be paid to him for his expenses. *Vide* translation, No. 3.

3. After the Government advance was recovered, Mr. Boyd made a report to Government on the 10th April 1842, No. 304; copy of the accompaniment, No. 3, was forwarded with it, to which a reply was received, dated 7th June 1842, No. 1540, deducting the payment of 10 rupees to Hurree Bhugtee on account of his claim, as suggested by the Resident.

4. On

4. On the strength of this order, Hurree Bhugtee received from the treasury on account of Govindrow 33,089 rupees, from Sumvut 1898 (A.D. 1841-42) to 1903 (A.D. 1847-48), which makes up nearly the amount of principal.

5. It is necessary now for Government to decide up to what period, and what sum is to be paid to Hurree Bhugtee, as this point is still undecided; a deduction, however, is being made now from Govindrow's nemnook on account of Hurree Bhugtee's claim. Govindrow having petitioned the Governor on the subject, a letter was received, dated 25th February 1848, No. 851, stating that a decision on the subject of his debt would be hereafter communicated. The Resident having received instructions to send Govindrow's account, under date the 9th December 1847, No. 4734, it was accordingly submitted, in reply to which, Government directed* that the exchange on account of Baboye rupees was to be recovered from his Highness the Guikwar, but no mention is made as to how the liquidation of the debt is to be accomplished.

* *Vide* letter, 16 March 1848, No. 1146.

6. Hurree Bhugtee has nearly received the amount of principal, and on being asked what further claims he had to advance, he produced two yads of his account with Govindrow, showing a balance up to July 1848, as follows:—

	Rs.	*a.*	*p.*
1 Khut of Sumvut 1876 (A. D. 1820), for 9,000 rupees, with interest at 1 per cent - - - - - - - - - - -	1,91,873	3	9
1 Khut of Sumvut 1887 (A. D. 1831), for 10,001 rupees, and 1 khut for 13,000 rupees. Total 23,001, with interest at 12 annas per cent - -	1,11,257	6	-
Rs.	3,03,130	9	9

The above balance remains to be recovered, which amount has been closed, with interest up to the Dewalee.

7. Of the three khuts above mentioned, that of Sumvut 1876 (A.D. 1820), for 9,000 rupees, was not recorded in this office formerly, but allusion is made to this deed in the one of Sumvut 1887 for 10,001 rupees (A.D. 1831), in the latter part of which it is written that interest should be calculated every 12 months and added to the principal; to this deed Mr. Williams' signature is attached as a witness. The interest on the other deed for 13,000 rupees is at the rate of 12 annas per cent., but no agreement was made that interest should be reckoned every year. There is a note to this deed, stating that it was brought by Radhabye's carkoon, and with the consent of the Resident delivered over to Hurree Bhugtee; this document is signed by Mr. Malet. A copy of the deed of Sumvut 1876 (1820), was obtained from the paruck, in which interest is mentioned at 1 per cent.; it does not bear the signature of the Resident, nor is there any mention made regarding the calculation of interest every 12 months.

8. The Guikwar furnishes twice a year "chittees" on account of Govindrow Guikwar's nemnook, amounting to 12,400 Lyosye rupees, equal to 10,839 Company's rupees. About 6,646 Company's rupees is received by Govindrow annually through the Collector of Ahmedabad, and the remainder is set apart for the payment of his debt. Up to July 1848 there appears a balance of about 6,000 rupees.

9. On this subject the final instructions of Government are necessary.

Baroda, 21 August 1848.

(O.)

TRANSLATION of Copy of the Deposition of *Echaram Vunarseedass*, Goomashta in the Firm of Hurry Bhugteedass, taken before the Resident on the 26th August 1848.

Question. You originally gave in a bond in the name of Govindrow Guicowar, dated Friday, 14th Karteg Shoodh, Sumvut 1887 (30th October 1830), to which an English endorsement is attached, signed by the Resident (the late Mr. Williams), on the 27th October 1830. Now, on reference to the almanack, it appears that the Goozerattee date entered in the bond falls on the 30th October 1830; how do you account for this discrepancy? —*Answer.* I don't know how this discrepancy can have occurred; if you ask the mooneem, Baba Nafra, he will tell you.

In the bond for 19,001 rupees which you have shown, there is an item of 9,000 rupees said to be "formerly due," in support of which you have produced a bond for 9,001 rupees, of the year Sumvut 1876 (A.D. 1820). Now, allowing the amount of this bond to have been included in that of Sumvut 1887, how do you account for the difference of one rupee. From this it would appear that when the bond was drawn up in Sumvut 1887, the accounts had been balanced, and the amount then shown to be still due, viz., 9,000 rupees, entered in the new bond, whereas if it had been merely the item of Sumvut 1876, how would they have neglected to enter the exact amount, viz., 9,001 rupees; be pleased to explain this matter?—I will ask the particulars of the mooneem, and let you know.

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It is the custom among sowkars, when they accept a written bond to add an additional 1 to the amount; now, if another bond is drawn up, and there is occasion to include therein the amount of the first bond, is it not usual to insert also the additional figure 1 (which has been added in the original bond), or is it customary to drop it?—I know nothing of what occurred at that time; when I am informed of it I will let you know, but I am told that if 9,001 rupees were entered in the new bond, which is for 19,001 rupees, that the figure 2 would come in the total, for which reason they may have probably written 9,000 rupees only, for in order to prevent ciphers occurring, it is sufficient to insert the figure 1.

What is the custom among sowkars in a case such as this. If an individual has borrowed money from a sowkar and has occasion to borrow more, and gives a new bond for the whole amount, will he insert therein the original sum, including interest up to date, or merely enter the principal originally given. Further, will no mention be made therein of the interest due thereon; because if in the new bond the old item of loan is entered as "principal," is it not like the new loan from that day, and ought not both to be added together and reckoned as one principal?—In the new bond it is written that the old one is quite distinct, for which reason, interest may not have been written; but as soon as I have made myself acquainted with the matter, I will let you know. What you have asked regarding the custom in such cases is quite correct, and the proofs of it will most probably be in the Residency.

In the new bond, in the place where the amount "formerly due" is inserted, the year and date of the bond for the amount ought to be mentioned, whether it may have been due for many years or for a short period, which is not done in the bond for 19,001 rupees, from which it is quite clear that the accounts were balanced at the time the new bond was made, and the amount then shown to be due was entered in it, as "a sum formerly due," and written against it that "the bond for which is in your possession." How does this happen?—I will make a minute inquiry into the matter, and let you know the result.

In Sumvut 1889 (A.D. 1837), Govindrow Guicowar became involved to his (seebundie) servants' establishment, &c., and the late Resident made out their accounts as well as his (Govindrow Guicowar) debts to Hurry Bhugty, which, it seemed, amounted to 32,002 rupees, for which two bonds were produced; now, if interest on the item of 9,000 rupees, from Sumvut 1876 to 1877, had been then due, it would have amounted to —— rupees; and at that time it appears a fresh loan of 23,000 rupees was borrowed; so that if the item of interest had not been added to this sum, how would 32,002 rupees have been stated as the total amount due at that time. Be pleased to explain this?—As soon as I have made myself acquainted with the particulars I will reply to your question.

(signed) *Echaram Vunarseedass.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(P.)

TRANSLATION of Copy of Deposition of *Wamunrow Venkutess*, commonly called Baba Nafra, of the Firm of Hurry Bhugty, taken before the Resident, on the 29th August 1848.

Question. ON the 26th August, various questions were put to Echaram Vunarsee, gomashta of the firm of Hurry Bhugty, to elicit the particulars regarding certain sums due by Govindrow Guicowar to the firm of Hurry Bhugty, to which he replied that you were the mooneen of the firm, of whom he would make inquiries, and afterwards give the necessary explanation. For this reason, you have been to-day summoned, in order to give detailed answers to the questions put to him?—*Answer.* Be pleased to listen to what I am first going to remark. At the time Mr. Williams and Sarabhaee were at Baroda, the former told me that Futtehsing and Raddabhoy were about to adopt Govindrow Guicowar, regarding which money was to be received into the treasury; and before that I should lend the amount, for which a bond would be furnished, to which he would attach his signature. I informed my shett, Bechurbhoy, of this circumstance, who said, "How can I at the present time give money in such a matter? it will clearly look like spite." I then told the shett that the Resident wanted it very much, and what he did ought to be done to please him; and to refuse this request at the present time would not be good. The shett then observed that Govindrow Futtysing was indebted to him the sum of 9,000 rupees, and at the time of giving this money, Raddabhoy and her karbaree promised that they would repay it as soon as their affairs were settled, and that if the Resident would agree to have this item, as stated in the bond, included in the new bond which he was about to have drawn up, and would guarantee the payment of the whole amount with interest, that he would agree to it. I afterwards mentioned this circumstance to the Resident, on which, after a lapse of a day or two, he gave me two bonds, at separate intervals, and agreeably to the tenor of them, received the amount into the treasury; in one of the new bonds the former item of 9,000 rupees was entered "to be paid according to bond;" and to the best of my recollection, Mr. Malet was here at the time of this occurrence. If you will ask him, you will be made acquainted with the particulars. You asked Echaram, among other questions, regarding the discrepancy in the date: with regard to this, I beg to

to say, that I cannot read English, so know nothing about the dates. Another question you put to him was regarding the figure (1) not having been added to the amount. To this I beg to remark that he (Govindrow Guicowar) entered the old item of 9,000 rupees, without the figure (1), but it was inserted in the new sum, and the Resident received the bond thus from him, and delivered it to me on account of the firm. In reply to the questions, 3, 4, 5, and 6, I beg to state that any sums that may have been received on account of the 9,000 rupees were paid through the treasury; besides which, if it can be proved that I received any additional sums on account of this item, I will give Govindrow Guicowar an acquittance in full for the whole amount of his debt; but if it is not proved, let my claims, inclusive of all interest, be settled at once.

In the bond for 19,000 rupees, dated 14th Kartug Shood, Sumvut 1887 (30th October 1830), there is an item of 9,000 rupees, said to be "formerly due;" but neither the date of the bond nor the interest chargeable on the amount are mentioned. According to the custom of soukars, when any sum is entered in a new bond, as recoverable on account of a former debt, the original note-of-hand for that amount is forthwith considered void; whereas, in this instance, it is still supposed to be in force, and this sum is entered in the new bond. It is also the custom among sowkars to mention therein the date of the original bond; viz., "recoverable according to bond of such a date." No such allusion is made in the bond for 19,000 rupees, and it is not the custom of sowkars, when a former debt is inserted in a new bond, to consider arrears of interest due on that item; because if any one mentions in a new bond the particulars of an old one, they distinctly state the date of it, and that interest is recoverable from such and such a date; such is the custom. How do you explain this?—Although a word or two more or less may take place, yet the validity of the claim is not affected thereby. I will prove from the chopras of that day that I paid the item in question. The customs of all sowcars are not the same; each acts in accordance with the agreement which may have been entered into. Mistakes will sometimes occur in writing, but that does not nullify the fact of the money having been given.

You have now preferred a claim against Govindrow Guicowar for certain sums, with interest, and have given in the accounts, in which interest is calculated on the whole amount, inclusive of the item of 9,000 rupees. On preparing the accounts in a similar manner, and making them up, as you have done, to the 10th Falgoon Shood, Sumvut 1898 (March 1842), it appears the interest, &c., amounts to *Rs.* 1,80,724. 10. 5., whereas you, in the accounts formerly sent in to the residency, in which interest is calculated up to the same date, show *Rs.* 1,27,695. 14. to be the amount. Thus, the accounts formerly sent in show a deficiency of *Rs.* 53,028. 12. 5., when compared with those now made out. Be pleased to explain how this happens?—When the accounts are made out in the presence of both parties, whatever may be decided on, from an examination of the chopras, as the correct claim, must be true; so large a discrepancy ought not to occur; how it has happened will appear on an examination into the accounts.

You must to-morrow give a distinct reply to the above questions, until which time the matter will be deferred?—Very good.

Several yads have been received at the Residency from your shett; of these, one a Mahratta yad, dated 28th March 1842, is now shown to you, and you are called upon to state whether it is an authentic one of the firm of Hurry Bhugty?—I have looked at the yad in question; it is an authentic one of my shett. I further beg to remark that I perceive that there is neither date nor signature to this yad. I will inquire into the matter, and let you know how it has come to the Residency.

In whose handwriting is this yad?—It appears like mine; but I am in the habit of signing and dating what I write; I will therefore make minute inquiries into the matter, and give you the necessary information.

(signed) *Wamunrow Venkutess*,
of the firm of Hurry Bhugty.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(Q.)

TRANSLATION of Copy of certain Questions put to *Baba Nafra*, Mooneem Gumashta of the Firm of Hurry Bhugty, on the 31st August 1848.

Question. A YAD was received from you on the 28th March 1842, being on account of certain sums due by Govindrow Guicowar to the firm, which was shown to you on the 29th August 1848, when you distinctly stated that it was written by you; but you at the same time observed that it had neither date nor signature, which gave rise to doubts. You are now shown another yad, dated 7th Ashad Shood 1901 (11 July 1845), also received from you, regarding the accounts of the above-named individual, and called upon to state in whose handwriting it is?—*Answer.* The yad you showed me on the 29th and the one you have shown to me are both authentic, and were sent by me. The reason of my saying it had not the shett's signature, was solely on this account. In the bond for 19,901 rupees, signed by the Resident, there is an item of 9,000 rupees, against which is written, "Formerly due to you, the corresponding bond for which is in your possession;" and further on, another

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item of 10,000 appears, against which interest is stated to be 12 annas. Now, if it had been meant that 12 annas interest was chargeable on both items, it would have been stated underneath; after both being added together, and if interest had not been meant to be charged on the first, then such would have been distinctly stated against it, and the Resident would have taken the bond back from me. Let some of the principal soukars be sent for, and questioned on this matter, when it will be fully understood. In the former yads sent in, I have not written that 12 annas interest would be charged, and no more; for this reason, I remarked that the yad given in by me had no signature.

The item of 9,000 rupees is of the year Sumvut 1876 (A. D. 1820), and you now state that the interest chargeable on it is one rupee per cent. per mensem; whereas, in the yad of 28th March 1842, Sumvut 1898, and also in that of Ashad Shood 7 (11 July), received from you, regarding the above-mentioned item, and another of 23,002 rupees, altogether 32,002 rupees, the interest on the whole is stated to be 12 annas per cent. per mensem: how does this happen?—In the yads formerly given in regarding the accounts in question, I wrote 12 annas as chargeable for interest, at the advice of the native agent. After conversing with him about it, I stated the circumstance to the shett; and afterwards furnished the memorandum of the interest. In that no agreement was entered that interest at that rate only would be charged; nor did I write that the interest noted in the bond would not be demanded; I merely presented that yad regarding the interest, in the hope that a settlement of the claim would at once be brought about; and if he (Govindrow Guicowar) is prepared at the present time to enter into such a settlement, we are willing to abide by it.

In the yad sent in 1842, you, imagining from what the native agent told you, that a settlement would at once be made of your claim, wrote that 12 annas interest was chargeable on the whole amount, inclusive of the item of 9,000 rupees, and afterwards you gave in another yad in 1845 (Sumvut 1901), in which also interest is charged on the whole at the rate of 12 annas. Now, how does it appear that, after an interval of three years elapsing, without any settlement being made, that you sent in another in which 12 annas only is charged?—In the yad I first sent in, interest is calculated up to the Sumvut 1898 (A. D. 1842), and in the one I sent in, in Sumvut 1901 (A. D. 1845), the interest is also calculated up to that year, after which no further interest is charged.

In your above replies, you state that you charged 12 annas as interest on the whole amount in your first yad, in the hopes of, from what the native agent told you, having a settlement at once made of your claim; and in the yad afterwards received from you, in Sumvut 1901 (A. D. 1845), in the concluding clause it is thus written: "The Resident has told me there is a surplus belonging to Govindrow which he would pay me, and for the future that whatever balance remained from his (Govindrow) pay, that he would give it to me. According to this decision, I have been in the habit of receiving certain sums." Now, you were perfectly aware that a deduction of ten rupees daily was always being made from Govindrow Guicowar's nemnook, and you also knew that he possessed no other means of liquidating his debts: on what expectation, then, did you draw up and present your present account, calculating interest on the item of 9,000 rupees, at the rate of one rupee per cent. per annum?—In my present account, I have calculated interest according to the terms of the bond.

In the bond for 19,001 rupees, signed by Mr. Williams, against the item for 10,001 rupees, is written compound interest, *i. e.*, "interest is to be calculated at the end of every 12 months so it is agreed." In the other bond for 13,001 rupees, which is signed by Mr. Malet, it is merely stated that interest is to be paid at the rate of 12 annas per cent. per mensem; compound interest is not mentioned; such being the case, how does it happen that you have prepared and given in an account, calculating compound interest on both sums?—The account which I have prepared is in accordance with the terms of the bonds, and the custom of soucars in like cases; but if the Resident will make some settlement, and decide what he thinks just, I am prepared to abide by it. If any person sets about inquiring into the matter with the object of coming to a decision on it, I will listen to whatever he may have to advance. The accounts were demanded of me, which is my reason for having given them in just now.

In the accounts you have now given in, you have charged interest on the item of 9,000 rupees, from the year Sumvut 1876 (A. D. 1820), regarding which there appears to be doubts; now, allowing these to be removed, and that it be decided that interest is to be calculated on that sum from that year, then, up to the date to which you have charged interest in your first account, viz. the 30th Aschad Vudh (30th July 1848), it amounts to 2,21,699 rupees; whereas you have now in your accounts just given in, in which interest is calculated up to the same date, shown it to amount to *Rs.* 3,03,130. 8. 9., thus making a difference of *Rs.* 81,511. 8. 9.: how does this happen?—The accounts I have now given in are in accordance with the bonds (errors excepted); and as soon as arrangements are commenced regarding settlement, it will be stated what amount will be accepted. Unless this is done, what occasion is there for making any proposition?

In support of the above I attach my signature.

(signed) *Wamunrow Venkutess.*

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(R.)

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29 May 1850.

A COURT's letter has been received, with abstract of Joiteebhaee's case. In that the Court write that you have declined to interfere in the business of Joiteebhaee Sheranee, because she refused to submit to arbitration, and Mr. French gives as his conviction that he child was not hers; of this there is no doubt.

(True translation.)
(signed) *J. T. Jameson*, Assistant Commssioner.

(S.)

TRANSLATION of *Nursoo Punt*'s Defence on the Second Charge, addressed to *W. E. Frere*, Esquire, Commissioner.

IN the second charge of the charges preferred against me by Colonel Outram, it is asserted that I was aware of the false claim preferred by Baba Nafra, at the Residency, for three lacks of rupees, and being aware of the same, did not allow the smallest suspicion of its credibility to get abroad, but permitted it to be passed; and further, that I kept back a paper that was in my possession, which would have proved the falseness of that claim, to substantiate which the following papers were produced:—

Three Reports, 1, 2, and 3, sent to Government by Colonel Outram, dated 31st August 1848, 3d July 1850, and 7th September 1850, with their enclosures.

4. Government Report, dated 15th December 1848, No. 5249.

5. A yad from Parukh Hurree Bhugtee, dated 6th July 1848.

6 to 11. A yad from Hurree Bhugtee, dated 5th August 1848, with two accompaniments.

Memorandum of accounts, and three copies of letters.

12 and 13. Memorandums of extracts from the (choprees) account-books of Paruk Samul Bhugtee.

14. A copy of a letter sent into Government by the late Mr. Boyd, dated 16th April 1842, No. 304, with its enclosures.

15 to 18. Four papers, discovered amongst the (dufturs) records of Baba Nafra.

The papers produced were as above, and the witnesses as follows:—

1. Mr. Battye.
2. Mr. Arnold Hykoop.
3. Echaram Vunarsee, gomashta of the firm of Hurry Bhugtee.
4. Narrain row Chimnajee, carkoon in the Residency Office.
5. Bujaba Bapoojee.
6. Hurree Appajee.
7. Gopal Row Mirral Soucar.
8. Damodhur Kesandass.
9. Chunee Lall Lalloobhoy.
10. Motee Lall Samul.

Altogether (10) ten witnesses appeared, and I beg to reply to their statements as follows:—

1st Para. Govind Row Guicowar was indebted a sum of money to Parukh Hurry Bhugty, to liquidate which, in accordance with the decision of a former Resident, the late Mr. Williams, a third of the income (nemnook) of the above-mentioned individual was in the habit of being stopped. Regarding the payment of the above sum to Hurree Bhugty, the late Mr. Boyd wrote a letter to Government in 1842, and on the receipt of their order from the Sumvut 1898 (A. D. 1842), it used to be paid to the (parukh) banker in two instalments yearly from the Residency treasury. In accordance with this custom a yad, dated 6th July 1848, was received from the parukh, requesting payment for the year 1902. I on this informed the Resident that the banker (parukh) had now received nearly the whole amount of the principal, and in the Government order it is not clearly specified what amount of interest he, the banker, ought to receive, and therefore the Government must be made acquainted with this circumstance. The Colonel then ordered the accounts to be brought from the parukh, and I also called for a memorandum of the circumstances; thereupon two yads were received from the parukh on the 5th August 1848, along with the accounts. I also drew up a written abridgment of the circumstances, and presented it; therein the parukh showed the principal, or original amount, to be 32,001 rupees, and in making up the account to the end of the month of Ashad (July) 1848, with compound interest, he showed a balance still due of *Rs.* 3,03,130. 9. 9. On this the Colonel said to me, "Mr. Williams wrote a letter to Govindrow Guicowar in 1833, in which he gave a detail of the debt, from which it is more than probable that the parukh's accounts must have been made up; search the records (dufturs), and see whether the accounts have been formerly sent in." I thereupon caused the old dufturs to be examined by Narrain Row, a Residency karkoon,

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and others, but no papers were found. Afterwards, in searching the dufturs subsequent to 1842, the yad written by the parukh Hurree Bhugtee to the late Mr. Boyd in 1842, on account of the recovery of certain sums from Govind Row Guicowar, was discovered. In that it was written that he was to recover the sum due to him with interest,* at the rate of 12 annas per mensem for every (100) hundred rupees. On finding this yad I gave it to the Colonel. The following day another yad of 1845 was discovered, but there was no mention made in it of the rate of interest, as in the one of 1842; it merely states in an undefined manner the balance then remaining due. I also delivered that yad, at the time of finding it, to the Colonel; the Colonel then caused the original bond to be brought, and sent for the parukh's goomashta and Baba Nafra, and took down their depositions. He also questioned and took down my answers. On the 31st August 1848 he sent in a report to Government touching this matter, in which he attributed blame to me. In reply to this an order came from Government, dated 15th December 1848, directing that double the amount of the original sum was to be paid by way of settlement, in the following manner: Principal, 32,002 rupees; interest on this, 32,002; altogether, 64,004 rupees. From this whatever sums had already been paid previously on this account were to be deducted, and the balance, whatever it might be, directed to be paid. In this manner it was settled. All the papers that have passed in this transaction have been noted above; among these will be found my former answers, and my memorandum of the circumstances; from these and other matters you will understand the nature of the case, for which reason I will not enter further into detail here.

* 9 per cent.

2d Para. I deny that I passed the accounts, as stated in the charge. I merely drew up an outline and handed it in the shape of an abridged summary. The parukh furnished an account, in which he showed the balance due to him, with compound interest up to that date. Of this I merely gave an abstract account, and immediately under it, in the 7th para., I have distinctly pointed out that the item of 10,000 rupees only bears compound interest, and that the other two items of 13,000 and 9,000 respectively bear none. No such inference can be drawn from the perusal of my memorandum that the accounts were passed by me. I wrote that particular item; the account of the dispute arising from the compound interest, by which a total was run up, amounting to lacs of rupees. Immediately on examining the papers (the account papers) presented by the parukh, I was strongly impressed with one idea, that in a sum (debt) of many years' standing, on which compound interest at the rate of 1 rupee per cent. on one item, and 12 annas on another, is charged, and in the interval no mutual adjustment of the debt between the parties concerned has been entered into, Government will never sanction interest amounting to 10 times the original sum being paid; there was never the slightest probability that merely from the written paper which the parukh had drawn up of his account, Govind Row Guicowar would be compelled to pay to him the enormous amount of interest therein stated to have accumulated. The greatest that could be possibly awarded to him would be double the amount of the principal. Thinking that it was unnecessary to give an opinion regarding this in the memorandum (data) I furnished, I accordingly gave none, but merely wrote a summary of the case from the commencement, and pointed out the necessity of the Government issuing clear and decisive orders regarding the rate of interest to be paid. In it I did not write to establish the correctness of the paruk's account, or to recommend that the amount of it should be awarded to him; the Colonel also never asked my opinion; but in my deposition I gave it, to the effect that double the amount of the principal should be awarded, and the Government decision accorded with my opinion.

Para. 4. The Colonel is constantly bringing forward as the principal proof in this matter, that in the bond for 19,001 rupees, dated Kartesh Shoodh 14th, Sumvut 1887 (30th October 1830), is written an item of 9,000 rupees, due according to former bond; but the date of this former bond, and the rate of interest to be charged, is not mentioned. The parukh produced that bond, which is for 9,001, and is dated Magh Vudh 5, Sumvut 1876 (4th February 1820), and the rate of interest,† is stated at one rupee per cent. per mensem. This bond cannot be genuine, because in the new bond 9,000 rupees is entered "as formerly due;" whereas this is for 9,001 rupees. Now, if it was genuine, how would the bankers (Parukh & Lag) have omitted the odd rupee in this one? The date and rate of interest are not inserted in this bond; and from the item of 9,000 rupees being written therein, it would appear that the accounts had been made up prior to it, showing this balance as then due. This sum has no connexion with the former bond. Notwithstanding this, the parukh has made out his account, calculating interest at one rupee per cent. per mensem, as noted in the bond of Sumvut 1876 (A.D. 1820), produced by him, and from the date therein specified. This was a false account, of which the Colonel both writes and says I did not inform him. With reference thereto I beg to observe, that in the heading of the bond for 19,001 rupees is written, "Principal due to you as follows;" and in what follows is entered a sum of 9,000 rupees "as formerly due."

† 1 2 per cent.

That item is entered in the bond in the following manner:

"*Rs.* 9,000, formerly due to you, the corresponding bond for which is in your possession;" and the item of the new sum (loan) is entered thus:

"*Rs.* 10,001, principal lent on 14th Kartik Shood (30th October), and interest to be charged thereon at 12 annas per cent. per mensem; agreed on, according to which I will pay,‡ without abatement, principal and interest included. Agreed that the interest be calculated annually."

‡ 9 per cent.

In

In this manner separate mention is made of both sums, altogether 19,001 rupees. This is all that is written in the bond, viz. :—

"When a settlement is made of my affairs I will, first of all, agreeably to the above, liquidate the account." If it is as the Colonel says, the 9,000 rupees in question would be entered as arrears due on a former bond; and if this item was not to bear interest, it would have been written so; and from the circumstance of its not corresponding with the original bond, if he had not taken the latter back again, he would at all events have written something in it (the new bond), to show that it was cancelled. Instead of doing so, he made no mention of the rate of interest, but merely referred to the bond with the parukh, and only mentioned the rate of interest and other particulars of the new sum (the other item); in the total also no further reference to this was made, and as, instead of 9,001 rupees, 9,000 rupees only were received, therefore at the time of entering the item in the new bond, it was probably entered as it was received; and in order that ciphers might not appear in the total, he has added the figure (1) to the new sum. This is not contrary to custom; but bankers (parukhs) can never recover by any possibility such an amount of interest as has now been made out on such an old sum (debt). Government has already decided this. I have no decided opinion on the subject, and there is no necessity for my having one; therefore there is no occasion for my enlarging on this subject. In the 12th para. of the report sent in to Government by Colonel Outram, No. 209, dated 31st August 1848, it is written that in the bond signed by the late Mr. Williams, 12 annas is the amount of interest* agreed upon; on examining which, it is apparent that in the subject of the bond for 19,001 rupees, in which an item of 9,000 rupees, according to a former bond, is entered, that the Colonel at that time entertained the same opinion, and put the same interpretation on those words as I myself did. In the same paragraph the Colonel writes that the agreement made (regarding the interest) was brought about through carelessness, and in an equivocal manner; but this is quite an irrelevant matter.

* 9 per cent.

4th Para. In the new bond, in the clause anent the 9,000 rupees, the date and year of the old bond is not mentioned. When the copy of the bond, dated Magh Vudh 5, Sumvut 1876 (4th February 1820), was produced, it was necessary to have compared and examined the account-books (chopras) to prove in a clear manner that this was the actual bond; this was not done. At first I never thought of conceiving why the date of the old bond was not entered in the new one against the item "formerly due." I have alluded to this in my former deposition, and my principal reason for so doing is this: I reflected that if the 9,000 rupees does not bear interest, and simple interest is only calculated on the other two items at the rate of nine (tuckes) annas,† it amounts to nearly double the amount of principal; viz. 31,000 rupees. I thought this affair did not require my prying close into it. I from the first was convinced that more than double the amount of the principal would never be awarded; in order that I might remember the circumstance, I drew up a written memorandum of the case, and drafted a summary of the doings from the first. This I handed over to Narain Row, and directed him to fill in the dates and numbers in certain blank places that I had left in that account, and to get a translation made of it, and then present it to the Colonel. In this manner I was always in the habit of drawing up and preparing summaries of any case of which the Colonel required memoranda, who, on making himself acquainted with the contents, was in the habit of destroying them. In this manner I drew up the summary above alluded to. In some cases regarding which an order was received for a report to be sent in along with the proceedings, and the Resident's opinion thereon (to which effect a sherree was written), it was necessary to furnish a report stating the different causes, and also giving an opinion. This paper of mine was none of this kind, as you will at once perceive on reading it; it is merely owing to the present dispute that the Colonel attaches such great importance to this paper.

† 9 per cent.

5th Para. When the accounts first came to the Residency, I said three or four times in open court, in the presence of all, that the Parukh would never receive more than double the amount of the principal. The reason of my not telling it to the Colonel, without his asking, was that he was of course acquainted with this well-known fact, and, therefore, what was the use of my telling him it again? The business of settling the debts of Ajum Baskur Row, and Bulwunt Row Guicowar, and others, was arranged through the agency of the Residency; and it is therefore unlikely that the Resident would not be aware of any orders of Government that may have been formerly received regarding these cases, on matters of business, already explained by subordinate officers, that their superior officers should not give their conjectures thereon, and that they should be wholly informed of every little matter by those under their authority; and if not informed of every minutiæ, to accuse them of intrigue, is most unreasonable. Again, if on any object, a difference of opinion happens between a superior officer and his subordinate, and on that alone the former should bring a false accusation against the latter, of having given his opinion through deceit, it is a groundless one. It is needless to enlarge on this subject; even after I had given my opinion in my reply (deposition) that double the amount of the principal, viz., 34,004 rupees ought to be awarded to the Parukh, the Colonel, in the 12th para. of his report to Government, No. 209, dated 31st August 1848, writes that the amount of the fourth sum, *Rs.* 83,153. 4. 11., mentioned in the 11th para., is the correct claim of Hurree Bhugtee; and in the 13th para. he writes, that if the claim of Hurree Bhugtee is admitted, according to the above sum mentioned in the 4th item (manner of proposed settlement), after deducting therefrom what he has already received, he will be entitled to *Rs.* 38,309. 5. 2. After this he gave it as his opinion that the amount of the receipt, and the balance mentioned in the

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the paras. of his report, amounting to altogether *Rs.* 72,514. 1. 7., is the just claim of Hurree Bhugty, which is about 8,500 rupees more than I gave it as my opinion that he was entitled to. Notwithstanding this, Government decided according to my opinion. This matter the Colonel brings forward as one of his proofs to show my rascality. How he can do this I leave it to the commissioner to judge.

6th Para. The deceased, Mr. Boyd, at first, on the receipt of a yad, in 1842, from the Parukh, stating that the principal and interest of his account, amounted to (*Rs.* 1,27,695. 14.), one lac, twenty-seven thousand six hundred and ninety-five, and fourteen annas, and requesting that it might be granted to him, wrote to Government on the subject in an indefinite way, and an answer of a similar nature was received in reply. On which, from the year 1842, instalments were paid to the Parukh. It was at this time necessary to define the limit to which he was to receive interest. If it had been allowed to continue in an undefined state, from the constant change of the Resident's officials and other causes, it would never have been known up to what period the money was to be paid; and this would have been a great mistake; I, therefore, volunteered this information. I leave it to my judges to decide whether in my doing so, I did it for the advantage of Govind Row Guicowar, or that of the Parukh.

7th Para. In this charge the Colonel attributes additional guilt to me, inasmuch as I withheld papers, by the production of which the falseness of the account, at that time produced by the Parukh, would have been most clearly established. With reference thereto, in 1842 and 1845, yads were received at the Residency from the Parukh, regarding recovering certain sums of money from Govind Row Guicowar, as per bond. In those he noted the balance then due to him. I did not recollect the circumstance of these yads having been received, but as soon as I found them I handed them in. A statement of this circumstance will be found in the answers to the questions put to me on a former occasion; I shall therefore not amplify on this head. The Colonel's assertion, that in my former answer I stated that on searching the dufturs for the lost papers, a carkoon found them and gave them to me, is not true. With reference to this I have only to remark, that if the carkoon had at that time been summoned to the Colonel's presence, he would have distinctly proved my statement to be true. Instead of doing this, he afterwards, in the year A. D. 1850, took his deposition, and now entered it in the present proceedings to substantiate his charges, and also causes his oral evidence to be taken. Now it is three years since this occurrence took place, for which reason many of the witnesses don't recollect all the particulars. In addition to this, these individuals have not only the dread before their eyes of losing their service, but also fear experiencing some other misfortune; and being unwilling to break the ties of servitude, they give their evidence without due regard to rigid accuracy. In support of this, I beg to state that Colonel Outram, not approving of the evidence formerly given by Narain Row Chimnajee, wrote to Government, and represented him as being an accomplice and ally of mine; and on this pretext got him suspended from his appointment. Bajaba is a man of a very bad memory; and therefore, partly through forgetfulness, and partly through fear, he gives very evasive evidence. Hurree Punt, at the present, conducts the business of principal carkoon, and if he gave true evidence he would be instantly removed from his situation. The drift of the matter is this: the papers above alluded to were registered in the diary, and the evidence of the different carkoons have now been taken before the Commissioner, from which he will be fully convinced of the injustice of this false accusation now preferred against me by the Colonel.

8th Para. The sum and substance of the above-mentioned papers is this: on the old sum of 9,000 rupees interest has been charged from the Sumvut 1876 (A. D. 1820), at least so it would appear; but the rate of interest on the whole amount,* inclusive of the old sum of 9,000 rupees, has been calculated at 12 annas per cent. per mensem. Now, on the old sum of 9,000 rupees he has calculated and added interest† at the rate of one rupee per cent. per mensem, and quotes the old bond as his authority for doing so. This the Colonel brings forward as my reason for not producing the papers when called for, in order that I might, by so doing, the better conceal the fraud of the Parukh. With respect to this, I beg to remark that in my summary of the case it is stated that in the bond for 9,000 rupees, interest at the rate of one rupee per cent. per mensem is mentioned, but not compound interest; and in the yads above alluded to, as forwarded by the Parukh, compound interest is charged on the 9,000 rupees at the rate of 12 annas per cent. per mensem. In this manner simple interest at one rupee,‡ and compound interest at 12 annas;§ of the two the latter is by far the largest amount. Therefore, what great object was there to be obtained by my keeping back the two papers in question. If the account had been decided as correct, the advantage arising therefrom would have accrued to the Parukh. The only thing that can be laid to my charge is, that when called upon to produce papers that had been received at the Residency, I had no recollection of them, and therefore could not give them at the time required. From this, what ground is there for accusing me of wilfully withholding documents?

* 9 per cent. per mensem.

† 12 per cent.

‡ 12 per cent.

§ 9 per cent.

9th Para. The evidences of M. Battye, Esq., Mr. Hykoop and Narrain Row have been taken in this matter; and from the answers given by them it is apparent that the translation of the Mahratta summary of the case drawn up by me, which has been prepared and attached to these proceedings, is not a correct one. In the seventh clause of my summary, in which is written, touching the item of 10,000 rupees, " that interest is to be calculated yearly,

yearly, so it is agreed." In the English translation the words, " the sum of 10,000 rupees" are entirely omitted, and the Colonel states as the reason for this omission, that in the Mahratta paper these words appear written above like a correction, and are in the handwriting of Narain Row; that they are not original, but have been inserted afterwards; and merely on this supposition, having thought the translation he had prepared a true one, he now extracts this meaning from my statement: " it is agreed that compound interest be charged on the total amount, 19,000 rupees, including also the item of 9,000 rupees." With reference to this, I beg to observe that this is not the only correction in the above-mentioned memorandum in the handwriting of Narain Row. On reading the papers of this case, I drew up a summary of it, and in various places left blank places for filling in English eras, the dates and numbers of papers, and the rates of interest, of bonds, and the English (sheras) endorsements thereon, &c., and afterwards caused them to be written in by Narain Row, who was in the habit of filling in the blank spaces left for him, and if there was not sufficient room for the purpose, he used to write above the line and on the margin, apparently like a correction. The translation of this paper was made by Mr. Hykoop through Narain Row; how the words " the sum of 10,000 rupees" were omitted, I cannot comprehend. The assertion that these words were added to my summary after the translation was made is incorrect. In the translation, " in the latter part of which (viz. bond)" has been written in the place of " the sum of 10,000 rupees;" whereas these words do not occur in the Mahratta clause at all. It is quite beyond my comprehension to fathom the reasons of the translator for inserting these new words, by which the whole meaning of my summary is completely perverted. In the present translation the meaning appears " in the latter part of which (viz. the bond);" but instead of the agreement being inserted in the latter part of the bond, it is inserted in the latter part of the clause regarding the item of 10,000 rupees. It ought to have been translated " in the latter part of which clause," instead of which the word " clause" has been omitted; thus entirely altering the meaning of the sentence; it is probable this might have occurred through the inadvertence of the translation. In several parts of this translation discrepancies of a similar nature occur. If the Commissioner will cause a fresh translation to be made of my summary, and compare it with this one, he will at once perceive the differences; because discrepancies occur in the translation, it is inconsistent to accuse me of inserting words afterwards in my summary, and thereby perverting the meaning of it.

10th Para. If the Commissioner will give this his minute and careful consideration; in the clause touching the 9,000 rupees, " according to that (viz. bond)" is written now, the meaning of these indefinite words is explained as follows in my summary, that the old bond for the 9,000 rupees remains *in statu quo*, to define the amount of interest payable thereon. Now, if I should write after this that compound interest is payable thereon, discrepancies would appear in my own summary. I beg you will therefore reflect on the impossibility of my writing such directly opposite statements in one place. In the bond for 19,001 rupees, the agreement that compound interest be charged, is only inserted after the one item; viz. the new sum, 10,001 rupees. How is it possible that I should misrepresent the meaning of a bond bearing the signature of the " Sahib" (Resident) in my summary in such an utterly false manner?

11th Para. I have pointed out in my memorandum the balance stated in the Parukh's account to be due to him, and merely on this the Colonel says he will clearly establish that I passed his claim for about three lacs of rupees. With reference to this the Colonel finding a difficulty in supporting this, as I clearly brought to notice in my memorandum the point of dispute regarding the compound interest, further affixes this as a stigma on me, and says that the " Baba" is ready to prove that in cases where indefinite agreements are entered into regarding interest, that it is the custom of sowkars to charge compound interest thereon. If now by writing in an indefined manner it could be understood that compound interest was meant to be charged thereon, then what necessity was there for writing in a distinct manner in the bond for 19,001 rupees, in the clause for the item 10,001 rupees, that compound interest was to be charged thereon? The purport and aim of it is this: in debt bonds of this description, unless a clear written agreement is entered into, that compound interest is to be charged thereon, it is not the custom in courts of justice to award it.

12th Para. I did not at first remark that in the bond for 19,001 rupees the date of the old bond was not inserted against the old sum (former debt), and I did not at the time recollect that papers had been formerly received in the dufter on that account; the Colonel avers that this statement of mine could not be possibly true. With regard to this I have only to remark that if every one will only reflect on their own particular situations they will find that they have experienced something of this kind at some period of their lives. I will not therefore now enlarge on this topic.

13th Para. The Colonel says that I am an accomplice of Baba Nafra, to prove which he has produced four papers which were found amongst the dufturs of that individual, which were brought to the Residency for examination; among these is a copy of the deposition of Gumashta Echa Ram, and two copies of depositions of the Baba, altogether three, on the subject of the above-mentioned claim against Govind Row Guicowar. Regarding this Echa Ram gives the following evidence: " We procured copies of my deposition and one of Baba's, but I don't recollect that we obtained the Sahib's (Resident) permission to do so. We obtained the copies either on the day our depositions were taken,

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or the following day." It is a mystery to me how the above-mentioned Echa Ram does not give his evidence with faithfulness, in a clear, succinct manner, but on the contrary relates everything in an indefinite manner. I recollect perfectly that after Echa Ram's deposition was taken before the Colonel, he presented a petition to him, stating that he wanted a copy of it to show to the head gumashta (mumeen); on this the Colonel told him that if he liked to take a copy of it, he would be allowed to do so; accordingly he took it. The Baba's deposition was taken twice, when he also sent a petition requesting that he might be permitted to take copies of them; upon which the Colonel ordered that if the Baba liked to take copies of his depositions himself he might do so. Thereupon, either on that day or the following, the Baba's carkoon came to the office and took copies of the depositions openly before all present. The fourth paper produced is a Goozerattee translation of the decision of the Court of Directors regarding the case of the son of Joitabaee. How the Baba got hold of that paper I cannot say. I never knew that such an order of Government had been received at the Residency, and it was never entered in the Mahratta duftur during the time I have been in the office. I never knew anything of English reports sent into Government, or of the answers received thereto, of which there was no necessity to enter into a Mahratta or Goozerattee correspondence thereon. The English writer used to keep such papers in secret, and it being in the political department, the contents of them are never published. Such being the case, how the Baba became possessed of this document he knows best.

14th Para. In the first report that the Colonel sent in to Government on the subject of the present case, my conduct was brought to their notice; of course the Government sent an answer thereto containing their decision regarding it. Now, if the Commissioner thinks it proper, and will call for this paper from the Resident's office, he will understand the matter fully. Besides this, what evidence can I produce? I have written and explained all the true particulars of my case. On the 27th of June 1851, in the evidence of Narain Row it was not clearly elicited in how many places in my memorandum (summary) corrections were made by him, and what those corrections were, for which reason it is necessary that his evidence be taken again.

Baroda, 1 July 1851.
Ashad Shaad, 2d S. 1907.

(signed) *Nursoo Luxmon*,
Late Native Agent, Residency, Baroda.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

SECOND CHARGE.

LIST of DOCUMENTS and WITNESSES in support of the Second Charge.

Report to Government, dated 31 August 1848.
Appendices to ditto.

A. Yad and enclosures from Purshotum Bechur, of the firm of Hurree Bhugtee, dated 5 August 1848.
B. Nursoo Punt's Report delivered, 21 August 1848.
C. Examination of Baba Nafra, 31 August 1848.
D. Examination of Nursoo Punt, 26 and 31 August 1848.
E. Memorandum presented by the Hurree Bhugtee firm in February 1842.
G. Yad from ditto, dated 11 July 1848.

Letter from Government, No. 5,249, dated 18 December 1848.
Report to Government, dated 30 July 1850, with its Enclosures, No. 1 to 6.
Letter to Government, dated 7 September 1850 (207 A.) with its Appendix A.

WITNESSES.

1. Icharam Vunarsee Gomashta of the firm of Hurree Bhugtee.
2. Dulput Ram Keshowlall, of the firm of Hurree Bhugtee.
3. Damodhur Doolubh, of the firm of Hurree Bhugtee.

Sowcars.

4. Gopall Row Myral.
5. Hurrybhaee Bhugteedass.
6. Kooshalchund Ambaeedass.
7. Múnguldass Suckheedass.
8. Ruttonjee Kandass.
9. Hemchund Wakutchund.
10. Maneekchund Juggeejee Wondass.
11. Munsookram Bhaeedass.
12. Purboodass Kasseedass.
13. Purmanund Nurbhoyram.
14. Samuldass Bechurdass.

Answers of the above Sowcars to questions put to them :

Hurry Appajee, Residency Carkoon,
Bajaba Bappoojee, Residency Carkoon.
Narrain Row Chimnajee, Residency Carkoon.

DOCUMENTS.

Examination of Hurry Appajee, dated 16 July 1850.
Examination of Bajaba Bappoojee, dated 16 July 1850.
Examination of Narrain Row Chimnajee, dated 16 July 1850.
Two extracts from chopras of Samul Bhugtee.

(signed) *J. Outram,* Resident.

Mr. Boyd's letter of the 10th April 1842, No. 304.

Witnesses:—Lieutenant Battye, Mr. Hykoop. Added on the 21st June 1851, subject to the Commissioner's discretion before the close of the case.

(signed) *W. E. F.*

SECOND CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

PROCEEDINGS.

Wednesday, 25 June 1851.

The Commissioner resumes his proceedings from the adjournment of the 23d instant.

THE prosecutor and accused are in attendance.

The Commissioner proceeds to inquire into the second article of charge exhibited against Nursoo Punt.

The prosecutor addresses the Commissioner in explanation of this charge.

The prosecutor exhibits as documentary evidence his letter to Government, No. 209, with Appendices, which is recorded (A).

A memorandum, dated 5 August 1848, and accompaniments, which are recorded (B), 1 to 6 inclusive.

Nursoo Punt's report of the 21st August 1848, which is recorded (C).

Letter from Government, No. 5,249, dated the 15th December 1848, which is recorded (D).

Examinations of Nursoo Punt, of the 26th August 1848, and the 31st of the same month, which are recorded (E) and (F).

Memorandum from Hurree Bhugtee of 11th July 1848, which is recorded (G).

Report to Government by Colonel Outram, dated the 30th July 1850, No. 179, and six enclosures, (H).

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Letter to Government, No. 207 A., dated 7th September 1850, and enclosures (I).

The Commissioner determines to receive Mr. Boyd's letter of the 10th April 1842, No. 304 B., tendered by the prosecutor on Saturday last, and it is recorded (J).

Two extracts from the accounts of Hurree Bhugtee's firm are recorded, (K) and (L).

The accused requesting to be allowed time to read and consider these documents, before the witnesses are examined, the Commissioner complies with his request; but the prosecutor urging that he has several sowcars to examine, on subject of mercantile practice only, who are in attendance, and to whom being called again would cause great annoyance; the Commissioner complies with his request that they may be examined, and they are accordingly called in.

Gopal Row Myral is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Gopal Row Myral.

I gave an answer to the question, whether in entering a former bond for 9,001 rupees in a new bond, for a further sum, it would be entered in round numbers or not, before, and I will not answer it again.

He refuses to answer any questions put to him, that he had answered before.

The accused has no questions to put, and witness withdraws.

Dhamodhurdas Kesoodas, of Koolsalchund Ambeeda's firm, is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Dhamodhurdas Kesoodas.

When a bond is made for 9,001 rupees, and it becomes necessary to write another, including the amount of the former bond, in it, it is entered as a bond for 9,001 rupees, and not 9,000 rupees only?—When a new bond is written, including in it a former bond, if the account has been made up, the whole amount due upon the former bond is entered in the new one; if the account has not been made up, only the principal of the old one. The purport of the former bond, if the account has not been made up, should be entered in the new one; but it need not be mentioned that the account has not been made up. When sowcars recapitulate former bonds in their new ones, they enter the date and rate of interest of the old bond

Cross-examined by the Accused.

If a bond is passed for 9,001 rupees, and subsequently one for 10,001, they would not make the new bond for 19,002 rupees, but for 19,001 rupees only?—I have never heard the question raised whether a former bond, referred to in a new one by its amount alone, would be upheld or not. The purport of the expression, "9,000 rupees, due to you before that bond is with you, according to that," is that that bond might be referred to and not fall. How the interest of that bond is to be calculated has never been discussed in our firm.

Re-examined by the Prosecutor.

The date of the bond for 9,000 rupees, mentioned above, is not given, so that it cannot be identified?—The writer can tell whether the unit ought to have been added to the new sum for 10,000 rupees, or should be left on the 9,001; it is fit that it should be left on the old bond.

The witness, having heard his evidence read over to him aloud in Mussulmanee, withdraws.

Chundeelall Lallooshet, of Mungul Succudas's firm, is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Chundeelall Lallooshet.

When a bond has been passed for 9,001 rupees, and then another 10,000 rupees added to it, then it is not customary to make the new bond for 19,002 rupees, but 19,001, and then to write the 10,000 rupees in round numbers?—It is customary to enter the purport of the old bond in a new one referring to it, but it is also customary not. A former bond, referred to in a new one by the

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the amount alone, without reference to date or interest, must be confirmed. Bonds are always made with a unit at the end, to prevent round numbers. Honest men do not require the full purport of a former bond to be entered in a new one, but dishonest men do. A bond for 9,001 rupees would, when entered in a new bond, be entered as 9,001 rupees, and not 9,000 rupees. I should say, if I saw 9,000 rupees entered in a bond as referring to a former bond, that it was the balance due upon that bond; if it was entered, 9,001 rupees, that it was the bond itself.

Cross-examined by the Accused.

It is customary to enter 9,001 rupees as the old bond; if it was entered as 9,000 rupees, and the new one as 10,001 rupees, total 19,001 rupees, the former would not be the amount of the bond itself. I do not understand the entry about 9,000 rupees in the bond (B) 5. My former answer is correct; the answer I refer to, is to the question whether 9,001 rupees or 9,000 rupees should be entered.

By the *Commissioner.*] When the date and rate of interest are not entered in the recapitulation of a bond, it is as if the bond did not exist.

The witness having had the above read over to him aloud in Mussulmanee, withdraws.

Moteelal Samuldass is called in; and, having had the Affirmation administered to him, is examined by the Prosecutor.

Moteelal Samuldass.

Most people write bonds with a unit at the end of the amount to avoid round numbers. If the account of a former bond was balanced it would be entered in a new one as for that amount; but if it was entered merely as a bond for such an amount, it would be to be settled separately. If a new bond is at the same rate of interest as the former, no reference need be made to the rate of interest that former one bore, but the date should be mentioned. It is necessary to strengthen a bond, in my opinion, when recapitulating a former one, to mention the rate of interest and date which it bore, that there must be some mark by which to recognise it. If the bond to which reference is made in (B) 5 was for 9,001 rupees, it should have been so mentioned in the new bond; but Heaven knows whether the writer might have written 9,000 rupees by mistake. Nothing can be made out from that entry, but that 9,000 rupees were due; but by looking at the account it might be settled.

Cross-examined by the Accused.

If the entry of one rupee was left out by mistake, the bond would not be invalid. It is customary to give only rupees in round numbers, and enter them as rupees so many and one; but if the unit is omitted by mistake, it might be added in the new bond.

The witness having had the above read over to him aloud in Mussulmanee, withdraws.

The prosecutor stating that he does not require to call any more sowcars to this point, and the accused not requiring to cross-examine them, the Commissioner closes the inquiry for to-day, and adjourns until Friday, the 27th instant.

(signed) *W. E. Frere.*

Friday, 27 June 1851.

Resumed the inquiry from the adjournment of the 25th.

The prosecutor and accused are in attendance.

Colonel Outram informs the Commissioner that having been at Durbar yesterday, he informed his Highness the Guicowar of Gopal Rao Myral's misconduct on Wednesday last, and that his Highness was much distressed, and wished to express his censure of Gopal Myral's conduct to him in the Resident's presence; but Colonel Outram declined that, being satisfied of his Highness remarking it in sufficiently strong terms to prevent a recurrence of it. His

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Highness then offered to send Gopal Myral to the Commissioner to-day to apologise for his conduct; regarding which Colonel Outram said he would take the Commissioner's wishes on the subject. The Commissioner thanks Colonel Outram, and informs him that he has no wish to take any further notice of the matter; as, though Gopal Row Myral's conduct was highly improper, the Commissioner saw it was more degrading to Gopal Row Myral than anybody could think it was to the Commissioner, and he consequently took no notice of it at the time.

The Commissioner remarks that the memorandum from Hurree Bhugtee's firm, of the 6th July 1848, has not been recorded.

The prosecutor gives it in, and it is recorded (M).

The prosecutor informs the Commissioner that he wishes to add further evidence in the fifth charge, viz.:

A statement of facts, dated 6th April 1851.

Hurreechund, a carkoon of the Residency.

Extract from note from Edward Fawcett, Esq., dated Kundalla, 12th May.

Extract from note from Mr. Grant, dated Bombay, 9th June.

The Guicowar's minister, Bhow Sahib; and that the names he left blank in the list he gave in formerly are to be filled up with—

Ramrow Nursew.
Pandoorung Gurdaleder.
Succaram Seevuram Kakur.
Mahadewrow Ramchunder.
Wishwashrao Basker Gokle.
Krishna Brahmin.

These names are added, subject to the Commissioner's discretion on admitting them before the close of the case.

The Commissioner continues to record the evidence for the prosecution in case No. 2.

Hurree Appajee is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Hurree Appajee.

The first time I ever saw the paper now shown me (G) was about a year ago. The Dufturdar Nursoo Luxumon, in 1848, ordered a search to be made for documents in Govindrao Guicowar's case; I do not recollect the month. Narayen Row Bajaba and I searched for them. No papers were found in the dufter I searched. The papers of current business are kept in separate bundles, as are those which will certainly be called for. The bundles which are to be produced before the Resident the dufterdar keeps; the others are kept in a separate room. I was told, after having searched for a couple of days, not to search any more, from which I concluded that the papers were found. I never heard nor suspected who found the papers. The dufter was closed after the dufterdar told me that the papers were found.

Cross-examined by the Accused.

Sometimes papers are left out of the case to which they refer, having been put into the bundle of the month in which they are received. The carkoons search the bundles for the papers that are required, not the dufterdar; but some important papers are not shown to the carkoons. Narrayen Row keeps those important papers which are to be kept secret. If Narrayen Row is not present, they are given to some other carcoon, when Narrayen Row is absent on leave, otherwise Narrayen Row has them. I never heard of your taking papers home, nor have I ever seen it.

The witness, having heard the above read over to him aloud, withdraws.

Bajaba Bappoojee is called in; and, the Affirmation administered to him, is examined by the Prosecutor.

Bajaba Bappoojee.

The dufterdar Nursoo Luxumon ordered some papers to be searched for connected with Govindrow Guicowar's case in August 1848; he desired Narrayenrow, me, and Hurreepunt to search. I did not find any; the dufterdar was sitting outside; and after we had searched for two or five days the dufterdar said that the

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the papers had been found and there was no occasion to search; we were all searching inside, and he was outside, and hearing this we all stopped. I do not know who found them. The bundle of current business remains in the dufterdar's dufter. By dufter I mean the cloth in which the papers are tied up; the dufter is put by the furash into a box when the work is over of an evening, and is taken out and put by the dufterdar to work. The press is locked and all keys are put into a box, the key of which the dufterdar keeps. I was one or two paces outside the room, when I heard the dufterdar say the papers were found; there was no one in the room at the time; the carkoons were in the writing office at the time. There are two rooms, one writing-room and the other record-room; and when the dufterdar said the papers were found, the carcoons were all in the writing-room, and the dufterdar was sitting in his own place in the writing-room. I do not know how many papers were found; I did not hear who found them. Narrayenrow, and before him Kessoorow, who is now dead, used to get former papers out for the dufterdar, but if they were not there others used to get them. I do not recollect that I found one of these papers; we were not all occupied at the same time in searching.

Cross-examined by the Accused.

I kept the diary of letters received since you came here; I pointed out to you in the diary for 1842 that the paper was entered there; you desired me to search the dufter of diary papers, and find this one; I did not take the paper out of the dufter and give it to you. I say what I remember. I do not recollect, after your finding the paper of 1842, that you desired us to search for that of 1845. Three dufters are made up, two of the Guicowar and the other of miscellaneous inward and outward, and sometimes papers of cases yet left in them. You have former papers got out by the carkoons. I never heard or saw you take home any papers. I opened the dufturs in a small space in front of a box in the duftur-room, not in the doorway. It is a little askew from the place where you sit.

By the *Commissioner.*] The order was to get out the papers of accounts; no number of papers was specified. I have written the diary since the end of 1842. There is an entry in the diary of 1845 on the 23d July, of a memorandum from Hurree Bhugtee's firm. I do not recollect to whom I gave this paper for record after I had entered it. The difficulty in finding the paper was, because I did not know where it had gone. There has been no arrangement of the records to this day, they have now set about arranging the old papers. After Nursoo Punt came here he gave an order that every case should be kept separate, and the papers tied up in separate bundles. Govindrow Guicowar's papers were old ones, so it was not done in that way; by old papers I mean those till 1837. If an order had been given to put the memorandum of 1845 into a separate bundle it would have done. I do not know who is in fault. It was not my business to put all the papers into their bundles; I gave them into the record-room to Hurry Punt, or any one else.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

Narryen Row Chimnajee is called in, and Affirmation administered to him, and examined by the Prosecutor.

Narryen Row Chimnajee.

I read petitions to Mr. Battye to translate. I never told any one that I take Mr. Battye's translation to Mr. Hykoop sometimes to correct; but Mr. Hykoop sometimes calls me when he has a translation to correct to read the paper to him; the same is sometimes done with the papers regarding Nursoo Punt. The paper now shown me (C.) is in Nursoo Punt's handwriting, but there is some of it in my handwriting; the line shown me is in my handwriting; it is the item of 10,000. I read the paper to somebody for translation but whether to Mr. Battye or Mr. Hykoop I do not know; I wrote the line before it was translated; I do not know whether it was before he gave it to the Resident or not. I wrote it because the expression was not clear, and in order to make it distinct. It is not the duty of a carkoon to correct the native agent's reports, but he tells me at times to add numbers and dates, but I have no orders to alter the meaning; but if I find anything irregular I show it to him, and if he tells me, correct it.

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Cross-examined by the Accused.

The words "Interest per mensem" scratched out are also in my handwriting. Nurso Punt left the space for me to add it; you told us one day that the Resident was very urgent, and that we should search for Govindrow Guicowar and Hurry Bhugtee's accounts. I do not recollect saying that the papers were not to be found. Bajaba and I were searching the dufter's from 1841; he was searching one and I was searching another, and then we found the papers of 1842, but whether it was he or I who found it I cannot tell; sometimes I think it was one, and sometimes the other; we found also one of 1845, I think too that day; the papers of cases are put in bundles, but sometimes they are mislaid. It is the carkoon's business to put papers in their places, not the dufturdar's; sometimes if you have to make report, or calculate interest, you take papers home; but I never heard of your taking any that were recorded in the diary, or papers of that kind.

By the *Commissioner.*] There is a space left for the amount of rupees in one place for me to fill in, but I cannot find any other. I and Bajaba were in the record-room when we found the paper; the others were in the writing-room; I made the interline above because I did not write it in correctly at first. I do not know from what I wrote at first, but at last I wrote it from seeing the records. I cannot tell at this distance of time why I did not write from the records at first. I had no right to amend the dufterdar's report except from the records.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

Mr. *Arnold Hykoop* is called, and the Prosecutor stating that he is required on a point connected with the interpolation in the Document (G.), the Commissioner determines to take his Evidence; he is accordingly sworn and examined by the Prosecutor:

Mr. Arnold Hykoop.

Narrayenrow told me that for the sake of correctness he sometimes brought Mr. Battye's translations to me to revise. The paper now shown me is in my handwriting. It is a translation of Nursoo Punt's report of the 21st August 1848, in Govindrow's case. I am satisfied that it is a true translation of the report. The report was read to me, I believe, by Narrayenrow. I am confident that in making that translation I translated all he read to me.

By the *Commissioner.*] I cannot tell how long ago it was that Narrayenrow told me that he brought Mr. Battye's translations to me to correct, nor the occasion of it. Narrayenrow understands a little English; he can read English writing; he faces me when I am translating; he never looks over what I have written. I believe Nursoo Punt was cognisant of all that passed while he was in office, native and English. I do not know who kept the keys of the native records; I believe Nursoo Punt; no copies or translations of native or English papers could be given from the office without the dufterdar's order. I do not know whether Nursoo Punt took papers home with him to transact business at home; Nursoo Punt was not acquainted with the English records that had no reference to Mahratta or Guzerattee business. I cannot read Mahratta. The translation is the same that I sent Colonel Outram when first the report was translated.

The witness, having had his deposition read over to him aloud, withdraws.

The above translation is recorded (N).

Lieutenant *Montague Battye,* for the same reason as the last Witness, is called in, sworn, and examined by the Prosecutor.

Lieut. M. Battye.

The document (N.) is a translation by Mr. Hykoop, with some corrections in my own handwriting. I can vouch for the correctness of the translation, and the fair copy must have been signed by me as a true translation.

Cross-examined by the Accused.

It is my custom, in comparing a translation, to have the native document read over to me, and I did so in this case.

The witness, having had his deposition read over to him aloud, withdraws.

Icharam

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Icharam Vunarsee is called in, sworn, and examined by the Prosecutor.

Icharam Vunarsee.

The paper now shown me is in my handwriting.

It is a copy I took of a deposition I gave in Govindrow Futtensing's case, in 1904, Shravunvud 12th; I spoke to Nursoo Punt in the office and took this copy. The other paper now shown me is copy of Baba's deposition. I got this from the office also, it is dated 29th August 1848, and the other dated 31st of the same month; Baba may have brought it. I was not with him at the time. I do not recollect of how many papers I have had copies from the office. The paper now shown me is one. I do not recollect. I first saw it in the bungalow here, when the duftur was brought here; the duftur was brought from Baba Nafra; I am not his goomastha. I am Hurree Buctee's. Baba Nafra carried on Hurree Buctee's business after the Shet's death. The Shet died in 1901. I have been goomastha from 1903 to this day. I was not in Baba Nafra's house, but in Hurree Buctee's shop. These papers were found in Baba Nafra's house; I gave Baba Nafra the papers I got in the shop. I do not know how he took them home. An order came from the Guicowar to take Baba Nafra's dufturs to the Residency, so we brought them. There may have been 10 or 20 of them. The papers certainly came from Baba's house, but I cannot say who brought them; I and the other goomasthas were there. Baba's house was attached in Jestvud, and about 15 or 20 days after these papers were brought here; there were sepoys and all with us.

Cross-examined by the Accused.

I do not recollect whether I asked the Resident for these copies of papers. How can I tell whether copies of papers are to be had from the office without the Resident's orders? I do not understand Mahratta, and cannot tell in whose handwriting these depositions are. I probably sat in the office to copy the deposition, but it is a long time ago, I cannot speak for certain. If I was in the office why should I be there in secret? I do not recollect whether Baba had the copy made in the office, or took a man to make it. I took the copy the day I gave my deposition, or the next day. Nursoo Punt was then dufturdar.

The witness, having had his deposition read over to him aloud in Mussulmanee, withdraws.

The above four papers are recorded (O) (P) (Q) (R).

The prosecutor states that he does not wish to call any more witnesses; and the accused not wishing to examine them, the case for the prosecution is closed, and the accused wishing to be allowed until Tuesday to frame his defence, the inquiry is adjourned to that day.

(signed) *W. E. Frere.*

Tuesday, 1 July 1851.

The Commissioner resumes his inquiry pursuant to adjournment.

The prosecutor and accused are in attendance.

The accused gives in his defence, which is read and recorded (S.)

Narrayen Row Chimnajee is called in, the Affirmation administered to him, and examined by the Accused.

Narrayen Row Chimnajee.

In the second clause of report (C) there are three places in which space has been left, and I have filled it up two in the third clause; in the fourth there was one space left which I filled, and further interlined; one in the fifth; in the sixth I have written something which you cancelled; in the seventh there were two spaces left which I filled also, further interlined, and wrote in the margin, and there is also another place filled in that clause which I thought from a break had been a separate clause; but besides these I can find nothing else in my handwriting. In the seventh clause only the purport of the bond and endorsement are written.

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Cross-examined by the Prosecutor.

In some of the places only numbers and dates, and in others the purport of bonds are written. I mentioned before that extracts from the records, as well as numbers and dates, were written by me. I do not recollect the day of Baba Nafra's examination. The papers (E) and (G) were found after Baba Nafra's examinations. I recollect it from Baba Nafra's having been examined; and then some miscellaneous papers were translated, and after that Nursoo Punt said that the finding of these papers was of urgent necessity. Baba Nafra came here about noon, and it was afternoon when the papers were found. I did not speak about the paper which was first found, I mean the last discovered. I do not mean that the translation was completed, only that it was going on. I do not recollect with whom I was making translations that day. I told Colonel Outram that I gave all the papers which were found to Nursoo Punt. I now suspect that either Bajaba or I might have given them, because we both went to give the papers to Nursoo Punt. I did not mention Bajaba's name to Colonel Outram; I am in doubt now because I am on my oath; my statement before Colonel Outram was not on oath; I read my statement, and then signed it. I had my statement read next day, and pointed out alterations in it. I did not then recollect the doubt about Bajaba's or my having found the paper; the occurrence happened in 1848, and my statement was taken in 1850, so that I did not clearly recollect. Colonel Outram told me that he had a couple of hundred questions to ask me next morning, so I was confused and did not recollect about Bajaba that night; it was a month or two afterwards that I began doubting. I did not see Nursoo Punt's report afterwards, nor did I hear it.

By the *Commissioner*.] I did not see minutely on Saturday what places were left for me to fill in in the report; I did not mention to any one the doubt that I felt whether it was I or Bajaba that gave the papers to Nursoo Punt when first it occurred to me, nor have I since; I do not know how (R) got into Baba Nafra's possession. There are no carkoons besides me in the office who understand English. I do not know how people can get copies, papers and information from the office; I never see it. I was next in station in the office after Nursoo Punt, but I had no power to do anything but what he told me. Nursoo Punt alone can tell how copies of papers left the office without his knowledge. There is one box belonging to the guaranteed parties, and other old papers, of which Nursoo Punt had the key, and gave it to me alone to get out the papers; for other papers he sent whom he pleased. Nursoo Punt used sometimes to send the key of the office to me, and I opened the office and commenced work without his being present; if I was not there other carkoons did it, and the office was closed in the same way at times.

The witness, having heard the above read over to him aloud in Mussulmanee, withdraws.

The accused has no further witnesses to call, and his defence is here closed.

The prosecutor requests to be allowed until Friday the 4th instant to prepare his reply, and the accused offering no objection, this case is adjourned to that day.

(signed) *W. E. Frere.*

Friday, 4 July 1851.

Resumed the inquiry in No. 2, from Tuesday last.

The prosecutor and accused are in attendance.

The prosecutor reads his reply to the answer made by the accused.

The prosecutor wishes to put in copies of the carkoon's depositions regarding the finding of the papers, to prove discrepancies between them and the statement Narrayenrow made before the Commissioner, and also the discrepancies between their and Nursoo Punt's accounts of the transactions.

The Commissioner, however, does not think the evidence required, either by the defence of the accused or by the merits of the case, and cannot admit it.

The

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The prosecutor further wishes to have some carkoons examined to prove that the paper (R.) could not have been obtained from the records without the native agent's knowledge. The Commissioner, however, is of opinion that evidence of this nature would not be of any use. Could the prosecutor show that Nursoo Punt had been cognisant of the existence of the Honourable Court's Order, of which (R.) is a translation, he would not have refused to receive it, but oral evidence of general practice the Commissioner cannot receive.

The inquiry into this case is therefore here closed.

(signed) *W. E. Frere.*

FINDING.—*Second Charge.*

THE second charge against Nursoopunt is, that "he allowed a false claim to the extent of nearly three lacs of rupees, set up by Baba Nafra, to be prosecuted, without expressing to the Resident the slightest doubt of the justice of the said claim, though he knew it to be unjust; and that he culpably withheld from the Resident's notice a memorandum of account, submitted by the firm of Hurree Bucktee, dated 10 Falgoon 1898 (February 1842), and another dated 7th Ashad 1901 (11 July 1845), which were in his custody, and which proved the unjust nature of the claim."

The prosecutor has, in support of the charge, filed Exhibit (A.), his letter to Government, No. 209, dated 31st August 1848.

(D.), Mr. Chief Secretary Malet's answer, No. 5249, dated 15th December following.

(H.), Colonel Outram's further explanation, No. 179, dated 30th July 1850, and (I.), a further letter, No. 207 A., dated 7th September 1850; but as these letters contain no proofs, and are only of the same value as an opening address, the Commissioner will not dwell on them as evidence.

Leaving out, then, all information derived from assertions in those letters, the facts of the case appear to be as follows:—On the 6th July 1848 the Resident received from the firm of Hurree Bucktee, the memorandum (M.) copied in the margin* of that same date, requesting payment of instalments on a debt due to the firm by Govindrow Guicowar, from a draft in his favour, then in the Residency treasury.

* *See* below.

On the same day the Resident desired that Govindrow's account, and all orders from Government on the subject, should be got out; but the result of that would appear not to have been satisfactory, for the firm were on the 24th July directed to send their account.

This they did on the 5th August, for a memorandum (B.) 1. received from them, bearing that date, copied in the margin,† informs the Resident that they send two accounts of interest, one for 9,000 rupees, calculated at 12 per cent., and another for the remaining 23,000 rupees, calculated at 9 per cent.

† *See* below.

These

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* (M.) The memorandum from Hurree Bhugty is this:—"I have cash due to me by Raja Shree Govindrow Futtehsing, and according to the decision regarding it, the balance of the money which has been received into your treasury on account of the draft of that individual, after deducting therefrom the expenses, has been, from time to time, paid to me towards liquidating his debt. And now, as the money on account of the draft for the past year has been received, it is requested that the Resident will have the kindness to direct that I be paid according to the agreement. Assud Soodh, Sumvut 1904."

† "(B.) 1. A bond for *Rs.* 19,001, with the Resident's signature; and state, in explanation of the account, that I have a bond of his for former dealings for *Rs.* 9,000, and in that interest is entered at 12 per cent. per annum; and in the above bond for *Rs.* 19,000 it is written, that 'the bond for the former sum due to you is in your possession,' accordingly I have made out a separate account for that at 12 per cent., which I send. *Rs.* 10,001 cash were paid to your treasury, and interest on that was agreed for at 9 per cent., as is entered in the bond for *Rs.* 19,000. There is a bond for *Rs.* 13,001, with the Resident's signature; this was paid into the treasury, and interest agreed for at 9 per cent., so that the above *Rs.* 10,000 out of the *Rs.* 19,000 bond, and this *Rs.* 13,000, making together *Rs.* 23,000 at 9 per cent., I have sent an account of interest for that also separate. I have thus sent the two accounts, which, when you have considered, be pleased to send an order as usual for my being paid the money. Shravunsood 6th, Saturday, Sumbut 1904, corresponding with 5th Ramzan (5th August 1848), written by Purshotum Bechurbhaee, by the hands of Wanumrow Baba Nafra."

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These accounts are recorded (B.) 2. and (B.) 3., and are mere figured statements of account and interest calculated as therein set forth, viz., (B.) 2. at 12 per cent., showing *Rs.* 1,91,873. 3. 9., and (B.) 3. at 9 per cent., showing *Rs.* 1,11,257. 6. 6., due respectively to the 15th Assad Vudh (30 July 1848), making the total amount claimed *Rs.* 3,03,130. 9. 9., and it is with allowing this claim to be prosecuted, without showing any doubt of its justice, that Nursoo Punt is in the first place charged.

These accounts appear to have been referred to Nursoopunt for his report, but the exact date of reference is not given, nor is there any record of the exact object required in the report; however, on the 21st August, Nursoopunt gave in his report (C.), which in his defence he calls "a written abridgement of the circumstances," and upon that, and his subsequent depositions of the 26th and 31st of the same month, turns the proof of his guilt on this charge.

The first para. of the report notices the receipt of the two memoranda of the 6th July and 5th August.

In the second, reference is made to the former Resident, Mr. Williams, having, on the 21st February 1833, informed Govindrow that he owed Government *Rs.* 1,945. 0. 3 ¼., and Hurree Bucktee 32,002 rupees, with interest, to liquidate which 10 rupees per diem would be deducted from his allowance of 30 rupees.

In the 3d para., that on the 10th April 1842, Mr. Boyd, then Resident, informed Government that their claims had been satisfied, and obtained permission on the 7th June to liquidate Hurree Bhucktee's claim from the stoppages.

4th. That, consequently, money had been paid to Hurree Bhucktee, and that up to 1847–48, 33,089 rupees, about the amount of principal, had been recovered by the firm.

In the 5th para. he mentions that Government should decide up to what date, and what sum, should be paid to Hurree Bhucktee, as though they had been applied to. No order had been given on the subject.

In the 6th para. he says, that on asking Hurree Bhucktee's firm what they make out to be still due, they give in an account showing interest on 9,000 rupees at 12 per cent., and 23,000 at 9 per cent., making a claim of *Rs.* 3,03,130. 9. 9., the balance stated to be still due.

In the 7th para. he mentions the bonds upon which the money is claimed, viz., one for 9,000 rupees, dated in 1820, of which no copy is found in the Residency, but to which allusion is made in the bond of 1830 for "10,001 rupees,"* to which Mr. Williams's signature is attached, and to which, against the item for 10,000 rupees, it is stated that interest is to be calculated at the end of 12 months. The other is a bond for 13,000 rupees, simply mentioning that interest is at 9 per cent per annum, with an endorsement by Mr. Malet, that it had been brought by Radabhaiee's (Govindrow's mother) carcoon. The report also mentions that they had brought a copy of the bond of 1820, and that interest in that is at 12 per cent., but no mention is made of its being calculated every 12 months, nor does it bear the Resident's signature.

* Should be 19,001.

The 8th para. mentions what Govindrow's receipts are, and how paid, and what balance is in hand, and winds up, "In short, it is evident that the distinct order of Government is requisite to settle this point." But what the point is that Government are to settle, or what doubts there are on the subject, is not shown, unless we go back to the 5th para., where he mentions that Government should decide up to what period, and what sum, should be paid to Hurree Bhucktee, but whence any doubt arose in his mind, or what it was, he nowhere mentions.

This report did not satisfy Colonel Outram, but previous to going on with the further inquiry he made, let us see whether, considering the information Nursoopunt had then before him, the report was as full as it might have been, and whether there was anything that ought to have awakened his suspicions, and which he ought specially to have brought to the Resident's notice.

The bond for 13,001 rupees (B.) 4. requires no consideration; it bears interest at nine per cent. per annum, was executed before the Assistant Resident, and is unquestioned. (B.) 5. then, copied in the margin,† raises the only doubts in the case;

† "(B.) 5. To Hurreebhaee Buckedas writes Govindrow Futtehsingjee Guicowar, Soor Sun Sullatheen Myateyn Wuluf:—That I have borrowed from you principal, as follows: *Rs.* 9,000 due to you before the bond, for that is in your possession, according to that; *Rs.* 10,001, this Kartegsood 14th,

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case; there is one arising from the bond being dated Kartegsood 14th, Friday, but Kartegsood the 14th fell on Saturday the 30th October, so that there is some mistake in the day as well as in the date attached to Mr. Williams's signature, which is 27th October 1830; but these are not of material importance, for what is written 27th may be 29th, and that would be Friday, and as Thursday was both the 11th and 12th of Karteg, there may have been some confusion in the date; but as the bond itself is not questioned, only the construction to be put upon it, any notice of a slight discrepancy in the date, which might be an error of the copyist, amounts to mere cavil.

The bond commences with, "I have borrowed from you (Hurree Bucktee) principal, as follows:

"*Rs.* 9,000 due to you before the bond, for that is in your possession, according to that.

"*Rs.* 10,001, this Kartegsood 14th, I received the principal, agreeing with you for nine per cent. interest."

Now, the first question that would strike a person looking at this bond, is what rate of interest is to be paid upon the item of 9,000 rupees, for no rate of interest is attached to that item; nor is any rate distinctly mentioned for the total amount, 19,001 rupees, the rate nine per cent. being apparently confined to the item of 10,001 rupees.

Some doubts of this kind must have occurred to Nursoopunt, for the firm produced before him a bond for 9,001 rupees, dated 4th February 1820 (B.) 6. copied in the margin,* and on that he appears to have written his report; but it is nowhere shown how he satisfied himself that this was the bond referred to in (B.) 5., for that only mentions that 9,000 rupees was due on a former bond, but the date of the bond is not mentioned, nor whether it was merely principal, or principal and interest. But even admitting that the sum was due upon a bond for 9,000 rupees, there is still nothing to show that this is the bond; for in (B.) 5., it is said that the money is due to you (Hurree Bucktee), while the bond now produced does not say to whom it is passed, so that all there is to connect this bond, (B.) 6. with (B.) 5. is, that it purports to have been passed by Govindrow Guicowar, though it does not bear his signature, to somebody, and is for 9,001 rupees, and is produced by Hurree Bucktee's firm, and bears a date anterior to 1830; but this cannot be held to identify the one with the other, and therefore, even supposing Nursoopunt to have had doubts of the rate of interest at which the item of 9,000 rupees was running, these bonds did not tend to elucidate the subject, but of themselves afforded good grounds for suspicion, from their tenor alone, without urging the improbability that Mr. Williams would, on the 27th or 29th October, allow Govindrow Guicowar to continue bound to pay 12 per cent. for 9,000 rupees, while he obtained 10,000 at that same time for nine per cent., and had obtained 13,000 (B.) 4. a week before, of which Mr. Williams ought to have been aware, at the same rate of nine per cent., and all from the same party. Nor is it necessary to increase the suspicions that would attach to the bond for 9,001 rupees, by urging that what purports to be Govindrow's signature is an imitation, apparently, of the sign manual of the Guicowar, adopted in consequence of Govindrow's mother, Radabhaee, at that time laying claim to the sovereignty for him; for if the bond is valid, it would hold good whatever mark it had upon it, if proved; and if suspicious, an unauthorised assumption of a signature would not much affect it. In his defence (S.) on this point (para. 4), and in his answer 1, of the 31st August 1848 (F.), Nursoopunt urges that interest having already amounted to 31,000 rupees, nearly the amount of principal, he did not think it necessary to pry more closely into the bond; but surely

* *See* below.

14th, I received the principal, agreeing with you for 9 per cent. interest; this I will repay, principal and interest, without remission; the interest at 12 months has been agreed on;—*Rs.* 19,001. Thus *Rs.* 19,001 as above-mentioned has been agreed on. When a settlement of my affairs is made; I will repay you first. This is true. Sumbut 1898 (should be 1887), 30 October 1830, Kartegsood 14th, Friday. Written at the Lady Radabhaee's desire by the hand of Rowjee Narayen Shastree.

" "27 October 1830." (signed) "*James Williams*, Resident."

* (B.) 6. Bond of Sumbut 1876, Magwud 5th (Friday, 4 February 1820), on that day to —— writes Govindrow Futtehsing Guicowar, that the purport of writing is this:—"I have for my necessities received principal *Rs.* 9,001, the interest for one month having been deducted as premium. In future, interest will be paid at 12 per cent. per annum. This writing is true, viz. I will pay the amount of this bond out of the first proceeds of my salary (nemnook)."

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surely when there were two points of so much doubt in the transaction as the validity of one bond, and the construction to be put upon the other, as well as the amount of interest to be charged, he ought to have been less obscure in his report; and if it was not to ascertain the rate of interest at which the 9,000 rupees were lent, what occasion was there for him to look at that bond at all, as mentioned in the 7th para. of his report. Enough has been shown above to make it very evident that Nursoopunt ought not, in the 7th para. of his report, to have glossed over the 9,001 rupees transaction as he has done, even if he did not think it necessary in the 5th para. to point out what new doubts had arisen with regard to the amount of interest charged; and we shall see hereafter that the application made to Government, and on which he says no order had been received, had no reference whatever to the large amount of interest.

To return, then, to the facts of the case: on the 26th August, Colonel Outram, as noticed above, not being satisfied with the report, after examining the goomastas, questioned Nursoopunt, and he then (E.) admitted that the date of Mr. Williams's signature being before that of the bond, was suspicious, as was also the omission of the date of the former bond; but on the 31st of the same month, Colonel Outram further examined him (F.), wanting to know why he did not mention his suspicions in his report; to which he replies, that that was a mere brief tatement of on what date Government was written to on the subject, and what steps had been taken in the matter, and that the suspicious circumstances did not strike him until they were raised by the Resident; that he did not examine the accounts minutely, seeing that the interest claimed was 10 times the amount of principal, while the custom of the British Government was only to pay interest in equal amount to the principal, and the omission of the date in the 9,000 rupees item did not strike him, and that he was satisfied with the carkoon and shroof's report that interest had been properly calculated, and that he had entirely forgotten any former accounts from the firm, so could not detect the large surcharge of interest over what had been charged before; that he cannot recollect all the memoranda that are received; that the establishment is too weak to keep the records in order; and that it was mere forgetfulness on his part that prevented him, between the 6th July and 21st August, making himself acquainted with the former correspondence.

In his defence (S.) he now urges that he did not pass the accounts, but with that he is not charged, except so far as he allowed them to pass unchallenged. He further urges (para. 2), that from the first he was impressed with the idea that Government would never sanction interest amounting to ten times the amount of the original sum, and that the utmost that could be granted would be a sum equal to the principal; that he thought it unnecessary to mention it in his report, as the Resident (para. 5) must have known it; and that the report was a mere summary of the case, pointing out the necessity of having distinct orders from Government. Nursoopunt does not mention how or why the Resident must have known that damdooput was all that the firm could claim, and all the probabilities in the case are against Colonel Outram's having such knowledge. Had a decision of Government on a similar point ever been communicated to Colonel Outram, he would hardly have ventured, in the 11th para. of his letter of 31st August 1848, Exhibit (A.) to have recommended that *Rs.* 83,153. 4. 11. should be declared the amount of debt, principal and interest, instead of 64,002 rupees; nor would Government, in their answer to his letter, Exhibit (D.) have awarded damdooput only, because they would be "justified in adopting it;" nor would they, in the 31st para. of the Chief Secretary's letter, No. 204, dated 12th January 1849, (which refers to this case, but has been recorded by the accused in the next case (S.), have said that they adopted damdooput after "careful consideration;" they would have taken it as a matter of course, and had they made any remark on the subject would most probably, and very justly, have expressed their surprise at Colonel Outram's having overlooked the precedent.

But if Nursoopunt's opinion at the time was so decided that damdooput only would be granted, what necessity was there for his entering into all the details of the interest due upon the bonds, as contained in the 7th para. of (C.)? All the Resident, according to Nursoopunt's account, required, might have been contained in six paras., by adding to the 6th, where he mentions that the bankers claim *Rs.* 3,03,130. 9. 9. as now due, but the original debt, "as stated by Mr. Boyd, being only 32,001 rupees, the bankers are only entitled to recover

recover 32,001 rupees as interest on that sum, and the sanction of Government to pay that amount should therefore be obtained."

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Much that is obscure in this case would have been avoided, as has also been remarked in the first case, if it had been the custom of the office to give written orders to the native agent when calling for his report, as is, or used to be done by Collectors in the new provinces, when requiring reports from dufterdars. Under the present system, there is no means of knowing, except from his own statement (F.), the specific points Nursoopunt's report was expected to embrace. If it was a mere statement, as he asserts, of what date Government was written to, &c., there was no occasion for sending for the copy of the bond of 1820, or, as shown above, for the latter part of the 7th para. of the report, and therefore the report contains either too much or too little information. The 5th and latter part of the 8th paras. certainly ought to have contained the specific points upon which the opinion of Government was required, and the causes why it was necessary to refer the question to them. This, in the 6th para. of his defence (S.), he now explains by showing that the orders of Government were required to clear up ambiguities, which might arise from Mr. Boyd's indefinite report to Government, when the firm claimed a lac and 27,000 rupees as due to them by Govindrow Guicowar, since it would, if left undecided, as it was by the Government answer, have caused great confusion, and on that ground, he volunteered the information. This, however, is not borne out by Mr. Boyd's letter (J.), as that does not mention the amount of the claim then put forward by the firm, but enclosing Mr. Williams's note of the 21st February 1833, to Govindrow, showing that 32,002 rupees was the principal he owed the firm, and stating that demand of Government having been satisfied, he begs permission to pay off the claims of the firm. This argument of Nursoopunt's is, however, further injurious to himself, as the only way in which he could, when he made his report, have known that the claim made before Mr. Boyd was for 1,27,000 rupees, must have been from the memorandum of the 10th Falgoon 1898 (22 March 1842), one of the documents he is accused of having at that time suppressed; nor does this tally with what he says in (F.), that it was a mere brief statement of when Government was written to, and what orders were received. But making the most generous allowance for the length of time which has elapsed since Nursoopunt made these reports, as truth is always consistent, Nursoopunt cannot expect us to believe both that he made his report a mere abstract of the orders given, because he knew damdooput would alone be granted, and because he knew that under Mr. Boyd's letter to Government a claim for 1,27,000 rupees and upwards might be raised, since he had at that time forgotten all about the only document in which that claim was urged.

Colonel Outram has, however, further to prove that the bond for 9,000 rupees, whatever it was, had been adjusted, produced witnesses, as per margin, to show that the item of 9,000 rupees, without a unit at the end, must, according to the custom of merchants, refer to the balance of an account, and could not refer to an unadjusted bond, and with the exception of Gopal Row Myral, who refused to answer any question, the other three depose to the effect that the item of 9,000 rupees would, among sowcars, denote an adjusted balance of that amount, and not the amount of a bond which was still valid against the writer; and this point Nursoopunt has not been able on cross-examination to refute. The evidence was hardly requisite, for the bond (B.) 6. itself might, as shown above, have been thrown out of consideration. But the very terms of the bond (B.) 5. itself shows that nine per cent. was the rate of interest payable on the whole sum. It commences with, "I have borrowed from you principal as follows," which includes both sums, and then goes on, "this Kartey Sood 14th, I received the principal, agreeing, with you for nine per cent. interest," which shows, almost as clearly as words can express it, that nine per cent. was all that was due.

Gopalrao Myral	-	p. 1276
Damodur Kessowdass	-	p. 1276
Chundoolal Lullooshett	-	p. 1276
Moteelal Samuldass	-	p. 1277

That Nursoopunt did not express any doubts about the claim, though there were good grounds for doubt, has been shown above; and even supposing that the firm was now to contend that their present claim was right, and that it was an oversight of the firm in 1842 and 1845 charging nine per cent. upon the whole, it would be difficult to find any court in which this argument would be allowed weight; for even supposing that the bond (B.) 5. is not as clear in

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covenanting for nine per cent. as it appears to the Commissioner to be, still the want of identification of the bond alone, by which 12 per cent. was claimed, would be sufficient to throw doubts upon it, while the claim urged by those in 1842 and 1845, who lived nearest to the time at which the transaction took place, and were therefore most likely to be thoroughly acquainted with the circumstances of it, would place beyond doubt that they never contemplated more than nine per cent. interest.

The latter part of (F.) refers to the discovery among the records, of the memoranda from the firm of the 10th Falgoon Sood 1898 (22 March 1842), and 11th July 1845, the latter of which (G.) is only now forthcoming, the former having again been lost, but of this a translation, which forms Appendix (E.)

(A)

to Colonel Outram's letter, No. 209, of the 31st August 1848, has been preserved, and to this Nursoopunt does not offer any objection. This memorandum of the 22d March 1842, distinctly shows that interest on the whole 32,002 rupees was charged at nine per cent., while (G.) does not show the rate of interest, but exhibits a claim, up to the 29th October 1841, of *Rs.* 1,23,695. 14, and itself proves that nine per cent. is the rate at which interest is calculated; for by the accounts furnished (B.) 2 and 3, interest if charged at 12 per cent. on the item of 9,001 rupees, and nine per cent. on the balance, would at that time have amounted to *Rs.* 173,354. 15. 9.; and it is on these documents being suppressed that Colonel Outram founds the charge that Nursoopunt must have known the claim to be unjust, and allowed it to be carried on without expressing the slightest doubt of its justice, and that he purposely withheld them, and only produced them on compulsion; and to prove this, Colonel Outram has produced witnesses, of whom Hurreepunt (page 1278) and Bajeeba (page 1278) (the latter of whom Nursoopunt states, in answer to the 5th question in (F.), found the first paper) deny any knowledge of the discovery of the papers, and Narayenrow alone (page 1280) recollects that either he or Bajeeba found them; his impression at first was that he had done so, and such was the account he gave to Colonel Outram in 1850, two years after it took place, but subsequent doubts have come into his mind, which he never expressed to any one. Regarding this evidence, Nursoopunt urges in his defence (S.) (para. 7), that no inquiry was made from the carcoons for three years after the transaction had taken place; and, therefore, not only may they have forgotten things, but also, with the exception of Narayenrow, who as a friend of his is under suspension, they have the fear of losing their service to contend with, which affects Hurreepunt, while Bajeeba has the further misfortune of having a bad memory; but whatever weight may be due to Hurreepunt and Bajeeba's evidence, that now given by Narayenrow has clearly a bearing in Nursoopunt's favour, for at first he claimed the credit (if any) of having found the papers himself, while now his evidence goes to deprive himself of that, and to support Nursoopunt's assertion of the 31st August (F.) This forgetfulness on Narayenrow's part is the more remarkable, as finding these papers does not appear to have been a matter of mere daily routine; much anxiety appears to have been expressed by the Resident for them (F.), and finding them must or ought to have created some sensation among all concerned, so that it cannot be believed that the subject could have passed lightly from their memories, and the impression left by Bajeeba and Hurreepunt's depositions, and Narayenrow's defect of memory, is, that though the records were and might be still in confusion, the papers were not found after any anxious search by the carcoons, but must have been produced by the native agent himself; and this opinion receives support from the sixth para. of Nursoopunt's defence (S.), in which, when accounting for the necessity of reference to Government, he says, "the late Mr. Boyd at first, on the receipt of a memorandum in 1842, from the paruk, stating that his account, principal and interest, amounted to *Rs.* 1,27,695. 14., wrote to Government in an indefinite way"; and upon this, accounts for the necessity of making a reference to Government, as "if it had been allowed to continue in an undefined state, from the constant change of the Resident's officials and other causes, it would never have been known up to what period the money was to be paid, and this would have been a great mistake. I therefore volunteered this information." Now, either this is not an honest defence, and is not the true reason why he made his report, or if it is, he must have been aware, and have lately seen the document, for which he says they were searching, and which, 10 days after he made his report, he excused himself for not remembering; because so many passed through the office,

office, for, except from this document, he could not have known that the firm in 1842 claimed *Rs.* 1,27,695. 14., and being aware of this fact, he could not so immediately have forgotten the existence of the document from whence he obtained his information; and, however desirable it might have been to have examined the carcoons at the first, still nothing they could say would have explained this inconsistency in the defence and report.

The confusion of the records has been much insisted on, but the Commissioner is not quite satisfied as to the degree of confusion in which the records are, as from Bajeeba's evidence (page 1279), it appears Nursoopunt had made some attempts to put the records in order, by putting the different cases separate, and if that is the case, had he, when the memorandum of 1845 was received, got out all the papers in Govindrow Guicowar's case, and placed them together, his memory would not have been taxed, and no search would have been required, at any rate there is no excuse for the memorandum of 1845 having been included in the general confusion.

In the 8th para. of his defence (S.), Nursoopunt defends himself from the charge of having kept back the papers to favour the parek; the fact of his having kept them back being proved, it is hardly a question now with what object he did it, for it would almost be assumed that keeping the papers back he did it with a wrong intent; but if that was not his object, it is the more to be regretted that his report (C.) was not more explicit, and that he allowed anything to restrain him from telling the Resident in his report that "damdooput" was all the firm could recover, as that would at once have removed all suspicion, as it would more than have removed all occasion for him to conceal those papers he is now shown to have withheld and it is therefore hardly necessary to remark on the unfounded assertions, in proof of his impartiality, contained in this and the 2d. para., that in his report (C.) he stated that simple interest was alone due upon the item of 9,000 rupees, while compound interest was due on the other two. Neither does the report make any remark on the subject, nor do the bonds contain any stipulation as to simple or compound interest; (B.) 5. provides that interest at nine per cent. is to be calculated every 12 months, and assuming that this stipulation refers only to the 10,001 rupees, it leaves it doubtful whether interest might not be calculated monthly on the other two sums of 9,000 rupees and 13,000, and then, though no one would gainsay that simple interest at 12 per cent. is not more favourable than compound interest at nine, still as it is the universal practice to add unpaid interest to the principal at the end of the stipulated period, and charge interest in future on both, which is nothing but charging compound interest, the Commissioner cannot see how Nursoopunt's impartiality is proved by his assertion, even admitting it to be true, for if interest is calculated monthly at 12 per cent. and added to the principal, as customary among money lenders, it does not much signify whether the money is said to be at simple or compound interest.

Colonel Outram has produced the witnesses, Narayenrow, Mr. Hykoop, and Mr. Battye, to show that the document (C.) had been tampered with since the translation of it (N.) was made; but the alteration in it, if any, is so trifling, merely adding in the fifth line of the 7th para. the figures "10,001 rupees," that the Commissioner does not think it worth notice.

Colonel Outram has further filed (O), (P.), (Q.), and (R.) to show the influence Baba Nafra (the goomashta of Hurree Bucktee's firm) had over the native agent, by which he was enabled in the first three instances to get copies of depositions from the records, and also the translated purport of letters (R.) (copied in the margin),* from the Court of Directors; these documents having all been found in his house. Nursoopunt, in the 13th para. of his defence, declares that the three first papers were, to his recollection, given under Colonel Outram's orders; this, however, is not borne out by Jeharam Venarsee's evidence (page 1281); but of the fourth paper neither Nursoopunt nor Jeharam can imagine how it got out of the office, or into Baba Nafra's possession.

* See below.

* (R.) Dated 29th May 1850, a Court's letter has been received with abstract, of Joethabhaee's case; in that the Court write, that you have declined to interfere in the business of Joethabhaee Shettanee, because she refused to submit to arbitration, and Mr. French gives as his conviction that the child was not hers; of this there is no doubt.

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session. The fact of these papers being found only shows that documents can be obtained from the records of the Residency, while there is nothing to show that Nursoopunt was more culpably concerned in giving them than any one else, for the three papers which Jeharam says Nursoopunt gave, there was no great objection to his giving, but if given by the Resident's orders they should have been attested, and the copy of the letter from the Honourable Court is, as Nursoopunt suggests, more likely to have been obtained from the English office than from him.

As further proof of the extortionate nature of their claim, Colonel Outram has filed extracts from Hurree Bucktee's account-books, but these were not produced until June 1850, so that they were not before Nursoopunt when he made his report, and though they may be satisfactory as proving that the claim for interest as between Govindrow Gaekwar and Hurree Bucktee was false, they cannot weigh against Nursoopunt. Colonel Outram also mentions, in proof of the bond being false, the facts (H.) paras. 17 and 18), that though in the bond of 1820 Govindrow is made to refer to his nemnnok, that was not fixed until 1826, and that the nemnook was for four years paid into Hurree Bucktee's hands, and that it was not to be believed but that they would have settled their own account between 1820, or 1826 and 1830; and moreover, that in 1820 Govindrow could only have been a child, having been adopted but 19 months before, and from this he argues that the item of 9,000 rupees in the bond for 19,001 rupees must be the adjusted balance of that or some other bond, and not the bond itself, since the bankers would naturally have paid themselves from the money passing through their hands; but all this occurred previous to Nursoopunt's joining the office, and consequently he was not necessarily cognizant of them, and as there is no proof that he was aware of any of these facts, so his connivance cannot, though his carelessness may, be argued from his not noticing them.

The result, then, of the Commissioner's inquiry into this case is to satisfy him that Nursoopunt's omitting to notice that the claim for interest was laid at a rate never agreed upon, and founded upon a bond which could not but awaken suspicion, betokens culpable neglect and connivance; for Nursoopunt's assertion that, when questioned a week afterwards on the subject, he stated that "damdooput," which Government have since granted, was all the firm can claim, came, the Commissioner is of opinion, too late to save him, when his report, which ought to have exonerated him, had been condemned, and he had been compelled to produce papers which showed that the claim for interest then urged was to some extent fraudulent, and consequently that he is guilty on the second charge.

(signed) *H. B. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

THIRD CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

THIRD CHARGE.

(A.)

LETTER from the Resident to Mr. Chief Secretary *Malet*, No. 215, dated 7 September 1848.

Lieutenant-colonel Outram's letter, dated the 7th September, No. 215 of 1848, formed Enclosure No. 1 to Collection No. 1, accompanying Political despatch from the Bombay Government, dated the 31st January, No. 5 of 1849. This letter, which forms exhibit (A.), being voluminous, is not repeated in this place.

(B.)

MEMORANDUM of Total Account extracted from the Paga Accounts of *Goorajee bin Soobunjeerow Pole*, for Sumvut 1904, from 1st Kartey to end of Ashwun, by Chotumlall Vukeel, together with Arrears.

Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	
14,813	4	9	Balance due for former years fixed by the Resident.				
5,890	13	9	Produce for current year, 12 months.				
2,050	10	–	Salary for six months from the beginning of Kartey to end of Cheyter.				
				510	–	–	Pay to chief men.
				300	–	–	Cash to Goorajee Row by himself.
				42	–	–	Trimbuck Row Pole by himself.
				42	–	–	Kasseeba Pole by himself.
				42	–	–	Mulharrow Gorajee by himself.
				42	–	–	Peelajee Row by Gorajee.
				42	–	–	Dajeeba Pole by himself.
				510	–	–	
				260	–	–	Carcoons for six months.
				150	–	–	Vukeel Chotumlal by himself.
				60	–	–	Bappoo Balajee by himself.
				50	–	–	Parek Jugeewun Khandas by Geerdhurd Parek.
				260	–	–	
				448	10	–	Horsemen for six months.
				36	–	–	Behurba Powar by himself.
				36	–	–	Bhumba More as below.
				Rs.	*a.*	*p.*	
				30	–	–	For five months by himself.
				6	–	–	One month by Abajee.
				36	–	–	
				36	–	–	Villoba Dunger, by himself.
				36	–	–	Ameer Khan, by himself.
				36	–	–	Abajee Kanjee, by himself.
				36	–	–	Alum Khan, by himself.
				36	–	–	For Katee Khan to Ajumpkhan, by himself.
				36	–	–	Duleepsing, by himself.
				36	–	–	Babajee bin Manajee, by himself.
				30	–	–	Munsook Soobaram, by himself.
				6	–	–	Madhuba Dumajee for one month.
				6	–	–	Kanojee Row's pay for one month, by himself.
				31	10	–	Settled with Chobdar Hussen Khan to Vysak Sood 10th, at five rupees per mensem.
				27	–	–	Dool Sowar Goreea, by himself.
				24	–	–	Poonah Daneekunee, by himself.
				448	10	–	
				192	–	–	Two Silladars for six months.
				96	–	–	Bulwuntrow, by himself.
				96	–	–	Bhuwow, by himself.
				192	–	–	
2,050	10	–	1,410	10	–		Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	
2,050 10 –	1,410 10 –		Brought forward.
	250 – –		Several brothers for six months.
		62 8 –	Sutwajee Row bin Tookajee, by himself.
		62 8 –	Madaba bin Tookajee, by himself.
		62 8 –	Gunputrow bin Tookajee, by himself.
		62 8 –	Bapoo bin Tookajee, by himself.
		250 – –	
	180 – –		Khasdars for six months.
		24 – –	Sudba, by himself.
		24 – –	Raeejee Kolie, by himself.
		24 – –	Nagurea, by himself.
		24 – –	Ramba, by himself.
		16 – –	Esoo, by himself.
		24 – –	Haneba Wuchun, by himself.
		12 – –	Kaleea Nagereea.
		8 – –	Ammeea.
		24 – –	Shumboo.
		180 – –	
	150 – –		Sundry people for six months.
		30 – –	Bheestee Reheman, by himself.
		18 – –	Bheestee Mahomed, by himself.
		24 – –	Khutmutgar, of Gorajee, by his master.
		24 – –	Torch-bearer, Rama Bhugut, by his master.
		24 – –	Sepoy, Oomed, by his master.
		24 – –	Peon Mulik, by his master.
		18 – –	Sweeper Ramla, by his master.
		12 – –	
		150 – –	
	60 – –		People in the presence, by Gunput Row Bapoo Sahib.
	2,050 10 –		
880 4 3			Grain, &c., purchased on credit from the stores, both in Baroda and Camp.
	315 10 –		In Baroda, from Modie Dulsook Bhana.
		107 13 –	Mahasood 5th, a draft given to the above Modee, for three months, viz.,
		Rs. a. p.	
		30 15 6	In the month of Kartey, for grain.
		Rs. a. p.	
		17 7 6	Bajree 1½ kulsees, ¼ maund, and 3½ seers, at 11⅛ rupees per kulsee.
		13 8 –	Mutt Kulsee 1½, and maund ¼, and seers 3½, at Rs. 8. 14.
		30 15 6	
		16 4 3	Mussala condiments, &c.
		1 12 –	Jagree (gal.) 13¾ seers, at Rs. 5. 3. per maund.
		1 12 6	In cash.
		3 – –	Castor oil.
		2 5 3	Sweet oil ½ maund, and 3¼ seers, at 10 seers per rupee.
		– 15 6	Rice, maund ½ and ½ seer, at 30⅛ seers per rupee.
		– 6 –	Dol. seers, 14¾, at one rupee per maund.
		2 11 3	Ghee seers 11¼, at 9. 10.
		1 2 –	Kuneek flour, maund ¾ and seers 11¼, at 28 seers per rupee.
		– 6 –	Sugar seers 2, at 5 seers per rupee.
		– 1 3	Oorud 4 seers.
		– 4 6	For grinding grain.
		1 8 –	Grass.
		16 4 3	
		29 14 –	In the month of Magsar.
		21 9 –	Grain.
		Rs. a. p.	
		11 13 –	Bajree Kulsee, 1 maund 1½, and seer 3½, at 10. 12. the kulsee.
		9 12 –	Mutt Kulsee, 1 maund, 1½ seer, 3⅛ at 18. 14. the kulsee.
		21 9 –	
2,930 14 3	315 10 –	107 13 –	77 1 9 21 9 – Carried forward.

Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*			
2,930	14	3	315	10	–	107	13	–	77	1	9
									21	9	–
									8	5	–

Rs. a. p.	*Rs.* a p.	*Rs.* a. p.	*Rs.* a. p.			
2,930 14 3	315 10 –	219 14 9	70 15 3	Brought forward.		
			41 2 6	In the month of Cheytra.		
				Rs. a. p.		
				32 3 9	Grain.	
					Rs. a. p.	
					17 15 3	Bajree, kulsee 1 ½, maund 1, and seers 9 ½, at 11. 6.
					14 4 6	- - Mutt kulsee, 1 ½, maund 1, and seers 7 ½, at *Rs.* 9. the kulsee.
					32 3 9	
				8 14 9	Musalla, &c.	
					1 6 –	In cash.
					– 4 –	Rice, seers 7 ½.
					– 1 3	Dol, seers 3 ½.
					– 2 6	Peeth, seers 3 ½.
					1 15 –	Ghee, seers 7 ¾.
					1 – –	Gool, seers 13.
					– 3 9	Kuneek, seers 7 ½ (flour).
					– 9 9	Sweet oil, seers 5 ¾.
					– 4 6	For grinding grain.
					3 – –	Masalla, &c.
			112 1 9	41 2 6	8 14 9	
		95 11 3	Sharam Soodh 5th a chittee to Modee Dulsook Khoobur for three months.			
			Details:			
			32 – 9	In the month of Vysak.		
				27 14 6	Grain.	
					15 10 –	- - Bajree, kulsee 1 ¼, maunds 1 ¾, and seer, 9 at *Rs.* 11. 6.
					12 4 6	- - Mutt, kulsee 1 ¼, maunds, 1 ¾, and seers 9, at *Rs.* 8. 15. the kulsee.
					27 14 6	
				4 2 3	Masalla, &c.	
					– 7 –	Gol, seers 6.
					1 2 9	In cash.
					– 10 6	Sweet oil, seers 6.
					– 4 3	Rice, seers 8.
					– 2 6	Dol, seers 4.
					1 2 –	Ghee, seers 4 ½.
					– – 9	Peeth, seers 2.
					– 4 6	For grinding grain.
				32 – 9	4 2 3	
			26 5 6	In the month of Jest, took on credit.		
				22 12 9	Grain.	
					12 10 9	- - Bajree, kulsee 1, maund 1 ¾, and seers 5 ½, at *Rs.* 11 ½.
					10 2 –	- - Mutt, kulsee 1, maund 1 ¾, and seers 5 ½ at *Rs.* 9. 3.
					22 12 9	
				3 8 9	Masala, &c.	
					– 12 6	Sweet oil, seers 7.
					1 7 3	In cash.
					– 3 –	Rice, seers 5 ½.
					– – 9	Dol, seers 2 ½.
					– 1 6	Kuneek, seers 3 (flour).
					– 11 3	Ghee, seers 3.
					– 4 6	For grinding grain.
			26 5 6	3 8 9		
			37 5 –	From the month of Assad to Shravun Sood 6th.		
				30 9 9	Grain.	
					17 2 –	- - Bajree, kulsee 1 ¾, maund 1 ¾, and seers 6 ½, at *Rs.* 12 ½.
					13 7 9	- - Mutt, kulsee 1 ¼, maund 1 ¾, and seers 6 ½, at *Rs.* 9. 13. 6.
					30 9 9	
2,930 14 3	315 10 –	315 10 –	95 11 3	30 9 9		Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
2,930 14 3	315 10 –	315 10 –	95 11 3	30 9 9		
				4 8 3	Masalla, &c.	
					Rs. a. p.	
					3 1 9	In cash.
					– 2 –	Rice, seers 4.
					– – 9	Bajree flour, seers 2.
					– 8 6	Ghee, seers, 2.
					– – 6	Doll, seers ¾.
					– 1 –	Kuneek, seers 2 (flour).
					– 5 3	Sweet oil, seers 3.
					– 4 6	For grinding grain.
					4 8 3	
				2 3 –	- - Provisions supplied to a koolcurnee come from the country.	
					– 12 6	Kunuk, seers 25 (flour).
					– 5 3	Rice, seers 10.
					– 1 9	Doll, seers 5.
					– 10 –	Ghee, seers 2 ½.
					– 5 3	Vegetables.
		315 10 –	95 11 3	37 5 –	2 3 –	
	564 10 –	Total Amount of grain and condiments, &c. on account of Thana.				
		456 13 9	- - Grain and condiments supplied in the Thana of Doodheea from the month of Karteg to the end of Ashvin.			
			Details:			
			94 15 9	In the month of Karteg.		
				94 15 9	Grain.	
					92 2 6	- - Grain, manee 11, 2 maunds, and 9 seers, at *Rs.* 8. 4. the manee.
					2 13 3	Urud, maund 4, at *Rs.* 8 ½.
					94 15 9	Mussala.
			29 10 6	In the month of Magseer.		
				29 10 6	Grain for one month.	
					27 10 6	Grain, manee 3 ¼, ma und.
					2 – –	At 8 ¼.
					29 10 6	
			33 – –	In the month of Poush.		
				33 – –	Grain, manee 4, at *Rs.* 8 ¼.	
			31 – –	In the month of Maha.		
				3 12 –	Grain, manee ½, at *Rs.* 7 ½.	
				24 – –	Urud, manee 4, at *Rs.* 6.	
				3 4 –	- Grain for 24 days, supplied to the Bargeer Humeerekhan, who went on Mohsulee, 43¼ maunds,	
				31 – –	the price of it paid to Thanadar Sudaseo Beg.	
			147 3 6	In the month of Falgoon.		
					Grain, vud 2.	
				133 6 –	- - Grain, manee 25, purchased by ready cash through Modee Seeram, at *Rs.* 5. 5. 6.	
				13 13 6	On account of Mussalla.	
					13 13 6	- - Soodh 2d, Mussalla Assad and Falgoon Sood 2d, paid to Modee Baburjee.
					Rs. *a.* *p.*	Details:
					3 8 –	- - Goll, maund ½, and 1 ¼ seers.
					2 6 –	Ghee, seers 9.
					– 4 –	Deekamallee, seers ½.
					2 – –	- - Opium, 11 rupees in weight.
					– 4 –	Quicklime.
					– 4 –	Salt, seers 6.
					1 6 –	Mussalla.
					– 12 –	- Duglee and Turmaric and alum.
					3 1 6	- - Feeding for a filly, goats' milk and goor.
			147 3 6		13 13 6	13 13 6
2,930 14 3	880 4 –	456 13 9	335 13 9	Carried forward.		

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
2,930 14 3	880 4 –	456 13 9	335 13 9		Brought forward.
			121 – –		In the month of Chyter. - - Shravan Soodh 2d, grain purchased, manee 25 a hoondee was drawn in favour of Purekh Vunmallee Heergee.
			456 13 9		
		66 3 9			Total amount of grain and condiments, &c. in the Thana of Bhareea.
					Details:
			4 – –		In the month of Karteg.
				Rs. a. p.	
				4 – –	Grain, maund 6 ½, through Babajeerow.
			8 11 –		In the month of Magseer.
				8 11 –	- - Grain, manee 1 ¼, maund ½, and seer 7, by ready cash.
			28 2 6		- - In the month of Poush, grain, manee 4 ½, maund ¼, at 6. 10. of Bhooreea.
			16 – –		In the month of Maha, grain, manee 2 ¼.
			9 5 9		In the month of Falgoon.
				1 8 –	- - Vudh 7th, grain, manee ¼, maund ½, and seers 7, through Moodee Bhooreeoo.
				7 13 9	- - Mussalla previous to Karteg and to the end of Maha, paid through Moodee Bhooreeo.
					Details:
					Rs. a. p.
					1 12 – Goll, seers 11.
					1 12 – Deekamalee, blue-stone and articles, and through Babajeerow.
					– 13 6 Turmeric, seer 1 ¾.
					– 14 9 Opium, 5 ½ rupees in weight.
					1 8 – Ghee, seers 7 ½.
					– 3 6 Tobacco, seer 1 ¾.
					– 11 3 Peeth, maund ¾.
			66 3 9	9 5 9	7 13 9
		41 8 6			Grain and condiments supplied to the sowars of the Thana of Halole.
					Details:
			6 4 6		In the month of Bhadur Assud, Sumvut 1903.
				6 3 6	Grain.
					2 – – Bajree, maund 3 ¾.
					4 3 6 Mutt, maund 7 ½.
					6 3 6
				– 1 –	Condiments.
				6 4 6	
			6 11 6		In the month of Ashvin.
				6 3 9	Grain.
					1 11 – Bajree, maund 2, and seers 4.
					4 8 9 Mutt, maund 8.
					6 3 9
				– 3 9	Mussala.
				– 4 –	
				6 11 6	
			5 – –		In the month of Karteg.
				4 6 6	Grain.
					1 6 – Bajree, maund 1 ¾, and seers 6.
					3 – 6 Mutt, maund 5 ½.
					4 6 6
				– 8 6	Mussalla.
				– 1 –	To Bungeea.
				5 – –	
2,930 14 3	880 4 –	564 10 –	18 – –		Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
2,930 14 3	880 4 –	565 10 –	18 – –	Brought forward.	
			5 12 9	In the month of Falgoon.	
				Rs. a. p.	Grain.
				5 11 9	Rs. a. p.
					1 12 3 Bajree, maund 2 ½, seers 6.
					3 15 6 Mutt, maund 7 ¾, and seers 8.
					5 11 9
				– 1 –	Mussalla.
				5 12 9	
			5 2 9	In the month of Chyter.	
				4 14 6	Grain.
					2 12 9 Bajree, maund 3, and seers 8.
					2 1 9 Mutt, maund 2, and seers 8.
					4 14 6
				– – 9	Mussalla.
				– 3 6	- - Expense for heel ropes, watering rope, and repairing a leather nosebag, &c.
				5 2 9	
			6 6 3	In the month of Vysak.	
				6 5 3	Grain.
					3 10 – Bajree, maund 6.
					2 11 3 Mutt, maund 5 ¼, 6.
					6 5 3
				– 1 –	Mussalla.
				6 6 3	
			6 2 9	In the month of Jest.	
				6 – 9	Grain.
					3 – 3 Mutt, maund 5 ¼, and seers 8.
					3 – 6 Bajree, maund 7.
					6 – 9
				– 2 –	Mussalla.
	880 4 –	564 10 –	41 8 6	6 2 9	
479 11 9	On account of grass stacks, &c.				
	10 1 6	Grass purchased in the month of Kartey, by self (green grass).			
		1 – –	Soodh 8th, in cash, through Godajee.		
		1 – –	Soodh 10th - ditto - ditto.		
		– 3 6	Soodh 10th - ditto, through Kasseba.		
		1 4 –	Soodh 11th, through Godajee Row.		
		– 8 –	Vudh 1st, in cash, through Humeer Khan.		
		1 6 –	Vudh 4th - ditto, through Godajee.		
		– 8 –	Vudh 6th - ditto, through Humeer Khan.		
		1 8 –	Vudh 10th - ditto, through Godajee.		
		1 4 –	Vudh 11th - ditto - ditto.		
		1 8 –	Vudh 12th, Coolie hire for making a hedge for grass stacks, through Hussain Khan.		
		10 1 6			
	356 – –	Grass purchased in the month of Magsur.			
		5 – –	Advance paid to grass rickmakers, through Hussain Khan, chopdar on Vudh.		
		– 8 –	Vudh 5th, Coolie hire for making a hedge round the grass stacks (2 Coolies).		
		127 – –	For cutting 1,27,000 grass, Vudh 5th, through Jeebhoy Ramjee, and Oomed Arab, at 1 rupee per thousand.		
		223 – –	Vudh 12th, cart-hire, and making bundles of grass 1,29,775, at Rs. 1, 12. per thousand through Amodur Jumboawara.		
		– 8 –	Vudh 30th, Coolie hire for making a hedge for grass stacks, through Goreia Rana.		
		356 – –			
3,410 10 –	366 1 6	Carried forward.			

Rs.	a.	p.	Rs.	a.	p.				
3,410	10	–	366	1	6	Brought forward.			
			25	–	–	Vuisakh Vudh 30th, paid for making 40 huts to preserve the grass from grain, at annas 10 per hut.			
			88	10	3	Grass purchased for the Paga.			
						Rs. a. p.			
						55 7 6	Purchased from the village of Doodbea.		
							Rs. a. p.		
							50 – –	For cutting grass, Karteg Vud 2d, through Babajeerow.	
							5 7 6	Falgoon Soodh 6th, in cash.	
								Rs. a. p.	
								5 7 6	Provision supplied to the cartmen brought in Vath.
								Rs. a. p.	
								1 8 –	Flour of Indian corn, maunds 2 ¼.
								1 4 –	Doll of Ulud, maund 1 ½.
								2 8 –	Rice, maund 2 ½.
								– 3 6	Tobacco, seer 1 ½.
								5 7 6	
							55 7 6		
						13 10 3	Purchased from the village of Bahrain.		
							1 12 6	Falgoon Soodh 10th, grass purchased, paid to Modi Bhooria.	
							6 8 –	Chyter Soodh 2d, grass purchased, paid to Modi Huseekdass.	
							5 5 9	Karteg Soodh 12th, grass purchased through Modi Bhooria.	
							13 10 3		
						19 8 6	Grass purchased from Halal.		
							1 4 –	Bhadurwa Soodh 5th, St. 1903, paid to Humeer Khan.	
							1 – –	Asso Wudh 1st, through Behr Khan, for grass.	
							9 – –	Falgoon Soodh 7th, for purchasing grass, through Humeer Khan.	
							– 12 6	Chuter Vudh 13th, for purchasing the grass, through Modee Ruosikdas.	
							7 8 –	Vuishak Soodh 5th, for grass, through Beer Khan.	
			479	11	9	88 10 3	19 8 6		
50	8	–	Total amount of expenses, &c. in detail :						
			31	9	6	Total expenditure in Baroda.			
						5 9 –	In the month of Magsur.		
							1 1 –	Coir ropes purchased, Soodh 2d.	
								– 6 –	Two coir ropes for Vittoba's horse.
								– 11 –	One cotton rope to Humeer Khan.
								1 1 –	
							1 – –	Soodh 5th, rags for torch to Rame, torch-bearer.	
							2 – –	Vudh 3d, Doonguree cloth 24 hath (cubits), for making jhoorkee for Humeer Khan's horse.	
							1 8 –	Vudh 14th, clothing, &c. for Ahem Khan's horse.	
								– 6 –	For making a kurree to a bridle, through himself.
								– 8 –	Cloth head stall.
								– 10 –	Leder Gorbund.
							5 9 –	1 8 –	
						11 12 –	In the month of Poush.		
							9 12 –	Soodh 2d, Sumvut 1902, for a bridle, purchased through a blacksmith.	
							2 – –	Vudh 7th, Doongry cloth for making bhoorkee 21 hath (cubits), through Alum Khan.	
							11 12 –		
						7 12 –	In the month of Maha.		
							4 12 –	Vudh 3d, articles purchased by Godajeerao from Vora Kasumbhoy.	
							– 11 –	One cotton watering rope of 3 seers, given to Humeer Khan, Soodh 5th.	
							– 3 6	Soodh 6th, one currycomb, purchased through Khasdar Nagurreea.	
							2 1 6	Soodh 8th, soonturassee (paring hoops), through Nalbund Rehmon Khan.	
							7 12 –		
3,461	2	–	31	9	6	25 1 –	Carried forward.		

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,461 2 –	31 9 6	25 1 –	- - -	- - - Brought forward.
		– 14 6		In the month of Chuter.
			– 10 –	Soodh 5th, cotton watering ropes, through Rehman Khan, for Pellageerao's mare.
			– 4 6	Soodh 8th, one coloured melkhoreeo, for the mare of Borgeer Belu Khan.
			– 14 6	
		5 – –		Sawun Soodh 13th, two old saddle-cloths, purchased through Bheem Sing Chobdar.
		– 10 –		Bhaduwa Soodh 1st, for repairing leather bag, Pukal, through Goodajee.
			– 6 –	For repairing leather water bag, Pukal.
			– 4 –	- Ditto leather bucket.
		31 9 6	– 10 –	
	18 14 6	Total expenses in the Thannas, &c.		
		8 1 6	Total Expenses in the Thana of Dhoodheeya.	
			8 1 6	- - Falgoon Soodh 2d, through Kaseeba, from 2d Jest to the end of Maha, received from the Modees.
			Rs. a. p.	
			– 2 6	Dongaree cloth, two hath, for bandages.
			– 2 –	One iron curry-comb purchased.
			– 2 –	- - Hemp rope for heel-ropes for Humeenkhan's horse.
			– 12 –	One iron chain for Alum Khan's horse.
			5 2 –	- - Dungaree cloth, 60 hath, for horse belt and bandage.
			1 6 –	Soomturasee.
			– 7 –	One dullee, purchased through Khante Khan.
			8 1 6	
		10 13 –	Total Expenses in the Thana of Bareega.	
			1 15 6	Vudh 30th, paid to Babajee Rao Seeledar.
			1 – –	Hempen ropes sent for from Gogree.
			– 8 –	Hubasa, 12 in number.
			– 2 6	Repairing bridle.
			– 5 –	Doomturasee for five horses.
			1 15 6	
			8 3 –	Falgoon Soodh 1st, through Modi Bhooreeabhoy.
			1 6 –	- - Sweet oil, seers 19 ¾, for rubbing on horses' trappings.
			1 12 –	Sumturasee.
			5 1 –	- - Dungaree cloth, 55 ¾ hath or cubit, for making horse belts or bandages.
			8 3 –	
			– 10 6	Magsur Soodh 15th, to Babajee Suledar.
			– 2 –	Sweet oil, seer 1 ½.
			– 2 –	Dongree cloth, 2 hath.
			– 2 –	Twine, seer ½.
			– 2 –	One iron reaper's hook.
			– 1 –	One old curry-comb.
			– 1 6	One turakee.
	50 8 –	18 14 6	10 13 –	– 10 6
3,461 2 –	- - - Carried forward.			

Rs. a. p.					
3,461 2 –	- - - Brought forward.				
83 13 9	Expenses for horsemen coming from and going on duty.				
	Rs. a. p.				
	– 14 –	In the month of Magseer.			
		Rs. a. p.			
		– 7 –	Soodh 8th, Doodeeanee Kamgum, through Duleepsing.		
			Rs. a. p.		
			– 3 6	In Halol.	
				Rs. a. p.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	In Udadree Soodh 9th.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
			– 7 –	– 3 6	
		– 7 –	Vudh 11th, Bargeer Madhba came from Doodheea to Baroda.		
			– 3 6	In Malwa Vud 11th.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	In Halol.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
		– 14 –	– 7 –	– 3 6	
	1 4 6	In the month of Maha.			
		– 10 3	Soodh 5th, two sowers came with Kamgaree Thandar Trimbuckrao.		
			– 2 –	In Damawar.	
				– 2 –	Grain, seers 8.
			– 5 3	In Halola.	
				– 4 –	Grain, seers 16.
				– 1 3	Grass.
				– 5 3	
			– 3 –	In Jurod, Sood 14th.	
				– 2 –	Grain, seers 8.
				– 1 –	Grass.
			– 10 3	– 3 –	
		– 3 6	Soodh 15th, went back with the Thandar to Doodheea.		
			– 2 9	In Baroda.	
				– 2 –	Grain, seers 8.
				– – 9	Grass.
				– 2 9	
			– – 9	In Bareega, grass purchased.	
			– 3 6		
			One sowar came in on leave.		
		– 3 –	In Budadra.		
			– 2 –	Grain, seers 8.	
			– 1 –	Grass.	
			– 3 –		
		– 3 9	In Asada.		
			– 2 6	Grain, seers 8.	
			– 1 3	Grass.	
	1 4 6	– 3 9			
3,544 15 9	2 2 6	- - - Carried forward.			

Rs.	a.	p.	Rs.	a.	p.	
3,544	15	9	2	2	6	- - - Brought forward.
			29	2	6	In the month of Falgoon.
						Soodh 8th, through Bargeer Alum Khan.
						In Lumdee. — Grain, seers 4. — Grass.
						In Jahalol, for 17 days. — Grain, maunds 3½, 6 seers. — Grass.
						In Chanothlee. — Grain, seers 16, for two days. — Grass.
						In Vasvade, for four days. — Grain, maund ¾, 2 seers. — Grass.
						In Vududla. — Grain, seers 8. — Grass.
						Soodh 8th, Bargeer Ahun Khan came to Baroda with a pony, and brought certain goats of Pagadar.
						In Damavao. — Grain, seers 12. — Grass.
						In Halol. — Grain, seers 12. — Grass.
						In Kotumbee. — Grain, seers 12. — Grass.
						Two sowars, together with the Thanadar and a pony, proceeded from Baroda to Doodheea.
						In Leelore, for three days, owing to the river. — Grain, maund 1, 8 seers. — Grass. — For crossing the river.
						In Damowao Chundee, seers 16.
3,544	15	9	31	5	-	- - - Carried forward.

Rs.	a.	p.	Rs.	a.	p.	
			5	4	-	
				2	3	
				1	-	Grain, seers 4.
				1	3	Grass.
				2	3	
			3	12	3	
			2	2	9	Grain, maunds 3½, 6 seers.
			1	9	6	Grass.
			3	12	3	
				6	6	
				4	-	Grain, seers 16, for two days.
				2	6	Grass.
				6	6	
				11	6	
				7	6	Grain, maund ¾, 2 seers.
				4	-	Grass.
				11	6	
				3	6	
				2	6	Grain, seers 8.
				1	-	Grass.
			5	4	-	
				3	9	
				3	9	
				4	-	
				2	9	Grain, seers 12.
				1	3	Grass.
				4	-	
				4	6	
				3	3	Grain, seers 12.
				1	3	Grass.
				4	6	
			1	12	-	
			1	3	6	Grain, maund 1, 8 seers.
				5	6	Grass.
				3	-	For crossing the river.
			1	12	-	
				4	-	
			2	12	3	
			2	12	3	

Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,544 15 9	31 5 –	8. – .3	- - - Brought forward.
		1 13 3	- - Sood 10th, expense incurred by a sowar, who went to Loonawaree to bring a chest belonging to the thandar.
			Rs. a. p. | In Sadhelee.
			– 2 9 | Grain, seers 8. – 1 9; Grass. – 1 –. – 2 9
			– 3 – | In Rampoora.
			– 2 – | Grain, seers 8.
			– 1 – | Grass. – 3 –
			1 1 6 | In Loonawaree for 4 days.
			– 8 6 | Grain ¾, 2.
			– 5 – | Grass.
			– 4 – | Vutao (exchange) for 2 rupees. 1 1 6
			– 6 – | Expense incurred by him returning to Doodheea.
			– 3 – | In Rampuroo.
			Rs. a. p. | – 2 – Grain, seers 8. – 1 – Grass. – 3 –
			– 3 – | In Lazee.
			– 2 – | Grain, seers 8.
			– 1 – | Grass.
		1 13 3	– 6 – | – 3 –
		3 – –	- - Soodh 12th, expense incurred by Ahun Kan Sowar in going to Dubia with a letter from the thandar.
			– 3 – | In Moorgaee.
			– 2 – | Grain, seers 8.
			– 1 – | Ghaus (grass). – 3 –
			– 3 – | In Kahonsur Soodh 2d.
			– 2 – | Grain, seers 8.
			– 1 – | Grass. – 3 –
			– 9 – | In Jabooghoda.
			– 6 – | Grain, seers 24 for 3 days.
			– 3 – | Grass for 3 days. – 9 –
			– 3 – | In Turgolee.
			– 2 – | Grain, seers 8.
			– 1 – | Grass. – 3 –
			3 – | In Dholera.
			– 2 – | Grain, seers 8.
			– 1 – | Grass. – 3 –
3,544 15 9	31 5 –	12 13 6	1 5 – - - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,544 15 9	31 5 –	12 13 6	1 5 –	- - - Brought forward.
			– 3 –	In Vaghodeoo.
				Rs. a. p.
				– 2 – Grain, seers 8.
				– 1 – Grass.
				– 3 –
			– 7 –	In Dubhan for 2 days.
				– 4 – Grain, seers 16.
				– 3 – Grass.
				– 7 –
			– 8 –	In Sukheda for 3 days.
				– 6 – Grain, seers 24.
				– 2 – Grass.
				– 8 –
			– 3 –	In Khandeevaow.
				– 2 – Grain, seers 8.
				– 1 – Grass.
				– 3 –
			– 3 –	In Kandalee.
				– 2 – Grain, seers 8.
				– 1 – Grass.
				– 3 –
			– 3 –	In Jabooghode.
				– 2 – Grain, seers 8.
				– 1 – Grass.
			3 – –	– 3 –
		2 14 6		- - Soodh 14th, a Bargeer Behba brought some pepper of Godajeerao with a pony.
			– 5 –	Village of Aradra.
				– 3 – Grain, seers 14.
				– 2 – Grass.
				– 5 –
			– 12 –	At Halole, where the pony fell sick, consequently, for 2 days.
				– 7 – Grain, seers 28.
				– 4 – Grass.
				– 1 – Mussalla.
				– 12 –
			– 11 6	At Jurod for 3 days.
				– 7 6 Grain, seers 28.
				– 4 – Grass.
				– 11 6
			1 2 –	- - Returned back to the thana, at Doodheea, with the horse of Bargeer Madhba.
			– 6 –	At Jurodna.
				Rs. a. p.
				– 4 – Grain, seers 16.
				– 2 – Grass.
				– 6 –
3,544 15 9	31 5 –	15 12 –	2 14 6	– 6 – - - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		
3,544 15 9	31 5 –	15 12 –	2 14 6	– 6 –	- - -	Brought forward.
				– 6 –	At Hololee	
					Rs. a. p.	
					– 4 –	Grain, seers 16.
					– 2 –	Grass.
					– 6 –	
				– 6 –	At Adadra.	
					– 4 –	Grain, seers 16.
					– 2 –	Grass.
			2 14 6	1 2 –	– 6 –	
		– 10 –	Sood 15th, Rajah Shree Mularao and Peelageerao came from Baroda.			
			– 5 –	At Adadra.		
				– 3 –		Grain, seers 16.
				– 2 –		Grass.
				– 5 –		
			– 5 –	At Jurod.		
				– 3 –		Grain, seers 16.
				– 2 –		Grass.
			– 10 –	– 5 –		
		1 13 3	Vudh 1st, Bargeer A. 1, at Baroda, with a prisoner through Dulupsing.			
			– 13 3	At Bara.		
				– 9 3		Grain, maund 1.
				– 4 –		Grass.
				– 13 3		
			– 10 –	The Hololee's dawk removed their place to Doodheea.		
				– 3 3	At Vanslee.	
					– 2 3	Grain, seers 8.
					– 1 –	Grass.
					– 3 3	
				– 3 6	At Seemallee.	
					– 2 3	Grain, seers 8.
					– 1 3	Grass.
					– 3 6	
				– 3 6	At Duskota.	
					– 2 6	Grass.
					– 1 –	Grain, seers 8.
				– 10 –	– 3 6	
			– 3 –	At Adadra.		
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
				– 3 –		
			– 3 –	At Halol.		
				– 2 –		Grain, seers 8.
				– 1 –		Grass.
			1 13 3	– 3 –		
3,544 15 9	31 5 –	18 3 3.	Carried forward.			

Rs. a. p.	Rs. a. p.	Rs. a. p.				
3,544 15 9	31 5 –	18 3 3	Brought forward.			
		– 7 6	Vudh 3d, Dool Sowar came from Dhoodeer to Baroda to receive pay.			
			Rs. a. p.	Rs. a. p.		
			– 3 –	At Jurod.		
				– 2 –	Grain, seers 8.	
				– 1 –	Grass.	
				– 3 –		
			– 2 6	At Aradra.		
				– 1 9	Grain, seers 7.	
				– – 9	Grass.	
				– 2 6		
			– 2 –	At Halola.		
				– 2 –	Grain, seers 8.	
			– 7 6			
		2 15 –	Expenses incurred on the occasion of Khantekhan's going to Gogree with Dawk on Vudh 4.			
			1 14 –	Grain, mands 2 ½, and seers 9.		
			1 1 –	Grass.		
			2 15 –			
		– 15 –	Vudh 5th, service in Dubhoi, through B. Aba Sonajee.			
			– 3 –	At Damavao.		
				– 2 –	Grain, seers 8.	
				– 1 –	Grass.	
				– 3 –		
			– 3 –	At Versala.		
				– 2 –	Grain, seers 8.	
				– 1 –	Grass.	
				– 3 –		
			– 3 –	At Jurodna.		
				– 2 –	Grain, seers 8.	
				– 1 –	Grass.	
				– 3 –		
			– 6 –	Expences returning to Doodheea.		
				– 3 –	At Halol.	
					Rs. a. p.	
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
					– 3 –	
				– 3 –	At Damavao.	
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
			– 15 –	– 6 –	– 3 –	
		– 4 –	Vudh 6th, expences on account of a poney given to Thandar for two days.			
			– 2 6	Grain, seers 10.		
			– 1 6	Grass.		
			– 4 –			
3,544 15 9	31 5 –	22 12 9	– – – Carried forward.			

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*				
3,544 15 9	31 5 –	22 12 9	- - - Brought forward.			
		1 9 9	- - Vudh 7th, three horses brought by Kasceba and Babajee at Baroda with a filly.			
			Rs. a. p.	*Rs. a. p.*		
			– 8 –	At Seemlee.		
				– 5 6	Grain, seers 22.	
				– 2 6	Grass.	
				– 8 –		
			– 8 6	At Venchuramana.		
				– 5 9	Grain, seers 2.	
				– 2 9	Grass.	
				– 8 6		
			– 9 3	At Jurod.		
				– 6 3	Grain, seers 2.	
				– 1 6	Grass.	
				– 1 6	Mussalla.	
			1 9 9	– 9 3		
		4 12 6	- - Vudh 3th, expenses on account of a Goomashta, who went to take the accounts with the modees.			
			– 3 –	At Halole.		
				– 2 –	Grain, seers 8.	
				– 1 –	Grass.	
				– 3 –		
			– 2 9	At Damavao.		
				– 2 –	Grain, seers 8.	
				– – 9	Grass.	
				– 2 9		
			– 4 9	On his returning to Baroda, expenses at two halting places.		
				– 2 9	At Halole.	
					Rs. a. p.	
					– 2 –	Grain, seers 8.
					– – 9	Grass.
				– 2 –	At Adadra.	
					– 2 –	Grain, seers 8.
				– 4 9		
			4 2 –	Provisions, expenses for self and a servant for 17 days.		
				1 8 –	Kuneek, maund 1 (flour).	
				– 12 –	Rice, maund $\frac{3}{4}$.	
				– 8 –	Doll, seers 12.	
				1 2 –	Ghee, seers 5.	
				– 2 –	Mussalla.	
				– 2 –	Sweet oil.	
		29 3 –	4 12 6	4 2 –		
	16 6 –		Expenses in the month of Wysack.			
		1 12 –	- - For the three horses belonging to Trimbukrao, Pillajee, and Abba Mama, sent to Doodheea Shood 2d.			
			– 12 –	At Halol.		
				– 8 –	Grain, maund $\frac{1}{2}$, 5.	
				– 3 –	Grass.	
				– 1 –	Mussalla.	
				– 12 –		
			1 – –	At Adadra.		
				– 9 –	Grain, maund $\frac{1}{2}$, 5.	
				– 4 –	Grass.	
				– 3 –	Mussala.	
			1 12 –	1 – –		
3,544 15 9	47 11 –	1 12 –	- - - Carried forward.			

Rs. a. p.	Rs. a. p.	Rs. a. p.			
3 544 15 9	47 11 –	1 12 –	- - - Brought forward.		
		1 9 –	- - Chyter Sood 3d, expenses on account of Trimbuckrao, and his pony, and a mare, whilst coming from Doodheea to Baroda.		
			Rs. a. p.	At Khudadra.	
			– 12 –	Rs. a. p.	
				– 7 –	Grain, seers 22.
				– 3 –	Grass.
				– 2 –	Mussala.
				– 12 –	
			– 13 –	At Halole.	
				– 7 –	Grain, seers 22.
				– 3 –	Grass.
				– 3 –	Mussala.
			1 9 –	– 13 –	
		– 7 –	- - Soodh 6th, expenses on account of Humeerkhan, horseman, who brought a letter from the Thandar at Baroda.		
			– 3 6	At Adadra.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Halole.	
			– 7 –		
		– 12 6	- - Shoodh 15th, expenses on account of Bargeer Humeerkhan whilst going with Thandar from Baroda to Doodheea.		
			– 3 6	At Ralo.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Vassul.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 3 6	At Dumavow.	
				– 2 6	Grain, seers 8.
				– 1 –	Grass.
				– 3 6	
			– 2 –	At Bareea.	
				– 2 –	Grain, seers 8.
			– 12 6		
		– 10 6	- - Vudh 4th, Bargeer Humeerkhan came from Doodheea on dawk duty at Hulole.		
			– 3 –	At Adadra.	
				– 2 –	Grain, seers 8.
				– 1 –	Grass.
				– 3 –	
			– 7 6	At Halole for 3 days.	
				– 3 6	Grain, seers 16.
				– 4 –	Grass.
			– 10 6	– 7 6	
		11 3 –	- - Soodh 10th, Bargeer Khantee Khan and Balooba, who went on duty with Rusik Rambhai at Mardipoor, for 1 month and 7 days.		
			– 7 9	Grain, maund 14 3/4, and seers 2.	
			– 3 –	Grass.	
			– – 6	Musalla.	
		16 6 –	– 11 3		
3,544 15 9	47 11 –	- - Carried forward.			

Rs. a. p.	Rs. a. p.		
3,544 15 9	47 11 –		- - - Brought forward.
	36 2 9		Details of the expense on account of the Army account.
		Rs. a. p.	
		1 2 6	In the month of Kartey.
			Rs. a. p.
			1 2 6 - - Vudh 4th, Expense for Babajee Rao and Mullarao coming and going from Baroda to Doodheea, and returning.
			Rs. a. p.
			– 6 – At Adadra.
			Rs. a. p.
			– 4 – Grain, seers 16.
			– 2 – Grass.
			– 6 –
			– 4 6 At Halole.
			– 3 6 Grain, seers 17.
			– 1 – Grass.
			– 4 6
			– 8 – - - At Adadra, for 2 dak sowars who came to Dhordeea, expended there.
			– 5 6 Grain, seers 25.
			– 2 6 Grass.
			1 2 6 – 8 –
		3 9 6	In the month of Maha.
			– 8 6 - - Vudh 7th, Expenses for Alum Khan, who went to Loonawara for 13 days.
			– 6 6 Grain, seers 24.
			– 2 – Grass.
			– 8 6
			1 9 – - - Vudh 9, Expenses on account of Babajee Rao, who went to Loonawarra to make arrangements for the Moodee, for 9 days.
			– 1 – Grain, maunds 1 ¾; seers 2.
			– – 9 Grass.
			– 1 9
			1 8 – - - Vudh 12th, Expenses on account of Pillajeerao and Mularrao coming from Doodheea to Baroda, 3 stages.
			– 15 – Grain, maund 1⅛.
			– 9 – Grass.
			3 9 6 1 8 –
		9 5 6	In the month of Falgoon.
			5 4 – - - Soodh 13th, Bargeer Ahunkhan went to Loonwarra on duty with the thanadar, from Poush Vudh 5th, to Maha Vudh 5th, being one month.
			3 8 – Grain, maund 6¼.
			1 12 – Grass.
			5 4 –
			– 8 – - - Vudh 3d, Bargeer Khantee Khan went to Godra on duty for 3 days.
			– 6 – Grain, seer 4.
			– 2 – Grass.
			– 8 –
			3 9 6 - - Vudh 14th, Bargeer Babajee Rao, on the death of his mother, obtained leave for 25 days, and went home with a mare.
			2 5 6 Grain, maund 5.
			1 4 – Grass.
			9 5 6 3 9 6
3,544 15 9	83 13 9	14 1 6	- - - Carried forward.

Rs. a. p.	Rs. a. p.	Rs. a. p.				
3,544 15 9	83 13 9	14 1 6	- - - Brought forward.			
		5 15 3	In the month of Jest.			
			Rs. a. p.			
			– 13 –	Soodh 7th, Bargeer Babajeerao, on duty at Khimalee for 7 days.		
				Rs. a. p.		
				– 9 –	Grain, maund 1½, and seers 6.	
				– 4 –	Grass.	
				– 13 –		
			– 10 3	- - Soodh 8th, Bargeer Babajee Rao obtained leave for 5 days to remove the impurity arisen from the death of one of his relations.		
				– 6 6	Grain, maund ¾.	
				– 3 9	Grass.	
				– 10 3		
			2 – –	- - Soodh 12th, for 4 horses and a mare taken to Doodheea by 4 Bargeers, Dajeeba, Kasseeba, Mullar Rao, and Pillajee.		
				1 – –	At Halole.	
					Rs. a. p.	
					– 10 –	Grain, maund 1, and seer 1.
					– 4 –	Grass.
					– 1 –	Mussalla.
					1 – –	
				1 – –	At Adadra.	
					– 10 –	Grain, maund 1, and seer 1.
					– 6 –	Grass.
				2 – –	1 – –	
			2 – –	- - Vudh 5th, Bargeer Abba Ragejee went to Dubhoi on duty.		
				– 9 –	- - Coming to Baroda, expense for 3 days, at 3 annas per day.	
				– 12 –	Expense for going to Dubhoi for 3 days.	
					– 8 –	Grain, maund ¾, 5.
					– 4 –	Grass.
					– 12 –	
				– 11 –	Expense for going to Punt Doodheea.	
					– 3 –	At Jurrod.
					Rs. a. p.	
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
					– 3 –	
					– 4 –	At Adadra.
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
					– 3 –	
					– 1 –	Mussalla.
					– 4 –	
					– 4 –	At Dawavao.
					– 2 –	Grain, seers 8.
					– 1 –	Grass.
					– 1 –	Mussalla.
			*2 – –	– 11 –	– 4 –	
			– 8 –	- - Assad Sood 3d, Expenses of Bargeer Ragut Khan, who went to Doodheea.		
				– 6 –	- - At Halal and Adre Grain, seer 16, and	
				– 2 –	Grass for 2 annas.	
			5 15 3	– 8 –		
3,544 15 9	83 13 9	20 – 9	- - - Carried forward.			

Rs. a. p.	Rs. a. p.	Rs. a. p.	
3,544 15 9	83 13 9	20 – 9	- - - Brought forward.
		16 2 –	- - Paid to certain persons for services, but they have not produced their accounts.
		Rs. a. p.	
		11 – –	Falgoon, Sood 12th, in cash to the Thanadar of Bareea.
		2 – –	Vuisakh, Sood 4th, through Bargeer Vittoobah Dhungur.
		– 8 –	Month, through Kasseeba Pole.
		1 4 –	Assad, Soodh 2d, through Bargeer Balooba.
		1 – –	Assad, Soodh 2d, to Bargeer Rehmunkhan.
		– 6 –	Shravun, Soodh 1st, to Bargeer Alumkhan.
	83 13 9	36 2 9	16 2 –
133 11 6	Presents, gifts, donations, &c. for 12 months.		
	35 – –	In the month of Kartey.	
		30 – –	- - Soodh 1st, to Purseekh Jaggeewundass Kandass, for his vestments, on the occasion of Dewallee, through Ghirdhur Parekh.
		2 – –	- - Soodh 3d, to Naikun for silk lace, on the occasion of Dewalee, through Ghawdrup.
		1 – –	Shoodh 6th, present to Jassood Ramjee, of Huzoorat.
		1 – –	Shoodh 7th, present to Nurukhwalla Khojgee Humeerkhan.
		1 – –	Shoodh 9th, present to Sircaree Chobdar Bahdur Khan.
		35 – –	
	12 12 –	In the month of Massur.	
		– 8 –	Shoodh 1st, present to the barber of Rajeh Shree Sumputrambhoy.
		10 – –	Shood 10th, to the fukeers on the occasion of Mohrum.
		4 8 –	- - In cash, through Godajeerao, for the purpose of distributing among the people.
		– 8 –	Chobdar Hussumkhan.
		– 8 –	Bandar Chottekhan Huzoorat Walla.
		3 – –	Jassood.
		1 8 –	In cash, through Godajee.
		10 – –	
		1 – –	Shoodh 11th, to Mulek, a gatekeeper of the Laleepura-gate, for a fukeer.
		1 4 –	Shoodh 12th, in cash to the Bhugut of Khanderao.
		12 12 –	
	32 – –	In the month of Chyter.	
		10 – –	Shoodh 2d, presents through Raghojee.
		5 – –	- - Shoodh 5th, presents to the Jassood of the kutcherry, through Hunoomutrao.
		2 – –	Shqodh 6th, present to the chobdar of Residents, through Bapoo.
		– 4 –	- - Shoodh 7th, to Jeebhaee, patell of the village of Jamboowara, for Kunkotree, through Bapoo.
		3 – –	- - Shoodh 10th, paid for copying the accounts to send to the authorities, through Lalajee.
		2 – –	- - Paid to Khidmutgar Khundoobah, who brought sugar-candy from Shenout Abba Sahib, on the occasion of the Oochun for his son, Shoodh 12th.
		– 12 –	- - Shoodh 13th, paid to Bhungheea, for taking the carcase of a filly from the river.
		4 – –	Shoodh 15th, present to Bhimsing, the chobdar of Huzoorat.
		3 – –	Vudh 2d, to dancing girl, Kesumkore.
		2 – –	Shoodh 13th, to the Chabookswar (horseman), through Hussumkhan.
		32 – –	
	1 – –	Vuisakh Shoodh 2d, present to chobdar Hatteekhan.	
	12 – –	In the month of Jesh.	
		2 – –	Shoodh 12th, present to Khidmutgar Ballojee Neesbut Sirkar.
		5 – –	- - Vudh 5th, for the tidings of the birth of the son of Shreemut Appa Saheb, through Khundba.
		5 – –	- - Vudh 7th, to Modee Dulsookh Bhanna, for a turban, on the occasion of Dewalee.
		12 – –	
3,678 11 3	92 12 –		- - - Carried forward.

Rs. a. p.	Rs. a. p.	
3,678 11 3	92 12 –	Brought forward.
	22 – –	In the month of Assad.
		Rs. a. p.
		20 – – Shoodh 2d, to Vukeel Chottalal, for his garments, on the occasion of Deewale, through Godajeerao.
		2 – – Shoodh 14th, present to Jassood Ramjee, of Huzoorat.
		22 – –
	18 15 6	On account of the Lushkurat Doodheea.
		9 – – Kartey Soodh 2d, for two turbans, through Modee Babeejee.
		Rs. a. p.
		6 – – A turband when the account was opened with him, through Godjeerso.
		3 – – Ditto, on the occasion of Deewale, through Trimbuckrao.
		9 – –
		– 14 – Kartey Sood 8th.
		– 4 – Opium, 1½ rupee in weight.
		– 10 – Sandlewood.
		– 14 –
		– 9 6 Magsur Shoodh 8th, paid to Mudarrao for the fukeer on the occasion of Mohrum festival.
		7 8 – Poush Soodh 2d, the Raja of Bareea came to the Paga, his expenses, through Trimbuck Row Pole.
		3 – – Opium, 18 rupees in weight.
		1 – – Sugar-candy and sugar.
		1 – – Charolee and cocoa-nut.
		1 – – To Khidmutgar.
		1 – – To boy and barber.
		– 8 – To Chobdar.
		7 8 –
		– 8 – Mahasoodh 5th, Dhurmada to Telia Brahmin.
		– 8 – Falgoon Shoodh 14th, present to Motiram, a Brahmin of the Thandar of Baria.
	133 11 6	18 15 6
50 – –		Purchase of horse, &c.
		50 – – Jett Soodh 2d, a cream-coloured mare, bought from Rehmuth Khan, horseman.
18 3 6		Detailed account of mourning.
	1 12 –	Magsur Soodh 5th, duck mutta, or mourning turban, given on the death of Jooman, patel of the village of Jumboovada, on the occasion of mourning for him.
		1 8 – One turban.
		– 4 – To the Brahmin.
		1 12 –
	13 3 6	In the month of Poush.
		10 – – Shoodh 8th, a white dupatta, given Gorajee Rao, on account of mourning for Shreemunt Rao Maharaj.
		1 8 – Shoodh 10th, mourning on account of the mother of Sudba Guicowar, given Bhuwan Rao.
		1 11 6 Shoodh 12th, mourning for the mother of Luxmon Pagedar, given to Godajee Rao.
		13 3 6
	1 12 –	Assud Soodh 14th, a turban mourning for Tickum Kassedass, a patell of the village of Kasseepura, given to Siledar Bhow.
	1 8 –	Assud Soodh 15th, a turban for mourning on account of Rugha Goolab, patell of the village of Amodhur, given to Molek Putawala.
	18 3 6	
3,746 14 9		Carried forward.

Rs. a. p.				
3,746 14 9	Brought forward.			
57 – –	Presents on feasts and particular occasions throughout the year.			
	Rs. a. p.			
	29 14 –	Poush Vudh 2d, present to Shreemut Gunputrow, on the occasion of his sitting on the Gadi, through Gorajee.		
		Rs. a. p.		
		7 – –	Turban.	
		16 10 –	Dupoto.	
		6 4 –	Gold putter.	
		29 14 –		
	1 8 –	Maha Soodh 7th, a turban to Malek Putawala, on the occasion of the marriage of his sister, through Gorajee.		
	5 10 –	Vuisakh Soodh 8th, present to Siladar Baba Jirao, on the occasion of his marriage, through Godarirao.		
		2 12 –	Turban.	
		2 10 –	Saree.	
		– 4 –	Khund.	
		5 10 –		
	10 – –	Jeth Sood 6th, present to Godgusta, brother of Roognathrao, on the occasion of his marriage, through Appa.		
	10 – –	Sawun Soodh 2d, paid on the occasion of the mourning of the son of the Karbaree of the Furneivess, through Nana.		
	57 – –			
20 12 6	On account of alms; total amount.			
	1 2 –	Poush Soodh 7th, Asameewar.		
		Rs. a. p.		
		– 4 –	To Bhut Oomedram Nisbut Rajah Shree Samputram.	
		– 8 –	To Bhut Nathooram.	
		– 6 –	To Oditram, who brought a kunkotum of Dajee Patell of Amodhur.	
		1 2 –		
	5 – –	Maha Soodh 5, for worship.		
		3 – –	Ottumram.	
		2 – –	Dukhsna for Supt Dhean, through Mutha Jossee.	
		5 – –		
	11 – –	Chinter Soodh 2d, utensils for the use of.		
		1 – –	Drinking, through Veragee.	
		10 – –	To the Bhugut of Shree Vunketess Balajee, through Govinda.	
			Rs. a. p.	
			8 – –	Bhet, present to Balajee.
			2 – –	Vudaguree to Bhugut.
			10 – –	
		11 – –		
	– 8 –	Sawun Vudh 8th, to Veragee Roopadas, on the occasion of the Ochus of Junum Ushtamee.		
	3 2 6	Alms on account of the Lushkur.		
		3 2 6	Falgoon Soodh 15th.	
			– 2 –	Ghurrunnee Dukhshna, through Trimbuck Bhutjee.
			2 8 –	Bread for dog, 2 seers per day, 1½ maunds per month; so for five months, being 3¾ maunds, at 1½ maunds for a rupee.
			– 8 6	Provision to Tellia Brahmin.
			Rs. a. p.	
			– 5 –	Kumuk, seers 8 (flour).
			– 1 9	Doll, seers 3¾.
			– 1 9	Rice, seers 8.
	20 12 6		3 2 6	– 8 6
3,824 11 3	Carried forward.			

Rs.	a.	p.		Rs.	a.	p.	
3,824	11	3	- - - Brought forward.				
27	8	–	Annual expenses incurred on account of buildings.				
				6	–	–	Kartey Soodh 5th, tile turning for last year, through Cartman Rama and Govinda.
				1	8	–	Shoodh 8th, Coolie hire for making a wall to the kothar (granary), through Chobdar.
				1	–	–	Jeth Soodh 1st, 20 clay pipes for the gutter of the Paga, through Chobdar Hhussonkhan.
				4	–	–	Jeth Vudh 7th, tile turning of Paga, through Rama Cartman.
				15	–	–	Assud Soodh 2d, clay pipes, 6,000 for Paga, at 2½ rupees per thousand, through Chobdar Ramsing.
				27	8	–	
27	1	6	Expenses incurred on account of lights, &c., throughout the year.				
				2	–	–	Kartey Soodh 2d, for castor oil, through Godajee.
				2	1	–	Magsur Soodh 11th, for castor oil, through Raejee.
				2	–	–	For castor oil.
				–	1	–	Castor oil for torch.
				2	1	–	
				2	–	–	Mahsoodh 7th, castor oil, through Godajee.
				2	–	–	Falgoon Soodh 10th, ditto through ditto.
				2	2	6	Churtur Soodh 11th, ditto through ditto.
				2	–	–	Castor oil.
				–	2	6	For torch.
				2	2	6	
				2	–	–	Vuissack Soodh 8th, through Gogajee.
				2	–	–	Jeth Soodh 4th, castor oil, through ditto.
				2	–	–	Assad Soodh 13th, ditto through ditto.
				2	–	–	Sawun Soodh 5th, ditto through ditto.
				2	–	–	Bhadurway Soodh 8th, ditto through ditto.
				6	14	–	On account of the light to Lushkur.
				6	6	–	Castor oil, maund 1⅓ and 3 seers, supplied to the Thana of Doodheea, from the month of Assod to the end of Falgoon, through Modee Baburjee.
				–	8	–	Ditto, seers 7¼, at the thana of Bareea, from the beginning of Poush to the end of Falgoon.
27	1	6		6	14	–	
18	11	9	Expenses incurred on account of Festivals.				
				2	–	–	Poush Soodh 7th, on account of Sunkranti expense.
				–	8	–	For quarters.
				–	8	–	Sundries.
				–	8	–	For two annas.
				–	8	–	Tul and sugar-candy.
				2	–	–	
				1	12	–	Falgoon Soodh 15th, expenses on account of Seemdha.
				–	12	–	To the Khasdar for Ghot, through Isoo.
				1	–	–	To Fuleewala of Godajirao for ditto.
				1	12	–	
				2	8	–	Chuter Soodh 1st, expenses on the occasion of Godei purwa.
				–	8	–	Before the flags.
				–	8	–	Before Dufter.
				–	4	–	Ditto Drums.
				–	4	–	Ditto Aftabjoree; ditto umbrella.
				–	8	–	Kettle-drums.
				–	4	–	Chhudee.
				–	4	–	Dukhsna present to Brahmin.
				2	8	–	
3,898	–	6		6	4	–	- - - Carried forward.

Rs.	a.	p.	Rs.	a.	p.		Rs.	a.	p.		Rs.	a.	p.	
3,898	–	6	6	4	–	- - - Brought forward.								
			12	7	9	On account of the Lascar's expenses.								
						Kartey Soodh 2d.	5	9	6					
										Dan (present) to the Khasdass.	1	–	–	
										Provision to Khasdar on the occasion of Dewali.	3	9	6	
										Gheer, seers 5 ½.	1	5	–	
										Ghool, seers 5 ¾.	–	14	9	
										Kumak, seers 13 ½.	–	8	–	
										Doll, seers 3.	–	2	6	
										Rice, seers 5.	–	3	–	
										Dukshanna to Brahmin, on the 1st of Soodh.	–	8	–	
											3	9	6	
										Presents to the Khasdar, on the occasion of Dusseera, through Kasseeba.	1	–	–	
							5	9	6					
						Poush 7th, on the occasion of Tillsunkrant, through Trimbuckrao.	1	15	9					
						In the Thana of Doodhera.					1	6	–	
										Brahmin Dukhsna.	–	12	–	
										Sweet oil, seers 3.	–	2	–	
										Ghol, seers 3.	–	8	–	
											1	6	–	
						Brahmin Dukshna, at the village of Banca, through Babajeerao.	–	9	9					
							1	15	9					
						Maha Vud 14th, Expenses on occasion of Seevratee.	1	4	3					
						At the village of Doodheea.					1	1	9	
										Date for Fural, seers 10	–	10	–	
										Provision, &c. to Brahmin.	–	7	9	
											1	1	9	
						At the village of Bareeah Date, seers 2 ½.	–	2	6					
							1	4	3					
						In the month of Falgoon Soodh 15th.	3	10	3					
						Paid to Khasdars for Ghok for two years, through Kussuba.	2	–	–					
						- - Ditto - for Ootasnee Poonja, through Trimbukrao.	–	6	3					
										Cocoa-nut, seers 3.	–	4	–	
										Poonja Bhet and Dukshna.	–	2	3	
											–	6	3	
						Ditto to the village people for Ghoth.	1	4	–					
										Ghool, seers 6.	–	8	–	
										Paid to the Coolies.	–	4	–	
										Paid to the Peon of Thandar.	–	8	–	
			18	11	9		12	7	9		3	10	3	1	4	–
22	12	–	Expenses on account of records, writing paper for Duftur.											
						In the month of Kartey, Soodh 9th.	1	10	–					
										Paper, 1 quire of first sort.	–	10	–	
										Ditto, 1 ¾ ditto of common sort.	–	10	–	
										Ink, 1 pint, seer 1 ¾.	–	6	–	
							1	10	–					
			1	3	6	In the month of Magsur.								
										Half quire coarse paper.	–	3	–	
										One and a half quire of first sort, at 11 annas per quire.	1	–	6	
							1	3	6					
3,920	12	6	2	13	6	- - - Carried forward.								

Rs. a. p.	Rs. a. p.		
3,920 12 6	2 13 6	- - - Brought forward.	
	1 3 –	In the month of Poush.	
		Rs. a. p.	
		– 10 –	One quire of first sort.
		– 9 –	One and a half course, at 6 annas.
		1 3 –	
	– 15 –	Maha Soodh 2d, quires 2½, at 6 annas per quire.	
	1 1 –	Falgoon Vudh 2d, quires 2½, at 7½ annas per quire.	
	1 1 –	In the month of Chyter.	
		– 10 –	Sood 5th, 1 quire of 1st sort.
		– 7 –	Vudh 5th, 1 ditto, coarse.
		1 1 –	
	2 4 –	In the month of Vysak.	
		– 7 –	Sood 5th, 1 quire, coarse.
		– 4 –	Sood 6th, half quire.
		– 5 –	Sood 7th, half ditto of 1st sort.
		1 4 –	Sood 15th, a book for the private account of Godajee Rao.
		2 4 –	
	1 6 –	Jest Sood 8th, 2½ quires of paper, at 10 annas per quire.	
	3 12 –	In the month of Assad.	
		2 4 –	Soodh 5th, 3 quires of 1st sort, at 12 annas per quire.
		1 2 –	Three quires, coarse, for rough accounts.
		– 6 –	Ink, 1 bottle.
		3 12 –	
	2 14 –	In the month of Shrawun.	
		1 6 –	Soodh 3d, 2 quires, at 12 annas and 10 annas.
		1 2 –	Soodh 12th, paper, 2 quires, for writing accounts.
		– 6 –	Two Pasteboards.
		2 14 –	
	– 15 –	In the month of Bhadurwa, Soodh 7th.	
		– 10 –	One quire of 1st sort.
		– 5 –	One ditto, coarse.
		– 15 –	
	3 – –	In the month of Ashvin, Shoodh 7th.	
		1 8 –	Two quires of 1st sort, at 12 annas per quire.
		– 12 –	One ditto - ditto - - - ditto.
		– 12 –	Two ditto, coarse, at 6 annas per ditto.
		3 – –	
	1 7 6	Paper supplied on account of Lushkur.	
		– 14 6	At Doodhera, 2 quires, through Kaseeba Pole.
		– 9 –	At Baneeba, 1½ quires, at 6 annas.
	22 12 –	1 7 6	
– 12 6	Expense account at Baroda.		
	– 12 6	Viusakh Soodh 5th, horse trappings for Bargeer Vittooba Dhunge:	
		– 6 –	Bridle, 1, rein of.
		– 3 6	Kakhun watering rope of cotton thread.
		– 1 6	One Balatumjee of ditto.
		– 1 6	One Malkhoreed to Russeekram.
		– 12 6	
3,921 9 –	- - - Carried forward.		

Rs.	*a.*	*p.*							
3,921	9	–	- - - Brought forward.						
1,969	4	9	Regarding Pay to Persons from the end of Chyter to the end of Assud, with interest:	Principal Amount.			Interest.		
			To Raza Shree Goorajee Rao, on a promise of 25 rupees being repaid daily - - - -	*Rs.* 1,000	*a.* 6	*p.* –	*Rs.* 241	*a.* 6	*p.* 6
			Bapoo Pole - - - -	62	8	–	1	9	–
			Gunputi Pole - - - -	10	–	–	–	14	3
			Sutwajee Pole - - -	45	–	–	1	8	–
			Kasseeba Pole - - -	27	1	6	1	–	–
			Sular Row Pole - - -	40	2	6	2	5	6
			Peelajee Rao Pole - - -	15	1	–	–	11	9
			Bapoo Balajee - - -	31	13	–			
			Bargeer Ishooba Dhun - -	21	4	–	–	13	3
			Bargeer Azumkhan - - -	17	–	–			
			Bargeer Ahunkhan - - -	3	8	–	–	2	–
			Bargeer Shumunkhan - o -	49	8	–	10	12	–
			Selledar Buhwuntrao - -	92	15	6	9	10	–
			Chobdar Ramsing - - -	9	–	–	–	7	3
			Seeladar Bhoorao - - -	20	13	–	–	13	6
			Bargeer Balooba - - -	9	–	–	–	5	–
			Bargeer Rehmutkhan - -	6	–	–	–	5	6
			Molubdar Sudba - - -	3	–	–	–	2	6
			Bheestee Mahomed (water man)	2	–	–	–	1	9
			Khedmutgar Padoogadeewun Ramjee - - - -	18	8	–	2	8	–
			Peon Shummud - - -	28	4	–	–	14	6
				1,492	14	6	276	6	3
				276	6	3			
			Account with Firm:	1,769	4	9			
			Vukeel Chottalal - - -	150	–	–			
			Purekh Jugabhaee - - -	50	–	–			
				1,969	4	9			
				206	6	3			
				1,692	14	6			
			Details ·						
			Principal Amount - - -	1,692	14	6	(*Rs.* 1,692. 14. 6.)		
			Interest - - - - -	276	6	3			
				1,969	4	9			
			1. In the account it is entered to Gunputrow Pole, that when the money due to Juveree Kalidass Doolubh shall be paid, with interest, the agreement is dissolved.						
			1. When the Modees of Thana Doodhea and Bareeya's account are made up, from the first of Chyter to the end of Assad, then the agreement is at an end.						
			1. When the account of the Modee of Baroda Dilsookh Koober shall have been paid, then the agreement is at an end.						
5,890	13	9							
20,704	2	6							
1,573	4	9	Interest upon the former balance, and above net.						
22,277	7	3							
63	15	6	An item of 61 rupees, the patells of Kasseepoora having made an agreement for five years, they paid to Gorajee.						
22,341	6	9							

Rs.	*a.*	*p.*	
61	–	–	Punt Turban, and 5 Dupottas.
2	15	6	Interest.
63	15	6	

Deduct from this,
Net Receipts in the year above stated.

(continued)

Rs.	*a.*	*p.*				
5,064	–	6	Amount recovered from the three villages in the year Sumbut 1904.			
			Rs.	*a.*	*p.*	
			2,690	11	6	Collected from the village of Kasseepoora.
			1,821	5	–	- - Ditto - - village of Amodhur.
			527	–	–	- - Ditto - - village of Jambowarra.
			5,039	–	6	
			25	–	–	Fine from Puthan Kadurkhan, of Ahmodur.
			5,064	–	6	
84	8	6	Loss on weight of 30 seers.			
			13	6	6	From the Modee of Baroda.
			71	1	9	- - Ditto - - of Dhoodheea.
			84	8	6	
452	3	–	Deducted from the six months' pay of the Modee and horsemen.			
279	10	6	Interest on net collections to the end of Ashven.			
5,880	3	6				

Rs.	*a.*	*p.*	
259	8	6	Interest on *Rs.* 5,064 – 6 recovered.
20	2	–	Ditto on - - 452 – 3 net.
279	10	6	

Net Balance to be recovered, with interest, *Rs.* 16,461. 3. 3. (sixteen thousand four hundred and sixty-one, annas three, and pies three), on the 30th Ashven Vud Sumvut 1904.

(True translation.)

(signed) *J. T. Jameson*, Commissioner.

(C.) 1.

TRANSLATION of the Summary drawn up by *Nursoo Punt*, regarding the Paga of Soobunjee Pole, in June 1848.

Para. 1. SEVERAL years prior to Sumvut 1896, (1839–40), the paga had been entirely ruined, and the smaller villages were annexed to the Guicowar Government. In 1846 Mr. Sutherland having made a settlement, re established the paga, and made over the Damalla village to the Pole. To re-establish the paga the Resident had expended part of the 14,387 rupees which had been deducted from the Guicowar Sircar on account of the Nemnook for Sumvut 1895–96, (A. D. 1837–38–39), because the Damalla villages had been in the possession of the Durbar during those two years, and which sum had been deposited with Parukh Kandass Wagjee, and the latter individual was appointed the sole parukh of the Pole.

2. Regarding the appointing of Kandass Wagjee, the sole parukh of the Pole, the written agreement of both parties was taken in the presence of the Resident, and a report of the circumstance, along with the translation of the two agreement bonds sent into Government on the 4th December 1839. From this time the above-mentioned parukh was in the habit of managing the Dumalla villages; and the Pole also transacted all his money dealings through him. In this manner the management was conducted up to the year Sumvut 1900, (A. D. 1844.) In the interim the Pagadar Soobanjee died, and he was succeeded by Gorajee as pagadar, who was anxious to make the villages over to the management of another parukh, which Mr. Remington would not allow him to do.

3. As detailed in the above para., the management was conducted for five years, and the yearly rents during that period are enumerated in the margin. After deducting from the *Rs.* 14,387. 8. (which had been originally paid to the parukh), the amount that had been expended in raising the paga again, it would appear that up to the end of Sumvut 1900, this balance, and the whole of the yearly rents (above detailed), had been expended, and that the pole in addition owed the parukh the sum of 1,100 rupees. This is attributable to the diminution of rents during two successive years. After this the Pole and the parukh had frequent misunderstandings. The pole complained that the parukh had handed over the villages

Rs.	*a.*	*p.*		
5,851	14	9	- Sumbut	1896
3,696	11	6	- „	1897
5,072	12	9	- „	1898
4,932	6	9	- „	1899
3,236	14	9	- „	1900
Rs. 22,790	12	6		

villages to be farmed for the net produce, which was the sole cause of the diminution in the rents; while the parukh represented as the cause of dispute that he would not lend the Pole whatever sums he wanted, and added, that whatever might be the produce of the villages was credited to his account. On looking into the matter, it appears that the Pole, from incapacity, is unable to manage them, and the parukh is very careless in collecting the rents of the villages; his sole object being to secure good interest. Mr. Ogilvie was informed that the former balance had been expended, and that consequently there was a drawback to the maintenance of the paga, and that some arrangements were required to be entered into. For the above reasons Mr. Ogilvie caused the Pole to enter into an agreement, and farmed out three of the Damalla villages for seven years, from the Sumwut 1901 (A. D. 1845), to Mooljee Muckondass, patell of the village of Casseepoora, patells Rugoonath, Meetha, and Dessaee Vulubh, for a yearly rental of 5,700 rupees, and took banker's security for the first year's rent. Regarding the diminution in the rents of the villages, Mr. Ogilvie turned his attention towards obtaining from the Guicowar Sircar the 1,000 rupees per annum formerly agreed on, and reported the same to Government. Mr. Ogilvie paid no attention to the request of the Pole, that he might have another parukh, and that Kandass Wagjee should be changed. Kandass Wagjee was then directed to pay the Pole 800 rupees, to purchase horses in place of several which had died in Sumwut 1901; and the expenses of maintaining the paga were disbursed by the parukh.

5. When Sir R. Arbuthnot came here the Pole was always importuning him to change his parukh, but he would not give his consent; however, when he persisted in his request, he told him that if he wished to change his parukh, he must first square his account with Kandass Wagjee, pay up the balance due to him, when he might appoint any one his banker whom he chose, but that the Resident would have nothing to say in the arrangement. On this he employed another parukh, and made him draw up a written agreement, which he brought for the Resident's inspection, but the Resident, without looking at it, said that this was no business calling for his (the Resident's) interference. The parukh and Pole then told the Resident that unless he (the Resident) gave his assurance that there was no obstacle to the parukh taking the management of the paga villages, and the chittee, and of their continuing in his possession, that no one would undertake the business. This dispute continued for six or seven months, and the paga became much distressed from want of funds; on which the Resident, without paying the slightest attention to what sort of an agreement had been entered into between the Pole and the parukh, merely wrote a sherra at the bottom of the written bond given by the Pole to the parukh, to the effect that the Government guarantee was secured to it. The contents of it appear written below.

The Parukh, &c. A translation of this agreement was prepared and sent in to Government by Mr. Andrews on the 13th August 1846.

After this was effected the Pole's villages, and the management of the paga, from Sumwut 1902 (A. D. 1845-46), was conducted by Chotta Lall Kussun Lall, the agent of Parukh Jugjeewun Kandass, and the Resident had no concern whatever in any of the money transactions which took place between the parukh and the Pole, or in the management of the villages.

6. Afterwards Mr. Andrews was informed, that owing to the incapacity of the Pole from the parukh's taking the management of the villages, he was becoming more deeply involved in debt every day, and that if no investigation was made into the matter the paga would be brought to a standstill, on which, on the 13th August 1846, he wrote in to Government a letter, No. 187, in which he submitted as his opinion that some settlement should be come to, to which a reply, No. 313, dated 22d January 1847, was received. On this the kamdar of the parukh of the Pole was summoned to the Residency, and the accounts demanded; when he brought the "talebund" (abstract of receipts and expenditure of revenues for the past year) for the Sumwut 1902. From this it appeared that up to the end of Sumwut 1902, the sum of *Rs.* 10,269. 12. was due by the Pole. On this it was clear that, without first consulting Government as to their decision on the subject of the Pole's "chittee," no composition could be entered into with the above-named parukh, on account of his present claims. As there was a very large overplus on the debit side of the Pole, the kamdar was asked why the whole produce of the villages, agreeably to the amount stated in the lease, was not collected, but only *Rs.* 4,373. 15. 9. credited; he replied that the patells, the holders of the lease, had given no security in case of bad crops, and that they had consequently broken their contract, kept the farm in hand, and only paid in the produce derived from farming them. After this he showed the account for Sumwut 1903, in which the produce of the villages for that year was shown to be *Rs.* 2,844. 14, making for both years a total of *Rs.* 7,218. 13. 9, and a deficit in the amount of the rents, agreeably to the lease, of *Rs.* 4,181. 2. 3. This is a statement of his case.

7. In short, the parukh and the Pole managed these affairs themselves, and, among other things, broke the contract which they had given to the lessees. On sending for the lessees to inquire into the matter, they stated that the produce of the farms in Sumwut 1902 was very small; and Gorajee had told them, that unless they took the lease that the villages could not be got out of the hands of Kandass Wagjee, and that if there was a deficit in the amount of rents that they would not be called upon to make it good. On seeing that the net produce only would be exacted from them, they had taken the villages; they had no

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connexion whatever with the lease The parukh and the Pole also stated the case in this manner. Now, if the crops were bad, and the lessees not having furnished security, they had taken the management of the villages into their own hands, yet this circumstance was never reported to the Resident. The Resident has now instructed the parukh who manages the villages that the rents are to be collected as agreed on in the lease, to which he replied that he had represented the circumstance to Sir R. Arbuthnot, but had no proof thereof. Now, if he had stated the circumstance to the late Resident, an inquiry would have been forthwith instituted into the amount of rent stated in the lease, and any just abatement, up to the present time, made therefrom, to relieve him from the oppression of bad seasons, whereas the lease would not have been entirely upset. In the Sumvut 1902 the lease was broken, and in 1903 the management was conducted on the net produce system, consequently the rents are shown to amount to only one half. This mismanagement is entirely attributable to the incapacity of the Pole, and the cunning designs of an interested parukh. The year Sumvut 1904 has now gone by, and the lease has been again broken; this ought not to be approved of. The Resident directed that the full amount agreed on in the lease was to be recovered; but, up to the present time, the account of the actual produce, in figures, for the year Sumvut 1904, has not been received, but, by a rough estimate, about 5 200 is the amount. They say that the amount of rent for one year only is stated at 5,378 rupees.

8. The parukh, up to October, Sumvut 1903 (A. D. 1847), shows a balance of 15,000 rupees due by the Pole to him, but does not produce a full and correct account to prove it, but merely gives in a yad, stating the rough estimate of the amount due. The parukh feels confident he has the Resident's bahandurre (guarantee) for the recovery of the debts due to him, while the opinion of Sir R. Arbuthnot is, that no interference is ever made in respect of debts, and that as long as the paga is maintained properly, the parukh can retain possession of the villages and chittee.* If during the proper maintenance of the paga the possession of the villages is to be withdrawn from him, then he ought to have the amount due to him paid.

* Draft.

9. The following settlements of the case are proposed:

1st. The parukh, of his own pleasure, having lent money to the Pole, he got the management of the villages under his sole control. For this reason it is necessary to strike out all interest, premium, the yearly pay of 200 rupees in lieu of surpao, and, after a regular overhauling of the account has been made, the settlement of the old debt must be effected, and the parukh made to resign the management of the villages.

2d. Another way to settle it is this: from the Sumvut 1904 some definite amount of rent should be decided on, which the parukh must agree to; and, according to the agreement entered into in the time of Sir R. Arbuthnot, a monthly allowance of 450 rupees must be granted to the Pole, and more than that sum must never be given him without the Resident being made acquainted with it. It is needless to give oneself any trouble regarding the amount due by the Pole at the end of Sumvut 1903. If a settlement be arranged according to the above, and any balance is found to remain therefrom, it can go towards the liquidation of his debt.

3d. If the above-mentioned two propositions cannot be carried into effect, then, according to the agreement, in which it is written that the amount of his chittee from Sumvut 1903 is to be paid to him, he should be forthwith paid from the 3,000 rupees which has been received from the Guicowar Sircar, by the parukh, in the shape of chittee, for three years, up to the end of Sumvut 1904. The parukh should also be made to maintain the paga in a suitable manner, and manage the villages properly, which, if he fail in doing, the possession of the villages and the chittee must be withdrawn from him.

Besides the above, I can see no other course to be adopted.

10. Some delay will occur in adopting the arrangements above proposed, and the time for attending to the villages is progressing, therefore the attention of the Resident should be immediately directed towards recovering from the villages whatever amount of rent is obtainable; if not, the arrangement now made by Government, of a sum of 1,000 rupees being paid annually on account of deficiency, is a very fair one, but I don't think this will bring the Pole through his difficulties. If Mr. Sutherland had never recovered from the Guicowar the villages in whose rents there was a deficit, but, instead, had, according to the opinion of the Bombay Government, arranged to receive the nemnook, viz., *Rs.* 7,193. 12. in ready money, there would have been no dispute or difficulties in the matter. From this not having been done, and also owing to the stolidity of the Pole, the care and trouble of freeing the paga from its present difficulties devolves upon the Resident; it is, therefore, desirable that the parukh, or the village patells, should come to some decision as to the amount of rents which ought to be paid by the villages. If this is not done, then a person is ready to take the villages for a term of 10 years, and to pay an annual rent of 5,300 rupees, and if the arrangement is entered into within two or three days he will agree to it, but it must be done with as little delay as possible.

11. Chittee, amounting to 9,000 rupees, have been received in the treasury, from which the amount to be repaid to the Guicowar Sircar must be settled, which, according to the receipt

receipt of the Pole, appears to be *Rs.* 1,341. 9. 3., and there remains due to the parukh the amount of three years, viz., 3,000 rupees; if the balance then left, *Rs.* 4,658. 6. 9., is paid to the parukh, without adopting the measures proposed in the 9th para., he will not care about getting the debt paid off, and if the money be kept in the treasury loss of interest will accrue. The Guicowar Sircar refuses to give an acquittance for the five years, regarding which the final decision of Government is expected. If the parukh will agree to refund the money to Government, should they demand it, and furnish a writte . agreement to that effect, provided it meet with your approval, the money should be made over to him, and his agreement taken, otherwise the amount can remain in deposit until the Government decision is received.

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(C.) 2.

TRANSLATION of *Nursoo Punt*'s Second Report on the Pole's Affairs, sent in in July 1848.

Brief Summary regarding the Villages of the Pole, drawn up in July 1848.

Para. 1. THE nemnook of the Pole's paga is *Rs.* 7,193. 12., for which three villages, Sundana, Antrole, and Wasna, were given. These villages having reverted to the Honourable Company, other villages in lieu of them were made over to the Pole, in 1819, by the Guicowar, viz. Kasee Poora, purgunna Baroda; Ahmodhur, purgunna Wagoria; Jamboowara, purgunna Wagoria. From the beginning it was reported that there was a deficiency in the revenue of these villages, and the deficit amount was received from the Guicowar Government. In 1824 a settlement was made, by which the Government was to pay 1,000 rupees on account of this deficit, and that the deficit was not to exceed that sum, but if less, then to be reduced accordingly.

2. The revenue of these villages was collected in kind (bhagbuttee); in Kaseepoora, however, begotee is levied, but only on a few begas of land, called "koovatur."* The management of these villages was, up to this time, conducted by the parukh, &c. on the part of the Pole; but no one took any trouble to improve the population and cultivation, &c. of these villages. The Pole is not a person of sufficient capacity or intellect to take care of the villages himself. The patells of these villages are suspected of having created confusion in the village lands. From 1840, when the paga was established, until 1844, for five years, the management continued in the hands of parukh Khandass Wagjee. In Sumvut 1896, the revenue amounted to *Rs.* 5,851. 14. 9.; since then the produce has been lessening every year, the cause of which may be attributed to bad management, a decrease in the crop, and also the low rate in the price of the grain, &c.

* Irrigated land.

Report as first made.	*Report as subsequently amended.*
3. In consequence of the villages not having been properly managed, the villages were farmed in 1845 to the patells of Kassepoora, at an estimated amount of 5,700 rupees for seven years, from Sumvut 1901 to 1907; thus the villages were held for that year, and thus it ought to have been carried on, but in 1846 the Pole changed the parukh; from that time no information has been received at the Residency of the management of the Pole's villages; the new parukh carrying on the management direct through Dulputram and his son, Ruseekram. In Sumvut 1903 (January 1847) Mr. Andrews called for their accounts, and in April 1847 the (talebund) epitomised account for Sumvut 1902 (1846) was produced, and they said that that for 1903 would be given when ready, from which it appeared that the management was not conducted according to the terms of the lease, but that he (the parukh) had taken it into his own hands, from which there arose great loss in the revenue; afterwards the talebund for Sumvut 1903 (1847) was produced, in which the deficiency was still greater than in Sumvut 1902 (1846), as will appear below. There is a separate	3. In consequence of the villages not having been properly managed, they were farmed in 1844–45, by Mr. Ogilvie, on the part of the Pole, to the patells of Kassepoor, Mooljee Mukon, Rugoonath Meetha, and Dessaee Vullubh, at an estimated amount of 5,700 rupees per annum for seven years, from 1844–45 to 1850–51, and having given security for 1901, they took the management of it; but the Pole proposed to Mr. Ogilvie to appoint another parukh in the place of parukh Khandass Wagjee, to which that gentleman would not give his consent. After the arrival of Sir R. Arbuthnot, the Pole was always talking about changing the the parukh, but he would not agree; after much asking, he told him that if he was desirous of changing the parukh, he should settle the accounts with Khandass Wagjee, and that he was to appoint another parukh direct, but that in that appointment of parukh the Resident would not interfere. On this the Pole got another parukh, and brought him to the Resident, with a paper of agreement entered into with him, which document the Resident seeing, said there was no occasion for his (the Resident's) interfering;

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a separate schedule of the revenues of each village.

Year.	Lease.	Net Revenue.	Deficiency.
	Rs.	*Rs. a. p.*	*Rs. a. p.*
S^{t} 1902 (1846) -	5,700	4,254 15 3	1,445 - 9
S^{t} 1903 (1847) -	5,700	2,844 14 -	2,855 2 -
	11,400	7,099 13 3	4,300 2 9

fering; when both replied that unless the Resident gave his assurance that there was nothing to prevent the parukh holding the paga, villages, and drafts, no man would become his parukh. In this manner the dispute went on for six or seven months, and as the paga was beginning to get embarrassed, the Resident took no notice of the agreement the parukh and Pole had entered into, but merely looked at the separate bond that had passed between them, the purport of which was as follows: "Having received from you money to pay arrears due for the expenses of the paga, and the pay of the horsemen, up to the end of the month Ashvin, Sumvut 1901 (October 1845), I am to receive from the beginning of Kartey Sumvut 1902 (or November 1845), 451 rupees per mensem, for the expenses of the paga, pay of the horsemen, kasa, &c., making 5,412 rupees per annum. I have made over to you the three villages, and also the entire amount that I may receive annually by drafts from the Guicowar Government, the whole of which you are to receive from the commencement of Sumvut 1902; and I will not take them out of your possession so long as I owe you anything; and further, so long as my paga performs the service of the State properly, no obstruction will be offered by the Guicowar regarding these villages and drafts; and if the Resident at Baroda will give his guarantee to this writing, I will consent. The lease of the villages for seven years, up to the year Sumvut 1907, has been made through the Resident, and until this period be completed you are to maintain this lease, and receive the amount therein agreed on; and, according to custom, the management must be conducted with my approval. Dated 14th January 1846." This was the agreement the Pole wrote to parukh Jugjeewun Khandass, and beneath it Sir R. Arbuthnot wrote the following guarantee: "As long as the parukh conforms to the terms of the above agreement, and he has any claim against the Pole, and the Pole's paga of 21 horses is kept on an efficient footing, there will be no obstacle offered to his retaining possession of the villages and chittee."

In this manner, having written an endorsement, the accounts of Khandass Wagjee were thereupon settled from the amount of the last instalment of the revenues of the villages for Sumvut 1901 (A.D. 1844-45), which had been deposited in the treasury, on account of the Pole's intention of changing the parukh, and the balance was paid to the new parukh through the Pole. From Sumvut 1902 (A.D. 1845-46) the management of the Pole's villages was made by Dulputram and his son, Russikram, on the part of the new parukh. After this, what transaction took place between the parukh and the Pole, and how the management of these villages was carried on, no one ever gave any information at the Residency.

4. Afterwards Mr. Andrews was informed that, owing to the want of intelligence in the Pole, the management was kept in hand by the parukh, by which the Pole's debts were being greatly increased, and that unless the affairs were looked after, difficulties would arise hereafter. Accordingly a report was made to Government, on the 13th August 1846, No. 187, and in submitting his opinion therein, a translation of the writing passed in the time of Sir R. Arbuthnot was also enclosed; to this a reply was received, dated 22d January 1847, No. 313, on which the khamdar of the parukh Russikram was sent for, and asked for the account; and in April 1847 he produced the (talebund) epitomised account for the year 1845–46, and said that those for 1846–47 would be got ready and produced. From these accounts it appeared that the villages were not managed according to the Resident's lease, but that he had taken the management into his own hands, by which a loss upon the lease occurred. But there is no knowing why the parukh did not take security from the farmers for the other years, as he did for Sumvut 1901 (A.D. 1845), neither does it appear that any order has been issued by the Resident on this subject, nor that any one has sent a report on the matter. Afterwards the "talebund" of the produce of the villages for Sumvut 1903 (1846–47) was produced, and in it the deficiency of revenue was far greater than that of Sumvut 1902 (A.D. 1845-46). A separate schedule of the revenue and expenditure of the three villages has been prepared, the abstract of which is as follows:

YEAR.	AMOUNT ACCORDING TO LEASE.	NET REVENUE.	DEFICIENCY.
	Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*
Sumvut 1902 (1845-46) - -	5,700 - -	4,254 15 3	1,445 - 9
Sumvut 1903 (1846-47) - -	5,700 - -	2,844 14 -	2,855 2 -
Rs.	11,400 - -	7,099 13 3	4,300 2 9

N. B.—The succeeding paras. are in continuation of both the first and amended reports.

5. According

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5. According to the above, the revenue is shown, but it is difficult to test the correctness of it, because in begotee villages, when an inquiry is instituted, discrepancies are occasionally discovered; but in these bhagbuttaee villages, situated as they are in the country of the Guicowar, there are many ways of committing fraud, as follows:

1st. There is no (khurda) register of land, or any other proof whatever, owing to which the Government and alienated lands get confounded together.

2d. It cannot be clearly ascertained whether the produce of the lands pointed out by the patells as Government property, is taken to the Government threshing-floor, or mixed up with the produce of alienated land.

3d. It cannot be brought home to them, that after the produce is brought to the threshing-floor, and being got ready, and weighed, the ryots, in concert with the havildar, steal the grain.

4th. There is fraud in weighing the property.

5th. There is difference made in the price of grain sold.

In this manner is the way for committing fraud in the bhagbuttaee villages open. In the fourth case, care can be taken to prevent it; and in the fifth, if inquiry was made the difference might be discovered; but in the first, second, and third cases, unless some careful and trustworthy mehta (person) is appointed to the village, and a (khurda) register of the lands is kept, or the village is farmed to one person, it cannot be obviated; and it is difficult to ascertain the cause of the difference. For these reasons it appears that in these two years deceit has been practised. In the villages of Amodhur and Jamboowara rice alone is cultivated, and I hear that in Sumvut 1902 (1846) there was a bad season; but in Sumvut 1903 (1847) there was no dearth, there was only a slight decrease in the price of grain. In Sumvut 1902 (1846) the rain, &c., was favourable to Kasseepoora. In Sumvut 1903 (1847) I heard that the cotton crop in this village had suffered slightly, still the amount of deficiency is shown to be very great, from which I am inclined to suspect that the ryots, patells, mehtas, and others, have caused the difference. If a carkoon is sent to these villages to institute inquiries some trifling information may be obtained.

Note.—No rozmel (daily account) or khata (ledger) is regularly kept.

6. The manager has included the village expenses in the gross revenue, regarding which I have doubts, and there is no entry in the day book of the receipts and expenditure of the revenues. There are improper items, and such as should be expunged, entered in the village expenses, and this should be inquired into.

7. The parukh has not produced the accounts of the villages for Sumvut 1904 (A.D. 1847–48), and states that they were made over to the patells at a certain fixed rate. The particulars of the rate, as he mentioned, on the 16th February 1848, are as follows:

	Rs.	*a.*	*p.*
Kasseepoora - - - - - - - - -	3,001	–	–
Jamboowara - - - - - - - - -	501	–	–
Amodhur - - - - - - - - - -	1,601	–	
Sewai Jumma - - - - - - - - -	275	–	–
	Rs. 5,378	–	–

On inquiring from the patells on the subject, they acknowledge to having taken the villages on the above-mentioned rates. It appears that afterwards 200 rupees was added to the amount of Amodhur, which makes a total of 5,578 rupees. The rough accounts of the proceeds of these villages for this year has been received from the patells, but correct accounts have not been prepared by them. But according to the fixed rates a small deficiency appears in the amount. In conclusion, this year's produce has come up to the amount of the lease.

(true translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

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(C) 3.

TRANSLATION of *Nursoo Punt's* Third Report on the Gorajee Pole's Case.

	Rs.	*a.*	*p.*
Brief summary, showing the amount received from his Highness the Guicowar on account of the deficiency in the villages granted on account of the nemnook to the Pole's family, from Sumvut 1896 to 1904 (A.D. 1839–40 to 1847–48), nine years, at 1,000 rupees per annum	9,000	–	–
To be Deducted.			
Amount formerly received by the Pole from the Guicowar Government, as stated by the Pole	1,341	9	3
Amount to be paid to the uncle of the Pole, which he will have received from his Highness's Treasury — *Rs.* 709 4 –			
Paid to the Pole's creditors by his Highness — 190 – –			
Rs. 899 4 –			
The balance, *Rs.* 442. 5. 3., the Pole says he has not received, which should be inquired into. This sum, namely, *Rs.* 1,341. 9. 3., should for the present be kept in deposit in the treasury until an inquiry has been instituted, his Highness having been called upon for receipts of the parties to whom payments have been made.			
Payment should be made to Parukh Jugjeewun Khandass, agreeably to a writing passed by the Pole, from Sumvut 1902 to 1904, three years, (A.D. 1845–46 to 1847–48), at 1,000 rupees per annum	3,000	–	–
The balance is required to be paid to the parukh on account of the Pole, but pending the inquiry into the accounts of the parukh, if the money is kept in deposit in the treasury, there would be a loss in the interest, as the Pole has borrowed money from the parukh, which will show a balance due to him. The parukh has struck a balance against the Pole in his account up to Sumvut 1903 (A.D. October 1847), *Rs.* 15,532. 15. 9., from which, if the above 3,000 rupees be deducted, leaves a balance of *Rs.* 12,532. 15. 9.; there is therefore no objection to pay the parukh for the present the balance above shown on account	4,658	6	9
But if this sum is paid without objection to the parukh, he will further entertain hope.			
Therefore the parukh should be told that as this money is for loss incurred during the years prior to his getting management, and there are the Pole's receipts for those years; although the Sircar may have no doubts on the matter, yet the parukh should be told this reason, and made to furnish a writing to the effect, that should the money be demanded by the Sircar, he will refund it. By taking this agreement from him, and that paying him the money, he will be anxious to have his accounts settled.			
Rs.	9,000	–	–

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(D.) I.

TRANSLATION of Questions put by the Resident to *Nursoo Punt*, and his Replies thereto.

Question, 1. UPON Mr. Andrews writing to Government regarding Gorajee Pole's affairs, an answer came from Government in January 1847 that it would be well if it was taken out of the parek's hands and managed by Government; what was done upon that?—*Answer.* On receipt of the Government instructions, Mr. Andrews desired the paruck to produce his accounts. Those for one year were brought in May, from which it appeared that the lease had been broken. When Colonel Outram arrived, inquiries were instituted, and on the circumstances of the case being brought to his notice, the Sahib said that the money should be collected agreeably to the lease, and Rusickram was directed to collect according to the lease and produce the accounts for both years accordingly; from this date he was constantly called upon to furnish the accounts.

2. Did

2. Did Mr. Andrews know of the lease having been broken?—Mr. Andrews understood it a few days before his departure, but he did not see the accounts.

3. As the contract was broken the year before Mr. Andrews left, why was it not brought to his notice?—Mr. Andrews knew nothing about it until the accounts were produced by the paruck, in the month of May 1847.

4. From the time I came to the Residency, I gave you frequent orders to get the accounts from the paruck's manager, and at last gave positive orders to place mohseels, &c., on him. During that time, what trouble had you taken in the matter?—From the day you gave the order, I constantly called upon Rusikram to produce the accounts, and when I insisted on his doing so in November, he brought them, and having called for the patells and others we examined them.

5. I sent for Rusikram, and questioning him about the lease, asked him why he had broken the lease without the consent of the Resident, he replied, I remember that he had reported the circumstances in the cutcherry; what is the meaning of this?—When you questioned Rusikram regarding breaking the lease, he was told he would have to pay the money, according to the terms of the lease, but I do not remember hearing him say that he had mentioned the subject in the cutcherry. I know nothing about what he states of having spoken to Sir Robert Arbuthnot regarding it.

6. Used the paruk or his manager ever to visit Sir Robert Arbuthnot on business without your being present?—I never saw any one going on business to the Sahib without me, and don't know if any ever went, but if any people had gone to him alone on matters of business, on my arrival, if he considered it necessary, he would have told me of it.

7. When I first heard of the lease having been broken, what orders did I give you?—You told me to tell the manager that the money would be collected agreeably to the terms of the lease, and I accordingly informed Rusukram.

8. An order having been given to collect the money according to the lease, how came you, in your report, to recommend another arrangement?—You directed that the money should be collected agreeably to the terms of the lease, but as Rusikram made a difficulty about it, and the lessee patells refused to abide by the lease, I, thinking that the time for cultivation was passing away, and that in this present year loss would accrue, proposed that a lease of this village should be made to some other person, since before the dispute could be settled, the time for cultivating would have elapsed. It was my intention that the same arrangement should be made as before, but on speaking to other persons on the subject, the Walwud-patell said he would accept the contract at a deduction of 300 or 400 rupees, on which I, at random, said that others would take it, but you told me there was no occasion to make any deduction. My object in making this proposition was to enter into a temporary agreement, but I did not intend this arrangement to be final.

9. The lease of the Pole's villages, which was made in September 1844, through the Resident, is in the office. In that it is agreed to pay the sum of 5,701 rupees of collection for seven years, from the year Sumvut 1901 (A. D. 1844–45) to 1907 (A. D. 1850-51), and so strong an agreement being made that the lease could not be cancelled without the orders of the Resident, the manager had no authority of himself to break the lease, and what necessity was there then for making a new arrangement?—The lease of these villages was made in September 1844, and on my coming here in June of that year, I observed, from a perusal of the old accounts, that a great deficiency had occured in the produce of the Pole's villages. I reported the circumstances to Mr. Ogilvy, and arrangements were made for leasing the villages, and the gentleman gave a lease accordingly; in that, proper arrangements were made, and it would have been very proper to have acted up to them, but the paruk broke the lease, and is now disputing about it; so, with the intention of making some temporary arrangements, I suggested the above arrangements, but did not intend it to be made certain.

10. The paruk had no authority to break the lease, therefore what difficulty was there in recovering the amount from the patells who took the lease, as there was no difficulty in selling the lessee patell's property, and taking the money, according to agreement —The lessees of the three villages are three patells of Kassapoora alone, and they have been frequently informed that they will be held responsible according to their lease, and they have replied that they cannot carry on the lease, and I don't think they have any of them much property.

11. In the agreement that Jugjeevun Khandass Paruk entered into with Gorajee Pole, it is written in general terms that money has been received on account of arrears of forage and pay, &c., but no amount is specified, it is only mentioned in general terms; this agreement Sir R. Arbuthnot has signed; why did you not point out to that gentleman that this general agreement was not right?—Before the agreement was entered into, the Pole and the paruk urgently requested that the detailed deed should be signed by the Resident, but the Resident told them distinctly that he would not interfere with their arrangements which they had made between themselves, and therefore there was no necessity for him to see their detailed account of interest, premium, &c.; that so long as the Pole's pagah was properly kept up to 21 horses, the Pole could not take the villages or the draft from the hands of the paruck; for this only the Resident was guarantee; and if the Pole wished to deprive the

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paruck of the management of the pagah, he must first pay off all his debt. To this effect the Resident made a rough draft of the agreement, and attached a note with his own hand. The Resident did not intend to guarantee the debts due to the paruk, but stated that if the pagah was not properly managed the paruk would be deprived of his charge, notwithstanding his claim being unadjusted, and that Government had nothing to do with this understanding; a document to the above effect was written in presence of the Resident, Sir R. Arbuthnot, and signed by him.

12. When I came to this appointment and asked your opinion as to what should be done regarding the orders of Government, contained in the letter dated 27th January 1847, to relieve the paruk of his charge if he was willing to agree to it, and to place the management in the hands of the Government, what reply did you give?—I remember saying that until some arrangement had been made to settle the paruk's claims against the Pole, I could see no way, and that as Government had been written to regarding the Pole's draft, the paruk's claim could not be settled pending their reply.

13. When the accounts for 1902 (A. D. 1844-45) were received at the Residency, it became known that the lease of the village had been broken, and that in excess of the agreed sum of 5,412 rupees on account of the expense of the pagah, the paruk had advanced the Pole a further sum, by which their agreement was broken, and in the account a balance was struck against the Pole for 10,277 rupees. Did you inform Mr. Andrews of this circumstance?—The accounts were first received from the sowkar in the month of May 1847, at which time I was absent on leave at Ahmedabad. On my return the Resident had received orders to leave. I think I must have informed him of the accounts having been received from the paruk, but I won't be quite certain, because in the confusion of his leaving, there was other business to be got ready, and business had accumulated during my absence, so this remained, and the Sahib was to leave in a few days.

14. When I came to the Residency you informed me that the sowkar had credited a small amount of revenue, but why did you not inform me that the sowkar had given the Pole more money for the expense of the pagah?—I did not examine the account of the money lent by the paruk to the Pole, for I understood from Sir R. Arbuthnot that there was no necessity to examine the Pole and paruk's dealings until the accounts were to be settled according to the agreement, for which reason he was desired to produce the two years' accounts.

15. When Mr. Andrews reported to Government regarding the Pole's affairs, on the 13th August 1846, and a translation of the agreement entered into with Paruk Jugjeevun Kandass was sent to Government, how was it that a translation of the lease of the village was not also sent to Government?—When Mr. Andrews wrote his report he was aware of the village having been given in lease, and as because in the agreement with the sowcar the lease was alluded to, I suppose the Resident did not consider it necessary to send a separate translation, but I think if you refer to his report you will find that he has alluded to the subject.

16. When the sowkar's accounts were received I called for your report on the subject, in which at first you made no mention of the village having been given in lease, and it was not until I returned the report and desired you to state what you knew regarding it, that you wrote anything to me about it; why did you not mention it in the first instance?—On your first calling for my report on the Pole's affairs, I submitted it in the month of June 1848, the 4th para. of which contained a detailed account of the village lease, &c; I therefore did not write it again, thinking that a repetition would only make my report prolix, but when you returned my report I again wrote what I had previously written in the month of June.

Before me, this 26th day of August 1848.

(signed) *J. Outram*, Resident.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of a Yad attached to Nursoo Punt's Examination.

A REPORT was made to the Bombay Government on the 7th September 1848, No. 215, regarding the breaking of the lease of the Dumalla villages of Subanjee Gorajee Pole, pagadar, and of the deficiency in the revenues of those villages, and along with it translations of the following papers were sent:—

1. A schedule made from the accounts sent in for the Sumbut 1902 and 1903, by the manager of the parukh, and those of the villages which had also been sent in; also another schedule, giving an estimate for the Sumwut 1904.

1. The questions put to Nursoo Luxmun, with their replies.

1. Nursoo Punt Tatia's report of June and July, and another; altogether three.

4. The

1. The lease of the three villages given to the patells of Kassepoora on the 14th September 1848.

1. The report of Venaik Moreshwur.

The above translations were forwarded.

Baroda Residency, date as above.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(D.) 2.

CONTINUATION of *Nursoo Punt*'s Examination on the 26th August 1848.

Question 17. IN reply to my question as to why the amount was not specified in the Pole's agreement, you state that there was no guarantee for the money claimed by the parick, that the parick requested the Resident's signature to the detailed statement, which was not given, and that the terms of the agreement were drawn up in the Resident's own handwriting; but the purport of the engagement is, that the parick will abide by the agreement, and that so long as 21 horses are properly kept up, and anything remains due by the Pole, neither the draft nor the villages will be interfered with. Is it proper therefore to act up to this agreement or not; if it is, how do you say that there is no guarantee for the debt?—*Answer.* In the agreement alluded to, which was entered into before Sir R. Arbuthnot, it is written that, on account of arrears due to the pagah, moadee and bargheer's money has been received, and from the year 1902, I will draw the sum of 5,412 rupees, for the expenses of the pagah, in lieu of which I have made over the draft and the villages. Upon this the Resident writes a guarantee, that if the pagah's efficiency is properly kept up to 21 horses, the parick's possession will not be interfered with, meaning, that notwithstanding the Pole may be in the parick's debt, if the arrangements of the pagah are not properly attended to, he would lose possession, and clearly not, that he should not lose possession so long as anything remained due to the parick; so it cannot be said that the parick's claim is guaranteed by the British Government; but if the management of the pagah is properly carried on, and it is wished to take it out of the hands of the paruk, until his claim is adjusted, he cannot be deprived of possession; from which is to be understood that the Sirkar is in no way responsible for this debt of the Pole's in the way in which they would be for any other guaranteed debt, but only that the possession should not be interfered with; for example, if any one mortgages his property to a sowcar, it cannot be released until the money be paid. In the event of the owner making any difficulty in the matter, and the complaint being submitted to Government, although the Government may not be guarantee, he is not compelled to give up the pledge until the money is paid: this case must be looked upon in the same light. If there be any doubt how the mortgage above mentioned applies to the guarantee of Government, it appears that if any sowcar had entered into an agreement with the guaranteed people, without informing the Resident of it, on their producing a draft or villages as a liquidation of their claim, and in the event of the Pole making an objection or putting the business in other hands, there would be a difficulty in presenting his grievance to the Guicowar Government, and the Resident would also object to interfere in the matter; for this reason, Sir R. Arbuthnot granted the guarantee, with a view to the paruk's possession not being interfered with, except in the two cases above mentioned, and not to be any way responsible for the parick's claim against the Pole; if the latter wished to deprive the paruk of the management, it was incumbent on him to adjust his claim. If you are now uncertain as to the amount and description of the claim advanced, and in absence of information on this subject, how it is to be adjusted, I beg to state that in the agreement it is plainly stated, "on account of modees* and bargheers, &c. belonging to the pagah," and that there was no necessity to specify the amount of arrears. If it is supposed that besides the pagah, the Pole was liable for thousands of rupees to other parties, for the liquidation of which the paruck chose to advance money of his own accord, it is surely far from just to expect that the British Government would guarantee such an amount. If anybody imagines that the word "etcetera" implies money due to sowcars, except for the pagah, it is incorrect, because it is written in the agreement that money was received for the payment of bargheers, &c.; from this must be understood,† bargheers, kasdars, sarwans, and horse gear, as comprised in the word "etcetera;" and besides the arrears, the amount of the annual pagah expenditure is specified in it. The meaning of the agreement is, therefore, that unless the paruk's claim, as above referred to, has been adjusted, his possession will not be interfered with. This I beg you will bear in mind; and I cannot see that the guarantee refers to whatever balance the paruk may choose to strike against the Pole. 6th September 1848.

* Provedore and horsemen.

† Troopers, horsekeepers, and camel-drivers.

18. You state that you do not recollect Rusikram saying anything about breaking the lease in the cutcherry, and that you do not know whether he informed Sir R. Arbuthnot of it or not, but do you remember taking the patell's deposition in the office on the 2d December 1847; if so, did not you ask him to mention the name of the person to whom he

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spoke about breaking the lease; from the Patell's statement do you infer that he alluded only to one year, or for the whole period; if the former, then why did you not make arrangements for the year 1903 (A. D. 1846–47)?—The patell's deposition was taken in office on the 2d and 15th December 1847, in which no mention is made of their having mentioned breaking the lease, but they state that in consequence of the drought they could not pay the money in that year, according to the lease; by saying they reported the circumstance in the cutcherry, they mean that they told me of it, so there was no occasion to ask them who they spoke to on the subject; but in it there is nothing about breaking the lease, and I do not recollect the patell saying to me what he says he did; if what he states is correct, the manager never reported it, so that we did not know who had the management; and if anybody had spoken to me on the subject, I should have told them, as is invariably my custom, to petition the Resident, and if the patell came to the office, this is the reply I should have given him. From the patell's deposition, it appears that they meant the lease for the whole period had been cancelled, because the management of the villages had been for two years out of the lessee's hands, and the paruk had taken no notice of it whatever; therefore it is clear that the lessee patells could not afterwards be held responsible in the terms of the lease.

19. You admit that you did not inquire into the expenditure of the pagah, but the claim made by the Pole against the paruk, on account of an item in his accounts, was settled by Sir R. Arbuthnot, who signed the papers of the account on the 13th April 1846. Four years' accounts were also signed on that day; such being the case, how is it that you state you did not make inquiries regarding the expenditure, and was it not your duty to examine the accounts?—The reply which I gave to the 14th question referred to Jugjeevun Kandass' accounts for the year 1902 (A. D. 1845–46), and the question which you have now put relates to the account of Kandass Wagjee's possession at the time of Sir R. Arbuthnot, which were signed by that gentleman; in reply to which, I beg to inform you, that when Kandass Wagjee's accounts regarding the Pole's pagah for the year 1896 and 1897 (A. D. 1839–40, 1840–41) were received at the Residency they were shown to the Pole, and as no objection was made to them at the time, after they had been signed by the Pole and paruck, Mr. Boyd also attached his signature; the accounts for the following years were produced at the time of Messrs. Remington and Ogilvy; on showing them to the Pole and his carkoon, they made some objections, which were inquired into, and on the arrival of Sir R. Arbuthnot, the dispute was settled to the satisfaction of both parties, and the accounts signed by them, also by the Resident. Previous to, and since my appointment to this office, it has never been customary to interfere with the accounts, &c., unless there was a dispute between the paruk and Pole on the subject; whatever had to be settled was always done in the presence of the former Residents.

20. Even without actually examining the accounts, how is it that you did not bring the item for grass expended in Baroda, which is so clearly unusual, to the notice of the Resident?—The expenditure of grain, grass, &c., on account of the Pole's pagah, has always since before my arrival been carried on without reference to the Resident, and the system which was formerly in force relative to the debit and credit of the Pole's account being carried on amongst themselves, has been continued since my arrival at Baroda, and in the event of any dispute being brought to the notice of the Resident, it was settled as the Sahib thought proper, and they abided by it; but unless a complaint was made, it was never customary to interfere in the matter, therefore I did not consider it my duty to notice whether the charge for grass for the paga was unusual or not, but since objections have lately been raised to the present paruk's accounts, they are being inquired into.

21. How was it that you did not point out to me, on my inquiring into the Pole's affairs, that the patell's bond to give sowcars' security was executed through the Resident, and signed by Mr. Ogilvy?—Regarding the lease which was executed through Mr. Ogilvy, I informed you in person, and it is also stated in the summary, in the 4th para. of that in June last, and in 3d para. of that in July.

22. How could you have been ignorant that the patells could not be released from this engagement until the expiration of the seven years for which it bound them, without the sanction of the Resident, since you were native agent at the time Mr. Ogilvy signed the bond, and must have explained the provisions of the lease to that gentleman?—It is true that the engagement which was entered into for a period of seven years, could not have been departed from without the sanction of the Resident, and it would have been right if the management of the villages had remained in the hands of the lessees, but as the management did not remain with them, a way was opened for their escape, since the management for two years was carried on independently by the paruk, so that it is now difficult to hold the lessees responsible.

(In English.)

Before me, this 6th day of September 1848.

(signed) *M. Battye*, Assistant Resident.

(True translation.)

(signed) W. Jameson, Assistant Commissioner.

(D.) 3.

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CONTINUATION of *Nursoo Punt*'s Examination, on the 26th August 1848.

23. *Question.* THE seven years' lease was entered into by the patells, through Mr. Ogilvy, to secure the full amount of revenue to the paruk, who merely looked to the pagadar's expenditure. With this view, the contract was entered into while Kandass Wagjee was paruk; how then could the present paruk release the patells from their lease, and take the management of the villages into his own hands, without the sanction of the Resident; and how is it possible you could have remained ignorant of the Resident's arrangement having been broken so long, since the paruk and patells came frequently to the office?—*Answer.* The entire management of the pagah and villages was vested in the hands of Kandass Wagjee, through the Resident, which arrangement held good up to 1900 (A.D. 1843-44); in the meantime I came to the Residency, The Pole has arranged to place the management of the villages in some other person's hands. On this being reported to Mr. Remington by Kandass Wagjee, he desired the Pole to allow the paruk to remain in charge; but on the Pole objecting to do so, in consequence of the decrease of revenue which had taken place during the time of Kandass Wagjee, when I came to the office, Mr. Ogilvy inquired into the matter, and executed a contract for the village revenues, from the year 1901 (A.D. 1844-45); at that time Kandass Wagjee had to receive the collections, according to the said bond, two instalments of which he received from the security; after which the Pole again objected to this paruk, and requested that another might be nominated; but Mr. Ogilvy did not attend to him. On the arrival of Sir R. Arbuthnot, the same dispute continued, and the Pole refused to allow Kandass Wagjee to collect the third and last instalments of that year (1901); on this being reported to the Resident, he gave orders for the money to be paid into the treasury by the security, and told the Pole that if he wished to appoint another sowcar, the Government would not interfere in the matter. This dispute lasted for about five or six months; at last in January 1846 the Pole appointed Jugjeevun Kandass, and his agreement was entered into through the Resident, in which it is written that "the draft and villages are placed in your charge, from the beginning of Sumvut 1902 (A.D. 1845-46); that up to the expiration of the time the lease is to be considered final, and the amount therein specified to be paid, the arrangements of the villages to be carried on as heretofore," &c., &c. Under these terms the villages were placed in the hands of the new paruk, since which there have been no complaints as to whether the villages remained in charge of the lessee patells or not; so how can I be expected to know anything about it. If the paruk has broken the contract made by the Resident, he, of course, should be held responsible.

Endorsed here: Before me, this 7th day of September 1848.
(signed) *M. Battye,* Assistant Resident.

24. How is it that in quoting from the agreement entered into between the Pole and paruk under Sir R. Arbuthnot's signature, from which you have quoted above, you have forgotten the following passage: "That the above-mentioned three villages have been farmed from 1901 to Sumvut 1907, being seven years, by means of the Resident, to the patells of Kasseepoora; until this period be completed you are to maintain those leases and receive the amounts." As this engagement was the result, as you say, of some months' discussion before Sir R. Arbuthnot, in all of which discussions you must have shared, how could you have forgotten this stipulation; and was not the agreement drawn up under your superintendence?—In my reply to the 23d question I quoted as much of the agreement as I thought had reference to the question, and did not consider it necessary to repeat the whole of it; I therefore merely quoted a portion, and added the word "etcetera." What I wrote is contained in the agreement, and I had not forgotten the stipulation which you alluded to; the agreement was drawn up by Sir R. Arbuthnot, after well considering the matter; it was not done through me, though I was well aware of the nature of that agreement, with all the gentlemen who have been at the Residency. Since I came here, it has always been customary to transact business in their presence, and the native agent has never in any business sent or spoken with people or interfered in any business without the Resident's orders. Whatever anybody had to say was heard before the Resident, and whenever the native agent's opinion was asked, it was given at the time, and the Resident's orders were acted up to; this system was followed by Messrs. Boyd, Remington, Ogilvy, Sir Robert Arbuthnot, and Mr. Andrews, and the business was invariably carried on according to the orders of these gentlemen.

(True translation.)
(signed) *W. Jameson,* Assistant Commissioner.

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(E.)

TRANSLATION of a Letter from the Patells of Kasseepoora to *Gorajee Pole Pagada*; dated 14th September, and received 3d October 1844.

To Raja Shree Goorojee bin Soobanjee Pole Pagadar, write the patells of Kasseepoora, Mooljee Mukundass, Rugonath Meetha, Deesaee Wullubh, that we have, of our own free will, agreed to take the villages given for the expenses of the paga, viz., the village, Amodhur and Jamboawara, in all three villages, on lease from Sumbut 1901 to 1907, in all seven years. The rates of the lease bond which we have retained are as follows:

5,701: The year 1901, 6,001 rupees, out of that the inam at the end of the year for Kasseepoora 100 rupees, and 45 rupees for Ahmodhur, in all 145 rupees; and the jurban and surpao for the fursee, 155 rupees, in all 300 rupees, being deducted, we will give the 5,701 rupees remaining, without expense or remission; and besides this, the grass and huckdars and mehta's fees, and commissariat and village expenses, are on our heads.

5,701, for 1902, as above; 5,701, for 1903, as above; 5,701, for 1904, as above; 5,701, for 1905, as above; 5,701, for 1906, as above; 5,701, for 1907, as above.

Thus, for seven years, we have taken this fursee, and the detailed agreement above it are as follows:

1. The money at the revenue collection is to be paid, as above shown, in the following instalments: 1,901, on Poush Sood 2d; 1,900, on Falgoon Sood 2d; 1,900, on Jesh Sood 2d, the full amount. Thus we will pay the money, so long as the lease lasts, every year according to the instalments, in the currency of the mahal, without remission, and free of expense; and if any profit accrue from the villages being populated, we will take it, and all loss is on our heads.

2. We will, in Ashveen (September, October) of each year, furnish, through the Resident, banker's security for the payment of the collection, according to instalment. If we should fail to give security in any year, then you, through the Resident, having named a manager, may send and attach the villages, and collect the money; but if the full amount not being collected, any loss should occur, we are answerable for it. The loss, as long as the lease lasts, is ours; we will pay you according to the agreement.

3. We will, in addition to the above, pay yearly the village patell's inam, the grassia's grass, the temple fees and religious dues, &c., and huckdar's rights and dues, as due, and will give you then yearly receipts for the same; and if we do not pay any of them, we will pay up that amount in addition to the above, and besides that, we will pay the village expenses that ought to be incurred.

4. We will collect the half share of the yearly revenues, &c. from the villages according to your custom, and will not take more than is customary from any one, nor will we oppress or exact from any one; and whenever you require the receipt and expenditure for any year, we will truly show it to you; and when the lease shall be fulfilled, as above, we will on the following year, Sumbut 1908 (A.D. 1852), make over the village and cultivation to you.

S., J. O. . . . . . is our security.

5. During the lease we will not alienate Vechania or Gherania, &c. to any one, one inch of ground; if we should, we are answerable for the price of the land and a fine.

6. Besides Kasseepoora, the patells of Amodur and Jamboowara having refused to farm their villages, we have, with their consent and at their advice, taken them; and if, during the lease, we should arrange among ourselves that each should take his own village according to the rate, we will then give it them; but, excepting to them, we will not farm or in any other way give the villages, except with the Resident's order; and if we should give the villages of Amodur and Jamboowara to the patells, we are answerable for their acting according to our agreement.

7. You may cut from the meadow of Jamboowara as much grass as you may require for your paga, and you must pay for cutting and labour; and what wood, &c. you require for use, you must yourself take to the town: we will not oppose it.

8. Fines paid for property stolen within the village lands you will include in the rent; but except this, whatever other fines are levied is yours beyond the rent.

9. If in any year during the lease, by the act of God or the king, there should be any heavy loss, then we bear the weight of it, and remission we have no right to demand. But examining the profit and loss for each year, and regarding our advantage and the custom of the pergunna, the Acting Resident will award such remission as he may deem fit.

We,

We, having made the above lease of our own accord, accept it, and will act according to agreement; and if there is any difference in it, the lease will, by the Resident's orders, be upset.

This writing is true. Sumbut 1900, Badra Fud 2d (Saturday, 14 September 1844, A. D.)

(signed) Patell *Rugonath Mehta*, by his hand.
Patell *Dessaee Wullubhdass*, by his hand.

Witnesses:

Patell *Khandass Bhaee Wagjee*, by Damodhur Goomasta.
Ameer Wuckat, Patell of Amodur.
Patell *Buwan Kussal*, by Ameer Wuekut.
Oomed Anoop Sing, Patell of Jamboowara, by his hand.

(signed) *T. Ogilvy*,
Assistant Resident in Charge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(F.)

MEMORANDUM of an Agreement to *Parik Jugjeevundass Khandass*, from me, *Goragee Bin Soobunjee Pole*, Pagadar of the Huzoorat Paga.

That I have 21 horses in the service of his Highness Sena Khaskol Shumshur Bahadoor Gaekwar, and I have opened an account with your firm on this account through the Vukeel Chuteelal Kussenlal, and have received from you money to pay arrears due for the expenses of the paga, the commissariat, and the pay of the horsemen, &c. up to the end of the month Ashsun, St. 1901 (October, November 1845), and am to receive from the beginning of Kurtej 1902 (or November 1845) 451 rupees per mensem, for the expenses of the paga, pay of the horsemen, khasa, &c., amounting to 5,412 rupees per annum. You are to receive in lieu thereof the entire annual revenues of my three alienated villages, viz.: Kusseepoora, of the Baroda purgunna, and Jamboowara and Amodhur, of the Wagoria pergunna, and also the entire amount that I may receive annually by drafts from the authorities; and I have made over to you possession of the three villages, and the drafts from the commencement of St. 1902; and I having settled your full account, principal and interest, and having taken your release and acquittance, the above three villages and drafts will be released, and so long as my paga performs the service of the state properly, no obstruction will be offered by the Gaekwar regarding these villages and drafts; and if the Resident at Baroda will give his guarantee to this writing, I will consent.

14th Posh Sood, St. 1902, or 11 January 1846 (Sunday).

New para.—That the above-mentioned three villages have been farmed from St. 1901 to St. 1907, being seven years, by means of the Resident, to the Patells of Kasseepoora, and until this period be completed, you are to maintain these leases and receive the amount; and you are to pay annually the huckdars, and all village expenses, &c., together with whoever may have rights; you are not to cause any hindrance to any one of these, and you are to manage the villages with my advice, according to former custom.

14 January 1846. (signed) *Gorajee Bin Soobunjee Pole.*

Witnesses:

Gungadhur Abbajee, in the service of Bahount Row Gaekwar, in the presence of the parties.
Hurree Wittul Cassedas, in the presence of the parties.

This engagement has been executed before me by Gorajee bin Soobunjee Pole, and accepted by Chotoolal Kissoulal, the Vukeel, on the part of Jugjeewundass Khundass, banker in Baroda. The villages Chittee mentioned in it being now held by Gorajee Pole under the British guarantee, the same is hereby extended to Jugjeewundass Khandass, to the extent the said Gorajee Pole shall not interfere with him in the management of the said villages, so long as the conditions of the bond are fulfilled, or any debt arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained on its proper footing.

(signed) *R. K. Arbuthnot*, Resident.

Baroda Residency, 14 January 1846.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(G.)

TRANSLATION of *Baba Fudkey's* Report on the Villages of Gorajee Pole, sent into Colonel *James Outram*, C.B., Resident, Baroda; dated 5 September 1848.

ON the 24th July 1848, I was summoned by you (the Resident), and told that there appeared to be a great deficiency in the revenues of the Pole's paga villages, in the year St. 1902 and 1903 (A.D. 1846 and 1847), which could not be accounted for; and you directed me to examine into all the papers, &c. connected with the Pole's affairs in the Residency office, and make a report thereon. On this I sent for the prepared accounts of Kandass Waghjee, Jugjeewun Kandass, and the "Jhuptee" accounts of the village mehta, and the chopras and loose papers of the (tullatee) village accountant, and the deposition of the losses of the villages of Kasseepoora, and also the agreement drawn up and given by the Pole to Jugjeewun Kandass, and which has the Government guarantee endorsement thereon; also the lease of the villages and the deed of agreement furnished thereon by the lessees; and after examining them all, I have the honour to submit below the opinion I have come to on the matter, for your Honour's consideration.

Para. 1. In the time of Soobanjee Pole the management of the paga was in the hands of Baba Nafra, and he having expended money just as he liked, ruined the concern; so much so that not a single horse remained, and the Pole was even reduced to extremity for the means of maintenance. The reason of my mentioning the circumstance is to let it be known that the present condition and mental capacities of Gorajee Pole are on a par with those of his ancestors. It is very fortunate for the present Pole that he enjoys the Government guarantee, for which reason the Resident formerly inquired into his accounts. Afterwards the late Mr. Sutherland kindly re-established the paga; and that gentleman thinking that if the management of it was vested in the Pole, that it would not be conducted properly, handed over the money which had been received on the Pole's account from the Gaekwar government to Kandass Waghjee, and directed that the expenses of the paga should be disbursed from his firm, and that the revenues of the villages should be credited by that parukh to the Pole's account; Mr. Sutherland further directing, that unless the management had the supervision of Government, that the Pole would throw difficulties in the way; he desired the late native agent, Anoopram Kussondass, to keep a look out on the Parukh, and report anything extraordinary that should fall under his observation. To carry out these instructions, Anoopram Kessundass kept a carkoon, named Nursidass; but shortly afterwards dying, these plans were not fully carried out by him. It was of course incumbent upon the native agent who succeeded him, to have acted up to the above instructions; but on examining the prepared accounts of the management, it does not appear that he superintended the affairs of the Pole, or made any reports thereof to the Resident. The accounts are kept in a most irregular manner, and he (the native agent) best knows his reasons for not instituting an investigation into them. The late Mr. Boyd's signature, dated 7th January 1842, appears on the prepared accounts for the years St. 1896 (*i.e.* A.D. 1839-40) and St. 1897 (*i.e.* A.D. 1840-41), and Sir Robert Arbuthnot's signature appears on those for the four succeeding years, viz., from St. 1898 (*i.e.* A.D. 1841-42) to St. 1901 (*i.e.* A.D. 1844-45); but they are all signed on the same date, the 13th April 1846, from which it is evident that the accounts were not examined and reported on annually to the Resident. If it be urged that the Pole's signature is regularly attached to the accounts, and that consequently these accounts ought to be relied on, I will merely observe, that I have previously alluded to the mental capacity both of the Gorajee and of his father. If any one was to put but five rupees in cash into the palm of his hand, he would, without a moment's hesitation, sign a paper securing a certain loss of 50 rupees. There are many proofs of this, and several instances have been reported to the Resident. In short, the arrangement which the Resident had adopted for the proper management of the paga, owing to the laziness of the native agent, were not kept in force, from which the expenses were considerably increased, while on the contrary the revenues of the villages diminished. After duly investigating this matter, I have, as they appeared to me correct or incorrect, prepared a memorandum of the most important items of expenditure, and now enclose it for your information.

2. The villages of Kasseepoora, Amodhur, and Jamboowada were leased out for a term of seven years to the patells of Kasseepoora, by Gorajee Pole, and the contract was managed through the Residency. On looking into the terms of the deed of agreement, furnished on this account by the lessee patells, it would appear that the lease could not be cancelled without the Resident's orders, and that the profit or loss in the concern rested entirely with the lessees; moreover, that if any very great losses were experienced from the effects of the weather or the reigning authorities, they had no right to demand a remission; but it adds, "it is to be hoped that the yearly produce will be looked into, and our probable means of getting on, as well as the customs of the purgunnah borne in mind, and due remission made through the Resident, according to the circumstances of the case." The meaning of the above is, that at the end of seven years, the Resident was expected to make inquiries into the matter, and award such remission as he should think fit. Notwithstanding this, the lease was cancelled, and the farms managed, collecting the net produce; it is therefore but fair that the lessees should, according to the terms of their deed of agreement, make good the deficiency (arising, as stated, from bad crops) in the amount agreed on in the lease. There is no such term in the agreement that in case of a deficiency occurring in any year, a deduction will

will be made. It appears most extraordinary that the lease should have been broken without the Resident's orders, after so binding an agreement having been entered into; and on examining the papers, I can find no writing that orders were given sanctioning such a procedure. The deposition of the lessees, Dessaee Vulubh and Rugoonath Meetha, was taken at the Residency on the 2d December 1847; in that they deposed to having stated at the Residency Kutcherry, that the produce of the villages would be next to nothing; that in Kasseepoora, some of the crops had ripened; and that an estimate of them ought to be made, according to which they were willing to pay; and that they could not that year pay the amount agreed on in the lease. On which they were told to inform Gorajee Pole of the circumstance. From this it is clear that the lessees themselves did not entirely break the lease. This representation of the lessees it appears, from the paper in question, only bears reference to the year Sumvut 1902 (*i. e.* A. D. 1845-46). It is most extraordinary that the native agent did not turn his attention, in the beginning of Sumvut 1903, to the terms of the contract entered into by the lessees, and report the same to the Resident, with the view of obtaining a settlement; but instead of so doing, permitted the management to continue, collecting merely the net produce for that year (Sumvut 1903). Again, it appears in the above-mentioned deposition, that on the 15th December 1848, the lessees were questioned as to whether they were willing to enter into a contract for the village of Kasseepoora for the year Sumvut 1904, and what amount they were willing to give. Now, in my opinion, there was no occasion for Government to have put such a query to them, because from this question it strikes me very forcibly, that at the time the contract was broken, the Residency establishment were aware of the circumstance. The lessees distinctly state in their depositions that they were willing to keep the village for a rental of 3,000 rupees, deducting therefrom 100 rupees on account of their inam service; from which I am inclined to believe their statement in the deposition. The question which ought to have been put to them was one calling upon them to state the name of the individual whom they informed of the circumstance, which was omitted, I imagine, because it was feared they would have too plainly mentioned the person upon whom the blame of not having informed the Resident of the lease having been broken in Sumvut 1902 (A. D. 1846) would have rested. So long as the agreement to receive the fixed sum of 5,701 rupees was in force, there was no occasion for interfering in the matter. I conceive that the lessees, the Pole and others, plotted together and cancelled the lease for their own advantage.

3. On examining the deed of agreement which Gorajee Pole had drawn up, and given to Parukh Jugjeerum Kandass, and which has been guaranteed by the Resident, I am much surprised to find that the amount of debt due to the Parukh is not specified; there is merely an undefined statement that money has been received on account of the settlement of the arrears due to the paga (modee) provedore (bargheer) horseman, &c. up to the end of the month of Ashween, Sumvut 1901 (October 1845). It is certainly a great piece of neglect, that the amount of a debt to a Soukar is not specified. As the end of Ashween, Sumvut 1901 is stated, so ought the date or year from which the debt commences to be mentioned; but as the arrears are merely given in this indefinite manner, the Pole may be made responsible for any amount. It is further written in it, that from the month of Kartig, Sumvut 1902 (A. D. 1846), that he should receive a monthly allowance of 451 rupees for the expenses of the paga, bargheer, private wants, &c., being an annual sum of 5,412 rupees, and for the liquidation of this, he agrees to make over entirely to the Parukh the villages of Kasseepoora, Amodur, and Jamboowada, and also the chitti* from the Guicowar government; and in the event of the villages and chittee being taken from him, he agrees beforehand to pay up, with interest, the whole amount due to the Parukh, and to take his bond of acceptance and acquittance for the same; however, that as long as the paga continued serviceable, the Government would not object to the villages and chittee remaining with the Parukh, which the Resident would guarantee, and that he, the Pole, would agree to it; also that the seven years' lease made through the Resident was to remain in force, and the amount therein stated, 5,701 rupees, was to be received by the Parukh. In this contract, the Resident has entered an endorsement to the effect, that the British Government guaranteed the three villages and the chittee† from the Guicowar government, on account of the expenses of the Pole's paga, and the guarantee is granted to him on this account, that as long as the Parukh conforms to the terms of the above agreement, and the Pole continues to owe the Parukh any money, and so long as there are 21 serviceable horses in the paga, the villages and chittee would not be taken from him. Notwithstanding this Government endorsement, the supervision of the fulfilment of the terms of the contract was entirely neglected by the authorities, owing to which the part referring to the receipt of 5,701 rupees on account of the rent of the three villages was broken, and the arrangement for the expenses of the paga, that a limited sum of 451 rupees per mensem, or 5,412 rupees annually, should be granted, instead of being adhered to. In the clearance accounts for Sumvut 1902, there appears a sum of *Rs.* 2,717. 6. 3. in excess of that amount; these accounts were produced and shown to Mr. Andrews, in which there appeared, inclusive of interest, a balance against the Pole of *Rs.* 10,269. 0. 9., which circumstance ought to have been especially brought to his notice at the time; but I am informed that, up to the present time, this has not been done, and that the expenses are being conducted as heretofore. When the expenditure increased, it was the Pole's business to have put a stop to it, which he did not do. The Parukh has been guilty of great carelessness and neglect, inasmuch as he has neither given his attention to the resources of the revenues, nor to the terms of the agreement. He being the manager and banker of the paga, he includes his own pay as well as his goomashta's

* Draft.

† Draft.

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in the accounts, whereas it was incumbent upon him, the Parukh, to keep the accounts in a correct manner, and examine into the correctness or otherwise of all items of expenditure; but such was not done, and the consequence is, that the Pole has become deeply involved in debt. Such appears to be the case from an examination of the papers, and I now state it for your information.

4. On examining the accounts of the grain, I find that the daily expenditure is not specified; and there are no vouchers forthcoming to show on what days horses died, or others went on mohossil* duty, in order that the grain on their account might be deducted. For four or five years the Pole had a surplus in the hands of the Parukh, and it was therefore his duty to have laid in a supply of grain for the year at a time when there was abundance, instead of doing which, he was in the habit of purchasing it monthly at a considerable cost. In the clearance accounts of several years, in several places the rates are mentioned; but, on examining them, they do not seem to agree with the bazar prices, and I have no means of testing whether more or less has been expended. I have, on whatever is entered as the amount of expenses for that year, made a loose estimate, and having fixed the rates, I consider 100 kulsees of grain per annum, for the 21 horses, a fair average. This I have noted for your information in a separate memorandum, and deducted the excess during the eight years, which has appeared to me to be incorrect, amounting to a sum of *Rs.* 1,142. 3. 6.

* District.

5. On looking into the sums entered yearly in the accounts for grass, they do not appear to be correct, because ever since the paga was re-established it has been in the districts, and for the few horses which occasionally come in on duty, and the one or two which are constantly stationed at Baroda with the Pole, it is impossible that the amount of grass entered as expended at Baroda could have been used among so few horses; and it is further the custom in all pagas stationed in the districts, for the gorawallas to bring grass from the jungles for the horses, during seven or eight months of the year; and on examining the total grass expenditure for the different thanas,† it appears that the ghorawallas of this paga were in the habit of bringing it also. Even if the Pole's cattle were kept in Baroda, and grass was occasionally given from the stack to friends, I have included all that in the fair proportion (as shown in my statement), but in addition to this there appears an excess of *Rs.* 2,046. 15. 3.

† Stations.

6. The yearly account of labour expenses does not appear to be correct, and so much cannot have been expended as is written. All the items mentioned under the head of labour expenses have not been expended solely on that account, but also on other matters, which will be seen on a reference to the accounts. In my memoranda I have stated what appears to me, after examination, to be correct, and what is incorrect. The amount of the latter (the excess) is *Rs.* 730. 12. 3.

7. Under the head of expenses on account of horse "massalla," a detail of the items is occasionally given; but on looking into these, there appear to be very few items used in horse massalla. The following are the things detailed: doll, rice, khichdee, dates, "ghee," goor, opium, ready money, &c., from which I conclude that it means the Pole's house supplies. After considering the matter thoroughly, if the horses were to have a nutritious diet of this kind given the whole year round even, there would be no cause for the large annual expenditure on this head. After deducting what I consider a fair allowance for massalla and nutritive diet for each horse, there appears an excess of 354 rupees. Both sums are specified in my memoranda for your information.

8. On examining the whole of the yearly accounts regarding the expenses of hereditary pay, in none of them do the receipts of the bargeers or ghorawallas, &c. appear; consequently, it is impossible to understand when people were enlisted or discharged. This being a paga, of course several must have been absent or died; but there is no correct account by which the increase or decrease can be determined. "On account of pay, &c." is inserted in many places in an indefinite manner, but in very few is any detail given; it is, therefore, impossible to form an opinion as to the correctness of this charge.

9. The amount of Soucar's expenses is *Rs.* 4,057. 8., in which interest and premium have probably been calculated as agreed upon; but as the detailed accounts of the interest are not to be found, it is impossible to decide whether this item has been overcharged, or otherwise. The interest account during the management of Jugjeewun Kandass is at present under review in the Residency Office, and if any discrepancies occur therein, they should be deducted from the above sum. The item of *Rs.* 324. 8. entered on account of "Sirpao," is an improper charge, because the amounts lent to the Pole have been guaranteed by the British Government, and it ought, therefore, not to have been made.

10. There is no fixed sum laid down to be expended on charity, the dusserá, deewallee, illuminations, and presents which occasionally appear in the accounts; the Pole, I dare say, spent whatever he thought proper in any year. These items must consequently remain as they are; the incorrectness or otherwise of them cannot be decided.

11. The Pole's paga yearly accounts do not strike me as being entirely correct, because the paga only consists of 21 horsemen; and Ahmed Khan Godrakur has 20 horsemen in his, for which the owner of that paga, Ahmed Khan, enjoys a nominal nemnook ‡ of 4,800 rupees; but from which a deduction is made therefrom of 300 rupees by the Guicowar on account of the Potedar, and other expenses, leaving him an actual net nemnook of 4,500 rupees only.

‡ Stipend.

Both

Both these pagas were, to the best of my recollection, re-established in the Guicowar's service by the late Mr. Sutherland, in the month of Bhadra Pud, Sumvut 1895 (A. D. 1838–39), at an interval of some 8 or 15 days. The Pole's nemnook exceeded that of Ahmed Khan Godrakur by about 2,000 rupees; and when the paga of the former was reorganised by the Resident, at the time of raising it, he obtained from the Guicowar government a sum of *Rs.* 14,287. 8., being arrears on account of the nemnook of the years Sumvut 1894 and 1895 (A. D. 1837 to 1839), out of which sum he purchased the horses, &c. for it, while Ahmed Khan got nothing at all, but was compelled to borrow a sum of 4,000 rupees, with which he purchased horses, and passed muster. Shortly after this Ahmed Khan died, when his son being without interest, and having no other course to pursue, borrowed 3,000 rupees from a Soukar, and gave it as a nuzzurana to the Guicowar government, which enabled him to retain the paga. The interest on the above two items, amounting altogether up to the present time to a sum of 4,000 or 4,500 rupees, has been paid off by Ahmed Khan's son from his allowances; and the paga has at the same time been kept in an efficient state, while he has also had a large family to support. Nevertheless, with the exception of the original debt of 7,000 rupees, he is not otherwise involved. On the other hand, the Pole has expended all the revenues of his villages, and the money received from the Guicowar government; and in addition has, up to the end of the year Sumvut 1903 (A. D. 1847), got involved with the Soukar to the extent of *Rs.* 15,532. 7. 6. On examining the detailed statements of his assets and debits, and the account of Jugjeevun Kandass, both of which are enclosed separately, you will understand the matter.

12. In the village accounts for the year Sumvut 1900 (A. D. 1844), Kandass Waghjee has entered 194¾ kulsees of rice as being stored up owing to his not meeting with a buyer, the value of which, amounting to *Rs.* 1,679. 11. 6., he has deducted from the balance, and credited under the head of the rice account. Of this grain, 100 kulsees were sold for *Rs.* 795. 5., which sum is credited in the accounts for Sumvut 1901 (A. D. 1845), in which year the Parukh struck a balance of *Rs.* 2,257. 15. 9. against the Pole. In this same year, notwithstanding that the Pole had leased the three villages for seven years, for an annual rent of 5,701 rupees, the Parukh has only credited him in his accounts with 3,801 rupees, and the difference, 1,900 rupees, is now here accounted for. From the Sumvut 1,902, the management of the affairs of the Pole's paga was placed in the hands of the Parukh Jugjeevun Kandass, during the time of Sir R. Arbuthnot, as it was impossible, without documents, to find out whether the arrears claimed from the Pole by Kandass Waghjee were ever settled or not. I questioned Nursoo Punt on the subject, who gave me a yad, being a detailed account of the sum of 1,900 rupees, and also the account presented at the Residency by Kandass Waghjee at the time the Pole preferred a claim against that individual there, and which dispute was at the time inquired into, and settled. He gave me these two papers on the 16th August 1848. On examining the latter document on the subject of the claim, it appears that the Pole objected to some of the items of expenditure in the Parukh's account, and complained accordingly; and these were inquired into by Sir R. Arbuthnot, who settled the case, and directed the items in question to be deducted from the Parukh. Against one of the disputed items appearing in this paper, it is written that "the Parukh denies having fixed the price of the rice, and says that it was stored up merely because there was no purchaser; but as the Parukh cannot prove by any written document that he reported the circumstance of its being kept in store to the Resident or Pole, it has been decided by the Resident that the rent of the store-room where the rice was kept, and the interest on the value of the rice that still remained, amounting to *Rs.* 415. 4., should be credited by the Parukh in the Pole's accounts." This was a very just decision, because the Parukh failed to report the circumstance. In this manner the Parukh has, in connexion with the affairs of the Pole, although he could bring forward written proof regarding the particulars of certain matters, yet from the fact of his not having reported the circumstance to the Resident, been a considerable loser. These facts appear on examining the papers, and they are now brought to your notice.

13. The produce of the villages of Kasseepoora, Amodur, and Jamboowada, for the year Sumvut 1903 (A.D. 1847), is shown by the manager to be very small, but no inquiry can now be made regarding it, because in these villages there is no regular system of collecting revenue by bigotee or khatabundy, *i. e.*, either a certain assessment on the beegah, or some other specified arrangements. In such villages the estimated produce can only be calculated when the grain is ready for the sickle, and also after the grain is cut; if immediate inquiries are made in that year as to the amount of grain sown, and what has been gathered in, the estimate can even then be arrived at; however, it is too late now to adopt either of these two plans. When the patells and pagadar are questioned on the matter, they don't explain it properly, because they know if they were to state the whole amount of the produce, they would have to make good the rent according to the contract. Besides, what has been plundered from the produce, has not fallen to the share of one individual; they refuse to produce the accounts such as it is customary to keep, from which their rascality is apparent. On examining into the case, the following seem to me the reasons for the deficiency in the revenues of the villages.

1st. The patells of Kasseepoora have allowed some 35 or 40 families of Scindees to settle down in their villages, and sold and mortgaged to them portions of Government land, and other portions they pretend they have disposed of in a similar manner from the circumstance of these Scindees residing there, while they themselves receive the produce. Some of

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the land has also been portioned out among the others for pasture. In all villages, when the (bhagbuttaee) revenue in kind system is in force, it is the custom to collect all the grain into the khullee (thrashing-floor), but in this village, there being many Scindees, the patells and ryots all plot together with them in a system of robbery, and keep the Government grain in their (the Scindees) fields and houses. In the event of robbery being at any time traced to them, they declare it to be the produce of the land purchased or mortgaged by them, and thus forcibly retain the Government grain. On hearing that this was the practice of the patells and others, I sent for one of the patells, Govind Nurotum, of the above village, and his deposition was taken before Mr. Battye on the 23d August 1848, in which he stated that he could not give information on this point, as it would cause ill feeling between his kinsmen and himself; but that when the management of the villages came into the hands of the Sircar, he would tell everything he knew. On this, I told him that he should give all the information in his power, and on the 24th August, he, in the presence of Mr. Battye, gave in a yad to the effect, that the produce of 14 koonburs was consumed by others, and never handed over or accounted for to the Sircar, and although the robbery of a heap of grain had been carried home to some coolies, yet they had never been called upon to make good the amount, and that some portions of the land had been portioned off into pasture. On examining the yad, and his deposition, it will be understood. I have examined the clearance accounts for the years Sumvut 1902 and 1903 (A.D. 1845-46-47), written by the mehta, and handed in by the manager, but the detailed accounts Roz, Mel, and Khatawuee, which it is usual to give in, he refuses to produce. On examining the four khurda choprees, furnished by the patells and tullatees for these two years, they are not, it would appear, the original ones, but have been drawn up to show a deficiency in the produce; and on desiring them to produce the documents from which they conducted the management of the revenue, and calculated the balance due, they replied that they had already given such books as they had, and that there were no others; but it is quite impossible that the revenues could have been calculated from these (khurda) waste books which were shown to me. Fraud seems to be their sole object in withholding these books. The village in question is surrounded with villages belonging to the Guicowar court, whose accounts were called for at my request by the Resident, on examining which I have come to the conclusion that the produce of the village of Kasseepoora for Sumvut 1903 (A.D. 1847), would necessarily be less than that of Sumvut 1902, but not to the extent mentioned by the manager. In the year Sumvut 1903, a deficiency of 500 rupees may have occurred from the failure of the cotton and other crops over and above that of the preceding year, but the other losses specified appear to be incorrect.

2d. The chopras and balance accounts of the village of Amodur, for the years Sumvut 1902 and 1903 (A.D. 1846 and 1847), have been furnished. On examining and looking into these, in two of the mehta's clearance accounts, and the two (kuttownees) general village accounts for the two years, the folios of the daily cash book are occasionally referred to; wherepon I called for that book from the mehta, but he replied that the loose papers had been given to Russeekram, the manager. Russeekram has produced the mehta's list, from which it does not appear that he gave these loose papers to him; besides, it is not customary in the kuttownee * to make references to loose sheets. In this fraudulent manner do they endeavour to prove the deficiency in the village produce. The (khurda chopras) rough account books produced by the tullatee and patells are not framed according to custom, they appear to have been lately drawn up; I consequently again sent for the before-mentioned patell Moree Dajee Nuthoo, and inquired into it, but these people are such stupid ignorant fellows that they do not understand anything. When I asked them the question "In the Sumvut 1904, what grain was grown in your fields, and what share thereof did you give to the Sirkar, and how much did you take to your own house?" they could not even distinctly remember that. In the year Sumvut 1904 (A.D. 1848), the manager had levied fines on these people, to show the exact amount of which, they had brought a small bundle of grains of grammne, from which I prepared a list of the fines, and showed it to Mr. Battye on the 25th August 1848; on comparing this with the statement furnished by Russeekram, the manager's goomashta, a great difference was at once apparent. Hanum Patell, who conducts the management of the village just now, is in collusion with the manager and Gorajee Row, whom he bribes with a sum of money, and appropriates an equal amount to himself, so at least I conclude from the list of fines. On examining the account of revenue of the surrounding villages belonging to the Guicowar, the deficiency shown in the account of that of the village of Amodur appears to be incorrect.

* A kind of ledger.

3d. The produce of the village of Jamboowada, for the year Sumvut 1903 (A.D. 1846-47), compared with that of the neighbouring villages belonging to the Guicowar government, does not appear correct. For the year Sumvut 1902, *Rs.* 97. 1. 6. only is given as the amount of revenue; and during the management of Kandass Waghjee it was never so small; for these two reasons, therefore, I do not think the accounts furnished by the present manager to be depended upon.

From the above particulars, you will be enabled to judge of the cause of the falling off in the revenues of the three villages.

14. On examining the Pole's daily account book, it appears that he sent sundry cart-loads of grass from the pasture lands of the village of Jamboowada to Russeekram, and Sumputrambut. In the deposition of the former, taken in the presence of Mr. Battye on the

31st

31st August 1848, it is written "that he was in the habit of paying for the carting and cutting of as many cart-loads of grass as he took for himself, and it was never included in the paga expenditure." On this I desired him to produce the account books in which the expense of cutting and carting had been entered; for that if he had paid these items, there would most certainly be an entry of them, on which he said "he kept no accounts in his own house, but that the expense of the carting had been deducted from the salary for the management of the villages, to be recovered from their produce. The expense of cutting is paid all at once, so that whatever amount of grass goes towards the use of the paga is debited to the Pole's account, and the remainder to his." From this it is quite clear that he has private accounts, but he has never been put to the expense of cutting or carting, and consequently, does not wish to produce them. Further, on looking into the accounts of the villagers for the same year, it does not appear that the carting expenses have been deducted from their salary. On questioning Bapoo Ballajee, a carkoon of the Pole, on this matter, in the presence of Mr. Battye, on the date above-mentioned, as to whether the 36,225 bundles of grass mentioned in the chopras for Sumvut 1903, against the names of Ruseekram and Sumputram, were part of that belonging to Gorajee Row Pole, he replied, "That he did not know what agreement had been made between the Pole and Russeekram and Sumputram, but that he had entered it in the chopra, as directed by the Pole, by way of a memorandum." I then asked him, How was it, that when I yesterday inquired of you about the grass entered in the chopras, that you said that the Pole had desired Russeekram to erect a stack of grass near the Fukeer's stand, and that when the stack at the Pole's house had been all expended, that you began taking grass therefrom; whereas, to-day, you state that you entered the grass in the chopras in Russeekram's name, according to the Pole's orders? To this he replied, "that he certainly did say so yesterday, but he was not fully aware at the time of the circumstances of the case." I then observed to him that he yesterday had alluded to the stack having been erected near the Fukeer's stand, but that being afraid of the Pole or Russeekram finding fault with him, he had to-day pretended ignorance of the fact. To this he replied, that "he thought that the grass had been stacked there, which was his reason for saying so." From the above depositions, and the statement of Gorajee Pole and Kasseeba Pole, it appears that none of them agree, and consequently, no dependance can be placed on either the written or verbal statements of the Pole, or the manager of his affairs. On looking into all the papers and accounts, I feel convinced that the grass which was taken by Russeekram belonged to the Pole.

16. On examining the item of cutting and carting grass in Juggeevun Kandass accounts, I perceive 150,000 bundles of grass were cut in the year Sumvut 1902 (A. D. 1846), and 150 rupees entered as expenses on that account. Out of this 105,000 bundles were sent to the city of Baroda, and 45,000 to the village of Sawukree. The above is the detail of it in that year; and in Sumvut 1903, there appears an item of *Rs.* 178. 8. for cutting grass, amounting to about 178,500 bundles, of which, 122,310 was sent to the city of Baroda; a stack at Jumboowada, of about 45,000 bundles, was burnt down, and the deficiency of about 11,093 was given or taken away; now if this deficiency of 11,000 is included in the amount of grass cut, then the whole amount seems to have been expended. In the account for Sumvut 1903, there appears an item of *Rs.* 50. 8. for carting grass from Jamboowada to Sawakheira, in the year Sumvut 1902; this I imagine is not correct, because the whole of the grass cut that year is above accounted for, and there could not have been any remaining; consequently, the charge for carting in that case must be an imposition.

17. From an entry in the chopras for the Sumvut 1903 (A. D. 1847), it appears that 4,460 bundles of grass were received by the Pole from Sumputram, out of that stacked near the Fukeer's stand; but on examining the places where the different entries on this account have been made, the items do not appear to have been noted where they ought to have been; they have evidently been inserted here and there *ad libitum*, "so many by cart," "so many by camel, &c.;" from this I conclude, that as the Pole, in his deposition taken before Mr. Battye on the 25th August 1848, had stated that he had borrowed from Sumputram 10,000 bundles of grass, he deemed it necessary that some proofs should be forthcoming, and therefore made these entries.

18. I perceive from Kasseeba Pole's deposition, taken before Mr. Battye on the 18th August 1848, that the Pole, in Sumvut 1902, sent 3,000 or 4,000, and in Sumvut 1903, 4,000 or 5,000 of grass by cart to Deinker Keshow, a carkoon of the Rewa Kanta agency. After this, on the 25th August, Gorajee Row Pole gave his deposition before Mr. Battye, in which he states that of the grass which he gets from Jamboowada, he gives 1,000 to the carkoon Dinkur Keshew, the cost of which he in the first instance pays the patells himself, and afterwards receives it from the carkoon, and that if he could find the entry in his private accounts he would bring it and show it. He accordingly sent his account book, with his carkoon Bapoo Ballajee, but on looking into it, I can find no entry of money received from Dinkur Keshew. On examining the accounts of the paga for the years Sumvut 1902 and 1903 (A. D. 1846 and 1847), I perceive that 1,000 grass was given to Dinkur Keshew, in Sumvut 1903; and in Sumvut 1904 (A. D. 1847 and 1848), 750 bundles to the same individual. The carkoon was on this sent for to give his deposition, but they brought back word that he was sick, and unable to attend at office, for which reason his deposition was not taken. From the above-mentioned documents, however, it does not appear that Dinkur Keshew had ever purchased any grass from the Pole.

19. The patells of the villages of Kasseepoora, Amodur and Jamboowada, both before and

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after the above-mentioned villages were made over to the Pole in Dumalla, sold and mortgaged portions of the Government land. Now if the papers and documents in such cases are duly examined into, their correctness or otherwise tested, and the lands recovered from such parties, the produce of the villages will be considerably increased. There is a great deal of pasture land in the village of Kasseepoora, which, if it is ploughed up, and made into fields, there would be ample produce for the expenses of the paga, and the frequent complaints now made regarding the deficiency in the revenue of these villages would be removed.

On examining all the papers and accounts connected with the Pole's affairs, the particulars contained in the above 19 paras. came under my notice, which I have thus submitted for your information and guidance.

(signed) *Venack Moreshwur Fudkey.*

5 September 1848.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(H.)

Received 14 February 1846.

"MEMORANDUM from *Gorajee bin Soobanjee Pole*, pagadar, to the effect that the patell Rugonath Meethee and Dessaee Wullud, patells of Kasseepoora, took a lease from 1901 for seven years, at 5,701 rupees, and were to give security for each year, and for 1901 Parukh Ishwurdas Mooljee gave security into the treasury, and the security managed the village; and this year we required Rugonath Meetha and Dessaee Wullubh, the patells of Kusseepoor, to furnish 5,700 rupees security, and they have answered, that this year there has been a drought, and they cannot find security, and that they will not keep the lease; thus they speak improperly. Upon that I and Vakeel Chotumlall and Jugjeewan Khandass having consulted, agreed with the above patells that whatever produce the parek's havildar and mehta, managing generally, can collect, they would take, and, according to this, the parek's havildar and mehta went on Poush No. 1 to the village, and began to ask for a half share of the thrashing. After that Ishwur Mooljee having written a letter to Patell Rugonath Meetha and Dessaee Wullubh, a havildar, and five Scindh sepoys, Mehta and Ali Jetmal, the Scinde Jemadar, having collected, they stopped the property at the village thrashing-floor, saying that they had Ishwur Mooljee's orders from Baroda to stop them, and would not let them have possession; thus they misbehave. And the parek's autograph letter to the patells is present, therefore let Ishwar Mooljee give my banker Jugjeevan Khandass security for 5,700 rupees, or else let him remove his sepoys and havildars. Be good enough, great sir, to clear this matter.

Gorajee Bin Soobanjee Pole,
His signature, as above.

Sumbut 1902, Maha Sood,
(Wednesday, 28 January 1846).

This petition is sent to the Guicowar's authorities, with a memorandum.
19 February 1846, Baroda Residency.

(signed) *R. K. A.*

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(I.)

A MEMORANDUM has been received by the Resident from Gorajee Pole, pagadar, dated Magsood 1st, corresponding with 28th January 1846, to the effect that Ishwur Mooljee of Baroda has sent Scindee sepoys, &c. to obstruct his possession of the alienated villages granted for his paga, and requesting that it might be arranged; a copy of the memorandum is sent with this, from which the purport will be known, therefore be good enough to direct the paruk, should he have sent the sepoys, &c. to hinder possession of the village, to remove them, and make arrangements that in future no unauthorised obstruction should be made to the possession, and send an early answer. Magsud 8th, 1902; dated 19th February 1846.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(J.)

TRANSLATION of a Yad received from the Guicowar Government, dated 2 April 1846.

A MEMORANDUM, No. 92, dated the 19th February 1846, has been received from the Residency to the effect, that Ishwur Mooljee had sent Scinde sepoys, &c., and obstructed Gorajee Pole's possession of the alienated villages given for his paga, and that if that was the case, that they should be immediately removed, and that arrangements should be made to prevent unauthorised obstruction in future, and requesting an early answer. Upon that Ishwur Mooljee was sent for by the authorities, and he gave a memorandum and a copy of the Pole's deed to the authorities, and they are sent herewith, and the purport will be known. Looking to the purport of them, it does not appear to have occurred as the Pole writes, and the parukh has some claims against the Pole, therefore be pleased to consider the purport of this answer, and give the Pole strict instructions to settle the parukh's claims, and let him be enjoined in future not to make these false complaints.

5th Chyter, Sumunt 1902 (1 April 1846).

Order.

Write an answer on the above to Gorajee Pole, and present it.

7 April 1846, Baroda Residency.

(signed) *R. K. A.*

TRANSLATION of Copy of a Yad from Eshwur Mooljee Parukh to his Highness the Guicowar.

IN your presence, the petition of Eshwur Mooljee Parukh is, that a memorandum has been received from the Resident to the effect that Gorajee bin Soobanjee Pagadar had sent a memorandum, dated Mag Shood 1st (28 January 1846, A. D.), to the effect that Eshwur Mooljee had sent Scindee sepoys and others to obstruct his management of the alienated villages given for his paga, and begging that an arrangement might be made, and sending a copy of the memorandum, and requesting that if the parukh had done so, the people might be immediately removed, and orders given that it should not occur again, and requesting an early answer. Thus, on the 8th Magwud, Sumunt 1902 (19 February 1846), it was written. But I gave the Pole Gorajee bin Soobanjee Pagadar a security bond for one year for the produce of the Dumalla villages, for the Sumunt 1901 (A. D. 1845), agreeing to pay 5,701 rupees into the treasury by instalments for one year. That two instalments or so were received from the village, and paid in, and an order to pay the third instalment was received from the treasury; upon that I told the pagadar distinctly that I would not pay the instalment, as cash due to me for tuccavee advances, &c. still remained against the village, and that when I received that I would pay up. Upon that the pagadar said that he was master of whatever tuccavee or losses were to be incurred in the village, and that it was nothing to me, and that he would pay me, together with interest, whatever appeared justly due, after making an account, and then take the villages out of my hands, but that I must pay the instalments into the treasury; upon that I paid it in, and have been since then conducting management of the village, according to the pagadar's bond, while he, the pagadar, has misrepresented the matter to the Resident. I now present copy of the deed Gorajee Pole wrote to me regarding the security, and of the paper written regarding the payment of the last instalment, together with this petition; and from that it will appear that the Pole Pagadar has made a false representation, and if the Sirkar will have the kindness, they can direct that my cash may justly be repaid by the pagadar, with interest. The Pole states that I have sent Scindees and others to obstruct the villages, but that is entirely false. I acted in accordance with his own agreement, but he has misrepresented the matter, and improperly, in some other quarter, entered into new arrangement regarding the villages, upon which I, without offering any opposition, sent and called my people home; but up to the present time he refuses to settle with me according to agreement, and makes false complaints against me at the Residency, so be kind enough to consider the document from the Pole, copy of which I have enclosed, and send a memorandum to the Residency, that the Pole may be directed to satisfy my just claims.

(signed) *Parukh Ishwurdass Mooljee.*

The above is true.

Sumunt 1902, Chyter Shood 5th
(Wednesday, 1 April 1846).

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

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TRANSLATION of Enclosure in (J.) received 2d April 1846, with Guicowar Government's Yad, No. 197.

(Copy of original.)

SUMVUT 1902, Maha Shood 13th, (9 February 1846,) after compliments, writes Gorajee Pole Bin Soobanjee Pole Pagadar to Eshwur Mooljee, both of the town of Baroda:

That I have received the sums of 2,001 rupees from you, which I have to give, the interest to be calculated at 9 per cent. per annum, when whatever it may amount to, I will pay. The money I have received is as follows:

You gave security at the treasury for me, for the Sumvut 1901, for which reason I have borrowed this money to pay up the instalments, and which I will repay to you, from the bankers with whom I transact business, and as security for this money my villages are in your management; as soon as I have made a settlement of your money, I will take the management from you. This I have written by the hand of Bapoo Ballajee Subanjee Pole, in my service.

(signed) *Gorajee bin Soobanjee Pole.*

(Witness.)

Patell Rugoonath Metha.

TRANSLATION of another Enclosure in (J.), received 2d April 1846.

(Copy of original.)

AFTER compliments, writes Gorajee bin Soobanjee Pole Pagadar to Parukh Ishwar Mooljee: That I have three villages as salary (nemnook) for my paga, and you have been security for them on behalf of Patell Rugoonath Mehta and Dessaee Wullubh, and the bond for (5,701) five thousand seven hundred and one rupees, passed to me, you have assured me that whatever money you receive on account of the villages that you will take, and will recover the balance from the patells yourself. This writing is true. By the hand of Bappoo Ballojee Nisbut Gorajee Soobanjee Pole, Sumunt 1900.

Bhadrupud, Soodh 9th (20 September 1844).

(True translation.)

(signed) *J. T. Jameson,* Assistant Commissioner.

(K.)

TRANSLATION of Deposition of *Patell Dessaee Wullubh,* and *Rugonath Mehta,* of Russeepoora, Gorajee Pole's alienated Village.

Question.—DID you take the farm of Jumboowara, Russeepoora and Ahmodur from the Pole, and from what year, and to what year; and have you the lease still, and if not, how came the lease to be broken?—*Answer.* We took the farm of Ahmodur, and other villages, in all three, from Gorajee Pole, through the Resident, from 1901 (A.D. 1845), and had possession for that year, and paid the monev; but next year, 1902 (A.D. 1846), there was a drought and the produce of Ahmodur and Jumboowaree was entirely dried up, and it appeared that there was no produce in these villages, and the produce of our village did not ripen, and we could not pay the rent, so we mentioned it in the Resident's kutcherry, that there was no produce as above mentioned in those two villages, but at the rate at which the produce ripened in Russeepoora, we would pay the rent, and that we could not that year pay according to the lease. Having further said that we would mention it to Gorajee Pole, we sent and told him, when he said he would send his carkoon to the three villages, and take what was produced, and we were not to think about the lease. So the Pole sent a carkoon and collected the revenues. In the same way the Pole kept the villages in hand, and collected the revenues in 1903, and we did not again ask the Pole about the lease, nor did we mention the lease being broken to the Resident. Gorajee Pole told us, that as the villages were to be taken out of the hands of Khandass Wagjee, that we should enter into a contract for them, and that if any loss occurred he would not take it from us, and as there began to be a loss he kept the villages in hand, and we made no dispute about the lease.

Did you tell the Resident that the Pole had told you, that as the villages were about to be taken out of the hands of Khandass Wagjee, that you should take the lease, and that the Pole would not recover the loss from you. And is this entered in the lease or your agreement?—We did not mention this to the Resident, nor is it entered in the agreement, but by seeing it we should remember. It was agreed that if we did not find security the villages should be kept in hand; Gorajee did not give in writing that he would not hold us answerable for loss; he said so by word of mouth.

You

You did not mention this to the Resident, then what occasion was there for you, in so deceitful a manner, to assume the responsibility of the lease, and grant a deed of agreement thereto?—Gorajee is the owner of our village, and he told us to take the lease, and that he would manage the villages; so the management was conducted by him.

Dated 2 December 1847, A.D.

(signed) *Dessaee Wullubh Patell,*
his mark ×
Rugonath Mehta Patell,
his mark ×

Question.—You say that Gorajee, on account of the dearth, took the villages in hand for 1902 and 1903, but now you must in 1904 take the lease and be answerable for it yourself; how is this?—*Answer.* Gorajee Pole told us that if we would agree to take the three villages, Kandass Wagjee would be dispossessed of them, and upon that we agreed to take the lease, as we have mentioned above; now the Pole has taken possession of the villages from us and manages them, and if we had management of them, we should not get the full revenue; and by Gorajee's desire we kept the matter secret, and did not mention it to the Resident.

Are you willing to take the farm of Kasseepoora for 1904 (A.D. 1848), and what will you give for it?—We will take it for 3,000 rupees, and taking 100 rupees as our enam, for service, we will pay the balance; according to this we are willing to take it.

Dated 15 December 1847, A.D.

(signed) *Patell Rugonath Mehta,*
Patell Dessaee Wullubh.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(L.)

TRANSLATION of Questions put to *Paruk Jugjewun Khandas,* of Ahmedabad.

Question 1. You have given a taleebund of the Pole's villages for Sumbut 1902 (A.D. 1846), in this *Rs.* 242. 6. 6. is entered as loss, as paid to Dulsook Koober, in payment of former debt; to whom and for what did you pay this money, and if you have a detailed account of it, produce it, as there was nothing due to that modee since the end of 1901; so you must show the proofs of it?—*Answer.* I did not take a detailed account from the modee in question. Gorajee Pole, after looking at the accounts, was in the habit of telling me to do so, and he used to write me notes, according to which I entered his name in the paga accounts and paid him the money. Thus Dulsook, at Gorajee Pole's desire, was paid *Rs.* 242. 6. 6, and in the jartee (general account) for 1902, after having produced it to Gorajee, the item was entered therein, but I have no other proof regarding it.

2. You have in the above taleebund for Sumbut 1902 entered in the account of loss *Rs.* 675. 15. 9, in two items, on account of former accounts to Modee Hurree Wullubh; if you have a detailed account of it, produce it, as the money for 1901 (A.D. 1845) was paid to Khandass Wagjee from the treasury, and it is necessary to see the total that was due to him, and how much he has received?—I took no detailed account from the modee, as I have mentioned in the answer to the first question; I gave it at Gorajee Pole's desire, and so it is entered in my account books and the jartee (general account); besides this, I have no other exhibits.

3. You have in the above account of loss entered 425 rupees as price of horses; from whom and when did you buy those horses, and to whom did you pay the money; if you have an account, produce it?—I gave 40 rupees of the money, at Gorajee Pole's desire, to Rawat Khanjee. I asked Khanjee when he gave the horse; he said it was a long time ago; so I knew it was probably paid on account of some horse bought some time back; so I paid him 40 rupees, and thus an item of 80 rupees, and 190 rupees, and 115 rupees were paid, because I thought the horses had been bought before, and the money was paid at Gorajee Pole's desire; the proof is entered in the jurtee (general account), but besides that, I have no other proof.

4. In the above account for 1902 (A.D. 1846), under the head of loss, *Rs.* 1,886. 4., are entered as roza; mention the individuals concerned?—This money was given to the horseman, &c.; the details and individuals are entered in the "nama," (roz "nama"? *i. e.*, day-book). I will copy and give it, but it was a former balance. Upon inquiry, it appeared from the horseman and others that it was a balance from before Sumbut 1901, and so, at Gorajee Pole's desire, I paid the money. I did not examine the papers, and the whole item of pay is entered in the jurtee (general account); but I have no other proof.

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5. The following items are entered in the miscellaneous accounts for Sumbut 1902:

Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	
30	–	–	bheestee.	20	–	–	price of bullocks.
23	–	–	cushions.	23	8	–	a piece of jaconet.
3	13	6	cadee.	20	–	–	bheree (a kind of hemp).
8	8	–	saddle cloths (dullo).	22	–	–	cotton ropes.
15	8	–	ditto horseman.	9	8	–	mussala.
			TOTAL *Rs.*	175	13	6	

If you have the details of to whom and why you paid this money, produce them?—This is in my "nama," and so has been entered in the jurtee (general account), and from inquiry, and what Gorajee said, I found it was on account of balance due to the paga, so I paid it; and having settled the account personally with Gorajee Pole, an entry is made in the taleebund, and besides this, I have no other papers or accounts.

6. You have entered in the same account *Rs.* 7,001. 2. 9. to the Pole's account, and according to the above questions, it appears that *Rs.* 3,405. 7. 9. have been paid on account of the paga, according to agreement; and besides this, *Rs.* 3,595. 12., on account of the paga, cannot be accounted for; it appears to have been on account of the Pole's private affairs and soukar's debts; if you have any account of it, produce it?—My answer is as follows:

Rs.	*a.*	*p.*	
2,444	–	–	About Hurree Wullubh Bechur. The circumstances are these: that Gorajee Pole, having given Oomedbhaee Guicowar as security to the above parek for that sum, and took the money to the paga account, and Gorajee Pole threw that loss upon me at that time, Parek Hurree Wullubh wrote a note to me, accounting for it as the adjusted balance of the paga, and therefore this item is entered to loss; but why and in what year, the parek received this sum, there are no vouchers.
300	–	–	On Bhasker Row's account. Gorajee Pole took this on account of an account regarding the paga which he had opened with Basker Row, and Basker Row has written, at the Residency, a note to Gorajee on this subject, and upon that I gave it; but in what year, and why this money was paid, I have no vouchers, nor have I inquired.
324	8	–	About surpao. When I agreed to enter into a money arrangement with Gorajee Pole, 200 rupees, earnest money, and *Rs.* 124. 8. sirpao were agreed upon, so I have taken it out of the money arrangement, and entered it to the Pole, and the Pole having verbally agreed to refund it from the next money transaction, I therefore took it therefrom.
93	–	–	Two items, 75 and 18 rupees, regarding the guross of Jamboowarra and sepoys of Kasseepoora. That in 1901 (A. D. 1845), Gorajee leased the villages to the patells, and took security from them; but that security Ishwun Mooljee did not pay the instalments, according to agreement, nor did he pay the padria grasseeas, as due; consequently, in Sumbut 1902, these grasseeas and sepoys began to make a disturbance, so Gorajee Pole, having entered the item in a former liquidation account, caused the money to be paid to these people, and at his direction I paid this sum, thinking it former arrears of the paga. I did not look for any vouchers, nor have I got any with me.
10	–	–	An item to Aba Kanara, the particulars of it are this: In 1901, Gorajee Pole bought a shed for the paga, and the price was to be paid; this was paid; the shed is now in the paga. I have inquired from Aba Kanara, and discovered that the shed was taken for the paga in 1901 (A D. 1845), so that it remained to be paid accordingly.
186	12	–	This item, for sundry expenses in the paga items, to be paid and incurred on account of servants, lights, and charities, &c. This, supposing them to be old dues, I paid at Gorajee Pole's desire; but I have not looked into any papers, to discover whether it is an arrear of a former year.
115	–	–	Bugwuntrow Seersa was a horseman in the paga, and this was paid at Gorajee's desire, on account of settlement of his arrears of pay; but in what year he was in service, or how, I have not ascertained from any documents.
122	8	–	Interest and premium. This item is, that when this agreement was made, as therein agreed, one month's interest was taken as premium.
3,595	12	–	

This is my answer.

7. You

7. You say you have given accounts, but you have only given a general talibund; you have not given a full and detailed account, as you were asked above, regarding the detailed accounts, so you must produce them?—I have produced all the detailed talibunds I possess before the authorities, and besides that have no other exhibits.

8. You say that you have documents to prove the balances of revenue outstanding against Amodhur and Kusseepoora for Sumbut 1904, but you have not produced them; so if you have any documents signed by the patells and others to prove this, produce them?—I have these papers, written by the tuttalie, and signed by the patells, and will produce them, and having received my money, I will make them over to the authorities.

These answers I have given are true.

(signed) *Parek Jugjeevun Khandass*,
By Russeekram, Manager.

Sumbut 1905, Asadsood 10th
(30 June 1849).

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(M.)

MEMORANDUM of the Gross Produce of Gorajee Pole's Three Villages, for Sumvut 1906.

Rs. a. p.		*Rs.* a. p.	*Rs.* a. p.
4,081 14 6	Kasseepoora village. Balance of revenue collected from ryots (at the Residency) for Sumvut 1905 - - - - - -	- - -	326 2 9
	Collection for Sumvut 1906:		
	Net revenue - - - - - -	4,516 6 9	
	Extra receipts - - - - - -	894 8 3	
			5,410 15 -
			5,737 1 9
	Deduct:		
	Paid by Shumbooram, at the Residency, amount of the aforesaid arrears for Sumvut 1905 -	326 2 9	
	Sent into the Residency, through Shumbooram, on account of the salary of a mehta and havildar - - - - - - - -	52 7 6	
	Refunded, as per memorandum from Resident, amount of certain uncultivated land, for Sumvut 1905 - - - - - - -	610 15 -	
	Expense for the village metha, havildar, and gurrasia, &c. - - - - - - -	665 10 -	
			1,655 3 3
	Net Collection - - -	- - -	4,081 14 6
	Amodhur village. Gross produce:		
	Fixed revenue - - - - *Rs.* 2,376 12 9		
	Extra receipts - - - - - 736 5 -		
		3,113 1 9	
	Carried forward - - - *Rs.*	3,113 1 9	4,081 14 6

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				Rs.	*a.*	*p.*
Brought forward				3,113	1	9
Deduct:						
Expense of the village mehta, havildar, and girassia, &c.	502	8	–			
Sent into the Residency, per Sumbooram, on account of salaries to mehta and havildar	29	14	9			
On account of five Sepoys entertained as watchmen	32	6	–			
				564	12	9
Net Revenue						2,548	5	–
The Jamboowarra village produce:						
Fixed collection	1,162	15	3			
Extra ditto	319	13	6			
				1,482	12	9
Deduct:						
Expense of the village mehta, havildar, gurrassia, &c.	323	11	3			
Sent into the Residency with Sumbhooram, on account of the salaries to the mehta and havildar	17	9	9			
On account of five sepoys employed as watchmen; of that, *Rs.* 62. 6. was expended; deduct *Rs.* 32. 6., paid on account of Ahmodhur, and balance	30	–	–			
				371	5	–
						1,111	7	9
TOTAL			*Rs.*			7,741	11	3

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(N.) 1.

CONTAINS Three Accounts for the Village of Kasseepoora, for the Year Sumbut 1901.

	Rs.	*a.*	*p.*
The first shows collections amounting to	2,542	8	9
And expenditure	413	4	–
The second shows collections amounting to (the additional 45 rupees being entered to "In excess of village produce")	2,587	8	9
And an expenditure of (this should have been 413 rupees)	403	–	–
The third shows collections amounting to	2,542	10	9
And tuccavee	503	–	–
Rs.	3,045	10	9

But is clearly an imperfect account.

(N.) 2.

CONTAINS Four Accounts for the Year Sumbut 1902.

	Rs.	a.	p.
The first shows revenue	4,231	2	3
Expenditure	487	4	–
Net Government Revenue - - - Rs.	3,743	14	3
The next is an incomplete account.			
The third shows revenue	4,199	10	3
With tuccavee	748	5	6
But no total nor expenditure.			
The fourth shows collections amounting to	4,231	2	3
Tuccavee	609	14	6
Interest	137	7	–
Havildar	4	–	–
Paid to the parek	3,810	–	–
Village expenses	516	8	–

There are further items written below, which shows that the account was not completed.

(N.) 3.

CONTAINS Two Accounts for Sumbut 1903. The first of which appears less incomplete than the others, is translated as a specimen of what they all are.

The Produce of Village of Kasseepoora, for Sumbut 1903.

Rs.	a.	p.		Kulsees.			Rs.	a.	p.	
414	1	6	Rice	42	½	¾	100	–	–	Patell's inam.
71	8	–	Kodra	10¾	5	–	100	–	–	Mehta's pay.
253	11	6	Jowaree	22	1	–	100	–	–	Dessaee.
172	11	9	Doll	12	3	5	300	–	–	
16	2	–	Gram	¾	¾					
2	12	–	Wheat, 2 maunds.							
75	13	3	Castor oil	3½	¾	5				
99	5	3	Sesanam	3½	3	4				
3	–	–	Buntee, 6 maunds.				6	–	–	Mujmoondar.
315	7	6	Cotton	8½	1¼	–	6	–	–	Chobdar and Jasoos.
925	–	–	Sulamee.							*Rs.* 5. 8. Sundun.
120	6	–	Price of grain.							0. 8. Sudee.
15	–	–	Muktadar patell.				4	12	–	The Brahmins from Mootoora.
19	12	–					1	–	–	Baw Puranu.
14	4	6	Price of weighing.				1	–	–	Singers.
86	13	3	Havildaree.				2	4	–	Motashree.
10	–	–	Grass.							*Rs.* 1. 12. Motashur.
7	8	–	Cotton seed.							0. 8. Seedee.
4	–	–	Cotton brokerage.							
17	–	–	Tullatee's cess.				3	12	–	Gleaners.
							25	–	–	Tullatee's pay.
							5	–	–	Duftur expense.
							89	–	–	Commissariat.
							65	–	–	Grassias.
							10	–	–	Gassavees.
							8	–	–	Wrestlers.
							12	8	–	Sacrifices.
							2	–	–	Players.
							1	–	–	The Bhut of Bhore.
							2	–	–	Fukeer of ———
2,638	3	9	Carried forward - - Rs.				544	4	–	

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Rs.	*a.*	*p.*		*Rs.*	*a.*	*p.*	
			Brought forward - -	544	4	–	
				1	–	–	Brahmin from Dwarka.
				4	–	–	The Kurialla Brahmin.
				1	–	–	Rajdoor Hulleebhaee.
				1	–	–	Mursujee's idol.
25	–	–	Purtal Eurea.	3	–	–	Bards.
3	12	–	Loss on grain.	10	4	–	Illegible.
				55	8	–	Havildar's pay.
28	12	–					*Rs.* 18. 0. Bappoo.
5	–	–	Dufter mehta and tullatee.				37. 8. Meter.
				10	–	–	Sepoys.
33	12	–					8 rupees, Maluk.
1	–	–	The Bhut of Bhore.				2 ,, Barotee.
1	–	–	Rajbhat.				9 ,, Gopals.
35	12	–		681	–	–	
				1	8	–	Baee Shunker.
3	–	–	Bards.	2	–	–	Gulabchand.
				2	–	–	Poojaree Jeven.
12	8	–	Sacrifices.	100	–	–	Mehta's pay.
1	–	–	Mursoojee's idol.	100	–	–	Inam.
			Rs. 55. 8.	100	–	–	Dessaee.
				89	–	–	Commissariat.
509	8	–		65	–	–	Grassias.
10	4	–	Illegible.				
5	8	–	Deukshumea.	454	–	–	
2	–	–	Players.				
1	–	–	Brahmin from Dwarka.				
2	–	–	Mijaranis.	6	–	–	Mujmooadar.
				6	–	–	Chobdar.
530	4	–		4	12	–	The Muttoora Brahmins.
				2	4	–	Motashree.
				1	–	–	Singers.
				1	–	–	Bhow Baran.
				8	–	–	Wrestlers.
				10	–	–	Gossaivees.

The second is incomplete.

(N.) 4.

Consist of Four Papers, and a Book containing the Accounts for 1904.

	Rs.	*a.*	*p.*
The first showing collections amounting to 4,816 rupees.			
Of which there is stated to have been paid - - - - - -	3,214	3	6
Expenditure - - - - - - - - - -	595	9	3
Further expenditure - - - - - - - - -	50	–	–
Balance still due - - - - - - - - -	956	3	3
Rs.	4,816	–	–

The second shows *Rs.* 5,099. 4, but that includes tuccavee advances.

The third is an incomplete paper; and the fourth, a duplicate of the first.

The book is a rude account, apparently of the revenue due by the villagers, and the receipts from them.

(N.) 5.

Is an account book, showing the accounts of several ryots, and others, but no general account of receipt and expenditure; it however has an account, showing in detail the amount paid to the Sirkar for 1905, amounting to *Rs.* 3,212. 1.

(N.) 6.

Consists of Two Books, showing roughly the Accounts of the Villagers' Ryotwar;* and Three loose Papers, one only of which is complete—

		Rs.	*a.*	*p.*
And that shows the produce of Sumbut 1906 to be		5,336	1	–
And last year		326	2	9
Total	*Rs.*	5,662	3	9
And, on the Credit side, paid		4,352	4	9
Due for rice		610	11	–
And Total Expenses	*Rs.*	701	–	9

(True extract and substance.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(O.)

Translation of the Five Years' Lease given by *Gorojee Pole Pagadar* to the Potells of Kasseepoora, of that Village, from Sumbut 1904 to Sumbut 1908; and also their Deed of Agreement to the same.

Shree Gujanund.

Sighee L. O. S.

To the authorities writes Gorajee Pole Pagadar, you Patell Mooljee Mukundass, Rugonath Meetha, Dessaee Wullubh, Govind, Nazathun, &c., brothers and nephews, all of Kasseepoora, have agreed to take the farm for five years, at the gross revenue of 3,501 rupees; in all, 17,505 rupees; in shares, for five years, as follows:

3,501 rupees for 1904: 3,501 rupees for 1905; 3,501 rupees for 1906; 3,501 rupees for 1907; 3,501 rupees for 1908.—Total 17,505 rupees.

According to the above settlement for five years, having held possession by Pareek Meetha and havildars, do you pay the several shares, and do not give any fresh land in Pussaita Vechania or Geerania; if you do 51 rupees will be taken as punishment, and they must give up the land. Do not have enmity with any of your sharers, but let each pay his fair share annually, in instalments, as follows:

1,001 rupees, Poush Vud 2d; 1,000 rupees, Palgoon Sood 2d; 1,500 rupees, Jesh Sood 2d.

Thus pay the instalment when due. This is the true lease, and you must act up to it. Robberies in the lands, and grain robberies will be deducted from the lease; besides this, the extra assessments are separate.

Chyter Sood 7th, Sumbut 1904–1906 (10 April 1848), Jumadool Avul.

Acts of God and the king will be allowed, according to the custom of the village.

Date as above.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

To the authorities Gorajee Row Pole Pagadar write.† The Patells of Casseepoora, Mooljeebhaee Makundass, Dessaee Bhaee, Wullubhdass Ragoonathbhaee, Meethabhaee, Govindbhaee, Narotumdass, and the brothers and nephews individually and collectively, that we have, at the gross amount of our shares of the revenue, taken a lease for five years, from 1904 to the end of 1908, with the agreement of 17,505 rupees for five years, to be paid as follows:

† *Sic orig.*

3,501 rupees, Sumbut 1904; 3,501 rupees, Sumbut 1905; 3,501 rupees, Sumbut 1906; 3,501 rupees, Sumbut 1907; 350 rupees,‡ Sumbut 1908.—Total 17,505 rupees.

‡ *Sic orig.*

Thus 17,505 rupees have been settled for five years, to be paid yearly, in the following instalments:

1,000 rupees, Poush Vud 2d; 1,000 rupees, Falgoon Sood 2d; 1,501 rupees, Jeyst Sood 2d.—Total 3,501 rupees.

Thus

* It concludes with a page headed, "Total Produce of Sirkar's share for Sumbut 1906," and each item entered in detail shows a total of *Rs.* 5,076. 7. 9. The other book shows, on the last written page, a sheet of entries headed with "Produce of 1906," and exhibits a total of *Rs.* 5,336. 1.; and on the opposite side, a heading of "Particulars of Village Expenses;" but no total is made of it, though the entries amount to *Rs.* 348. 12.

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Thus 3,501 rupees, thus we will pay our own shares of the gross amount fixed yearly, according to the custom; we will pay the full amount, and from the revenue proceeds and grain robberies together we will make good the terms of the lease, and extra cesses are separate, with the authorities. Thus, as is written above, having taken the produce even to fallen leaves, we will pay the full amount; we will not give the Government land in Vechania, Geerania, or Passeita; if we should, we will then pay 51 rupees as fine, and will make them give up the land. The village expenses will be paid by the authorities. The act of God and the king will be deducted, according to the custom of the pergunnah. This we have written of our own accord, and freewill and knowledge. The security for the shares are as follows:

Left blank.

* * * * * * * *

Thus we have given security, and we will fulfil as written above. We will each house of us fulfil it; if we should fail the securities will, each house of them, perform it. This is true, to be observed as an order of our fathers.

Chytur Sood 5th, Sumbut 1904 (8 April 1848). *Patell Dessaee Wullubhdass*, Witness.

Rugoonath, Metabhaiee, Dheena, Jeysing, Govind, Narothum, Sullatee, in presence.

The brothers and nephews of both.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(P.)

TRANSLATION of Memorandum of Miscellaneous Items of Revenue from the three Dumalla Villages of Gorajee Row Pole Pagadar, for the Sumvut 1904 (A.D. 1848).

	R.	a.	p.	R.	a.	p.	R.	a.	p.
Amount of fine collected at the time of fixing the revenue, of which the following is the detail:							276	8	–
From the village of Amoodhur				207	8	–			
Purmar Jubhaij Hurreebhoy, on account of committing adultery	85	–	–						
Purmar Dajee Nuhtoo, for stealing heads of Indian corn	15	–	–						
Purmar Pahrsing Jetha, for committing adultery	15	–	–						
From all the village guards, for carelessness regarding a theft	5	–	–						
Chaoda Jora Nuhtoo, regarding a dispute	5	4	–						
Solunkee Bapoo Jeewa, for cutting Sircar Babool trees	26	–	–						
Amount of Fine - *Rs.* 21 – –									
„ Pay - „ 5 – –									
Purmar Jubhoy Kusla, for disrespect	5	4	–						
Purmar Nuhtoo Oomed, for abusing the Mehta	10	–	–						
Solunkee Beechur Rugoonath, for a dispute about some land	31	–	–						
Koober Natha, stone-cutter, for committing adultery	10	–	–						
Rs.	207	8	–						
Carried forward - - - *Rs.*							276	8	–

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	R.	a.	p.	R.	a.	p.	R.	a.	p.
Brought forward	-	-	-	-	-	-	276	8	-
From the village of Kasseepoorah - - -	-	-	-	43	-	-			
Coolee Bapooreca, for giving false evidence -	20	-	-						
Coolee Vulla Chapuduya, for gathering the crops off some ground - - - - -	4	12	-						
The daughter of old woman Gulloo, for committing adultery - - - - - -	5	-	-						
Coolee Wulla Chapuduja, for giving evil counsel to the other coolies - - -	5	4	-						
Coolee Bawa Poodeea, for stealing Joare -	8	-	-						
Rs.	43	-	-						
From the village of Jamboowara - - -	-	-	-	26	-	-			
Turwee Dheera, for committing adultery -	16	-	-						
The cattle-herd, for grazing his cattle in Vursindheea's fields - - - - -	5	-	-						
Behchureea, cattle-herd, for destroying the grass of Tullaweea - - - - -	5	-	-						
Rs.	26	-	-						
After the above the following was collected:	-	-	-	-	-	-	80	-	-
From the village of Amoodhur - - -	-	-	-	70	-	-			
On account of a robbery committed in the cart of Solunkee Bapoo Jeewa - -	50	-	-						
Coolee Aminda received from Solunkee Behchur 40 rupees on account of the woman Mohurboy took there, from which will have to be repaid to him - - -	20	-	-						
Rs.	70	-	-						
From the village of Kasseepoor, Sind Jumal for committing adultery - - - - - -	-	-	-	10	-	-			
TOTAL - - - *Rs.*							356	8	-

According to the above memorandum, chettees have been written for their recovery; but with respect to the 20 rupees of Mohurbhoy, that will have to be deducted, as well as the amount of any poor man who may be let off. Date, Shrawun Shood 3d,* Sumvut 1904, written by Ruseekram, manager of the villages, on the part of Gorajee Rowpole Pajadar. Besides this nothing more is to be written.

* 2 August 1848.

(True translation.)

Date as above. (signed) *J. T. Jameson*,
Assistant Commissioner.

TRANSLATION of Memorandum of Revenues received on account of the Expenses of the Paga in his Highness's service, belonging to Gorajee Bin Soobanjee Pole Pagadar, from the Dumalla Villages of the Paga for the year Sumbut 1904.

	Rs.	qr.	a.	Rs.	qr.	a.
The net produce of the village of Kassipoora, after deducting expenses - - - - - - - - - -	-	-	-	2,690	2	3½
Poush Soodh 5th,† a written acknowledgment in the name of the Patel and his brother and nephew, all of them, a detailed account, *i. e.* including village expenses - - - - - - - - - -	3,501	-	-			
A memorandum of miscellaneous items sent formerly in to the Residency - - - - - - -	53	-	-			
Carried forward - - - *Rs.*	3,554	-	-	2,690	2	3½

† 25 January 1848.

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					Rs.	*qr.*	*a.*	*Rs.*	*qr.*	*a.*
Brought forward - - -					3,554	–	–	2,690	2	3½
Village Expenses:										
The yearly expenses of the villages according to the yad, of all the Patell - - - - - - - -					595	2	1¼			
				Rs.	2,958	1	2¾			
Amount received out of this, and the dates on which paid - - - - - - - - - -					2,690	2	3½			
			Rs.	*qr.*	*a.*					
Poss Soodh 14th (20 January)	-	-	30	–	–					
Poss Vudh 9th (29 January)	-	-	42	2	–					
Maha Vudh 6th (25 February)	-	-	104	–	–					
Falgoon Soodh 5th (8 March)	-	-	187	–	–					
Falgoon Vudh 7th (27 March)	-	-	51	–	–					
Falgoon Soodh 11th (15 March)	-	-	45	–	–					
Falgoon Vudh 1st (20 March)	-	-	100	–	–					
Falgoon Vudh 7th (27 March)	-	-	30	–	–					
Falgoon Vudh 4th (24 March)	-	-	187	1	2½					
Chinter Soodh 7th (10 April)	-	-	65	–	–					
Chinter Soodh 15th (18 April)	-	-	505	–	–					
Chinter Vudh 2d (20 April)	-	-	244	–	–					
Chinter Vudh 7th (25 April)	-	-	425	–	–					
Vursakh Soodh 6th (8 May)	-	-	100	–	–					
Vursakh Vudh 7th (25 May)	-	-	100	–	–					
Vursakh Vudh 15th (1 June)	-	-	275	2	2					
Jeth Vudh 11th (27 June)	-	-	125	–	–					
Assud Soodh 9th (9 July)	-	-	23	–	–					
Assud Soodh 9th (9 July)	-	-	22	–	3					
Shravun Soodh 5th (4 August)	-	-	50	–	–					
			2,690	2	3½					
Balance due by the village	-	-	267	2	3¼					
		Rs.	2,958	1	2¾					
Amount of the gross produce of the village of Amodhur					-	-	-	1,821	1	1
A written acknowledgment, dated Push Vudh 22d (January 2) in the name of Patell, his brother and nephew, for (Pako) *i. e.* no deduction to be made therefrom - - - - - - - - -					1,601	–	–			
Augmentation made in the revenue afterwards by Patell Dajee and others - - - - - - - -					200	–	–			
Miscellaneous items, of which a yad, stating the different individuals from whom received was formerly sent to the Residency - - - - - - -					277	2	–			
				Rs.	2,078	2	–			
Out of this Amount received, and balance due:										
Total receipts - - - - - - - -					1,821	1	1			
			Rs.	*qr.*	*a.*					
Poush Vudh 14th (4 February)	-	-	135	–	–					
Maha Soodh 4th (8 February)	-	-	124	–	–					
Maha Soodh 5th (9 February)	-	-	100	–	–					
Falgoon Soodh 6th (10 February)		-	61	–	–					
Falgoon Soodh 8th (4 August)	-	-	20	–	–					
Falgoon Soodh 12th (16 March)	-	-	175	–	–					
Falgoon Soodh 8th (12 March)	-	-	50	–	–					
Falgoon Vudh 5th (25 March)	-	-	221	1	2					
Falgoon Vudh 4th (24 March)	-	-	101	–	–					
Falgoon Vudh 5th (25 March)	-	-	41	–	–					
Falgoon Vudh 8th (28 March)	-	-	100	–	–					
Maha Soodh 11th (15 February)	-	-	26	1	–					
Chinter Soodh 15th (18 April)	-	-	80	2	–					
Chinter Vudh 7th (25 April)	-	-	223	–	–					
Carried forward - - -							*Rs.*	4,512	–	–½

Brought forward - - -						*Rs.*	*qr.*	*a.*	*Rs.* 4,512 – – ½
			Rs.	*qr.*	*a.*				
Chinter Vudh 9th (27 April) - -			30	–	–				
Vinsakh Vudh 7th (25 May) - -			45	1	–				
Vinsakh Vudh 30th (1 June) - -			34	–	–				
Chinter Soodh 6th (9 April) - -			101	–	–				
Jeth Soodh 5th (6 June) - - -			10	3	3				
Sawun Soodh 7th (6 August) - -			25	–	–				
Sawun Soodh 11th (10 August) - -			5	–	–				
Falgoon Vudh 5th (25 March) - -			62	–	–				
Falgoon Soodh 11th (15 March) - -			40	–	–				
			1,821	1	1				
Total amount at present due by the village, viz. - - - - -			257	–	3				
From the village less than the (Ankra) amount of rent - - - -	220	– 3							
On account of miscellaneous items, 15, 20, 2 -	37	– –							
Rs.	257	– 3							
Rs.			2,078	2	–				
Total amount, gross produce received from the village of Jamboowad - - - - - - - - - -						–	–	–	527 – –
A written acknowledgment, dated Poss Vudh 5th, in the name of all the Patells (Pako) *i.e.*, no deduction to be made therefrom - - - - - -						501	–	–	
Additional items, the memorandum of which has been formerly sent into the Residency - - - -						26	–	–	
						527	–	–	
Amount as received:									
			Rs.	*qr.*	*a.*				
Moha Vudh 5th (24 February) - - -			151	–	–				
Falgoon Vudh 5th (25 March) - - -			200	–	–				
Chinter Vudh 5th (23 April) - - -			150	–	–				
Jeth Vudh 5th (21 June) - - - -			26	–	–				
Rs.			527	–	–				
A fine recovered from Kadua Khan Puthan, on the Bhadurwa Wudh 5th (17 September) - - - -						–	–	–	25 – –
									5,064 – –½
The interest on Kucha, *i.e.*, including the amount of village expenses, 4,604 rupees, at 12 annas per cent. per annum - - - - - - - - -						–	–	–	259 2 –½
									5,323 2 1
Regarding loss on weight of 30 seers - - - -						–	–	–	84 2 –¼
Received from Modee Dulsookh Koober, of the city of Baroda, on account of vutao on *Rs.* 315. 2. 2. - -						13	1	2½	
The Modee of the villages of Bareeya and Doodheen -						71	–	1¾	
			Rs.	*qr.*	*a.*				
The Modee of the Tanna, or on account of vutao on 564½ rupees - - - -			71	–	1¾				
Rs.			71	–	1¾	84	2	–¼	
Carried forward - - -								*Rs.*	5,408 – 1¼

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				Rs.	*qr.*	*a.*
Brought forward - - - - -						
						5,408 – 1 ¼
Six months pay up to the end of Chinter to the Bargurs, Modees and others debited, and the amount is to be paid - - - - - - - - - -						
						452 – – ¼
Bargur Khasa and others, viz. - - - - -						
				165	3	–
	Rs.	*qr.*	*a.*			
Madhoo Pole - - - - -	61	2	–			
Dajeeba Pole - - - - - -	56	2	– ½			
Trimbuckrao Pole - - - - -	4	3	–			
Bargur Morooba - - - - -	10	–	–			
Bargur Abba Raejee - - - -	4	1	3			
Bargur Appajee Jaduo - - - -	1	3	– ½			
Bargur Dulipsing - - - - -	23	1	2 ½			
Sepoy Oomed - - - - -	3	1	2 ½			
Rs.	165	3	–			
Ghorawallas and others up to the end of Chinter - -				182	2	– ¼
	Rs.	*qr.*	*a.*			
Ghorawalla Poona - - - - -	11	2	–			
Ghorawalla Huneeba Vuchun - - -	24	–	–			
Horseman Ramjee - - - - -	1	–	–			
Horseman Nuthoo - - - - -	7	–	–			
Ghorawalla Rumo - - - - -	8	2	–			
Ghorawalla Nugureeo - - - -	4	–	3 ½			
Ghorawalla Kalleea - - - -	12	–	1			
Ghorawalla Razoo - - - - -	17	3	2 ¼			
Ghorawalla Nurseejee - - - -	12	3	1 ½			
Ghorawalla Gapalo - - - -	20	1	– ¼			
Bheestee Ramo - - - - -	21	3	3			
Bhungeea Ramlo - - - - -	12	–	–			
Ghorawalla Amlee - - - - -	6	2	–			
Dhalee Sowar of Mares - - - -	22	3	1			
Rs.	182	2	– ¼			
Amount due to the Modee of the Tannah District and others up to the end of Chinter - - - -				103	3	–
	Rs.	*qr.*	*a.*			
Modee Baburjee Chuttoorjee - - -	61	2	3			
Modee Bhoorea Bhanchund - - -	25	1	1 ¾			
Modee Russekdass Halol - - -	5	–	2 ¾			
Modee Dulsook of Baroda - - -	6	3	3 ¾			
Modee Suram of Doodheea - - -	3	2	1 ¾			
Modee Balkusson of Doodheea - -	–	1	3			
Oil-seller Khorssal, of the village of Doodhia	–	2	–			
Rs.	103	3	–			
Interest on sums not received, *Rs.* 2,682. 1, at 20 per cent. - - - - - - - - - -				–	–	–
						20 – 2
						5,880 – 3 ¼

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(Q.)

TRANSLATION of the Residency (Talebund) epitomized Account of the Pole's Revenues.

Talebund of Net Revenue of Gorajee bin Soobanjee Row Pole's Paga, which is managed by the Residency, Soorsun Tisa Arbeyn Myateyn Wuluf, Sumvut 1905, from 5 September 1848 A. D. (Badrapud Sood 7th, Tuesday), to 30th April 1849 (Vysakh Sood 8th, Monday).

Rs. *a.* *p.*	
	Balance of last year, collection for Sumvut 1905:
9,000 – –	- - A draft from the Guicowar's Government for loss from the villages, from Sumvut 1896 to 1904, nine years, at 1,000 rupees per annum, received at the Residency Treasury, 27th June 1848.
5,569 15 3	- - The three villages alienated for the paga were leased from Sumvut 1901 to the Patells of Kasseepoora for seven years at 5,701 rupees per annum, which was continued for one year, and in Sumvut 1902, the Pole having opened an account with Jugjeewun Khandass, gave over possession to the Parukh, and until Sumvut 1904, the lessees did not hold possession in the terms of the lease, but the Parukh collected from the people generally. On a dispute arising about it from the Nerig (6 June) of Sumvut 1905, possession was taken from Jugjeewun Khandass, and it was managed by the Residency generally, until an order came from the Bombay Government, that until the expiration of the lease, the terms of it should be upheld; the lessee Patells were then asked, when they objected, because they had not had possession during the intervening period, but at length consented to take the villages; however, as they could not furnish security, a carcoon was put over the village, who entered into arrangements with the lessee Patells for collecting the revenue, and carried on the business. The produce was as follows:
1,798 12 –	Amodra.
Rs. *a.* *p.* 1,775 4 –	- - Estimate of the full collections made by the carcoon, Rungo Dadjee, upon that the lessee Patells, through the Residency, and the Patells of the village in question, Humeer Wukta Moree and Bhuwan Ruseek, together with other shareholder Patells, fixed as the amount of revenue: Collected. *Rs.* 1,281 12 – Outstanding. *Rs.* 493 8 –
23 8 –	Extra Collections.
Rs. *a.* *p.* 17 – –	- - Liquor fees at 51 rupees for 12 months to the Dewalee. It was agreed to deduct out of that the collection for Sumvut 1905 to the Nerig (6 June), and accordingly 34 rupees for eight months being deducted, the balance for four months is debited. Collected. — Outstanding. *Rs.* 17 – –
	Criminal Fines.
5 4 –	- - The stone-cutter Bajee Khana, for assaulting Wurtunia Narayen's wife, as appeared from Rungoo Dajee the carkoon's report, dated 10th February 1839, No. 10. Collected. — Outstanding. *Rs.* 5¼
1 4 –	- - Dona Bajee Kurojee for contempt according to the carkoon Rungoo Dajee's report, dated 20th March 1839, No. 32. Collected. *Rs.* 1¼ Outstanding. —
23 8 –	6½

Proceedings of Mr. Fiere on the Charges against Nursoo Punt.

Rs. a. p.			
585 12 6	-- Village of Jamboowarra. The carkoon, Rungoo Dajee, made a rough account of the net produce, and the actual amount is credited.		
Rs. a. p.			
697 12 6	Fixed amount.		
	Rs. a. p.		
	441 1 –	Property, rice weighing maunds,	
		747 ¾ 1¾	Regular produce.
		61 ½ 3½	Increase in weight.
		809 ¼ 5¼	
			Deduct from this:
		10 ¼ 2	-- To be paid for weighing to Nemchund Verekur.
		14 ¼ 0	Reejla Watchman, for service.
		9 ½ 7½	-- Rice sent from the village of Amodhur, 38¾ kulsees, which, on being sold, there was a deficiency of 10 ¼ 5 maunds, of which 9 ½ 7½ debited to the lessee Patells, and the balance to the village expenses.
		34 0 9½	
		775 5 0¾	Balance deducted, small maunds.
		19 5 3	-- Wagurda (rice and kodra* mixed) weight in maunds.
		43¾ 0 0¾	The regular heap.
		¾ 0 0¾	Increase of heap.
		44½ 0 1½	
		0 ½ 1½	Deduct expense for weighing 1 3 0
		9 0 0	Watchman, for service.
		9½ 0 1½	
		35 0 0	Balance weighing small maunds.
	11 2 6	Kodra,* weighing maunds.	
		27¾ 0 5	The regular heap.
		¾ 0 1½	Increase of heap.
		28½ 0 6½	
		¼ 0 1¼	-- Deduct expended on account of weighing.
		28¼ 0 5	Weight of balance.

* An inferior kind of grain.

Rs.	a.	p.	Rs.	a.	p.	
			1	2	9	Oorud, weighing 1¾ 0 5.
			17	3	–	Tooree, weighing maunds,
						27¼ 4 0¾ The regular heap.
						½ 0 1¾ Increase of heap.
						27¾ 0 6½
						½ 0 0¼ Deduct from this for weighing.
						27¼ 0 6¼ Balance of maunds.
			8	2	3	Muth, weighing maunds,
						13¾ 0 1¾ Regular heap.
						1 0 5¾ Increase of heap.
						14¾ 0 7½
						0 0 5 Deduct from this for weighing.
						14¾ 0 2½ Balance of maunds.
			9	12	9	Bajaree weighing maunds,
						13 2 The regular heap.
						0½ 7 Increase of heap.
						13½ 9
						0 7 Deduct from this for weighing.
						13½ 2 Balance of maunds.
			–	12	6	Gram weighing maunds,
						1 8¼ The regular heap.
						0 5¾ Increase of heap.
						1½ 4
						0 4 Deduct from this for weighing.
						1¼ 0 Balance.
			10	11	3	Castor oil seeds, weighing maunds,
						9¾ 4½ The regular heap.
						1½ 8¼ Increase of heap.
						11¼ 3
						0 6 Deduct from this for weighing.
						11¼ 7 Balance maunds.
						0 6 0 Sesamun weighing ¼ maund.
			519	11·3		
						Watered lands:
			45	0	0	Sugar cane, 2½ koombee,* at 18 rupees per koombee.
			3	8	0	Brinjals, ½ koombee, at 7 ditto.
			48	8	0	
			72	3	0	Land let in the lump,,25 koombees.
			19	8	0	Tax on shepherds.
			37	14	3	In lieu of transport, at 1 an. per maund.
			697	12	6	

* A land measure (acre).

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Rs. *a.* *p.*	*Rs.* *a.* *p.*	*Rs.* *a.* *p.*			
		16 14 –	Extra collections.		
			Rs. *a.* *p.*	Criminal fines:	
			2 4 –	Shepherd Beegla Meeta for stealing grain.	
				Rs. *a.* *p.*	
				1 4 –	An order came regarding the 4 seers of rice he stole.
				1 – –	Regarding the castor oil seeds he stole, an order was received.
				2 4 –	
			1 4 –	Morar Row Havildar, an order, No. 558, came about the rice he stole.	
			3 8 –		
			2 4 –	The unclaimed babool tree, regarding which there was a dispute among the villagers; Carcoon Rungo Dajee of that village made a report about this, No. 75, 1839.	
			2 15 3	-- Tax upon 54 carts at 1 anna per cart, *Rs.* 3. 6., deduct half a pice to the bhungee, in all 27 pice 0 6 9.	
			6 9 9	-- The grass in the meadow of this village was cut for the Paga, and about 10,000 bundles were sent to Baroda, the balance remaining was sold, and produced rupees 15, and *Rs.* 8. 6. 3. were credited to the account of the Pagadar, and the balance credited to the village.	
			1 9 –	The Havildar's food.	
		714 10 6	16 14 –		
				Deduct expenses of village:	
			89 3 –	On account of wages.	
				27 – –	-- Carcoon Rungoo Dajee, from 7 September 1848 to 5 June 1849, nine months, at 3 rupees per mensem.
				39 – –	-- Havildar Morar, from 7 September 1848 to 1 May 1849, being seven months and 24 days, at 5 rupees.
				23 3 –	Watchman, Neebhaee.
			23 3 –	21 11 –	-- From 10 November 1848 to 16 May 1849, being six months and six days, at *Rs.* 3. 8. per mensem.
				1 8 –	-- Gola of Baroda was employed to collect the price of rice sold for 12 days, at 2 annas per diem.

Rs. a. p.	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*		
			2 8 –	Dufter expenses.	
				2 5 –	Writing paper.
					1 9 – 13 March.
					– 8 – 6 April.
					– 4 – 22 May.
				2 5 –	
				– 3 –	One almanac.
				2 8 –	
				– 4 –	- - Exchange on 21st May on paying *Rs.* 232. 12.
				4 8 –	- - A memorandum came from the Guicowar authorities to send the money for the drums and flags, and the money was sent with Report No. 90, dated 5 June 1849.
				3 6 –	- - Board expenses paid as ordered when Gorajee Pole came to the village.
				29 1 –	- - Carriage for rice sent from this to Ahmodra, kulsee $38\frac{2}{4}$, at 12 annas per kulsee.
				– – –	- - The Grassias were not present, and this remains for inquiries to be made, so it will be paid and debited hereafter.
			128 14 –		
				Balance revenue *Rs.* 585. 12. 6.	
				Collected to end of April.	Outstanding.
				—	585 12 6
		3,183 6 9		- - The rough estimate made of Kasseepoora by the Carkoon Moorajee Kasseeram, is brought to account. *Rs.* 4,089. 14. 6, deduct former Tuccavee advances repaid, brought otherwise to account *Rs.* 355. 7. 6, balance rough receipts for current year.	
			3,641 3 3	- - Fixed revenue is the custom of the village, according to shares, and while the management of them was in other hands, the custom was introduced of demanding (Bhag Buttaee) revenue in kind, and in whatever year the patel kept the account, he used to pay the amount according to the respective shares. On this account the lessee patells unanimously agreed to conduct the management for future years by shares, and for the present year to collect beegotee at the rate of $5\frac{2}{4}$ rupees per beega, according to which the revenue has been collected. At this rate's revenue by shares on Government land, beegas, koombees $584\frac{1}{2}$–3 as above stated, and on gurraneea vechaneea begas, koombees $139\frac{1}{2}$–2 at the rate of 2 rupees per beega altogether; total as above stated.	
			3,641 3 3		

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	
						3,641	3	3	
						95	3	9	Extra Collections.

Rs.	a.	p.	
	10	–	- - Credited to profit and loss, on account of the cotton received from the improperly alienated lands, and credited to the ryots, having been carried to the soucar's account, is now credited to P. and L.
51	13	9	- - The handful due to the havildar on improperly alienated lands.
			Criminal Fines:
11	–	–	- - The coolees of Etolee stole some parched jowaree, concerning which a report, No. 94, dated 15th February 1849 was sent and an order given direct.
	5	8 –	Bayjee Jeewun, Coolie.
	5	8 –	Jeta Etolia, Coolie.
	11	– –	
3	–	–	- - Oomed Govind, Coolee, Humud Muiga's cultivator, for three offences, as by the order, No. 130, dated 22d December 1848.
	1	8 –	- - An order, No. 136, dated 13th April 1849, was received regarding the cow of the Scindee woman Nihal Baeeteea-bhaee, which strayed in the fields.
	1	8 –	- - An order was received, No. 199, dated 17th March 1849, regarding Patel Mada Nutho Surarkur, who cut toor,* &c. without leave.
20	–	–	- - The Coolees of Chafria came to the threshing floor and were abusive, about which a report, No. 114, dated 17th March 1849, was made, deciding that 12 rupees should be recovered, but your honour having decided that 20 rupees should be inflicted, that is brought to account.
2	–	–	- - Patel Jugram Narayn Jemadar Humud Meeat, labourer, cut toor without leave, and a report, No. 117, dated 18th March 1849, was made, and upon that your order.
4	–	–	- - Bucktee Bajea Coolie having assaulted the woman Kessolie, a report, No. 4, was sent on that account
	42	12 –	
3,736	7	–	

* Kind of pulse.

Out of this deduct Expenses of the above village:

	FIXED DUES.			PAID.			BALANCE.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Dessaee Dustoom Lulloobhaee Dessaee	100	–	–	–	–	–	100	–	–
Patell's enam	100	–	–	–	–	–	100	–	–
Grassia	65	–	–	–	4	–	64	12	–
Jassoos and chobdar	6	–	–	–	–	–	6	–	–
Ballajee mojmoodar	6	–	–	–	–	–	6	–	–
Muthooram Brahmins, Brahmins of Muthoree, and others	4	12	–	–	–	–	4	12	–
Ditto of Matchsuree (idol)	2	4	–	–	–	–	2	4	–
Eight companies of wrestlers	8	–	–	–	–	–	8	–	–
Mountebanks	1	–	–	–	–	–	1	–	–
Bhow Pooranuk	1	–	–	–	–	–	1	–	–
Luxmondass Bhugutram of Dakore	1	–	–	–	–	–	1	–	–
The lights at Nursingjee	1	–	–	–	–	–	1	–	–
Miscellaneous alms	2	8	–	2	8	–	—		
Six bhats	1	8	–	–	8	–	1	–	–
Bhat Munjee Poorkur, for his turban	3	–	–	–	–	–	3	–	–
Three companies of musicians	3	–	–	1	–	–	2	–	–
The Peer of Wurnam, by Goolab	2	–	–	2	–	–	—		
The Koombar, for grain	9	–	9	9	–	9	—		
The Commissariat	24	9	9	24	9	9	—		
Feast to the Brahmins of the village deity	6	–	–	–	–	–	6	–	–
Two bhats, for cow-dunging the threshing-floor	1	4	–	–	–	–	1	4	–
Two jesters	2	–	–	–	–	–	2	–	–
The Danur Natho	1	–	–	–	–	–	1	–	–
Carcoon Morarjee Kaseeram, his pay	108	–	–	108	–	–	—		
The Havildar's pay	59	13	4	44	13	6	15	–	–
Duftur expenses	15	2	–	15	2	–	—		
Exchange	2	7	3	2	7	3	—		
Miscellaneous expenses	2	3	–	2	3	–	—		
The band of Gosaiees	10	–	–	10	–	–	—		
Morarjee, Carcoon, for his house rent	3	8	–	3	8	–	—		
Rs.	553	–	3	226	–	3	327	–	–

Balance of proceeds - *Rs.* 3,183. 6. 9.

Collected.	Outstanding.
Rs. 1,680. 8. 0.	*Rs.* 1,502. 14. 9.

Rs. 5,567. 15. 3.

	Collected to end of April.			Thence to January 1850.			Balance due by the Villagers.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Ahmodhur	1,283	–	–	510	8	–	5	4	–
Jamboowara	–	–	–	566	13	6	18	15	–
Kasseepoora	1,680	8	–	1,502	14	9	—		
Rs.	2,963	8	–	2,580	4	3	24	3	–

Rs. 5,567. 15. 3.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Rs.	*a.*	*p.*	
353	7	6	- - Tuccavee balance due to the end of Sumvut 1904, collected by Morarjee Kasseeram, carcoon.

To end of April.	Subsequent Collection.	Balance.
0	*Rs.* 353. 7. 6.	0

327	-	-	- - Deposit credit on account of the balance due to the people of Kasseepoora having been debited to that village, is credited here.

Collected to end of April.	Since Collected.	Balance.
0	*Rs.* 0 13. 3.	*Rs.* 326. 2. 9.

8	6	3	- - Gorajee Pole had the grass in Ahmodra cut, through Rungo Dajee, and paid 100 rupees for cutting about 10,000, and the grass was sent to the Paga, but there was some in excess which was sold, and the carcoon's report, No. 797, dated 22d May 1849, of the profit from sale of surplus was received with *Rs.* 152. 7. 3, from which the village was credited with *Rs.* 144. 1., and the balance credited here.

Collected to end of April.	Since Collected.	Balance.
0	*Rs.* 8. 6. 3.	0

Rs. 15,256	13	-	

EXPENDITURE.

899	4	-	- - Sent from the Residency with memorandum No. 152, dated 15 February 1849, in payment of what the Gackwar authorities had paid to Gorajee Pole's relations, servants, and sowcars on account of former debts.

Rs.	*a.*	*p.*	
709	4	-	To Bapoo Pole and Gunoojee Pole.
199	-	-	Bhasker Row Mahadew.
899	4	-	

3,395	13	9	- - Expenses of Paga at Baroda and the Thana at Dhondia, for which a receipt was taken, and will have been brought to account in a separate talibund.
4,295	1	9	

Balance - - - - *Rs.* 10,961. 11. 3.

PARTICULARS.

7,668	6	3	- - Full balance in the Residency Treasury to the end of April 1849, new Syasaee or *Co.'s Rs.* 6,903. 2. 8, as follows:

Rs.	*a.*	*p.*	
7,590	6	3	- - The account of the above individual in Syasaee *Co.'s Rs.* 6,634. 15. 9.
78	-	-	- - Transfer from Bulwunt Row Guicowar's account, *Co.'s Rs.* 68. 2. 11.

3,293	5	-	Outstanding balance new Syasaee rupees.
353	7	6	Balance of Tuccavie advances to Kasseepoora to the end of 1904, collected to the end of April.

Rs.	a.	p.				
2,939	13	6	Outs…… …e of the current year Sumvut 1905:			
			Rs.	a.	p.	
			515	12	–	The village of Ahmodra:
				Rs.	a.	p.
				510	8	– Of the fixed revenue collected end of April.
				5	4	– Criminal fine from Bajeea Khana, stone-cutter.
				515	12	–
594	2	9	Monje Jamboowara.			
			585	12	6	Of the fixed revenue.
				Rs.	a.	p.
				566	13	6 Collected since April.
				18	15	– Balance.
					Rs.	a. p.
					5	8 6 – To be received from the lessee, Patells Rugoonath and Dessaee, on account of the rice received from Ahmodhur.
					–	– 9 – From Nurotum Gola, of Baroda, for rice sold.
					13	5 9 – From Modee Nemchund Verarkur, for goods sold.
					18	15 –
			8	6	3	For grass collected since April.
			594	2	9	
			1,829	14	9	Mouje Kasseepoora.
				Rs.	a.	p.
				1,502	14	9 – On account of fixed revenue collected to end of April.
				327	–	– – Outstanding balance of said village debited to village expenses.
				Collected subsquent to April.		Balance.
				Rs. – 13. 3.		Rs. 326. 2. 9.
				1,829	14	9
			2,939	13	6	
3,293	5	–				
10,961	11	3				

Thus the total collections amount to *Rs.* 15,256. 13.; deduct from that expenditure *Rs.* 4,295. 1. 9., the net balance in new Syasee rupees remaining in the Residency Treasury amounts to *Rs.* 9,668. 6. 3., and there is a balance of revenue *Rs.* 3,293. 5., new Syasee, now remaining due.

22 January 1850 A. D. Baroda.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commisioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(B.)

TRANSLATION of *Nursoo Punt's* Defence on the Third Charge, addressed to *William Edward Frere*, Esq., Commissioner, on the 25th July 1851.

IN the third of the charges preferred against me by Colonel Outram, I am accused of having committed a breach of confidence in the Gorajee Pole case, in the following instances:

First Instance.

"Inasmuch as he had connived at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement, on the part of the individual to whose management the estate had been confided."

Second Instance.

"Inasmuch as he allowed a certain lease, dated 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages to the amount of 5,701 rupees, five thousand seven hundred and one per annum for seven years, given "Nisha" (banker's security) for the same, to be abandoned or cancelled, without bringing the circumstances to the notice of the Resident, though well aware that by maintaining the leases on the original terms, the revenues of Gorajee Pole would have been preserved intact."

The above is the purport of the charge, and in substantiation of it, the following documents were submitted:

1. The Colonel's report, dated 7th September 1848, No. 215.
1. The Paruck's accounts for Sumvut 1904 (A. D. 1848).
1. My three reports.
1. My three depositions.
1. Copy of the seven years' lease.
1. Copy of the written agreement furnished by the Pole to the Parukh.
1. The report of Venack Moreshwur.
1. The yad from the Pole to the Resident, dated 1st Magh Shoodh, Sumvut 1902.
1. A copy of the yad from the Residency to the Guicowar Sircar, No. 92, dated 19th February 1846, sent along with the Pole's yad.
1. Reply from the Guicowar Sircar, dated 2d April 1848, enclosing Eswar Mooljee's answer, and other papers, in all three.
1. The depositions of the lessee Patells, dated 2d and 15th December 1847 respectively.
1. The deposition of Ruseekram, agent of Jugjeewun Kandass, dated 30th June 1849.
1. A yad from the Guicowar Sircar regarding the produce of three villages for the Sumvut 1904 (A. D. 1848).
1. Accounts of the produce of the villages for six years (from Sumvut 1901 to 1906), found in the house of the tullatee (village accountant).
1. The five years' lease granted by the Pole, in Sumvut 1904, to the patells of Kasseepoora, and their bond of agreement, in all two documents, found among the papers of the village accountant (tullatee).
1. The produce account for Sumvut $\frac{1849}{1904}$ furnished by Ruseekram.
1. The Residency (talebund) epitomized account of the net produce for Sumvut $\frac{1849}{1905}$.

The following are the witnesses who appeared:

1. Rugoonath Mitha, of the village of Cassipoora.
2. Dessaee Vulubh, patell of the village of Cassipoora.
3. Govind Nurotum, of the village of Cassipoora.
4. Jeebhaee Ramdass, patell of the village of Jamboowada.
5. Oomed Anoop, patell of the village of Jamboowada.
6. Humeer Wukta, of the village of Amodhur.
7. Ruseekram, on the part of the Parukh.
8. Parukh Jugjeewun Kandass.
9. Venaek Moreshwur Phudke.
10. Parukh Eshwur Mooljee.
11. Mr. Battye.
12. Mr. Arnold Hykoop.
13. Karkoon Narain Row Chimnajee.
14. Karkoon Babajee Hybutrow, of the Residency office.

The above are the documents and witnesses produced, to which I beg leave to submit the following paragraphic reply.

Para. 1. Regarding this case, the Colonel formerly instituted an inquiry, and on the 7th September 1848, sent in a report to Government, No. 215, to which a reply was received, and the matter decided; notwithstanding which, this same case is now again embodied in a charge against me. Let it be! I am helpless! On reference to my depositions formerly taken,

taken, and the other documents in this case, you will fully understand all the particulars connected therewith, I shall not now therefore enter into a lengthy detail, but briefly summarise.

Para. 2. The pay (nemnook) of the paga of Goorajee, son of Subanjee Pole Pagadar, in the service of the Guicowar Government, amounting to *Rs.* 7,193. 12, is secured by Government guarantee. In order that he might be furnished with the amount of nemnook above-mentioned, the villages of Kasseepoora, Amodhur, and Jamboowadda were granted to him; and as the produce of these villages did not aggregate an amount equivalent to the nemnook, the Guicowar Sircar agreed to pay him a sum of 1,000 rupees annually in ready money. Prior to the year Sumvut $\frac{1840}{1896}$ the paga had gone entirely to ruin, but in this year the late Mr. Sutherland re-established it, and again made over the villages, which had for two years been in the possession of the Guicowar Government, to the Pole, and appointed Kamdass Wagjee his parukh, who, jointly with the Pole, managed the villages. If any particular business called for a reference to the Resident, they were in the habit of bringing it to his notice, and the parukh has given in (his talebund) the abstract of his accounts to the Residency. In this manner matters were managed up to the end of Sumvut 1900.

Para 3. After I had commenced the duties of my appointment in the month of June 1844, on looking into the accounts of the Pole, the following sums appeared to have been the amount of revenues received from the villages during the five preceding years:

		Rs.	*a.*	*p.*
For Sumvut	1896	5,851	14	9
,,	1897	3,696	11	6
,,	1898	5,072	12	9
,,	1899	4,932	6	9
,,	1900	3,236	14	9
		Rs. 22,790	12	6
Average yearly produce		*Rs.* 4,558	2	6

In addition to the above, to my surprise I found the balance formerly due to the Pole by the parukh was all expended, and the paga itself in difficulties. On this, I informed Mr. Ogilvie, the Assistant in charge of the Residency, that unless the villages were farmed out, no proper arrangement could be entered into regarding the yearly rents, who immediately instituted inquiries into the matter, and caused the Pole to enter into a contract, and lease the three villages to Rugoonath Metha, Dessaee Wullubh, and Mooljee Muckondass, patell of the village of Kasseepoora, from Sumvut 1901 to Sumvut 1907 (A.D. 1845 to 1851), and decided that a yearly rent of 5,701 rupees should be paid. Of the above three individuals, Mooljee did not sign the agreement, therefore the other two only became the lessees, and banker's security was taken from them for the rents of that year. The 1,000 rupees per annum in cash which the Pole was to have received on account of the deficiency in the village revenues from the Guicowar Government, had not been given since the year Sumvut $\frac{1840}{1896}$, and on my informing the Resident of this circumstance, and telling him that it ought to be inquired into, he instituted an investigation, and endeavoured to recover the amount. In the meantime, the Pole frequently represented that he did not wish to have Khandass Wagjee as his parukh, and requested that another might be appointed in his place. Mr. Ogilvie would not listen to his request, but flatly told him to wait till the arrival of the new Resident, and lay the matter before him. Kandass Wagjee thereon continued to act as parukh, but during that year's management frequent misunderstandings occurred between him and the Pole.

Para. 4. Afterwards, about the month of May 1845, Sir R. Arbuthnot arrived, when the Pole was in the habit of daily pestering him to change his parukh, but for a long time Sir R. Arbuthnot paid no attention to him; at last, after the Pole's persisting very much in his complaints, he told him, that if he settled his debts with Kandass Waghjee, he might then, if he wished it, appoint any one his parukh he chose, but that the Resident would not interfere in the matter. Upon this the Pole, having obtained the consent of Jugjeewun Khandass, drew up and gave him a certain written agreement about a loan, and brought it for the Resident's inspection, who refused to look at it, and distinctly told him that loan agreements did not call for the Resident's interference. The Pole then represented that he was going to hand over the villages and chittee* to the parukh, and that unless the Resident's guarantee was given that no obstacle would be thrown in the way, that he would not be able to procure a parukh, and that the paga was in a wretched condition, owing to Khandass Waghjee's withholding the funds for its maintenance. As the Pole continued to persist in his entreaties, and presented a separate agreement which he had drawn up to give the parukh, the Resident, after making sundry alterations therein, in January 1846, entered an indorsement that it was guaranteed. On account of the misunderstanding between the Pole and Khandass Waghjee, the last of the three instalments on account of the villages was received into the treasury, and out of it the whole claims of Khandass Waghjee were settled, besides certain sums paid to the (modee) provedore, and the balance then remaining was paid to the new parukh, through the Pole. From Sumvut 1902 (A.D. 1846), Russeekram, the managing partner of Parukh Jugjeewun Kandass, and the Pole, managed the villages entirely themselves, and Sir R. Arbuthnot never offered the slightest interference.

* Draft.

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Para. 5. In May 1846 Mr. Andrews became Acting Resident, shortly after which, on his becoming *au fait* with the present case, I informed him that the parukh managed the Pole's affairs entirely himself, but that, from the latter's incapacity, he would most certainly impose upon him, therefore the matter should be inquired into. I further remarked, that in affairs of this sort it is invariably the desire of Government that the person to whom the business is entrusted should manage it himself, and that he should be merely under surveillance; but this is an exception to the rule, and it would be desirable in this instance to make such an arrangement that the whole of his affairs should be under the immediate supervision of the Resident. On this the Resident sent in his opinion, in a report to Government, No. 187, dated 13th August 1846, enclosing therewith a translation of the parukh's agreement in Sir R. Arbuthnot's time; in reply to which, a letter, dated 22d January 1847, No. 313, was received, but I don't exactly remember its contents. To the best of my recollection, they were to the effect, that it appeared desirable to remove the parukh, but with his own consent, and that Government should arrange the affair. Upon this the managing partner of the Parukh Rusikram was sent for, and the accounts demanded of him, when he gave in the (talebund) epitomised account of the receipts and expenses for the Sumvut 1902 (A. D. 1846), in the month of April or May 1846. From this it appears that the parukh, instead of crediting the amount agreed upon in the lease, had managed the farms direct, and merely collected the net produce, which is less than the amount in the lease. Shortly after this Mr. Andrews left Baroda.

Para. 6. About May 1847 the Colonel arrived here, and after a little while entered upon this case. I then represented to him, that in the accounts presented by the parukh for the Sumvut 1902 (A. D. 1846), the amount agreed on in the lease had not been credited, but that the farms had merely been kept in hand, and the net produce carried to account; and in the accounts a deficiency is shown, although the parukh agreed to manage the farm according to the terms of the lease, yet without informing the Resident thereof, he had of his own accord kept them in hand and collected the net produce. The accounts for Sumvut 1903 (A. D. 1847) have not been received, but I know that they are of the same nature as the above. Upon this the Colonel, having summoned Russikram before him, informed him that he would have to make good the amount agreed upon in the lease; that in the accounts for the Sumvut 1902 (A. D. 1846), received, and in those for Sumvut 1903, not yet received, the amount agreed on in the lease must be credited, and the accounts for the two years then presented. He was from time to time directed to send in his accounts, when in October or November 1847 he presented those for the Sumvut 1903 (A. D. 1847). The patells of the villages and the village accountant were then summoned, and the accounts presented were compared with those of the latter. The contracting patells were then asked why the parukh had not acted up to the terms of the lease, and their statement of the case was taken down. The contents of this statement and the accounts given in by the patells were found to correspond with those of the parukh, from which I felt convinced that there was a league between the parukh, patells, and others, and I gave a brief account of the matter to the Colonel. After this the case was laid aside pending the decision of the Bombay Government, to whom a report had been sent in regarding the amount due by the Guicowar Sircar to the Pole to make up the deficiency in the village rents.

Para. 7. Afterwards, in the month of May or June 1848, on the receipt of the decision of Government respecting the deficiency, the Guicowar Sircar paid into the Residency treasury the amount due on account of the deficiency for nine years, *i. e.*, up to the end of Sumvut 1904 (A. D. 1848), at the rate of 1,000 rupees per annum, and the Colonel then asked how a settlement ought to be made with the parukh. I replied that the parukh had broken the lease, and merely shows the net produce of the villages, which is not proper, and has brought the Pole in his debtor to a large amount, for the recovery of which he imagines he possesses the Government guarantee, but this is not the case; moreover, he refuses to produce the detailed account of this sum. Upon this, the Colonel called for a report on the case, which I briefly drew up, and handed in to him in June 1848; and on his requiring a second, I prepared and submitted another in July 1848. The parukh was then directed to produce the whole of his accounts regarding the above sum, and to be fined daily till he should do so.

Para. 8. While affairs were going on in this manner, the Colonel decided that Baba Fudke should investigate the affairs of the Pole, and ordered me to make over all the papers connected with the case to him, which accordingly I did. He was engaged about six weeks inquiring into the matter, and then sent in a report of it, which was not shown to me. Afterwards the Colonel put 24 questions to me on this matter, and my answers were taken down in writing. He then took the management of the villages away from the parukh, and deputed (mehtas) accountants from the Residency to go there, and began defraying the expenses of the paga from the funds of the Pole then lying in the Residency treasury. He at the same time sent in a report to Government on the case, No. 215, dated 7th September 1848, but I was not aware at the time that in it I had been charged with any fault.

Para. 9. I am not acquainted with the whole of the contents of the reply received from Government in December 1848, or January 1849, in answer to the report above alluded to; but so far as relates to the settlement of the present case, the purport of their decision was as follows: Firstly. That the parukh should be made to credit the Pole with the amount of rent agreed on in the lease. Secondly. That if the parukh had paid the Pole more than 412 rupees, which was the sum stated in the agreement for the maintenance of the paga, that the Government ignored the proceeding; the parukh and the Pole must settle it themselves.

themselves. Thirdly. If any former debts of the paga, incurred previous to his receiving charge of it, have been paid off by the parukh, he should be reimbursed from the Pole's funds at present lying in the treasury. Fourthly. The contract entered into in the lease cannot be broken; it must therefore be considered still in force. Mr. Battye, on the receipt of the order, frequently directed Russeekram to produce the whole of his accounts, and he also took down his deposition in the matter, but he could not succeed in obtaining a detailed account from him. That gentleman thereon decided that the total amount to be paid to the parukh should be determined from an examination of whatever detailed accounts might be found in the possession of the Pole and the (modee) the provedore of the paga. In this manner the affair was conducted in Mr. Batty's presence, and the amount due to the parukh having been ascertained, Captain French sent in a report to Government, enclosing a memorandum of his account, according to which the decision of Government directed that the parukh should be paid. He was informed of this, but refused to receive such an amount, and commenced a discussion, saying that the whole amount of his claim was secured to him by the Government guarantee. The patells, the lessees, were also warned that they were bound by the terms of the lease for the unexpired years of it. Such are the particulars of the case, which I have thus early detailed in order that the Commissioner may clearly understand the aim of my present defence.

Para. 10. From the above circumstances you will be convinced that I have not been guilty of a breach of confidence in this matter, for the following reasons:

1st. The Colonel charges me with not having brought to the notice of my superiors the frauds committed by the party to whom the Pole's estates had been entrusted, by which the revenues thereof had considerably diminished; but I beg to observe, that after my arrival here, early in the year Sumvut 1901 (A.D. 1345), as soon as I had looked into the accounts of the village revenues under previous management up to the end of the Sumvut 1900 (A.D. 1844), and perceived that there was a progressive diminution in the rental, I reported the circumstance to Mr. Ogilvie; upon this, that gentleman, after fixing the amount of rent to be paid, leased out the villages for seven years from the year Sumvut 1901, and having taken banker's security for the first year, the revenue for it was realized. Now, if I had not given the information in question, then why was the above arrangement not entered into before?

2d. In January 1846, in the time of Sir R. Arbuthnot, the agreement between the parukh and the Pole was entered into, at which time I informed that gentleman of everything that I deemed necessary, but owing to the continued importunities of the Pole, he (Sir R. Arbuthnot) decided on guaranteeing the agreement. Upon my observing that the terms of the lease should be acted up to, he added a postscript, to the effect that the agreement bound the villages to be farmed according to the terms of the lease. This was done that the income of the Pole might be secured.

3d. Within two or three months after the arrival of Mr. Andrews, in the beginning of the Sumvut 1903 (A.D. 1847), I informed him of the necessity for removing the parukh, and other particulars, on which he wrote in to Government in August 1846, and recommended that the management of the whole of the Pole's affairs should be conducted at the Residency. If it were my good fortune that Mr. Andrews was now living, he would bear witness to this effect.

4th. In the beginning of the Sumvut 1904 (A.D. 1848), and shortly before the Colonel's arrival, when the parukh's accounts for the Sumvut 1902 (A.D. 1846) were received, I became aware for the first time that the amount agreed on in the lease had not been carried to account, which I brought to the notice of Mr. Andrews when he was on the point of leaving. I afterwards informed the Colonel of it, who warned Russeekram that he would have to make good the amount agreed on in the lease. Now, if I had not given the Colonel this information, why should he, immediately on his arrival, have given Russeekram this warning?

5th. Mr. Ogilvy endeavoured to recover from the Guicowar the sum of 1,000 rupees annually, which he had formerly agreed to pay to the Pole on account of the deficiency in his nemnook, and succeeded in so doing. Now, if I had not recommended this course, how does it happen that it was never attempted before my arrival?

6th. In this manner, I have never allowed an opportunity to escape of bringing to the notice of my superior officer, according to the best of my abilities, any measures whereby the revenues of the Pole's estates might be preserved intact. This being the case, the charge preferred against me by the Colonel is perfectly groundless.

7th. The Colonel asserts that I allowed Russikram to retain the villages, he collecting only the net produce, without informing the Resident thereof. With reference to this, I beg to observe, that as soon as I became aware of the fact that the villages were thus managed, I brought it to the notice of the Colonel, that he of his own accord had done so, and that consequently he was the responsible person, upon which the Colonel warned Russeekram, before the Pole's revenues had suffered loss thereby, that he must act up to his agreement.

8th. The Colonel, supposing that I must have been aware that Russeekram had the villages in hand, and collected only the net produce before the accounts were given in at the Residency, accuses me of having permitted him to break the lease without informing the Resident thereof; but there is no proof of this. The depositions of the lessee patells, Dessaee Vulubh and Rugoonath Mehtta, of the village of Kasseepoor (taken on the 2d and 15th December 1847, at the time of comparing the accounts in the office) are at present in the records, and run as follows:

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"In the year Sumvut 1902 (A. D. 1846), owing to dry season, the crops of the villages of Amodhur and Jumboowadda were entirely burnt up; thereupon seeing that there would be little or no produce, and that also in Kasseepoor the crops were small, and consequently that the revenues would fall short of the amount agreed on in the lease, we represented at the Residency that in two villages there were no crops at all, and that in Kasseepoor they were very light, and requested that an estimate might be made of them, according to which we would pay for this year; for that it was quite impossible that we could make good the amount of the lease. On this we were told to apply to Gorajee Pole, who, on hearing the case, sent his karkoon and collected the revenue. In Sumvut 1903 (A. D. 1847) also, Gorajee managed the villages, and collected the net produce in a similar manner. The Pole never asked us again about the lease, and the Resident was not informed of the circumstances of the lease having been cancelled." The above is the purport of their depositions. I don't recollect the patells coming to me in the Sumvut 1902 (A. D. 1846) and stating this circumstance; but should they have done so, it is more than probable that I told them to petition the Resident, which I was in the habit of doing in such cases. But even if the truth of their statement be admitted, it is not to be inferred therefrom that I was aware of the cancelling of the lease; I could only have been made aware of the remission for the year Sumvut 1902; moreover, it does not appear therefrom that I was informed of the result of their application to Gorajee. Further, there is no such statement in the deposition that the patells came to me in Sumvut 1903 (A. D. 1847); they acknowledge that in that year the Pole managed the farms entirely himself, collecting the proceeds. In short, as the management of the farms remained principally in the hands of the parukh, he was consequently the responsible party; and if either he or the Pole had informed me of these circumstances, a settlement would, of course, have been arranged; but no such information was given.

9th. The two lessee patells, Rugoonath and Dessaee Wullub, have now given their evidence, in which they deny what they stated in the depositions above alluded to of 1847, which further say, that they entered upon the lease on the assurance from Gorajee that he would only exact the net produce from them, on which principle they managed the estate; they made no disturbance about the lease, &c. Denying this *in toto*, they now assert that they were ready to give banker's security, and to carry out the lease, thus ignoring their depositions of December 1847. With reference to this, what reliance, I beg to observe, can be placed on the testimony of people, who, in the first instance, from collusion with Russeekram, deposed, as they then did, and now, perhaps, have been instructed how to speak? They now assert that they informed me of the circumstance of new managers having been appointed in Sumvut 1902 (A. D. 1846); but I do not recollect their having done so. If they did so, I may probably have told them that the Pole had changed his parukh, and that in the new agreement it was stated that the old lease was to be acted up.* I was never told by these people that Russeekram did not manage the villages according to the terms of the lease; nor is it now clearly shown from their depositions that they did inform me. It was the duty of the lessees or the parukh to have preferred a complaint, and represented the circumstance, that in the years Sumvut 1902 and 1903 (A. D. 1846 and 1847) the villages were kept in hand, and the net produce only collected.

S. O.

10th. If the Dessaee patells had come and reported to me at first in the Sumvut 1902 (A. D. 1846), that Russeekram had refused to receive banker's security, and had broken the lease, how could I have failed in reporting the same to Sir R. Arbuthnot, when I myself had caused him to enter a postscript in the agreement drawn up before him in January, to the effect that the lease was to be acted up to? How then could I permit an endeavour being made to upset this in the following month (February), and what advantage could accrue to me from so doing? If it is asserted that I purposely connived thereat, I will observe, that it is evident that the parukh, without the Resident's order, could never escape from the terms of the lease; what object could I then have in acting thus? I beg you (the Commissioner) will give this your mature consideration.

11th. The patells, in their present evidence, ignore the deposition of December 1847. Now, allowing that this deposition was not correctly taken down according to their statement at the time, yet it contains one fact which they at the time deposed to, from being in collusion with the parukh, *i. e.* that they had informed me of the circumstance. Is it probable that I would intentionally have written, and placed among the records, such a paper, which might at any time be brought against me.† The Commissioner should bear this in his mind.

† With regard to this, I beg to refer you to my deposition, Question 18, and its answer.

12th. Russeekram in his evidence states, that owing to the patells not having given banker's security, that he had, at the direction of the Pole, taken the villages in hand, and collected the net produce, but that he had not informed the Resident of this circumstance; however, that the Pole had sent in a yad to the Residency, stating the matter. On this the yad alluded to, dated Magt Shoodh 1st, Sumvut 1902 (28th January 1846), was got from the records, and produced in court, the purport of which is as follows: "The lessee patells refusing to give security, and making very improper remarks, a mehta was sent to the villages, on which Parukh Eswur Mooljee, who had stood security for the last year's rents, sent a sepoy who offered resistance to him. Therefore Eshwur Mooljee must either be made to furnish security again or remove his man." This yad was presented to Sir R. Arbuthnot, who enclosed a copy of it along with another yad, dated 19th February 1846, No. 92, to his Highness the Guicowar, in which he requested that the sepoys sent by Eswur Mooljee might be removed, and instructions sent to prevent him interfering for the future. The Guicowar replied in a yad, dated 2d April 1846, No. 197, enclosing a petition from parukh Eswur Mooljee containing copies of written agreements furnished by the Pole to the Parukh (Eswur Mooljee), to the effect that the Pole was indebted to the parukh which he must be made to pay. The Pole and his manager were informed of this circumstance. After this no information.

tion was sent as to whether security had been given, or the lessees managed the farms according to terms of the lease, or whether anything else was arranged. Further, it does not in any way appear from Russeekram's evidence, that this information was furnished to the Resident in Sumvut 1903 (A.D. 1947).

13th. Venaek Moreshwur, *alias* Baba Furkey, states in his evidence that the patells gave information at the Residency that the lease was cancelled; at least, such was evident from their deposition of the 2d December 1847. With reference to this, I beg to observe that I have already taken notice of the deposition in question in the 8th clause of this para. With regard to his having examined the accounts, and sent in a report thereof to the Resident, my reply will appear under the 12th para of my present defence.

14th. The purport of Paruckh Eswur Mooljee's evidence is, that he had intended to stand security again. In the 12th clause of this para. it is stated that the Pole's yad was sent into the Guicowar Government, in which allusion is made to giving security; but in the parukh's petition, enclosed in the Guicowar's reply, he says nothing about standing security, but merely calls for a settlement of his claims against the Pole; it does not appear from his evidence that he made any subsequent complaint on this matter in the years Sumvut 1902 and 1903 (A. D. 1846 and 1847.

If the Commissioner will give these and other circumstances connected with this his minute consideration, he will be convinced that the charge now brought against me is utterly groundless.

Para. 11. On the 7th September 1848, the Colonel sent in a report to Government on this case, No. 215, in which certain things are laid to my charge, to which I beg to submit the following brief remarks:

1st. He accuses me in the 3d para. of having made a false representation, in stating that the settlement of the parukh's claims must be deferred pending the receipt of the arrears due by the Guicowar Government to the Pole. To this I will merely observe, that if there was another way of settling the parukh's accounts in conformity with the Government decision without recovering the arears from the Durbar, and if my representation on that account appeared to be merely a pretext, there was surely no occasion for acting up to it, and no fault can be attributed to me for merely giving the opinion which suggested itself to me. The Resident had the power to act according to his own judgment. It is further stated in this para., that so long as the parukh managed the villages properly, that he could not be dispossessed of them; but when the accounts of the parukh were translated, his mismanagement became at once apparent. With reference to this I beg to state, that shortly after the arrival of the Colonel, I informed him that the accounts for Sumvut 1902 (A.D. 1846) had been received from the parukh, but that the amount agreed on in the lease had not been carried to the Pole's account (in support of this I beg to refer you to the 14th Question of my deposition), and afterwards the parukh was directed to credit the amount thus agreed on. After this, what more information could be obtained regarding the villages' produce from a translation of the accounts? On reference to the 7th and 8th paras. of my reported summary of the case, in June 1848, it will be seen that the parukh had been ordered to send in his detailed accounts, in order that the proper and just amount of surplus still due to him might be determined upon.

2d. In the 4th para. the Colonel states that he entertained suspicions against me, for which reason he entrusted the examination into the accounts to Baba Fudkee, instead of managing the business through me, and quotes my deposition as his authority for these suspicions. In reply to this, I beg to observe that the Colonel could employ whom he liked in such a business; but as my answers are not at variance with the statements put forth by me in my summaries of the case drawn up in June or July, I cannot understand on what grounds the Colonel writes, that it was at least my desire to screen the parties who had committed the fault; for in the 7th para. of my June summary it is shown that the irregularity is attributable to the fraud of the interested parukh; and again, in the 8th para., that the payment of the parukh's claims is not guaranteed to him, as he imagines.

3d. The Colonel, in his 5th para., states that he had an object in making me draw up a report; and in his 6th para. he accuses me of not having expressed in that report any suspicions of the correctness of the parukh's account, showing a claim of 15,000 rupees against the Pole, after a two years' management of the estate, although it had been agreed that a sum not exceeding 5,412 rupees should be annually expended on the paga, while in the first year the parukh expended 8,606 rupees over and above the amount agreed on. In reply to this, I beg to observe that there were among the English papers before the Colonel on this case the translation of the agreement of the parukh, and Mr. Andrews's letter, dated 13th August 1846, which are alluded to in the 5th para. of my June summary, and in that agreement it is written that 5,412 rupees are to be paid annually on account of the expenses of the paga. What necessity was there then for my repeating this fact? Also, in the 3d para. of my July summary, I have stated the purport of this deed of agreement. Further, the sum claimed by the parukh from the Pole for the first year was not entirely an excess paid to the Pole, in addition to the 5,412 rupees, on account of the expenses of the paga for that year; but it included sums which it is stated in the agreement were paid to him for the purpose of liquidating certain old debts of the paga, which had occurred up to the end of Sumvut 1901 (A.D. 1845), as also the deficiency arising from the villages not having been farmed according to the terms of the lease; also any amounts that may have been expended on the paga in excess of the 5,412 rupees, interest, premium (sirpao), presents, and the Pole's private expenses, which have all been added up, and the total balance due stated

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in a lump. In the 8th para. of the summary in question I have further stated that the parukh refuses to produce his detailed accounts of the claims, and that the payment of such debts is not guaranteed; consequently, as there were items in his claim which were not mentioned in the agreement, it is clear that I entertained doubts of its validity. Again, in the same para., the Colonel has only deducted from the balance shown by the parukh the sum of *Rs.* 337. 10. 7., being arrears formerly due; but this is not correct, because Kandass Wagjee received no portion of the arrears due to him from Juggeewun Kandass. The sum due to him, amounting to about 337 rupees, was paid by Sir R. Arbuthnot out of the instalments of the revenue of the village for the Sumvut 1901 (A.D. 1845), which had been paid into the Residency treasury on account of the misunderstanding consequent upon a change of parukhs. The sums paid by Juggeewan Kandass, viz., arrears due on account of pay in the time of the former parukh, the (modee) provedore, purchasing horses, &c., and besides this, former debts, &c., have all been included in the "kotya"* sum of 7,000 rupees, entered in his accounts for the Sumvut 1902 (A.D. 1846). Further, it is mentioned in my June summary that the detailed accounts had not been received; how, therefore, could I, without leisurely and thoroughly examining the vouchers, write and pronounce upon the justness or otherwise of the claim preferred by the parukh? In the end of the para. under reply, the Colonel states that I failed to bring to his notice that the parukh was bound not to exceed the sum of 5,412 rupees on the expenses of the paga. An answer to this is given above. As the parukh was permitted to expend 5,412 rupees, so he was not restricted by the terms of the agreement from exceeding that amount for the purpose of maintaining the paga; but in the event of the management of the paga being taken out of his hands, the Government at the time of settling his claims, should he have exceeded the sum of 5,412 rupees, have it in their power to sanction the payment, or otherwise, of them, according as they may consider his claim just or unjust.

* Miscellaneous.

4th. In the 7th para. the Colonel states, that in my first report no suspicions are shown as being entertained regarding the impropriety of the lease having been broken; but this is not correct, because the words quoted by the Colonel from my summary in that para. do not contain any opinion, but merely the statements of the patells and parukh. In the 7th para. of my summary I have clearly stated as follows: "In the Sumvut 1902 (A.D. 1846) the lease was broken, and in Sumvut 1903 (A.D. 1847) the management was conducted on the system of collecting the net produce, consequently the rents are shown to amount to only one-half. This mismanagement is entirely attributable to the incapacity of the Pole and the cunning designs of an interested parukh." This and other matter I have distinctly stated. Further, from the 4th and 7th clause of the 10th para. it will appear that there was no further particulars to be written in my June summary. The Colonel asserts that it was impossible, from my intercourse with the parukh and the patells, that I could have been ignorant of the lease having been broken in the time of Sir R. Arbuthnot; but I beg to state, that from the Sumvut 1902 (A.D. 1846), when the management of the villages came into the hands of Jugjeewun Kandass, the patells seldom or ever came to the kutchery, and I had no intercourse whatever with them. Russeekram was sometimes in the habit of coming to the kutchery, but we never conversed together on this subject; and I had no intercourse with him then, nor have I now. Such being the case, it is apparent that the Colonel accuses me from mere inferences, and without grounds.

5th. In the 8th para. it is stated that I neglected to remind Mr. Andrews, when the accounts were received for Sumvut 1902 (A.D. 1846), that he possesses the power of holding the patells to the bond; and if I had informed that gentleman that a less amount of revenue had been entered in the accounts, it is little likely that any attempt to credit less than the amount contracted for would have been made in the years Sumvut 1902 and 1903 (A.D. 1846 and 1847). In reply to this, I beg to state that the parukh's accounts for the year Sumvut 1902 (A.D. 1846), were received as Mr. Andrews was on the eve of leaving, when I first became aware of the circumstance that the revenues were not collected according to the terms of the lease (which will appear in the answers to Questions 2 and 3, put to me on my examination), and a few days afterwards that gentleman took his departure. On the arrival of the Colonel I informed him of all these particulars, which I have frequently mentioned in the 10th and other paragraphs of my present defence.

6th. In the 9th para. it is alleged that I connived at the fraud committed by the parukh and the patells, but that so long as Sir R. Arbuthnot continued here it was not found convenient to do so. This and many other such inventions of the mind appear, to which I have already replied. Why then need I take notice of them again? Sir R. Arbuthnot was here in Sumvut 1902 (A.D. 1846), and the present controversy is regarding the deficiency in the revenues of the villages for the year, which then occurred for the first time. Such being the case, I cannot understand the object of the Colonel's writing. Mr. Andrews got his information from me that the lease was in force, as will appear from the latter part of the 5th para. of his report, dated 13th August 1846. Unless the Colonel was aware of the terms of the agreement, how could he, immediately on his arrival, have warned the parukh that he must pay the amount agreed on in the lease.

7th. In the 10th para. it is stated that the native agent in his first report, although fully aware that the villages were leased out for seven years for a rental of 5,700 rupees, yet he does not scruple to recommend a new contract being entered into at the rate of only 5,300 rupees. In reply to this, I beg to observe that I have entered into full particulars on this head in my replies to the Questions 9, 10, and 22 of my examination, for which reason I deem it unnecessary to repeat them again here. In short, the management of the villages

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did not remain with the lessee patells for three years uninterruptedly; still we cannot hold them responsible, according to justice, for the remaining years, without their consent, which point can be cleared up by sending questions to the authorities of different zillahs on the subject, and getting their replies thereto. With regard to the lessee patells not agreeing to continue the management of the villages for the future according to the terms of their contract, I beg to remark, that on the receipt of the Government order in St. 1905 (A. D. 1848), Mr. Battye issued orders to the lessee patells that they were to act in conformity with the terms of the lease, but the patells on that occasion raised many objections, and finally did not furnish banker security. Relying on his authority, he then duly warned them, and sent a mehta to the villages, who, assisted by the patells, collected the net produce. At the end of the year, when called upon to make good the deficiency, they replied that they could not pay it, and the parukh refused to manage the villages according to the lease. For this reason I informed the Colonel, in my June summary (for the purpose of having an arrangement made), of the amount of rent that certain parties had at that time offered to give for the villages. The Colonel now remarks, that the lease could not be set aside without the Resident's orders. This is true; but, as I then suggested, the responsibility rests with the parukh, and if the management of the Pole's affairs continues in his hands there will be no difficulty in recovering from him any deficiency which may have, owing to his neglect, taken place in the rents of the first lease; but if he is dispossessed of the management, then he cannot be held responsible for any loss which may occur in the remaining years of the lease. Such being the case, at that time no fixed arrangement was entered into; and my sole object in offering the suggestions above alluded to was, that something might be done to preserve the proper farming and cultivation of the villages. I did not recommend that the lease should be renewed to the parukh for a less sum, nor did I say that the former lease was cancelled. What I said was this, that as the management was taken away from the lessees, and the lease thereby broken, they had become free from all responsibility. This was my sole meaning. I proposed a sum of 5,300 rupees on account of rents; and in the year Sumvut 1904 (A. D. 1848) the produce amounted to 5,578 rupees, from which, if a deduction of 275 rupees on account of fines is made, leaves a balance of 5,303 rupees as the amount of (jummabundy) fixed revenue, which nearly corresponds with the sum proposed by me. In Sumyut 1905 (A. D. 1849), from management, the revenues amounted to *Rs.* 5,563. 15. 3, from which, deducting fines and the sums to be paid to the grassias (*i. e.* a species of black mail) of villages of Jamboowara, leaves about 5,350 rupees as the amount of fixed revenue. But in that year, in the village of Kasseepoora, beegotee* had been levied on lands which had been fallow, which accounts for the increase of revenue, otherwise there would have been a deficiency of four or five hundred rupees. From this it appears that the amount proposed by me is very near the amount of the revenues collected about that period.

* A certain assessment on the beega.

8th. In the 11th para. the Colonel asserts that I, in my second report, express no doubt as to the correctness of the revenue returns, although, in the two years' accounts which I had then under review, a falling off of 4,300 rupees below the contracted average is shown; but this assertion is entirely wrong. By reading the whole of the 5th para. of my July report, it will appear most clearly that I did notice the great deficiency in the amount of revenue credited to the account, and which made a material difference.

9th. In the 12th para. the Colonel charges me with a fault, for having in my third report, regarding the disposal of the money received from the Durbar, suggested the appropriation of it for the payment of the parukh. In reply to this, I beg to observe, that when an inquiry into the parukh's accounts were going on, and in order that no loss might occur on account of interest, I simply proposed, that as there would be a balance in favour of the parukh, the Resident should, provided he approves of the same, make over the money, and take a written agreement from him, to the effect that he will agree to refund the money to Government should they demand it, or that the amount be kept in deposit. Notwithstanding that this appears in the 11th para. of my June report, I was called upon to furnish another summary of the case, which I accordingly gave in, written in precisely the same manner. No such meaning can be attached to the tenor of my writing, that I therein sanctioned the claims of the parukh and recommended the liquidation of them, or that he had no just claims.

10th. In the 13th para. the Colonel's reasons for entrusting the investigation of the accounts to Baba Fudkey are stated, as also his object in forwarding an extract of his report; but a separate notice of this report will be found in the 12th para., therefore I shall abstain from mention of it here.

11th. In the 14th para. it is stated that Baba Fudkey had pointed out in his report that the greater portion of the parukh's claim against Gorajee Pole consisted of fraudulent and unnecessary charges, &c. With reference to this I beg to remark, that in 4th, 5th, 6th, and 7th paras. of Fudkey's report, grain, grass, agricultural expenses, and mussalas, these four items, amounting collectively to *Rs.* 4,213. 15, are stated to be an unjust charge. But this item commences from the month of Bhadurwa, Sumvut 1895 (A. D. September 1839), being eight years, and includes the period of management of Kandass Waghjee; therefore I cannot understand on what grounds the Colonel writes, and states that this item forms a large portion of the claim preferred by the present parukh, Jugjeewun Kandass, because, from the memoranda which accompany Fudkey's report, it appears that the sum expended in the time of the present parukh was only *Rs.* 1,789. 10. 9. Now, as the Fudkey has written so incorrectly, it does not appear from his report, or his memoranda of accounts, that after instituting strict inquiries into the accounts, testing the evidence and proofs, he has endeavoured to point out the discrepancies, but merely fixes a certain sum, whatever comes into

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his head, for grain, grass, agricultural expenses, and mussala, and according to this amount he has settled upon a sum as being what he considers just expenditure, and anything exceeding that he looks upon as an unjust charge. Such mere imaginary discrepancies any one could easily point out; but he has evidently written without satisfying himself, from a minute inquiry, whether the expenses were really incurred or not. In a similar manner the Fudkey, in the 8th para. regarding the hereditary stipends, has written, expressing suspicions, but without defining them. It should not be construed from these observations of mine that there are no discrepancies in the accounts of the parukh; there doubtless may be such; but when Fudkey sat down to examine into this matter, he sent for the detailed accounts and vouchers, &c. of (modees) provedores and others, and looked over them. Notwithstanding this, he has showed no actual or real discrepancies, but has merely furnished a statement like a rough estimate. The whole of the detailed accounts should have been examined into through me. The Colonel shows that it was useless to look at the accounts on which the parukh established his claim, since the Baba's report was sufficient for that purpose. But I would observe, that on thoroughly examining the Baba's report, it appears to support the claims of the interested parukh, which I have clearly pointed out in my following 12 paras. The Colonel, in his same para., shows that Government is no way responsible, by Sir R. Arbuthnot's arrangement, for the Pole's liabilities. Only 5,412 rupees is guaranteed for expenses; thus a balance of 576 rupees is in the Pole's favour, against which is to be set off *Rs.* 337. 10. 7., the balance paid by the parukh to Kandass Waghjee on assuming charge, leaving the parukh a debtor to Gorajee Pole of *Rs.* 278. 5. 5. With reference to this, I beg to observe that the Colonel supposes that up to the end of Sumvut 1901 (A. D. 1845), the arrears then due amounted to only *Rs.* 337. 10. 7., which the parukh had liquidated; but this is not correct. On this point I have already detailed the particulars in the 3d clause of this para., therefore it is unnecessary to repeat them here. The agreement of 5,412 rupees was made for the current expenses; and as regards the balance due for the former year, which is noted in the deed of agreement, a due investigation should be made into the matter, and after coming to a decision thereon, he should be paid his dues. In the 9th para. of this address, I have already alluded to the receipt of the Government order on this point, and of an investigation having been instituted, on reference to which you will understand the case.

12th. In the last part of the 6th para. it is stated, that for the Sumvut 1904 (A. D. 1848) the patells at first refused to give more than 3,000 rupees, but that they are now ready to give 5,578 rupees. In reply to this, I beg to observe that this sum was for the revenues of all the three villages; and of this sum, exactly 3,000 rupees is for the village of Kasseepoora, and the figure of 3,000 rupees, offered by the patells, was for this village alone. These particulars are detailed that the Commissioner may understand the matter. If the Colonel had entertained suspicions against me in this affair, there was nothing to prevent him sending for the patells, lessees, the Pole, the paruck, and others, and inquiring into the affair in his own presence. Afterwards the Fudkey assisted in examining the accounts, and the patells, &c., were in attendance for upwards of six weeks while the investigation was going on, during which time the Colonel might have inquired the particulars of the lessee patells. Why were their depositions not taken at the same time as mine, and the case settled at once?

Para. 12. I shall briefly reply to the report made by Baba Fudkey, on his being directed by the Colonel to examine into these accounts, and which has been recorded on this case.

1st. In the 1st para. he writes ambiguously regarding the carelessness of the native agent. In reply to this, I beg to remark that the management, up to the end of Sumvut 1900 (A. D. 1844), was antecedent to my arrival here, and I have detailed the subsequent proceedings in the preceding para., from which you will have already arrived at the particulars. After the villages have been made over to the management of other parties, it appears to me impossible that the native official of the Residency could maintain such arrangements as to prevent discrepancies occurring. If he is called upon to preserve a just surveillance, then the whole management should be entrusted to his care. Unless this is done, it is needless to charge, in an undefined way, the official with the fault of having neglected to attend to the management.

2d. In the 2d para, the Fudkey expresses his surprise that, without the order of the Resident, the lease which was given in Sumvut 1901 (A. D. 1845) should have been broken; and that the lessee patells, in their depositions taken on the 2d December 1847, state that they made known the circumstances at the Cutcherry; and the Fudkey thereon asserts that at the time the lease was broken all the Residency people must have been aware of the fact. In reply to this, I beg to observe that the Fudkey's statement, that judging from this deposition of December 2d, 1847, I must have been cognizant of the abandonment of the lease is untrue, because he, in the same para., states that it cannot be premised from this deposition that the lease was entirely cancelled, for that the lightness of the crops in the Sumvut 1902 (A. D. 1846) appears solely mentioned therein. He further remarks, that an arrangement ought to have been entered into in Sumvut 1903 (A. D. 1847), but as I was not aware, in 1902 (A. D. 1846), of the lease having been cancelled, how could I make any settlement in Sumvut 1903? Full particulars on this head will be found in the 8th clause of the 10th para. of this defence. It is also stated that the question put to the lessee patells regarding the Sumvut 1904 (A. D. 1848) is improper. With reference to this I would observe, that I put the question regarding the management of Sumvut 1904, after I became aware of the circumstance that, in Sumvut 1902 and 1903, the farms had been kept in hand, and the net produce only realised. From this, the conclusion cannot be drawn that I was

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aware of this fact before that time. In short, although the Fudkey was well aware that on the Paruck's breaking the lease, he was the only person responsible for that act; yet he forbears all references to this subject; while to save the Parukh, but through enmity to me, he, in order to fix the blame of being previously cognizant of the fact upon me, puts this interpretation upon the deposition.

3d. In the first portion of the 3d para., Fudkey states, that "in the deed of agreement between the Parukh and the Pole it is written that the arrears due up to the end of Sumvut 1901 (A. D. 1845) are to be paid, but the sum, or to what date the debt goes back, is entirely omitted. This is not right." In reply to this, I beg to observe, that in that agreement is mentioned on what account the arrears are due, particulars of which you will fully understand on reference to my replies to the questions No. 11 and 17 in my deposition. He further remarks, that "as Government did not maintain the supervision of the terms of the agreement, the contract to pay the sum agreed on in the lease, viz. 5,701 rupees, was broken." With reference to this I have to observe, that as the Paruckh was the responsible person, what occasion was there for Government exercising their supervision? Thirdly, he asserts that although the Paruckh had engaged to furnish, for the expenses of the paga, 5,412 rupees annually, yet from his accounts of Sumvut 1902 (A. D. 1846) a larger expenditure appears, which I ought to have brought to the notice of the Resident. My reply to this is, if the Paruckh had expended more than the sum agreed on, the affairs rested with him; and when his accounts were given in they were tested, the particulars of which I have detailed in the 3d clause of my 11th para.

4th. My replies to the 4th, 5th, 6th, 7th, and 8th paras. of Fudkey's report will be found in the 11th clause of the 11th para. of this defence.

5th. The Fudkey in his 9th para. states, that "under the head of Soukar's Khuruch the Paruckh had debited to the Pole the sum of *Rs.* 324. 8. on account of (sirpao) presents, which is incorrect, because the sums have been lent on Government security, and consequently this item appears an improper charge." In reply to this I beg to remark that this is written through an interested motive, because, by disallowing this trifling amount through collusion with the Parukh, he left it to be inferred that the whole of the Parukh's claims were guaranteed by Government

6th. The Fudkey's 10th para. has nothing to reply to; and in the 11th para. he remarks that the Paga of the Pole is entirely disorganized, and quotes a similar case of that of Ahmud Khan Goodreeker. In such cases, of what advantage is it to quote other Pagas merely to raise doubts in the mind of Government? It is clear that the owner of the Paga himself must necessarily either be a shrewd fellow, or if the management of it is entrusted to another, then that person must have the power to act as he pleases.

7th. The Fudkey, in the 12th para. of his report, states in an indefinite manner that "the Pole having complained regarding several of the items of expenditure during the time that Kandass Waghjee managed his affairs, Sir Robert Arbuthnot decided justly regarding some of the items, and the others remained as they were." In reply to this, I beg to observe that, the above mentioned gentleman investigated the matter, and decided upon such cases as he thought deserving, the particulars of which will be understood on a reference to reply No. 19 of my deposition.

8th. In para. 13 it is stated, that "in the Sumvut 1903 (A. D. 1847) the manager showed a great deficiency in the revenues, and that an inquiry into it cannot now be instituted." In reply, I have to observe, that in the 5th para. of my July report a similar statement is made. The Commissioner should therefore bear in mind that this person, not being one of the Residency establishment, could not at the time of the examination of the accounts discover or point out any discrepancies therein. Among the reasons given for the deficiency of the revenues in Sumvut 1903 (A. D. 1847) are, that the inhabitants of the village of Kasseepoora are principally Scindees, the poverty of the soil, &c.; but these reasons cannot apply to the Sumvut 1903, merely because in that year the revenues of that place happened to be less than the previous years. Besides, the Scindees inhabited the village before it was made over to the Pole by the Guicowar.

9th. In the 14th para. the Fudkey writes about the village expenses, regarding which I have already furnished an explanation in the 6th para. of my July report.

10th. In the 15th and 17th paras., the Fudkey alludes to the grass supplied by the Pole to Rupeekram and Sumputram. In reply to this, I beg to observe that the Fudkey has produced this insignificant matter to prove, to all outward appearances, that he has no collusion with the agents of the Parukh.

11th. In his 16th para., Fudkey says, that "the item of cart-hire for grass, *Rs.* 50. 8. is an unjust entry;" but it does not appear that he made inquiries of the agent of the Parukh concerning its correctness or otherwise; it is stated ambiguously. In the same manner, in the 18th para., there is an indefinite allusion made to 1,750 bundles of grass.

12th. In his 19th para., the Fudkey enters into particulars regarding the redemption of the villages. In reply to this, I beg to observe that by placing the villages under the management of one person, with full powers to act as he deems fit, a road will be opened for securing the redeeming of the land; but for such an event to come about, while the villages continue to be managed by two parties, will be very difficult.

Such is my brief reply to Baba Fudkey's report, touching upon each paragraph in succession; and I further beg to remark that I publicly told Rupeekram, the manager of Parukh Jugjeewun Kandass, and his goomashta, Girdhur Parukh, in the Kutchery, that they must credit in their accounts the deficiency in the amount of revenues, and the sum agreed on in the lease; and that if they gave the Pole a large excess, according to their pleasure, beyond

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what they were empowered to give, and deemed that the Government was guarantee for the same, they would find that such were not the terms of the agreement. Upon this they commenced an altercation with me, and have since then entertained an enmity against me, and endeavoured by every means to prevent an inquiry being made through me. Sumputram, the brother of Russeekram, was employed in the office of Mr. Macdonald (who was then bazar master of the camp), and was also a partner with Jugjeewun Kandass, in the village superintendence. This Sumputram, Baba Fudkey, and two or three individuals residing in cantonment, but whose names it is needless for me to publish here, were all very great friends, and the Colonel, wrongly impressed with the idea that I was in collusion with the Parukh, entrusted the investigation of this case to one of them, this Fudkey. He, to make it outwardly apparent that he had no collusion with the Parukh, in the 3d para. of his report, shows the fault and neglect of that individual, by stating that he had not acted up to the terms of his contract; and having thus briefly detailed his folly, he, in the 15th and 17th paras, produces the insignificant item of the grass as a discrepancy; but the main object of his writing is to confirm all the claims of the Parukh, in the following manner:

Firstly, From the tenor of his report, it is clearly evident that he is anxious to free the Paruck from all responsibility in having cancelled the lease, and taken the management of the villages into his own hands; and although he was well aware that in such cases the responsibility rested entirely with him, yet he has made no distinct statement of this fact in his report, but urges the false pretext, that the lease was abandoned with my cognizance.

Secondly, In his third para., he blames the Parukh for having omitted to state in the agreement the amount of arrears due, and from what date recoverable; and in his ninth para. he infers that the whole of his claims are secured by Government guarantee, with the exception of the solitary item of 324½ rupees, on account of (sirpao) presents, which he disallows. Further, this Fudkey, with respect to the sums given by the Parukh in excess of the amount agreed upon for the current expenses of the Paga, viz., 5,412 rupees (for which the Parukh was alone responsible), without distinctly pointing out such responsibility in his report, attributes the fault to me. On examining the Parukh's accounts, after the receipt of the instructions of the Bombay Government, two or three fraudulent items appeared in the debtor side, which had been entirely omitted to be noticed by the Fudkey in his report, while he merely states in an undefined manner that the debts appear to be irregular. In short, if this report bear the inspection of a master's eye, it will become apparent that, by his cursory allusion to the Parukh's mistake and negligence, and by fixing the blame upon me, that his aim is to forward the ends of the former. I am not in any way in league with the Parukh, but Sumputram and others entertain a hatred against me; however, regardless alike of their friendship or hatred, in whatever affairs I am engaged I act in accordance with the rules of justice and to the best of my ability; in this manner I have acted in the present case, and I have all along, in accordance with this custom, been in the habit of giving the Colonel, as well as his predecessors, information on all its details. I take God as my witness of this.

Para. 13. It would appear from the evidence of Mr. Battye and Mr. Hykoop, and Narrain Rao Chimnajee, given in this business, that I did not show the Colonel the endorsement entered on the agreement, drawn up between the Parukh and the Pole by Sir R. Arbuthnot, securing to it the Government guarantee, but that he (the Colonel) first became aware of the circumstance in September 1850. The Colonel also now asserts that I even failed to bring this endorsement to the notice of the late Mr. Andrews, with reference to which I beg to reply as follows:

1st. In August 1846, Mr. Andrews sent in a report of this case to Government, at which time he enclosed therewith an autograph translation of the agreement in question, which he had himself made. At the time of preparing it, he took the deed of agreement in his own hand, and after reading the endorsement entered underneath, word for word, he observed to me, that "if you read over this endorsement, you will perceive that the (Goozerattee) word 'agur,'* which appears therein, has no connexion with the meaning of it;" and made some other remarks. That gentleman has further clearly stated in his report, that Sir R. Arbuthnot had guaranteed the agreement by the endorsement in question; therefore I beg you will consider how Mr. Andrews could possibly have written so without having seen both the deed of agreement or its endorsement.

2d. After I had given in my summary of the case in June 1848 to the Colonel, he sent a note to Mr. Hykoop in the office, and directed him to ask me in what manner Sir R. Arbuthnot had written the guarantee endorsement; to which I replied, that in August 1846 Mr. Andrews had translated the agreement, and referred to him to that for the meaning of the endorsement. On this he looked up the paper referred to, and after examining it, said to me, "It appears that the copy of the endorsement has been omitted to be copied in underneath." I then got out the original deed of agreement, and showed it to Mr. Hykoop. In my July summary, the endorsement is quoted as it was translated in Goozerattee, and at the time of translating this summary into English, Mr. Hykoop said to me that he would copy the English endorsement itself, and that there was no necessity for translating it from the Goozerattee version of it. Whether he ever filled in the English version in his translation afterwards or not, I cannot say. The Colonel had assuredly seen this endorsement; if he had not, how could he have questioned me on the subject in the 17th query he put to me on my examination? And, in my answers to questions 11 and 14, I have fully explained this matter.

3d. When Baba Fudkey received all the necessary papers to enable him to prosecute his investigation,

investigation, this paper (the deed) was first handed over to him; and in the latter part of the 3d para. of his report, the whole guarantee endorsement is written in full, and it is not probable that the Colonel has not had a translation of this report made, and not observed the circumstance.

4th. On a perusal of the report sent in to Government by the Colonel on this case, dated 7th September 1848, it does not appear therefrom that at that time he was ignorant of the purport of the endorsement alluded to.

The above is a very brief substantiation of my asseverations, but if the Commissioner still entertains doubts in his mind, he should bear in mind that this deed of agreement was the sole basis on which this investigation was founded; therefore, how could it have been carried on without its having been seen? I cannot further enlarge on this subject.

Para. 14. The deposition of Russeekram, the agent of Parukh Jugjeewan Kandass, dated 30th June 1849, has been marked (I.), and recorded on the proceedings, because it does not bear the Resident's signature, which has led to a dispute about it. In reply to this, I beg to observe, that on the receipt of the Government decision, in reply to the report sent in by Colonel Outram on the Pole's affairs, an investigation was instituted into the amount due by the Pole to the Parukh in the presence of Mr. Battye; at which time Russuckram was frequently directed to give in the detailed accounts of the large debit balance shown against the Pole, but he would not produce them. On this, by that gentleman's orders, questions were put to him regarding every item of the account, and his answers taken down. Narryen Row and Babajee were in the habit of sitting near Mr. Battye, and carrying on the writing part of the business, and how that gentleman's signature has been omitted in the present instance, whether from forgetfulness or otherwise, I know not. On examining the paper in question, it appears to contain nothing of consequence, but merely the replies to questions put regarding each item of the account, for the purpose of elucidating the same, and bringing to light the detailed account. There are other proceedings on record in the office, to prove that this case was further inquired into in the presence of that gentleman.

Para. 15. Certain papers found among the dufters, taken from the house of Dhunju, the deceased village accountant (Tullatu), of the village of Kasseepoora, have been recorded in this case, to which I beg to submit the following remarks:

1st. There are three papers of the year Sumvut 1901 (A. D. 1845), the purport of which is that the total amount of revenues of the above-mentioned village for that year is *Rs.* 2,587. 8. 6.; and there is an entry of *Rs.* 527. 4. having been expended therefrom, on account of expenses, leaving a net produce of *Rs.* 2,060. 4. 6. In reply to this, I have only to observe that the lessees had the management that year, and the terms of the agreement were acted up to.

2d. There are four papers of the year Sumvut 1902 (A. D. 1846), the purport of which is, that the gross produce of the village for that year was *Rs.* 4,231. 2. 3. In one paper the expenses appear to have been 556 rupees, which if deducted leaves a net produce of *Rs.* 3,675. 2. 3. In another paper the expenses are stated as *Rs.* 487. 4.; according to which, if a deduction is made, then the net produce will amount to *Rs.* 3,743. 14. 3. In the third paper (waste sheet), the gross produce is shown to be *Rs.* 4,199. 10. 3. This paper was not produced at the former inquiry into the accounts; therefore unless it is compared with the accounts for that year sent in by Russeekram, the result cannot be known.

3d. There appear two papers of the year Sumvut 1903 (A. D 1847). In one the gross produce is shown to be *Rs* 2,638. 3. 9., while in one part of the paper the expenses are stated as *Rs.* 561. 4. and in another *Rs.* 644. 8.; thus leaving a net produce of *Rs.* 1,993 11. 9., or *Rs* 2,076. 15. 9, according to which sum is deducted. In the other the gross produce appears to be *Rs.* 2,622. 4. Regarding these, if they are compared with the accounts given in by Russeekram, as suggested in my preceding clause, the result will be known.

4th. There appear four papers and one chopdee of the year Sumvut 1904 (A. D. 1848). The purport of the papers is, that the amount of gross revenue as fixed (jummabundy) is 3,501 rupees, and the expenses of the village are stated as *Rs.* 595. 10. 3, leaving a net revenue of *Rs.* 2,905. 5. 9. In the chopdee the gross produce is stated as 3,261 rupees, and in another paper (waste sheet) as *Rs.* 3,216. 15. 9. The amount entered in the chopdee for the year Sumvut 1904 (A. D. 1848) agrees with the latter.

5th. In the chopdee for Sumvut 1905 (A. D. 1849) something more than 3,200 rupees has been entered as paid.

6th. There appear two chopdees and three loose papers for the year Sumvut 1906 (A. D. 1850), in which the gross produce is stated as *Rs.* 5,336. 5. The management of this year was conducted by the Guicowar.

There further appear two more papers, one of which purports to be a lease of the village of Kasseepoora, given by Gorajee Pole, in the year Sumvut 1904, for five years, to the patells of that place, for a yearly revenue of 3,501 rupees, and the other the agreement furnished by the patells in question on that account. The Pole may have effected this himself, but I know nothing about it.

The above is my reply to the papers in question.

Para. 16. A tallebund account appertaining to the Residency office has been recorded in these proceedings. In it the produce of the villages for the year Sumvut 1905 (A. D. 1849), after deducting all expenses, is shown to be *Rs.* 5,567. 15. 3, but in this amount is included a sum of *Rs.* 83. 12. on account of fines. Out of this it appears to me that there is still a sum to be deducted on account of the "grassias"* of the village of Jamboowada. I beg to remark

* Black mail.

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remark here, that a mehta had this year been sent to attach the villages on the part of the Resident, through whose means they were, with the assistance of the contracting Patells, managed direct.

Para. 17. A yad from the Guicowar government regarding the produce for the year Sumvut 1906 (A. D. 1850) has been recorded. In that the produce, after deducting expenses, is shown to be *Rs.* 7,741. 11. 3., but what the amount on account of fines, mohosul and others, &c. are not separately detailed. However, I beg to remark,

1st. These three villages are managed on the ("bhag buttan") revenue in kind system, and not on that of the "begotee," or "khata bundy" (the former a system of assessment peculiar to Goozerat, and the latter some specified arrangement). For this reason there is no certainty of the yearly revenues being always the same; but it entirely depends upon the goodness of the crops and the price of the grain; and it also requires great management and care to preserve the grain. In this country there are many villages managed on the "bhag buttaee" system; and if the total produce of five or 10 of these, for the last 10 or 12 years, are inquired into, it will be at once apparent how great a difference there is in the produce of one year from that of another In my 15th para. I have stated the amounts of revenues as taken from the papers found in the house of the late "tullati" * of Casseepoora; and I beg you will remark what a difference there is in the accounts for the different year, of Sumvut 1901, 1902, and 1903 (A. D. 1845, 1846, and 1847). In the amount of produce mentioned in the commencement of this para., *Rs.* 7,741. 11. 3., is included an item of *Rs.* 1,950. 10. 9. on account of ("leevaee jumma") extra collections, all of which do not appear to have been made justly and in accordance with the former customs of the village, but several new taxes have been put upon them, and the revenues thus increased. In this year there were excellent crops of rice (in the husk) and cotton, and the price also was good; and there was but one manager, who exercised absolute authority; consequently the revenues may have increased.

* Village accountant.

2d. These villages were granted by the Guicowar government, in A. D. 1819, to Gorajee Pole, in lieu of "nemnook," computing the revenues derivable therefrom at 7,200 rupees; but they did not realise so much, and the Guicowar government was in the habit of making good the yearly deficiency; however, as there was no fixed agreement so to do, in A. D. 1824, a dispute arose about it. At that time the Guicowar Sircar agreed to pay annually as far as 1,000 rupees, on account of the deficiency; but the agreement further stated, that if the deficiency was less than 1,000 rupees, the amount thereof was only to be paid, and the amount itself, if it exceeded. This was acted up to for several years. Afterwards a new tax was levied on the Poles, "nemnook †", which the Guicowar government commenced deducting from this 1,000 rupees, which gave rise to a dispute; and a long correspondence ensued. In the meantime the Bombay Government preferred a claim on the Guicowar government for the payment of the thousands of rupees lost by the deficiency. The Commissioner should bear in mind, that if the gross total of the revenues was such that no deficiency ever occurred, but on the contrary an increase, then how does it happen that the Guicowar government made good the deficiency for so many years, and during this dispute never proposed to take back the villages, and pay the amount of nemnook in cash? If it be urged that this deficiency may have been made good from ignorance of the matter, to this I would submit, that these villages are within a short distance of Baroda, and under the jurisdiction, and are surrounded with villages of, his Highness; and such being the case, how is it possible that his mamlutdars, karbaree, and others, should have remained ignorant of their resources?

† Stipend.

In a word, there should be but one person placed in authority to arrange and settle the produce of these villages, and the person to whom such management is entrusted should take an interest in it. If this is not done, then the reasons of the deficiency are perfectly clear. The produce shown above is for one year only; therefore, by noting the revenue of the succeeding years, the actual amount will be known.

Para. 18. In fine, since my arrival here within six years, seven gentlemen have had the charge of the Residency, whose dispositions, and opinions, and behaviour have been distinct one from the other. For this reason, in such a case as the present one, rule was not followed; occasionally changes have taken place. If a satisfactory arrangement is at any time brought about, the gentlemen take all the credit to themselves; but if any contrariety should arise, or appear to do so, then the blame thereof devolves upon people in my situation. It rests with my judge to take this matter into consideration.

Para. 19. In this case the report of the Colonel, dated 7 September 1848, has been recorded, and I therefore request that the Government reply thereto may be recorded also.

Baroda, 25 July 1851 (Friday).

(signed) *Nursoo Luxoomun*,
late Native Agent, Baroda Residency.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(S.)

No. 204 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Officiating Resident at Baroda.

Sir,

1. I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of Lieutenant-colonel Outram's letter, No. 215, dated the 7th September last, with enclosures, reporting the result of his inquiries into the affairs of Goorajee Pol, a pagadar of his Highness the Gaekwar, holding the British guarantee, and to convey to you the following observations and instructions thereon.

2. With reference to paras. 2 to 13 of his report, in which Colonel Outram explains the reasons which obliged him to obtain the assistance of Vinaik Moreshwur Furke, a person not in the employ of Government, in investigating the claims of Paruk Jugjeewan Kandass against the Pol, I am desired to inform you that Colonel Outram was justified, when his suspicions were excited, in making use of extra aid in prosecuting his inquiries into this case, but that he greatly erred in seeking it from a person whose employment in a political office had before been forbidden by Government; a procedure which makes it evident that he could not have examined the records of his office in which the correspondence concerning this person existed.

3. With reference to the suggestions in para. 14, for the adjustment of the Paruk's asserted claims against Gorajee Pol, his Lordship in Council directs that the banker be held bound by the terms of the agreement guaranteed by Sir Robert Arbuthnot, under which a yearly expenditure of (5,412) five thousand four hundred and twelve rupees should be admitted, as well as such arrears, according to the agreement, as may be proved to have been paid. But Government can in no way be responsible for the adjustment of any other payments which the Paruk have made to the pagadar.

4. The annual amount of the seven years' lease to the Patels of the village revenues, must also be considered as the yearly revenue received by the banker, viz., (5,700) five thousand and seven hundred rupees; so that, according to Colonel Outram's calculation, Gorajee Pol will be on the two years a creditor to the amount of (*Rs.* 278. 5. 5.) two hundred and seventy-eight rupees, five annas, and five pies; but as there are said to be other advances made to Gorajee Pol, this sum should be left at his credit with the banker. You will be pleased to inform him of this decision, and at the same time intimate that he is at liberty to recover it, or allow it to be carried to his account, as he may wish; but that Government will not interfere to recover it for him, as it is evident that much of the embarrassment of the case has been caused either by his connivance or imbecility.

5. Colonel Outram's proceedings, as reported at the commencement of his 16th para., and his suggestions for making the Patels abide by their seven years' contract, are approved by Government. In short, the Paruk and the Pagadar should be mutually bound to adhere to the terms of their engagements, and the Patels who leased the villages for seven years should likewise be held to their contract, and with respect to any pecuniary transactions between any of the parties not under the British guarantee, you should abstain from all interference.

6. With reference to para. 17, I am desired to inform you that if there are no other claims against the pagadar than those discussed in the present report, the arrears of the payments from his Highness the Gaekwar should, to such extent as you may report advisable after defraying the arrears guaranteed to the banker, the amount of which ought to have been specified, be retained in the Treasury as a fund wherefrom to meet the expenses which have annually to be incurred on account of the paga, previously to the realisation of the revenues.

7. In submitting his report under reply, as well as in his report on the case of Govindrao Gaekwar, No. 209, of the 31st August last, Colonel Outram has represented the conduct of the Native Agent, Nursoo Lukshmun, as open to the gravest suspicions, either of apathy and disregard of his duties to Government, or of culpable collusion with fraudulent and unprincipled parties.

8. His Lordship in Council considers it to be due to this hitherto distinguished native officer, who has passed a large portion of his life in the service of Government, whose character has hitherto been unassailed, who was long considered the most able and most faithful of the native revenue servants under this Residency, and on whom the Honourable Court of Directors, in token of its approbation, has conferred the grant, for three lives, of a village, of the annual rental of (1,200) twelve hundred rupees; that serious accusations of this nature should not be lightly entertained against him; that before any decision is passed upon his conduct, those accusations should be thoroughly sifted, and that if any doubt still remain, opportunity should be afforded him of explaining whatever may appear detrimental to his character, and may throw upon him a shadow of suspicion.

9. The gravamen of Colonel Outram's charge in this case is, that Nursoo Punt did not assist him as he ought to have done in the investigation of the case of Gorajee Pol, whether

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"from apathy and most blamable carelessness, or culpable collusion with the Paruk in the frauds the latter has been carrying on." His Lordship in Council, however, after a most careful perusal of the papers, finds no sanction whatever for either of these charges.

10. Colonel Outram, I am desired to observe, has viewed the office of Native Agent, and the duties required of him, in an erroneous light. He would, as is very apparent throughout his examination of Nursoo Punt of the 26th August, render him answerable for what are really the acts of the Resident, as though the Resident could do nothing but what the Native Agent dictated to him.

11. His Lordship in Council is of opinion that the answers given by Nursoo Punt to the queries put to him are quite satisfactory. He seems in these, as well as in his reports of June and July 1848, to have explained all that could be required of him. Government may not agree with him in his opinion as to the necessity or expediency of relieving the Patels from their seven years' engagement, or granting them more favourable terms; still there is nothing to blame in that opinion; and it is probable that many persons, if they thought the terms too hard (Furke's Report, para. 13, art. 1st, admits that there were losses), would have deemed it right to make some abatement. This, I am desired to observe, is contemplated in the lease itself, in the concluding clause of which it is particularly specified that if, on an examination of accounts, it appears that the lessees are losers, the Resident will grant a remission; a fact which the Resident has nowhere noticed in his proceedings.

12. But the question of the rent of the villages, so far as the Patels are concerned, is a matter wholly foreign to the principal subject, which is the state of the account between Pol and the Paruk. The bond of 14th January 1846 distinctly lays on the Paruk the obligation of maintaining the leases. He might make with the Patels any arrangement he pleased; still he was answerable to Pol for the whole sum, and Government cannot perceive that there was the slightest necessity for any inquiry into what the Paruk really got from the villages, nor for any investigation into their management, so long as the Patels did not themselves complain of extortion or any violation of their contract, or the Paruk of being unable to realise his dues.

13. Furke's Report of August 1848, if true, shows that the villages are mismanaged; probably they are so, but this is irrelevant to the question at issue; and his Lordship in Council is unable to understand how any portion of that report reflects on Nursoo Punt. It was not part of his duty to manage the villages, or to see that the contract was observed, that the Pol was not defrauded, or that the village lands were not alienated.

14 Nursoo Punt may have conscientiously thought that the village lease was far too high a sum. He did not make those minute inquiries (nor could he be expected to make them) which Furke carried on; reasoning generally from what the parties may have stated to him, he might, without any imputation of fraud, have formed that opinion. But, as before observed, this is quite a matter of indifference. If the Paruk chose to relieve the Patels from their contract to pay (5,701) five thousand seven hundred and one rupees annually, this could not relieve him from the obligation to give Pol credit for that sum.

15. Colonel Outram alleges, in para. 7, much that is to the discredit of Nursoo Punt, in regard to what is termed the cancelling of the lease, but the reasonings of that officer are not concurred in by Government. The lease, in reality, is not cancelled; it is in force to this day. It cannot be cancelled without the sanction of the Resident, and that has never been given. There is no reason for believing that this fact was not as well known to the Acting Resident, Mr. Andrews, as to the Native Agent. The lease was, by the Pol's bond of the 14th January 1846, placed in the Paruk's hands. If he chose to "relinquish the security," this was his business. So long as he did not complain to the Resident that the Patels did not furnish security or pay the full amount, there was no necessity for the Resident, or any one connected with the Residency, to know whether the lease was enforced or not.

16. And even if Nursoo Punt was informed of the facts of its being so (which, however, is a mere assumption), this is no crime. He affirms (*vide* answer to query 24) "that it has always been customary to transact business in their (the Resident's) presence, and the Native Agent has never had private interviews with people on matters of business, neither has he ever interfered in any case without orders to that effect. Whatever anybody had to say was said before the Resident," &c. His Lordship in Council believes this to be strictly true, especially as Colonel Outram does not gainsay it. It is a very easy process to assume that the Native Agent saw everybody, knew everything, and then to argue that he concealed his knowledge. It is only one further step in the assumption that he concealed it from fraudulent motives.

17. As regards the account between Pol and the Paruk, his Lordship in Council quite concurs in the decision which Nursoo Punt advocates. He distinctly says that the Paruk cannot claim the Government guarantee to any sum beyond that advanced by him to the Pol for the payment of arrears due for the expenses of the paga and the annual sum of (5,412) five thousand four hundred and twelve rupees. It is true the amount of arrears is not given in the bond. It ought, undoubtedly, to have been so, but to provide for this was the duty of the Resident and not of the Native Agent, who declares (and there is no reason to doubt his word) that the whole transaction was conducted by Sir Robert Arbuthnot in person.

person. It is unfair to impute blame to the Native Agent for the Resident's acts or omissions.

18. The Paruk claims a large balance from the Pol for sums advanced annually beyond the stipulated amount of (5,412) five thousand four hundred and twelve rupees. Nursoo Lukhsmun distinctly states that for this the British Government is not guarantee (*vide* answer to 17th question, at its conclusion). In so doing, his Lordship in Council can perceive no desire on the part of the Native Agent to aid the Paruk in an unjust demand.

19. Colonel Outram dwells much on the obligation which the Paruk had entered into the bond not to expend a rupee beyond a certain sum, (5,412) five thousand four hundred and twelve rupees. *Vide* para. 6, of his letter, in which he further states, "neither does the Native Agent in his report, nor did he even do so verbally, bring to my notice that the Paruk was pledged in his bond to limit the expenditure to (5,412) five thousand four hundred and twelve rupees."

20. After a very careful perusal of the bond, his Lordship in Council can find no such stipulation or pledge. The Paruk binds himself to pay yearly for the expenses of the paga (5,412) five thousand four hundred and twelve rupees, but there is not a syllable of pledge that he will not advance a single rupee more. The Native Agent, therefore, is not to be blamed for not bringing to the Resident's notice a fact which has no existence. The sum of (5,412) five thousand four hundred and twelve rupees was the minimum account which the Paruk bound himself to expend, and the maximum amount for which Pol's villages were liable under the bond, and to which the guarantee extended. If he chose to advance more, he became a mere ordinary creditor of the Pol for the excess.

21. Whatever were the conditions of the bond, Colonel Outram was as able to know them as Nursoo Punt himself. The bond itself was before him, and if he could not read the original, the translation sent to Government by Mr. Andrews was sufficient. It cannot be supposed that Nursoo Luximon, a man not deficient in ability or acuteness, could have thought that Colonel Outram would have decided a matter of this kind without looking at the principal document connected with it, or that he would have been so egregiously blind as not to see that if, from any improper motive, he misrepresented the contents of the bond, his scheme could not remain for half an hour undetected.

22. How far the Pol is liable for sums which the Paruk can prove to have been paid to him, or by his authority, beyond the arrears and the annual sum of (5,412) five thousand four hundred and twelve rupees, is another question. For the recovery of such excess the Paruk clearly can claim neither the interference of the Resident nor the possession of the villages. But he is not prohibited from urging his claim before a competent court; Government would, in all probability, as it is bound to maintain the efficiency of the paga, not permit any tribunal, if it thought the demand against the Pol just, to interfere with the management of the villages assigned for its support, but it could not object to its liquidation from any other property that the Pol might possess.

23. On these grounds his Lordship in Council cannot see any great impropriety in Nursoo Punt's suggestion, that any sum really due to the Paruk beyond the (5,412) five thousand four hundred and twelve rupees per annum, after deducting the revenues of the villages, should be paid from the sum received from the Durbar. If the Pol really owed such a balance (and this Colonel Outram does not doubt, *vide* para. 14), he might have justly thought that it should be paid, although there were no guarantee to it. This would have been at least a better mode of disposing of the money received from the Durbar, than to make it over to Pol, who would at once have squandered it; and it is solely from a desire on the part of Government to avoid any interference in unguaranteed affairs, that I am directed to instruct you, when the expenses alluded to in the 6th para. of this letter shall have been provided for, to make the balance over to the Pol instead of his creditor. Should any competent court make an award against him, the remainder of these balances should be held available in liquidation of it, in preference to the measure now directed of paying them to Pol.

24. Matters might, in the opinion of Government, have been better conducted had the villages been managed by the Resident; but so long as the Paruk is considered bound to give Pol credit for the amount of the seven years' lease, it is clear, as urged by Nursoo Punt, and admitted by Colonel Outram, that this could not be effected without a previous settlement of the Paruk's claims; in fact, his consent was obviously necessary to the arrangement, unless it could be shown that he had in any way infringed the stipulations of his bond.

25. When Nursoo Punt was asked by Colonel Outram why this arrangement had not been carried out, he stated this objection, and also that it was requisite previously that the answer of Government should be received as to the exact amount available from the arrears of the 1,000 rupees per annum paid up by the Gaekwar. This second reason Colonel Outram stigmatizes as a mere excuse for delay. To his Lordship in Council, however, it seems a valid reason, because, until that answer was received, the account between Pol and the Paruk could not be adjusted, and there is, therefore, nothing suspicious in Nursoo Punt's having advanced it.

26. There appears, moreover, nowhere throughout these proceedings any admission by Nursoo Lukshmun of the correctness of the Paruk's account of the sums disbursed by him

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to, and by order of, the Pol. Colonel Outram does not allege that Nursoo Punt ever examined them in detail, and his Lordship in Council understands them to have been received from the Paruk subsequent to the Resident's suspicions having been excited; had Nursoo Punt examined these accounts and proposed to allow the Paruk credit for objectionable or unreal items, then there might have been some reason for doubting his uprightness.

27. Although the Right honourable the Governor in Council is of opinion that Colonel Outram, with his suspicions excited, was justified in employing another person than the Native Agent in the investigation, he is also of opinion that Colonel Outram's grounds for suspicion were unsound, and that it is therefore much to be lamented that he entrusted to another a duty which he ought to have required Nursoo Punt to perform. His integrity would have been fairly tested had he been entrusted openly and with that confidential expression of his own views which is due from a Resident to a native in such a situation, with the scrutiny into the Paruk's accounts.

28. On a careful consideration of the circumstances of the case, his Lordship in Council is of opinion that there are, as shown in the papers before Government, not sufficient grounds for any suspicions that, in this affair of Gorajee Pol, Nursoo Punt has acted otherwise than as a faithful servant of Government. Colonel Outram appears to Government to have exacted from the native agent a duty and responsibility of a very unusual nature; one, in fact, which ought more properly to have devolved either upon himself or his assistant. When, moreover, the Resident was dissatisfied with the manner in which the duty had been performed, the Native Agent was subjected to a most searching cross-examination, from which he escaped without any criminatory matter being elicited against him; his replies to the Resident's interrogatories being candid and straightforward, and not those of a guilty man.

29. The charges against Nursoo Punt, arising out of the case of Govindrow Gaekwar's debt to the firm of Hurree Bhugtee, are:

1st. That his report (B.) on this claim, instead of clearing up the Resident's doubts, only added to his suspicions (para. 2); and to cite Colonel Outram's words in para. 6, "he neglected to point out to me causes of suspicion which he now acknowledges to exist, and others which I have indicated, which, although he does not admit, could scarcely otherwise than have occurred to so shrewd a native as he is."

2d. That he did not produce or allude to the accounts marked (E.) and (G.), which had previously been given in by the Sowkar.

30. Nursoo Punt's report (B.) is, I am desired to observe, simply a statement of the facts of the case. It does not appear that in it he committed himself to a single opinion. It therefore by no means bears the character that the Resident has given to it (para. 2), as embodying Nursoo Punt's views on the demand. It is impossible to say what precise points Colonel Outram directed that the report should embrace. In his answer to the first question in his examination of the 31st August (D.) Nursoo Punt observes that he was asked for a statement of how the matter stood, and he simply gave it, but without a word of comment.

31. In his examination (D.) his opinions on the transactions are to be found. He would at once unravel the intricate knot by giving, as interest, only a sum equal to the amount of the principal; an opinion in which, on a careful consideration of the case, Government has concurred, as intimated to you in my letter of the 15th ultimo, No. 5249, and after this it is quite unnecessary to go further to decide in his connivance at a fraud, or his collusion with the firm; and this fact at once acquits him of all participation in the injustice which the firm may have desired to perpetrate.

32. On the second charge, Nursoo Punt admits that the documents (E.) and (G.) had been received in the office at the periods of their dates in 1842 and 1845, and can only urge that the latter, which had been received three years back, and since he joined the office (in June 1844) had escaped his memory. He gives a detailed account of the search being made for its discovery and that of the memorandum of 1842, and he attributes the difficulty of finding them to the impossibility, with the existing establishment, of keeping the duftur in proper order, and registering all the documents received.

33. This story is plausible; the question is whether it is true. Colonel Outram (para. 5) admits the possibility of its being so, but he took no steps to ascertain the fact. There is no examination of the karkoons as to the circumstances of the search, and no explanation whether the duftur is in the state alleged, and whether, from the inefficiency of the establishment, it is necessarily so.

34. Government has before it the bare fact that the documents were missing, and were subsequently discovered. Were there the slightest grounds for suspecting collusion between Nursoo Punt and the firm, his Lordship in Council would not hesitate to view it with some suspicion; but the only known circumstance bearing on this point at all, viz., his suggestion that interest should not be allowed beyond a sum equal in amount to the principal, has a directly opposite tendency.

35. Under these circumstances, and considering the high and honourable character which Nursoo Punt has ever borne, his Lordship in Council has no hesitation in expressing his belief of his statement, and cannot think that such a want of memory as he has unfortunately displayed, should of itself suffice to brand him with ignominy and to neutralize the merits of a long and unblemished service.

36. There

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36. There can be no doubt that Colonel Outram himself overlooked Mr. Remington's report on the causes of Vinaik Moreshwur Furke's disqualifications for political office, and the decision of Government founded thereon. They are, nevertheless, on the Residency records, and this fact proves that documents may be lost sight of without attaching culpability to the party by whom they are overlooked, of so serious a nature as has been imputed to Nursoo Punt by Colonel Outram.

37. With respect to the employment of Vinaik Moreshwur Furke in investigating Gorajee Pol's accounts, I am again desired to express the opinion of Government that it was both improper and injudicious, not only under the recorded opinion of Government that this person was not eligible to be employed in any political capacity, but likewise because it could not have been expected that he would act with impartiality as a referee on any matter in which the native agent was concerned, since Furke was not only a rival candidate for the office of native agent, when Nursoo Lukshmun was appointed in 1844, but now aspires to succeed him in the event of his removal; and Colonel Outram, notwithstanding the opinion of the Government of 1844 (in which his Lordship in Council entirely concurs) of his ineligibility for this responsible office, has actually proposed that Vinaik Moreshwur should be appointed on the retirement of the present native agent.

38. His Lordship in Council feels himself compelled to enter at some length into the charges alleged against Nursoo Punt, because, while it is an easy matter, and requires but few words, to cast imputations on a native servant, and on general considerations to declare him fraudulent and untrustworthy, his relief from such imputations cannot be so summarily effected. The characters of native servants of high rank and standing ought to be objects of the peculiar care of Government, which should not admit of their being assailed lightly, or on grounds not shown after severe scrutiny to be sufficient.

39. In conclusion, I am desired to inform you, that so far from concurring in Colonel Outram's opinion, his Lordship in Council is persuaded that the examination into the cases before Government has removed from Nursoo Lukshmun all suspicion of misconduct in respect to them. Under these circumstances, it is unnecessary even to inform him of the nature of the imputations cast on him (which seems not yet to have been intimated to him), or to require explanation on any single point in these transactions.

I have, &c.

Bombay Castle, 12 January 1849. (signed) *A. Malet*, Chief Secretary.

(T.)

No. 1569 of 1846.—Political Department.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to Sir *R. K. Arbuthnot*, Bart., Resident at Baroda.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of Mr. Ogilvy's letter, No. 375, dated the 12th December 1844, forwarding translation of a correspondence with his Highness the Guicowar, relative to the nemnook of Goorajee bin Soobhanjee Pole.

2. In reply, I am desired to observe, that from the records of the secretariate, it appears that Soobhanjee Pole, the first member of the Pole family with whom the British Government had any connexion, was formerly killedar or commandant of the fort of Kaira, and that the guarantee of the British Government was granted in 1803 to this killedar and his brother "Soobhajee," as the price of the former surrendering the fort and town of Kaira without opposition to the Guicowar Government.

3. This guarantee extended to the grant to the two brothers in perpetuity of a certain number of villages, of the value of 11,800 rupees, on the condition of themselves and successors maintaining a pagah of 34 horse.

4. In 1814 the sunnud conferring this grant was cancelled, and a fresh one granted exclusively in Soobhanjee's name, by which arrangement the former allowance was reduced to *Rs.* 7,193. 12. per annum, and a corresponding reduction was made in the pagah, the number of horse being reduced from 34 to 21; thus, it appears, was the original guarantee violated by his Highness the Guicowar.

5. In a letter dated the 15th December 1837, Mr. Malet, then in temporary charge of the Baroda Residency, reported that this guarantee had again been violated by his Highness the Guicowar, who had concluded a settlement with the Pole family, by which they had been left in a state of utter destitution.

6. This circumstance became first known to Mr. Malet in consequence of Gorajee Pole, the son of Soobhanjee Pole, and the representative of the family, having in a petition to that gentleman stated that he had entrusted the control of his pagah, and the management of the villages assigned for their support, to a banker, named Baba Nafra, who, in the

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first instance, stopped the allowance of grain for the horses, in consequence of which they died; and ultimately, in league with Veneeram, then in favour with his Highness the Guicowar, and the Resident's native agent, Brijlall, confiscated the villages for his own use, without assigning any provision for the support of the family: and that finally, by threats, but under a promise that the villages would be restored to him, Gorajee Pole was compelled to sign a release in full of all damages against Baba Nafra, although he had objected to various items in his accounts.

7. In reply to the above letter from Mr. Malet, the late Mr. Sutherland, who had intermediately been appointed Resident at Baroda, was, under date 27th March 1838, directed in the first instance to inform his Highness the Guicowar of the particulars of this case, and to communicate to his Highness the hope of Government that he would co-operate in exposing the fraud which had been committed, by requiring Baba Nafra to produce his accounts.

8. On the 31st May 1839, Mr. Sutherland forwarded to Government translation of the correspondence which had passed between the Guicowar and himself on this subject. The result was altogether unsatisfactory, since the Guicowar had espoused the cause of Baba Nafra, and contended that no investigation was necessary; as therefore his Highness would not compel Baba Nafra to produce his accounts, and as there appeared every reason for believing that his Highness had himself been instrumental to the destruction of the Pole's pagah, Mr. Sutherland suggested that a sum equal in amount to the income of the villages during the period they had been in the hands of the Guicowar should be demanded from his Highness, and that the villages should without delay be made over to the Pole family.

9. These arrangements were approved of by Government, in a letter dated the 15th August 1839, with the modification, however, that instead of placing the Pol family in possession of the villages, which had ostensibly been made over to Baba Nafra, their annual value in money should be paid annually to the family from the Guicowar tribute, in order that they might be enabled to re-establish their pagah, and obtain, according to the original grant, a suitable maintenance.

10. The arrears due by the Guicowar to the Pol family, for the two years these villages had been in his possession, amounted to *Rs.* 14,387. 8.; and this amount having, under orders from Government, been paid by Mr. Sutherland to the Pol family, they with this money purchased fresh horses and re-established their pagah.

11. In a letter dated the 10th January 1840, Mr. Sutherland reported that his Highness the Guicowar had issued orders for the release of these villages and for their being made over to the Pol family, who had accordingly received charge of them.

12. In his letter under acknowledgement, Mr. Ogilvy states, that these villages since their release have yielded considerably less than their fixed annual value of *Rs.* 7,193. 12., and that as the Guicowar formerly agreed to grant the Pol family as far as 1,000 rupees annually whenever the realisations from these villages might be deficient to that, or a greater extent, while on the other hand, the Pol family agreed to make over to his Highness any amount which the villages might realise in excess of the sum* mentioned in the sunnud as the value of the villages, that gentleman called upon the Guicowar to grant to the Pol family an allowance of 1,000 rupees on account of the falling off in the realisations of the villages for the years 1840 to 1844, but that his Highness has resisted these claims.

* *Rs.* 7,193. 12.

13. Under the above circumstances, the Honourable the Governor in Council considers it necessary that prompt measures should be adopted for securing this guarantee inviolate; but it is now too late to remedy the violation of the original guarantee, whereby the nemnook was reduced in 1814 from 11,800 rupees to 7,193 ¾ rupees.

14. The Governor in Council is of opinion that his Highness the Guicowar should be required to pay to the Pol family the latter amount in full, with arrears of the difference between that amount and what the pagahdar has actually received.

15. I am therefore desired to request that, after duly warning the Guicowar of the intentions of Government to redeem its guarantee in this case, you will be pleased, on the expiration of one month from the date of making such intimation, pay the amount due to Gorajee Pole from his Highness's tribute, and that you will take care that with the arrears the pagah is placed on an efficient footing.

16. In regard to the reduction of 6¼ per cent. from the nemnook claimed by the Guicowar, on account of the exigences of his government many years ago, I am instructed to state that this can on no account be allowed. His Highness should recollect that in the case of the children of the late Gungadhur Shastree a similar claim was disallowed, as being a violation of the guarantee of the British Government in their possession.

I have, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 22 April 1846.

(U.)

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No. 187 of 1846.—Political Department.

From *William Charles Andrews*, Esq., Acting Resident, Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to your letter of the 6th ultimo, No. 2638, on the subject of the nemnook of Gorajee bin Soobanjee Pole, I have the honour to submit, to be laid before Government, translations of my note to his Highness the Guicowar, informing him of the purport thereof, and of his Highness's reply, appealing to the Right honourable the Governor-general of India against the decision come to by the Honourable the Governor in Council.

2. In para. 13 of Mr. Chief Secretary Willoughby's letter on this subject, dated the 22d April 1846, No. 1569, I was directed "to take care that with the arrears the pagah is placed on an efficient footing."

3. It will probably be in the recollection of the Honourable the Governor in Council, that on the re-establishment of this pagah in 1839, the late Honourable Mr. Sutherland, then Resident, in consequence of "every member of the unfortunate Pole's family being considered more or less imbecile, and of the necessity that thence arose of protecting* their interests by arranging a general superintendence over their income on fair principles, involving as little expense of management as possible," induced the Pole to enter into an arrangement with the firm of Khandass Waghjee, and translation of one side of agreements executed by the parties was submitted to Government by Mr. Sutherland, with his letter of the 23d December 1839, No. 1023, the mutual engagements having been attested by him, "as a witness to the transaction, but nothing more."

4. The arrangement thus concluded continued in force up to the close of Sumvut 1901, or October 1845, when in consequence of representations made by Gorajee Pole to Sir R. K. Arbuthnot, copy of one of which in English I beg to annex, the account of Gorajee with Khandass Waghjee's firm was closed, the balance paid off, and a new arrangement made with another banker named Jugjuwandass Khandass, to whom an agreement, translation of which is appended, was passed by Gorajee bin Soobunjee Pole, under date the 14th January 1846, and which was guaranteed by the Resident, Sir R. K. Arbuthnot.

5. Such is the state of the Pole's affairs at the present moment, and his paga is complete and efficient, but I am very much disposed to doubt whether, considering the imbecile character of Gorajee Pole, which has more than once been represented to Government, and that no control was reserved to the Resident by the agreement sanctioned by Sir R. K. Arbuthnot, an arrangement of this nature is the least expensive and most advantageous to the Pole that could be devised. I am disposed to think that his "doomalla" villages having been leased for seven years, through the agency of Mr. Ogilvy, while in charge of the Residency, and the lease having yet about five years to run, and the general average expenses of the paga being known, it would be better that the revenues of the "doomalla" villages, and the amount to which his Highness the Guicowar is annually liable to make up the amount of the "nemnook," should be paid into this treasury, and the necessary disbursements for the paga, and the maintenance of the Pole, should be made to him direct. The only expense to which he will be put by this plan will be the salary of a carcoon, at about 20 syasye per mensem, to keep the accounts, which is considerably less, I should think, than he now pays to his banker in interest, premium, &c., besides which, there would be exercised by the Resident a beneficial control over the Pole's expenditure, and such control is very necessary to a person of his inconsiderate and improvident habits.

I have, &c.
(signed) *W. C. Andrews*,
Acting Resident.

Baroda Residency, 13 August 1846.

Translation of a Note from the Acting Resident at Baroda to his Highness the Guicowar, dated the 13th July 1846, No. 434.

A note was received from the Durbar, dated the 17th Jumadil Akur Soorsun 1246 (A. D. 12th June 1846), in reply to one from the Residency, dated the 5th June 1846, No. 341, regarding the payment of the full amount of nemnook to Gorajee bin Soobanjee Pole on account of his paga, and requesting that the Bombay Government may be addressed on the subject. Accordingly, translations of the correspondence were submitted to Government, and a reply received from Mr. Malet, the Political Secretary, under date 6th July 1846, No. 2638, directing me to intimate to your Highness that your representations have been received by the Bombay Government, and that its decision has been arrived at on a full consideration

* *Vide* letter from Resident to Acting Chief Secretary to Government, dated the 18th September 1839, No. 832, para. 8.

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consideration of all the circumstances of the case, which is as favourable to your Highness as could be reasonably expected, since the only matter for consideration was whether the original guarantee of 11,800 rupees a year should be acted on or not; that at present the nemnook paid to the Pole is *Rs.* 7,193. 12., which includes the revenues of the doomalla villages; that there is no objection to the accounts being examined by your Highness, together with the Resident; if after deducting the revenues of the villages, there be any deficiency in the amount of the nemnook, the same is to be made good by the Guicowar Government; that this grant is hereditary, and of this there is not a doubt. Such is the purport of the letter which is communicated as above for your information. Agreeably to a note from the Residency, with enclosure, dated the 4th May 1846, No. 254, I beg to state that the arrears on account of the nemnook for six years from Sumvut 1896 to 1901, (A. D. 1840 to 1845), amounting to *Rs.* 14,670. 11., 6., will be paid to the Pole from the tribute money belonging to your Government. This is written for your information. The accounts for 1902 (A. D. 1846), have not been received; when received, your Highness will be duly informed of the amount of deficiency.

TRANSLATION of a Note from his Highness the Guicowar to the Acting Resident at Baroda, dated the 25th Rajul, Soorsun 1246, (A. D. 20 July 1846), acknowledging receipt of the Note from the Residency, dated the 13th July 1846, No. 434, regarding the Nemnook of Goorajee bin Soobanjee Pole, and replying as follows:

1. THE Bombay Government directs you to inform me that the representations of this Government have been received, and a decision has been arrived at, on a full consideration of the case, which is as favourable as could be reasonably expected, since the only matter for consideration was, whether the original guarantee for 11,800 rupees should not be reverted to. In reply, I beg to state that a sunnud of six paras. was granted in the name of both Soobhajee and Soobhanjee Pole, to which the guarantee of Major Walker, on the part of the Honourable Company, and Umeenbin Hameed Jemedar on the part of the Guicowar, was affixed as "chaloo bandre" (continual guarantee). Afterwards Soobhajee died, after which event disorder in the management of his paga took place, for which reason Carkoon Eshwuntrow Bappoojee Gorbola was appointed by this Sirkar, who arranged everything with Soobanjee. Wherefore of the nemnook for Soobhajee and Soobanjee, originally fixed at 11,800 rupees, in consequence of Soobhajee's death, Soobanjee's share only came to 5,900 rupees, but this Government considered this sum would not be sufficient to maintain his rank and to meet the expenses of the establishment, therefore an increase was allowed him, and money given him for the purchase of horses, viz.:

	Rs.	*a.*	*p.*
For the expenses of the paga - - - - -	5,250	–	–
Ditto - - - carkoon - - - - -	500	–	–
For the support of Soobanjee and family - - -	1,000	–	–
For sundry charges of the paga - - - - -	443	12	–
Rs.	7,193	12	–

The above sum of *Rs.* 7,193. 12. was fixed as the nemnook, and a memorandum of the settlement was made on the 1st Jumadil Avul, Soorsun 1214 (A. D. 22 April 1814), and a carkoon of this Government was appointed for the management of the paga, and the Pole was to receive the sum of 1,000 rupees for the support of himself and family.

2. It is stated that the present nemnook is for *Rs.* 7,193. 12., which includes the revenue of the doomalla villages; that there is no objection to the accounts of the villages being examined by this Government, together with the Resident; that this grant is hereditary there is not a doubt. In reply, I beg to say that when Mr. Williams was Resident, a settlement was made for the payment of 1,000 rupees on account of any deficiency in the revenues of the doomalla villages granted to the paga of Soobanjee Pole, and that the pagadar was to render a faithful account annually of the revenues of those villages to this Government, and that if the revenues did not come up to the amount fixed, an order for 1,000 rupees should be given to make up the difference. If the deficiency be under 1,000 rupees, an order for the smaller sum, whatever it might be, would be granted; but should the deficiency exceed 1,000 rupees, the pagadar was to bear the loss, and not this Government. In this manner a memorandum was drawn up of three paras. on 3d Rujub, Soorsun 1224 (A. D. 5 March 1824), and this you will find to be the case if you will be so good as to refer to the said document. As regards the term hereditary, I beg to say that in the first para. of the guarantee it is clearly written that the paga is to be continued under you, and other articles having been written, it is written that according to these six articles a "chaloo bandree" (continual guarantee) has been granted to Soobhajee and Soobanjee; and by a reference to that document, it will be seen that the term hereditary is not at all applicable. Therefore the Resident and the Bombay Government will be pleased, after taking the purport of the sunnud into consideration, to refer the matter for the consideration of the Governor-general of India.

3. The Resident intimates that, agreeably to the orders of the Bombay Government, the Pole will be paid from the tribute money of this Government. In reply, I beg to state that,

that, for the purpose of doing justice, a correspondence is kept up between the two Governments on the above subject, that it may be clearly explained to this Government that such is the meaning of this document; but without doing this on so trifling a matter, and considering the friendship existing between the two Governments, to write that payment will be made to the Pole from the tribute-money is a great oppression towards this Government.

The Resident is requested to take the above three paras. into his favourable consideration, and to request the Bombay Government, agreeably to justice, to represent the matter to the Governor-general of India.

(True translation.)

(signed) *W. C. Andrews*, Acting Resident.

To Sir *R. K. Arbuthnot*, Bart., Resident, &c. &c., Baroda.

The humble Petition of *Gorajee Pole bin Soobanjee Pole*, Pagadar, one of the Subjects under the British Guarantee,

Humbly showeth,

That the petitioner, with the greatest respect and humble submission, takes the liberty to bring the following circumstances to your Honour's favourable consideration: that he is unjustly imposed by a sowkar named Khandass Wagjee, for a certain sum of money; your Honour's petitioner humbly hopes that he will meet with your kind redress.

That on the receipt of Governmentletter, dated the 11th January 1840, to the late Honourable Mr. Sutherland, for the restoration of petitioner's pagah and arrears of his nemnook, that honourable gentleman kindly made over the pagah to the petitioner, and paid him 14,000 rupees out of Residency treasury, being the arrears due for two years by his Highness the Guicowar. For the maintenance of above pagah, and your petitioner, he had the grant of those villages, they were also restored to him, and at the same time Honourable Mr. Sutherland nominated a sowkar, Khandass Wagjee, with your petitioner's consent, to deal with his affairs. A written agreement were drawn to that effect between both parties, whereupon Honourable Mr. Sutherland affixed his signature of his confirmation. Your petitioner, agreeably to the terms assigned in the agreement, kept the sum of 14,000 rupees in the shop and hands of above Khandass Wagjee to draw occasionally by the petitioner, and made over into his charge the management of three villages, namely, Cassepoor, Ahmodhur, and Jamboowarra; for the management of above villages, the allowance was granted to a mehta (200 rupees), exclusive of any other charges, has been alluded and mentioned in the 11th item of agreement passed between them.

It is distinctly stated in the agreement that the collection of revenue to be made by the said Khandass Wagjee, and settle the accounts with the petitioner at the end of every year, after deducting his claim, whatever sum he had been advanced, together with its interest of 3 qr. per cent. to the petitioner during the year; after adjusting their account, both should pass equitable receipt one to other. If in case any balance remained of petitioner in sowkar's hand, he should draw interest at the rate of six annas per cent.

The said Wyvutdar Khandass Wagjee in the first year, Sumvut 1896, collected the revenue, and given credit to the petitioner of *Rs.* 5,857. 12., while Honourable Mr. Sutherland was alive; after the elapse of that gentleman, the said Khandass Wagjee commenced in reducing the amount of yearly revenue, which was impossible to the petitioner to defray the yearly expenses of pagah and himself, in consequence of which the petitioner was compelled to run in Khandas Wagjee's debt.

On the commencement of the fifth year the petitioner consulted with the Wyvutdar, that in consequence of less produce of revenue he wishes to give the above villages in farm to other ijardar for a certain sum of money; the Wyvutdar Khandass Wagjee consented to the petitioner's proposal, and another ijardar was procured: Sowkar named Mathooradass Bachurdass, to whom the petitioner and Khandass Wagjee were agreed to give these villages in farm for the space of seven years. A lease or agreement was drawn at the increasing rate yearly, first year 5,275 rupees, until the end of the above period (5,701 rupees); the new ijardar required "sorechitty," or note of release. The farmer Wyvutdar Khandass Wagjee delayed for many days; he did not comply with the required document. The petitioner had suffered considerable loss; he was obliged to give himself his own sorechitty to new ijardar, who carried on his management for upwards of three months. The former Wyvutdar Khandass Wagjee falsely instigate and explained contrary to Mr. Remington, 1st Assistant in charge; that gentleman sent a peon, his Highness's jassood, and four men of Khandass Wagjee to the villages and removed the new ijardar's men; through which the petitioner suffered a loss of upwards of 2,000 rupees.

Honourable Sir, your poor petitioner earnestly begs you will have the goodness to take his case into your favourable consideration, and please to solicit your order for the assembly of a punchayet to decide the complaint.

Annexed is the statement of claim, showing the particulars of items therein charged. Honourable Sir, your petitioner in duty bound shall ever pray.

(signed) *Gorajee Pole bin Soobanjee Pole*,
Pagadhar.

Baroda, 27 August 1845.

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STATEMENT showing the Account between myself and *Khandass Wagjee* for the Amount due to me, viz.:

	Rs.	a.	p.	Rs.	a.	p.
To 194 ¾ culsies of dhangur or bathy, deposited with Khandass Wagjee in the month of Chytur, Sumvut 1899, charged to my account, which I have not received. I charge him at the bazar rate of nine rupees per culsee - -	1,752	12	–			
Interest on the above sum at 6 annas per cent. up to Srawun Sood Biz., 8th August 1843 - - - - - -	190	7	9			
Hire of godown charged to me - - - - - -	81	3	–			
	2,024	6	9			
Deduct,						
By amount due by me to Khandass Wagjee, for which he has taken credit - - - - - - - -	795	5	–			
Balance due - - -	-	-	-	1,229	1	9
Loss sustained by me for sending Khandass Wagjee's juptee to villages, and removed new ijardar's men; if Khandass produce the authority of 1st Assistant Political Commissioner in charge, I shall suffer the loss, otherwise Khandass Wagjee is answerable - - - - - - -	2,041	1	3			
Interest at 6 annas per 100 - - - - - -	67	14	6			
				2,108	15	9
Mojeh Cassrepoor:						
Custom for moothee on grain for the year 1899, not given credit to me in my account - - - - - -	37	8	–			
Mojeh Ahmodhur - - ditto - - - - - -	10	–	–			
Mojeh Jamboowarra:						
Parsaita collected for the year 1899, not given credit by Khandass Wagjee - - - - - - -	196	–	–			
Interest on ditto - - - - - - - -	48	9	3			
Custom of moothee on grain, for the year 1899, not given credit by Khandass Wagjee - - - - - -	75	–	–			
Nuzerana received from modee, not given credit for two years	50	–	–			
Pay of a servant overcharged as employed in paga; this man never made his appearance for 1 ½ year - - - -	99	–	–			
11th Article stated in the agreement that exclusive the sum of 200 rupees payable yearly, nemnook to his carkoon, no other charges to be made; he overcharged 292 rupees per year, from Sumvut 1896 to 1899, being four years -	1,168	–	–			
				1,684	1	3
			Rs.	5,022	2	9

(signed) *Gorajee Pole bin Sobanjee Pole*, Pagadhar.

(True copies.)
(signed) W. C. Andrews, Acting Resident.

I, *Gorajee bin Sobanjee Pole*, pagadar of the Guzerat paga, do pass this agreement to Paruk Jugguvandass Khandass, that I have 21 horses in the service of his Highness Sena Khaskul Shumsheir Bhadoor Guikwar, and have opened an account with your firm on this account, through the agency of Vukeel Chotalal Kussunlal, and have received from you money to pay arrears due for the expenses of the paga, and the pay of the bargeers, up to the end of the month Ashwin, Sumvut 1961, (October, November 1845,) and am to receive from the month Kartig, Sumvut 1902 (or November 1845), 451 rupees per mensem for the expenses of the paga, pay of the bargeers, &c., making 5,412 rupees per annum. You are to receive in lieu thereof the entire annual revenues of my doomalla villages, viz., Kaseepoora of the Baroda purgunnah, and Jamboowaroo and Ahmodhur of the Wagoria purgunnah, and also the entire amount that I may receive annually by notes from the Sirkar; and I have made over to you the three villages and the notes from the commencement of Sumvut 1902, all of which, on the settlement and payment of your account, principal and interest, and on receiving an acquittance from you for the same, I will redeem; and so long as my paga performs the service of the State properly, no obstruction will be offered by

by the Government regarding those villages and notes, and if the Resident at Baroda will give his guarantee to this writing, I will consent. 14th Posh Sood, Sumvut 1902, or 11th January 1846, Sunday. Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Additional para.: That the above-mentioned three villages have been farmed from Sumvut 1901 to 1907, being seven years, by means of the Resident, to the patel of Cassupoora; until this period be completed, you are to maintain these leases and receive the amounts; and you are to pay annually the hugdors and all village expenses, &c., &c.; whoever may have hugs, you are not to cause any hinderance to any one of these, and you are to manage the villages, with my advice, according to former custom. 14th January 1846.

(signed) *Gorajee bin Soobanjee Pole.*

(Witnesses.)

Gungadhur Abbajee, in the service of Bulwuntrow Guicowar, in the presence of the parties.

Hurreevullub Kassudass, in the presence of the parties.

(True translation.)

(signed) W. C. Andrews, Acting Resident.

This engagement has been executed before me by Gorajee bin Soobanjee Pole, and accepted by Chotoolal Kussunlal, the vakeel, on the part of Juggeevundass Khandass, banker in Baroda. The villages and chittee mentioned in it being now held by Gorajee Pole, under the British guarantee, the same is hereby extended to Jugguvundass Khandass, to the extent that the said Gorajee Pole shall not interfere with him in the management of the said villages, so long as the conditions of the bond are fulfilled, or any debts arising therefrom shall remain unpaid, or his paga of 21 horsemen shall be maintained on its proper footing.

(signed) *R. K. Arbuthnot,* Resident.

Baroda Residency, 14 January 1846.

(V.)

No. 313 A. of 1847.—Political Department.

From *A. Malet,* Esq., Chief Secretary to Government, Bombay, to *W. C. Andrews,* Esq., Officiating Resident at Baroda.

Sir,

I am directed to acknowledge the receipt of your letter, No. 187, dated the 13th August last, forwarding translation of a note addressed by you to his Highness the Guicowar, regarding the nemnook of the Pole family, and of his Highness' reply, objecting to conform to the decision of Government in this case, and requesting that the subject may be referred for the consideration and orders of the Right honourable the Governor-general of India.

2. In reply, I am desired to refer you to Mr. Chief Secretary Willoughby's letter, No. 1569, dated the 22d April, and of my communications, Nos. 2142 and 2638, dated the 30th May and the 6th July 1846, on the subject, and to state, that in the opinion of the Honourable the Governor in Council, the Pol family has from the first been grievously injured by the Guicowar Government, and that his Highness should at least be required strictly to act up to the conditions on which the reduced nemnook of 1814 was granted.

3. I am, therefore, instructed to request that you will be pleased to inform the Guicowar that should his Highness any longer delay to acquiesce in the first demands of Government in vindication of its pledged faith, the Governor in Council will consider it his duty to propose to superior authority that the original settlement guaranteed by Colonel Walker shall be reverted to.

4. The Governor in Council is glad to observe, from the 5th para. of your present letter, that the pagah of horse, which the Pol family is bound to keep up, is now complete and efficient, and I am directed to state that the instructions to which you refer, as contained in the 15th para. of Mr. Chief Secretary Willoughby's letter above alluded to, were issued on the report of Mr. Ogilvy, that several of the horses had died, that others were sick, and that unless Government interfered on its guarantee, the pagah would become extinct.

5. Under the circumstances stated by you, the Governor in Council approves of the arrangements proposed in the 5th para. of your letter, for receiving into the treasury the revenues of the pagadar's villages, and the money payments made by the Guicowar, the disbursements for the support of the pagah being made by the Resident.

6. This arrangement, I am instructed to observe, would no doubt be a great boon to the Pol family. It would, moreover, not only ensure the efficiency of the pagah, but secure the pagadar from the designs of crafty persons, to which, from his natural imbecility, he is exposed.

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7. It is, however, doubtful whether the farmer to whom the villages and the money payments have been assigned for the maintenance of the pagah will consent to the arrangement, and I am directed to add, unless his consent can be obtained, the British guarantee must be observed so long as he adheres to the term of the engagement.

8. On this point I am desired to request you will be pleased to favour Government with your further report.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 22 January 1847.

(W.)

TRANSLATION of *Baba Fudkey*'s Reply to the 12th Para. of Nursoo Luxumun's Defence on the Gorajee Pole Case, containing certain Strictures on his Report in that case.

Para. 1. IN reply to the 1st para. of my report, Nursoo Punt states, "that unless the entire management is entrusted to his care it is needless to charge the native agent with any fault, and that the management up to the end of Sumwut 1900 (A. D. 1844) was antecedent to his advent, &c." In reply to this, I beg to state that the 1st para. of my report does not alone charge Nursoo Punt Tateea with negligence, it also alludes to the former native agents. Thus the blame of taking the signature of the late Mr. Boyd to two years' clearance accounts, without having first instituted an inquiry into them, is already laid to the native agent then in office. About 19 or 20 months after Nursoo Luxumun came into the department he obtained the signature of Sir R. Arbuthnot on one day to four years' clearance accounts, without having, prior to that time, instituted an examination into them. This is quite apparent from the accounts themselves, and as a proof that the signature of that gentleman was taken without any inquiry having been made, when Gorajee Pole preferred a complaint regarding certain items of discrepancy in these clearance accounts in Sumwut 1902 (A. D. 1846), Khandass Wagjee was directed at the Residency to credit the Pole with the amount of these disputed sums, and the signatures of both were taken, from which it is quite clear that no examination was made beforehand. Further, on searching the dufters another proof has come to hand, viz. a yad from the Pole, dated Shrawun Vudh, 12th, Sumwut 1901 (29 August 1845), with an endorsement thereon, dated 31st December 1846, signed by the Resident. Now, if this yad is called for, it will be at once evident whether the charge of carelessness attributed to him by me was just or not.

Para. 2. Nursoo Punt states with reference to my 2d para., "That though I was well aware that on the paruk's breaking the lease, he was the only person responsible for that act, yet I forbore all reference to the subject, while to save the parukh, but through enmity to him, I, in order to fix the blame of having been previously cognisant of the fact upon him, put this interpretation upon the deposition, &c." In reply to this, I beg to observe, that at the first, when the inquiry commenced, I recorded in my report all the documents and papers which were entrusted to me from the office, and after examining them, whatever appeared to me to be the true meaning of them has been distinctly stated by me. To say that I did it through enmity and to fix blame upon him, is an invention of the imagination, and entirely without foundation. With reference to this I will adduce a few proofs. By searching the dufters just now a yad, dated Shrawun Shoodh 9th, Sumwut 1900 (A. D. 22 August 1844) was found, on which an endorsement to the following effect, signed by Mr. Ogilvie, appears: that "in accordance with the contents of this yad the patells of the village of Kasseepoora have agreed to take the three villages on lease for seven years, at a yearly rental of 5,700 rupees, and have given a written agreement (kuboolyeth) to the patells to that effect, and the latter has also furnished the patells with a lease. The patells have further furnished banker's security for the rents of the first year, Sumwut 1901 (A. D. 1844-45), &c." This is dated 5th October 1844, at which time Nursoo Punt was native agent. Prior to this the Pole had taken the management out of the hand of Khandass Wagjee, and given a lease contract of the three villages to another person. On this subject a yad was sent from the Residency to the Pole, under date the 23d March 1844, a copy of which has just been discovered in the office, from the contents of which it is quite apparent that the Pole (the pagadar) had no right whatsoever to entrust the management of the villages to any one without the Resident's order, and it is also most palpably clear that the lease entered into was cancelled. Afterwards the Pole entered into an agreement with the Kusseepoora patells to lease the villages, but finding that he could not take the management of them out of the hands of Khandass Wagjee without the Resident's orders, he granted the lease to the patells in the presence of Mr. Ogilvie. I learnt this circumstance from the papers on the matter at present in the Residency office. It does not appear from them that the native agent, seeing the yearly decrease in the revenues, suggested the idea of letting the villages out by contract, but the Pole himself made the arrangements with the patells regarding the lease. Although the native agent was well aware that the lease contract could not be cancelled without the orders of the Resident, yet the lease in question was broken, and for two or three years the net produce only realised, and the patells in their depositions distinctly state that they

reported

reported this fact at the cutcherry. I therefore leave it to the trying authority to decide as to the truth or otherwise of Nursoo Punt's statement, "that he was never informed of the lease having been broken, and of the net produce only being realised." Nursoo Punt further states, that "the responsibility of breaking the lease rests solely with the parukh." To refute this thoroughly, it appears most distinctly from the deposition of the Kasseepoora Patels, taken on the 2d and 15th December 1847, but which does not bear the signature of either the Resident or his assistant, that the responsibility of the lease having been broken rests with the native agent. It is clear that fraud was intended, from the circumstance of no gentleman's signature appearing to these depositions. Such being the case, to accuse me of fixing blame upon him, through spite, is of no use.

Para. 3. In the third clause he writes, that "in the agreement made between the Pole and parukh, the subject of former arrears is mentioned, and that as the responsibility of the lease rested with the parukh he cannot comprehend what occasion there was for the Government to exercise their supervision, for that whatever expense the paruck might incur in excess of the stipulated sum on the paga, the affair rested with himself, and when his accounts were received they were being tested, &c." In reply to this I beg to state, that Nursoo Punt has written that Sir R. Arbuthnot distinctly told him that there was no necessity for his interfering in an agreement concerning loans, yet that gentleman has entered an endorsement in his own handwriting on that very agreement, guaranteeing the payment of the debts, and other clauses therein included, to this same soukar. It is quite clear that no man possessing the smallest particle of sense would assert, "this bond of agreement being most binding on the parukh, and the subject of debt being mentioned, it did not at all matter about inserting the amount, or the date from which the debt due commenced, and that entering it in an indefinite manner equally answered the purpose." Had the responsibility in this matter devolved upon any other person, and Nursoo Punt had been entrusted by Government with the business of investigating the case, he would never have given the opinion he has done in his present reply, which has been entered at random, regardless of justice, and with a view to remove the blame from his own shoulders; but on the contrary, would have coincided with that contained in my report. If it be urged that Nursoo Punt Tateea was ignorant of the probable amount of arrears due by the Pole, and the particulars of the debt, then I beg to state, that I have just seen in the records of the Residency, a Mahratta translation of an English petition, dated 14th December 1845, which Nursoo Punt had caused to be made, in which the amount due is stated to be 6,850 rupees, of which there is a sum of 1,900 rupees in the treasury on account of instalments, leaving a balance of 4,950 rupees to be paid to clear off the debt. Such is the purport of the translation. From this it is quite clear that Tateea was acquainted with everything, and the document was guaranteed to secure the payment of these arrears, as well as the due management of the paga. It was therefore the native agent's business to have inserted the amount of debt, and the date from which it commenced, because, the Pole and the parukh being in collusion, fraudulently prepared accounts of the expenditure of the paga and filled it with false details, showing the total amount of the debt to be very large. From the amount of the debt not being inserted in the guaranteed document, are Government responsible for the payment of it or not? If any one will consider this point in strict justice, it will be apparent to him, that what I stated in my report is correct. Regarding the breaking of the lease and its responsibility, I have given a clear statement in the above para., consequently there is no occasion to allude to it again here. Nursoo Punt states, that he "did not know what supervision ought to have been exercised by Government." With reference to this I beg to refer to my report, dated 5th September 1848, in the 1st para. of which are detailed the instructions which Mr. Sutherland, after entering into an arrangement, had given the native agent; by looking at this he will at once, if he does not already, understand what species of supervision was required on the part of Government. It is distinctly pointed out in the 3d para. of my former report, that if a larger amount than that stipulated on was expended on the paga, that the blame and loss incurred thereby were entirely the parukh's therefore there is no necessity for my writing any more on this subject here. Nursoo Punt has further given this interpretation to my report, that "I concealed the delinquencies of the parukh, which fell under my observation, and to screen him, throw the blame upon others." This is a most unjust imputation, which will be clearly seen on referring to my report. Nursoo Punt states that the accounts for the year Sumwut 1902 (A. D. 1845/46) on being received were inquired into; this may be true, but it was his duty to have informed the late Mr. Andrews, when the accounts in question were received, that expenses in excess of the stipulated sum were being incurred, and that the Pole's debt was stated by the paruhk to amount to 7,000 rupees. He says in excuse for not so doing, that Mr. Andrews was then just preparing to start from this, but after that gentleman's departure it was incumbent on the native agent to have reported it to Colonel Outram, and entered into arrangements regarding limiting the expenditure of the paga to the stipulated amount, as also to have informed that gentleman of the amount of the debt due by the Pole. Instead of doing this he allowed the expenditure to go on as heretofore, which is noticed in the 3d para. of my report, and his assertion that the examination of the accounts had been entered on does not appear to be founded on fact.

Para. 4. Nursoo Punt states, "that his replies to the 4th, 5th, 6th, 7th and 8th paras of my report will be found in the 11th clause of the 11th para. of his defence." As I have not seen the paras. in question, I do not know what he has written therein. I appended to

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my report a statement of the expenditure, pointing out what appeared to me reasonable and unreasonable; and I further stated whatever had taken place, no matter under whose management. If from the commencement, through the aid of a person in authority, fraud has been committed in the accounts, it will be very difficult, after a lapse of seven and eight years, from an examination of the vouchers of the accounts, witnesses (Modies) Provedore's accounts, &c., to establish the fact, unless the whole of the detailed accounts are kept in a proper manner. The native agent ought to have tested the accounts, if not monthly at least annually: this he did not do. At the time I was making my inquiries into these accounts, the person who had the management during those years was not alive. I cannot understand why the native agent did not point out in what manner a minute examination was to be made. The object of his writing in this manner appears to be to hide his own fault, and cast the blame upon another person. It was agreed that Jugjeewun Kandass should pay a fixed amount of 5,412 rupees annually for the expenses of the paga, and the Government guarantee was secured to this agreement. Now, on what premises was this amount fixed, and how was it settled, that that sum would be sufficient for all the demands of the paga; for there are no papers in the office to lead to such an arrangement. At the time of my inquiry, the clearance account during the management of Khandass Wagjee, as well as that of Jugjeewun Khandass, appeared both to be irregular; yet the native agent at the time accepted them, and obtained the signature thereto of the then Resident; but from them it is utterly impossible to get at the truth. I thereupon took the amount fixed upon to be paid by Jugjewun Khandass for the paga, and compared its reasonableness with that of Ahmed Khan, jemedar of the village of Godra, whose paga establishment is on a par with the Pole's; and this example, which I have quoted in the 11th para. of my report, is a correct one. I am very much surprised that an experienced man, like Nursoo Punt, should term my statements "rough estimates, and vagaries of the mind."

Para. 5. Nursoo Punt remarks, in reference to the 9th para. of my report, "that I have therein stated that, under the head of Soukaree Khuruch," is an item of *Rs.* 324. 8., on account of (sirpao) presents, which is incorrect, because the sums have been lent on Government guarantee, and which I therefore, with an interested motive, disallow as an improper charge, and thereby leave it to be inferred that the whole of the parukh's claims are guaranteed by Government. In reply, I beg to state that in the 3d para. of my report, I pointed out the gross carelessness of the Parukh, and the loss accruing therefrom. By taking the purport of the 9th para. of my report into consideration, as well as the above paras. of this reply, it will be distinctly apparent that the meaning attached to my report by Nursoo Punt Tateea, that I was anxious to give an impression that the whole of the parukh's claims were guaranteed, is not only false but inconsistent.

Para. 6. Nursoo Punt states that there is nothing to remark on in the 10th para. of my report. Now, if the native agent had preserved a proper supervision of the arrangements made by the late Mr. Sutherland, it is clear that the Pole would not have had the power of expending either too little or too much. With reference to my 11th para., he remarks, "Of what advantage is it to quote as an example the paga of Ahmed Khan Gadeekhur, merely to raise doubts in the mind of Government? It is clear that the owner of the paga himself must necessarily either be a shrewd fellow, as if the management of it is entrusted to another, then that person must have the power to act as he pleases." In reply to this, I beg to state that the late Mr. Sutherland entered into arrangements to secure the proper looking after the affairs of the Pole. How often am I to be called upon to state this on every occasion? By the native agent's failing to carry out the arrangements thus commenced by Mr. Sutherland, the Pole's paga has been entirely ruined; and as no proper accounts were kept of it, it was necessary to make a comparison with another paga having an equal number of horses with that of the Pole's. I can see nothing in such a proper course calculated to raise doubts in the mind of Government. What is the use of his writing in an angry tone, which is done solely to conceal his own faults?

Para. 7. Nursoo Punt, in allusion to the 12th para. of my report, states that, "I have written in an indefinite manner, that the Pole, having complained regarding several of the items of expenditure during the time of Khandass Wagjee's management, and that Sir R. Arbuthnot decided justly regarding some of the items, and the others remained as they were, the particulars of which will be understood on a reference to my reply, No. 19, of my deposition." In reply to this, I beg to state, that I do not recollect having written in my 12th para. ambiguously, as above described by Nursoo. This is what I must have written. The Pole had preferred claims regarding certain items of expenditure appearing in the clearance accounts, which were decided in his favour by Sir R. Arbuthnot, and the parukh was directed to credit the amount of the items in dispute to the Pole's account. There were 195 kulsees of rice (in the husk), which, as the parukh could not dispose of, he had stored up; but as he could not produce a written voucher, to prove that he had informed either the Pole or the Resident of his having kept it in deposit, he was therefore, when the account of it was drawn up, directed to credit to the Pole the rent of the storehouse, and the interest of the rice which had remained unsold, amounting altogether to *Rs.* 415. 4. The parukh having failed to produce a written voucher to show that he had reported the circumstance, this neglect of his at the time of settlement was taken into consideration, and it was decided that he should make good this *Rs.* 415. 4. In the same manner, although Nurso Punt was perfectly aware that the lease for 5,700 rupees was not to be cancelled without the Resident's permission, and that such were the terms stated in the guarantee

guarantee endorsement thereon, and though the patells had reported the deficiency in the amount of the rents of the villages, yet he did not bring the same to the notice of the Resident, which led to the net produce only being collected for two or three years, thereby causing a great decrease in the amount of the rents. No notice was taken of the arrangements which had been adopted by Mr. Sutherland, and although there were documents to prove this neglect, yet no inquiry was instituted at that time into the matter. Owing to this, I may have, in the latter part of the 12th para. of my report, written ambiguously, that on an examination of the papers, &c. the Pole would appear to have suffered losses; but I don't recollect ever having stated in an indefinite manner, that Sir R. Arbuthnot had decided upon some of the items, and left others unsettled.

Para. 8. In the 8th clause Nursoo states, in reference to my 13th para. "that I have pointed out that in St. 1903 (A.D. 1847) a great deficiency is shown in the revenues, and that an inquiry cannot now be instituted into it;" to which he remarks that "in the 5th para. of his July summary, that he made a similar statement; and that the Commissioner should bear in mind that this person, not being one of the Residency establishment, could not discover or point out any discrepancies therein. Among the reasons given for the deficiency of the revenues in the St. 1903 (A.D. 1847) are that the inhabitants of the village of Kasseepoora are principally Scindees, and the poverty of the soil, &c.; but these reasons cannot apply to the St. 1903, &c." In reply to this I beg to state, that in the 13th para. of my report I have entered into full particulars, to show the reasons why a decrease of the revenues has taken place; on a perusal of which it will be clearly seen that what Nurso states is not true. My object in writing this was to show that the inquiry into the produce of villages of this description, managed on the (Bhagbuttavee) revenue-in-kind system, should have been made in the year in which the produce was collected. Nurso Punt, with the desire of throwing the blame from off his own shoulders, of not having reported to the Resident the circumstance of his having been duly informed of the matter by the patells, and of his not having instituted an inquiry into the case, writes in the above strain. The management of the villages for the year St. 1905 (A.D.1848) was conducted by a mehta deputed from the Residency; but this system was not permitted to be continued, for fear lest the produce of the succeeding year should be more, and the cause of the deficiency in former years thereby exposed; he therefore issued contradictory orders to the mehta, and did not allow the business to be properly carried on, which will be at once seen on referring to the reports furnished by mehta, and the replies sent thereto; that the tyranny of the Scindees, and the different species of frauds committed in selling and mortgaging portions of land, and that certain arrangements about the pasture lands, whereby the produce would be much increased, were all distinctly pointed out, will be at once apparent on examining the papers at present in the office, which will prove that what I stated in my report is perfectly true.

Para. 9. Nursoo Punt in his 9th clause writes, in allusion to my 14th para., that he has already furnished a statement regarding the village expenses in the para. 6, of his July summary. I would observe, in reference to this, that his mere remark, that the "village expenses had increased," furnishes no satisfactory explanation; because, if at the time the patells had reported the matter to him, he had brought it to the notice of the Resident, and caused due arrangements to be made regarding it, the Pole would not have been subjected to the losses of further additional expenditures.

Para 10. In the 10th clause, regarding my 15th and 17th paras., it is written, "that I have pointed out the insignificant item of some grass belonging to the Pole having been taken by Sumputram and Rupeekram, solely for the purpose of making it outwardly appear that I was not biassed towards the managers of the parukh. In reply to this I beg to state, that from an examination of the documents, papers, &c., submitted to me, and the inquiries instituted in the presence of Mr. Battye regarding this grass, when the depositions of the Pole and others were taken, I have derived my information, and put down in a succinct manner what appeared to me to be the facts of the case. Duplicity is not a feature in my character, nor do I understand it; but it appears that Nursoo judges the dispositions of others from the standard of his own; for when he was appointed to the office of native agent of the Baroda Residency, he, while at Bombay, entered into an arrangement with one Wamunrow Dhonday, the carcoon of the shastree at Bombay, that he would outwardly act in accordance with the wishes of his superiors, but that inwardly he would always befriend the shastree, and that he should not be considered in the light of an uninterested person; this and other matters having been canvassed, he came to Baroda. Wamunrow sent a letter detailing the particulars of the mutual arrangement which had been entered into to his master at Baroda, and he himself shortly afterwards arrived here. The native agent then, agreeably to the compact, the purport of which was contained in the letter, gave his support in the matter of "Sewaee Nemnook," &c., to the shastree, which will clearly appear from the papers in the office. From the day Wamunraow arrived at Baroda he was held in great favour by the Tateea, and it is well known that he acted as a sort of deputy in conducting the management of affairs between the two parties; and even now this is going on. Ball Krushna Gungadhur shastree, produced the letters which had been received from Bombay, and showed them indisputably to Mr. Andrews at the time his case was going on, and it is the popular rumour that that gentleman, taking into consideration his long period of good service, took no notice of it. It is not in my nature to be guilty of such duplicity. I have entered in my report whatever appeared from the purport of the documents then before me.

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Para. 11. In the 11th clause he writes, in allusion to 16th para., that I have stated, "that the item of *Rs.*50. 8., cart hire for grass, is an unjust entry; and also, that in my 18th para. there is an indefinite allusion to 1,750 bundles of grass; and it does not appear that he made any inquiries of the agent of the parukh concerning it." In reply I have to state, that I have distinctly written in my report that the grass, the expense of cutting which has been charged in the clearance accounts, appeared to have been received and used; therefore when there was no grass remaining, I cannot understand what necessity existed to inquire of the manager why the item of cart hire was charged on that account. With regard to the 1,750 bundles of grass, the depositions of the person who made the complaint, and that of Gorajee Row Pole, were taken in the presence of Mr. Battye; and the private account-book of the Pole was, after the taking of his deposition, sent for and produced, but in that no entry could be discovered to prove that money had been received from Dinkur Kessou, as he had deposed; on perceiving in the account-books of the paga expenditure for the years Sumvut 1902 and 1903 (A.D. 1846–47) that 1,750 bundles are stated as having been given to Dinkur Keshow, a karkoon in the Rewa Caunta office. Mr. Battye sent for that person to take his deposition, but he returned an excuse that he was ill, and had not come to office, and consequently he did not make his appearance to give his evidence in the matter. After such strict inquiries had been instituted, it does appear to me surprising that Nursoo Punt should write and say I have given utterance to indefinite assertions.

Para. 12. In the 12th clause Nursoo Punt states, in reference to my 19th para., that "by placing the management of the villages under one person, with full powers to act as he deems fit, a road will be open for improvement; but for such an event to come about while the villages continue to be managed by two parties will be very difficult." In reply, I have to state that these villages were granted to the Pole by his Highness the Guicowar, in lieu of nemnook* for the paga, and that Government cannot exercise any interference with or control over them; on the strength of the Government guarantee, and the support of the Resident, the Pole possesses the entire authority over the villages, whereas above allusion is made to the control of two parties being exercised. If, in accordance with the arrangements laid down by Mr. Sutherland, the management of the villages had been entrusted to a good clever man, and supervision had been exercised from the Residency, it is clear that there was nothing to prevent what I stated in my 19th para. coming about.

* Stipend.

Para. 13. Nursoo Punt in the 12th para. of his defence has written a paragraphic criticism on my report. and in the concluding portion of it finishes off with a cursory review of the whole. Now, it does appear to me very extraordinary that he, having evidently either the original or copy of my report before him, whose uprightness and talent are universally celebrated, should write whatever comes uppermost in his head and give utterance to groundless statements such as there. "I publicly told Russee Kram and Girdhur Parukh, in the kutchery, that it did not appear from the terms of the agreement that the Government were guarantee for the whole of the debt, as they seem to think; since then they have entertained an enmity against me, and endeavoured to prevent an investigation being made through me. Sumputram and Baba Fudkey, and two or three individuals residing in cantonments, but whose names it is needless for me to publish here, were all very great friends. The Colonel entrusted the investigation of this case to this Fudkey; he, to make it outwardly apparent that he had no collusion with the parukh, in the 3d para. of his report briefly details the folly of the parukh; and in the 15th and 17 paras. produces the insignificant item of the grass as a discrepancy; but the main object of his writing is to confirm all the claim of the parukh. It is clearly evident that he is anxious to free the parukh from all responsibility in having cancelled the lease; although he was well aware that in such cases the responsibility rested entirely with him, yet he has made no distinct statement of this fact in his report, but urges the false pretext that the lease was abandoned with my cognizance." In his 3d para. he blames the parukh for having omitted to state the amount of arrears due, and from what date recoverable; and in his 9th para. he infers that the whole of his claims are secured by "Government guarantee, with the exception of the solitary item of *Rs.*324. 8., on account of (sirpao) presents, which he disallows. Further, with respect to the sums given by the parukh in excess of the amount agreed on for the current expenses of the paga, viz., 5,412 rupees, for which the parukh was alone responsible, without distinctly pointing out such responsibility in his report, attributes the fault to me. On examining the parukh's accounts after the receipt of the instructions of the Bombay Government, two or three fraudulent items appeared in the debtor side, which had been entirely omitted to be noticed by the Fudkey in his report; while he merely states in an undefined manner that the debts appear to be irregular. If it be submitted to the inspection of a master's eye, it will become apparent that by his cursory allusion to the parukh's mistake and negligence, and by fixing the blame upon me, that his aim is to forward the ends of the former." These and other remarks are made, to which I beg to reply; that I have in the previous paras. of this rejoinder given such refutations as appeared to me correct and called for, and therefore it is needless for me to repeat them here again. Nursoo Punt writes, that a letter was received from Government regarding the accounts of the parukh. I drew up my report from the papers given to me at the time of the inquiry, and if I had received any more papers, or had been aware that there were any such, there would have been no difficulty for me to have examined them, and written more fully on the subject. The few papers which have now come under my inspection, and which I have previously adverted to, although they are all of a date prior to my commencing my inquiry; and although the Colonel had given strict orders that all the papers relating to the Pole should

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should be given to me, yet such was not done, which is a very extraordinary circumstance, and ought to be taken into consideration. Nursoo Punt seems to conjecture that the Colonel, at the suggestion of others, entrusted me with the business of examining into the Pole's affairs; if he has any authority for such suspicions, let him produce them before the Commissioner; all I know is, that the Colonel, seeing the revenues of the villages had much decreased, ordered me to institute inquiries into the matter. He (Nursoo) further advances, that I, Sumputram, and several other people residing in cantonments, are intimate friends, but to bring prominently forward the liberality of his nature, he refuses to give the names of these individuals, and writes thus ambiguously. As people naturally entertain an ordinary friendship for their species, I may also in a like manner have an acquaintance with some of them. I am neither a friend or foe of Sumputram or the parukh, but the Tattia probably supposes that the natural propensities of others are like his own.

In the present case he, before the Commissioner, gave the names of certain witnesses he required, and afterwards countermanded them, solely to lead the trying authority into the belief that he had no friendship with any of the Guicowar's people; such is not my habit. I have recorded in my report whatever appeared to me just and proper from an examination of the papers. From the above 13 paras. all doubts will be removed.

Dated 9 August 1851. (signed) *Veenaek Moreshwur Fudkey.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

LETTER from *Nursoopunt Luxmon* to *W. E. Frere,* Esq., Commissioner.

Sir,

Charge III.

FROM the proceedings in charges, Nos. I, II and III, it will be seen that though I am unacquainted with the English language, and as such, unable to account for any omissions or mistakes in the English records, such instances are adduced as strong proofs of my having withheld, or misinterpreted and misstated facts or documents; and these accusations are easily supported by the evidence of the Assistant Resident or the head writer. Under such circumstances (and especially as I am unassisted by the records) I have no means of defending myself by showing any direct counter evidence, and am therefore obliged to content myself with making bare assertions from a recollection of the history of the case, or adducing inferential arguments founded on probabilities and possibilities. But in one of these instances I believe that something better than mere circumstantial evidence is procurable; and as I have omitted to mention the fact in my defence, I now take the liberty (with your permission) to write to you on the subject.

Vide para. 13th of my defence of the 25th July 1851.

2. I allude to the Gorajee Pole case, in which Colonel Outram has accused me of having withheld from the late Mr. Andrews, as well as from himself, the guarantee appended by Sir R. K. Arbuthnot to the agreement passed by the Pole to his new parukh on the 14th January 1846. This accusation rests on Exhibit (F.), and the evidence of the head writer, Mr. Hykoop, and because Mr. Andrews, with reference to this agreement, observes, in paragraph 5 of his letter* of the 13th August 1846, that "no control was reserved to the Resident by the agreement sanctioned by Sir R. K. Arbuthnot;" this was hinted as affording an additional argument for believing that that gentlemen must have been kept ignorant of the nature of the guarantee.

* Received on the 9th instant, when Colonel Outram read his reply.

Vide para. 13th, clause 2 of my defence.

3. Exhibit (F.) is the translation of the agreement prepared by the Mr. Andrews himself, and as the original guarantee was in English as well as in Guzeratee, he omitted to translate that part of the paper, and, as is very naturally expected, the head clerk, to copy it from the English. This Mr. Hykoop probably forgot to do then; and as the original translation was placed on the English records as office copy, the omission did not come to light until June 1848. And it was only when the prosecutor's address in this case was read that I discovered that Mr. Hykoop had failed, even then, to supply the omission in the copy on his records. In order to relieve himself from this responsibility it is very natural that he, who is actuated by feelings of enmity towards me, should now give evidence in a manner tending to confirm the assumption that I had withheld the guarantee "shera" from my superiors.

4. But is it possible that Mr. Hykoop could have been ignorant of the guarantee appended in English by Sir R. K. Arbuthnot? Is it possible, that to the fair copy of Exhibit (F.), forwarded to Government, Mr. Hykoop could have omitted to

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append it? or is it possible that Mr. Andrews could have been so careless as to sign a paper to be sent to Government, of which the most important part had been omitted? No, I believe not, especially as I am confident that I never withheld the guarantee "shera" from any one.

5. Further, in my humble opinion, it is not only impossible to discover from Exhibit (F.) the nature and extent of the guarantee, but it is also utterly impossible for any authority to whom the paper may be submitted in its present state, to believe that the agreement has been guaranteed at all by the British Representative. Therefore, even supposing that in the first instance, by a mistake on the part of the English Department, a copy of Exhibit (F.) was submitted to Government by Mr. Andrews in its present state, I cannot for a moment conceive how his Lordship in Council would have passed over the omission in silence. Government would, in that case, I think, have at once called upon the Assistant Resident to show how Sir R. K. Arbuthnot had guaranteed the agreement, or what were its terms. Even supposing again that Government had not noticed the omission, is it possible that the Honourable the Court of Directors, to whom the case was submitted, should not have remarked it? In short, how could these superior authorities have passed a decision without first acquainting themselves with the terms of the guarantee; and as I am not aware of their having ever required any explanation on the point, the above considerations induce me firmly to believe, that to the fair copy of Exhibit (F.), as forwarded to Government, the English copy of the guarantee must have been appended, though Mr. Hykoop has omitted to do so in the office copy.

6. I therefore most humbly beg, that in writing your opinion in this case, you will request Government, on my behalf, to refer to the records of the Secretariate for the copy of (F.), submitted to them by Mr. Andrews, in order that they may be fully satisfied of my innocence.

I remain, &c.
Baroda, 18 August 1851. (signed) ———

List of Documents and Witnesses in support of the Third Charge.

Documents:

Report, dated 7th September 1848 (No. 215.)

Enclosures:

(B.) Examination of Nursoo Punt.
(C.) Nursoo Punt's Reports, No. 1, 2 and 3.
(D.) Translation of the seven years' lease.
(E.) Extracts from Moreshwer Fudkey's Report.
(F.) Deposition of Govind Nurrotum, Patel of Kasseepora, taken on the 23d and 24th August 1848.

Witnesses:

Jugjeewan Kandass, Sett, Ahmedabad.
Veekeel Chotum Lall of Baroda.
Mehta Morarjee Kasseeram.
Patell Govind Nurrotum of Kasseepoora.
Patell Ragoonath Meethabhaee of ditto.
Patell Mooljee Muckundass of ditto.
Dessaee Wullub of ditto.
Tullatee Dhunjee of ditto,
Patell Jeebhoy Ramdass of Jamboowarra.
Patell Gooman Withal of Jambewarra.
Patell Oomeid Anoop of ditto.
Patell Jethabhaee Bhaeedass of Jeroode.
Patell Ameer Wuckta of Amodra.
Patell Bhowanee Kussla of ditto.
Jeevchund Mooljee of ditto.
Nurrotum Bhaeejee of Baroda.
Venaick Moreshwer Fudkey of ditto.

(signed) *J. Outram,*
Resident.

Additional Witnesses:

Lieutenant Battye.
Mr. Hykoop.
Naraynrow Chimnajee.
Captain French.

Added on the 21st June 1851, subject to the Commissioner's discretion, before the close of the case.

W. E. F.

THIRD CHARGE.

INDEX TO DEPOSITIONS.

WITNESSES' NAMES.	PAGE.	WITNESSES' NAMES.	PAGE.
Rugonath Metha -	1394. 1395	Jugjeevun Khandass -	1396
Dessaee Wullubh -	1394. 1395. 1397, 1398	Venaik Moreshwur - -	1397
Govind Nurotum -	1394	Ishwur Mooljee - -	1397
Jeebhae Ramdass -	1394	Narayen Chimnajee - -	1398
Oomed Anoop - -	1395	Lieutenant Montague Battye	1399. 1400
Ameer Wuckta - -	1395	Babajee Hybutrow - -	1399
Rupeekram Dulputram	1395	Mr. Arnold Hykoop - -	1400

(signed) *W. E. Frere,*
Special Commissioner.

Baroda, 21 October 1851.

PROCEEDINGS.

Tuesday, 15 July 1851.

THE accused having yesterday applied for an adjournment in consequence of its being the Hurk Sankrant, and the prosecutor not objecting to it, the Commissioner did not continue the inquiry pursuant to adjournment until this morning.

The prosecutor and accused being in attendance, and none of the witnesses or returns in the former cases being forthcoming, the prosecutor brings forward the third item of charge.

The prosecutor addresses the Commissioner in explanation of this article of charge, and proceeds to record the documentary evidence.

The Resident's letter to Government, No. 215, dated 7th September 1848, with enclosures, (A).

Accounts furnished by Jugjeewun Khandas (B).

Nursoo Punt's reports on the case (C.) 1, (C.) 2, and (C.) 3.

Nursoo Punt's examination of 26th August and 6th and 9th September 1848 (D.) 1, (D.) 2, (D.) 3.

Lease to the Patels of Kasseepoor countersigned by Mr. Ogilvie (E).

Agreement between Goorajee Pole and Jugjeevun Khandas, with indorsement, dated 14th January 1846, by Sir Robert Arbuthnot (F).

Report made by Moreshwur Fudkey upon the accounts of the village (G).

The above exhibits being filed, further proceedings are adjourned until to-morrow, to enable the Commissioner and accused to read all the papers.

(signed) *W. E. Frere.*

Wednesday, 16 July 1851.

THE inquiry is resumed, pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance.

Rugonath Meeta is called in, and the Affirmation administered to him, and he is examined by the Prosecutor. Rugomath Meeta.

I took the farm of Kasseepoora Jamboowaree and Amodhur in Sumbut 1901 for seven years, for 5,700 rupees. Dessaee Wullabh was with me; the farm was continued for one year. I did not give it up. Russeekram's man came and said that the Resident's order had been received, and that we were to remove our men, and he would place his there. Russeekram's man came the year after I had taken the farm; I informed the Resident, and he said that Gorajee Pole and Russeekram would carry on the business together; they did this for two years, and then Colonel Outram came and informed us that an order had been received from Bombay, and that we should be held answerable for the lease; I then went and made the collection, but recovered some 200 or 400 rupees too

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little, but then I populated the village and persuaded the villagers; they then told me to make the village over to the Guicowar authorities, and that being done, I remained at home. It was to Tatia Sahib that I mentioned what Russeekram had done. I did not see the Resident; I told Tatia Sahib that I had still two years to run, as I had made good arrangements for the cultivation, and that I would give security, but he said that he had made the village over to the Guicowar, and that the Pole would get his money from there, and that I must remain quiet. An order came to make over the village, so I did it, but it was not with my goodwill. My paruk, perhaps, has a memorandum of the revenue for 1901, it was the first year, and the village was not settled, the revenue might have been 4,000 or 4,250 rupees. The sowcar said that this was only the first year, and that when the village was populated the revenue would be more, 6,000 rupees or so; so I was not willing to give up the lease. The next year 4,200 rupees was the produce of my village, Kussepoora. I do not know what the produce of the other two villages was; I cannot tell what the average revenue has been since; the tullatee can.

Cross-examined by the Accused.

An order for attachment came, and for us to remove from the village, so why should I say anything about the lease not being fulfilled; I did not in 1902, when I came in, say that Russeekram did not act up to the lease, but made the collections without arrangement. When Mr. Battye told me that the order had come from Bombay to hold me to my lease, I did not object in consequence of having been dispossessed of it.

[The witness, admitting the above, withdraws.

Dessaee Wullubdass is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Dessaee Wullubdass.

I took the lease of Jumboowanee, Kasseepoor and Amodhur in 1901 for 5,700 rupees; I and Rugonath Meetha took it for seven years; we held it only one year. Ishwun Mooljee's man came and said that an order had been received, and that we were to remove; and then Russeekram came and removed our people, and took possession for two years. I came here to complain, and complained to Tatia Sahib; he said we might go, that the village was attached, and they would manage it. I never petitioned or spoke to the Resident; I have not got the notice that was brought. 2,000 rupees less than the amount of our farm was the produce the first year. How could I be content to give up the lease? An order came, and could I say no? I do not know what the revenue for 1902 was. Dunjee Tullatee died two months ago; there is no one carrying on his duties; he has left no relations; but all his papers are under attachment.

[The accused has no questions to put, and the witness, admitting the above, withdraws.

Govind Narrotum is called, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Govind Narrotum.

Rugonath and Dessaee had the farm of my village in 1901; they would not admit me to the threshing-floor, so I do not know what the amount of the village was that year. There was no difficulty in making the collections in that year. Russeekram had possession in 1902, and in that year 4,200 or 4,250 rupees was the produce; in 1903 2,300 rupees net revenue was produced; they had the farm of two other villages; there was no tullatee in Jumbowaree, and the tullatee of Amodhur died two years ago. There was heavy rain, and the cotton was spoiled; and the parek did not change the havildar as he should have done, so the village was injured in 1903.

[The accused having no questions to put, and the witness admitting the above, withdraws.

Jeebhaee Ramdass is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Jeebhaee Ramdass.

I do not know the amount of my village, but the collections sometimes amount to 500, 700, or 800 rupees, sometimes 1,000 or 1,200; I do not know what it was in 1901; though I am patell I only labour, and the mehta manages

manages the village. There is no tullatee in my village; the mehta writes the accounts, but I do not know who he was; my village is 12 gow (18 miles) from Kasseepoora and seven gow (10½ miles) from Amodra.

[The accussed having no questions to put; and the witness admitting the above withdraws.

Oomed Anoop is called; the Affirmation administered to him, and he is examined by the Prosecutor.

Oomed Anoop.

I am patell of Jamboowaree, and do the duty of patell. My father and uncle were patells in 1901, and I have been patell since last year. My father and uncle are dead. There is no tullatee in the village; and whoever the authorities sent as mehta did the work.

[The accused has no questions to put, and witness admitting the above, withdraws.

Ameer Wuckta is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Ameer Wuckta.

I am patell of Ahmodra; I have been so for 10 or 15 years. I gave about 1,800 rupees to the farmers in 1901 as the produce of the village. Russeekram, in 1902, let the village to me for 1,600 rupees; I do not recollect the collections in 1903; I was ill in that year, so cannot tell; there was a deficient harvest in that year, but I am not quite certain.

Cross-examined by the accused.

Rungoba was mehta when I gave 1,800 rupees for the village. I do not recollect in what year he was mehta; I do not know where I paid the money. I do not know what the revenue was in the year. Ishwur Mooljee had the village.

[The witness, admitting the above, withdraws.

Rugoonath Mehta is recalled, and examined by the Commissioner.

Rugoonath Mehta.

Ishwan Mooljee was our security for the farm when we took it; he was our security for one year. Security was to be given next year in Kartey, but the attachment came then; the attachment came before we had to give security, but we made no question about it. Nursoopunt never asked me why we gave up the village, or about it.

[The witness admitting the above, withdraws.

Dessaee Wullubh is recalled, and examined by the Commissioner.

Dessaee Wullubh.

Ishwun Mooljee was our security for the farm. He was security for one year, 1901; the attachment was levied in 1902. I did not refuse to give security in 1902. I did not give security in 1902, as the village was attached, and who would give security. I did not refuse to Nursoo Punt to give security, nor did he ask me about it.

[The witness, admitting the above, withdraws.

The prosecutor stating that the other patells are all called to the same points as those who have been examined, and that he does not require their evidence, they are dispensed with.

The prosecutor calls in the Witness *Russekram Dulputram*, but his name not appearing in the list of witnesses, it is explained that he and *Chotumlall* are the same; and the accused not requiring an adjournment, an Affirmation is administered to him, and he is examined by the Prosecutor.

Russeekram Dulputram.

I took the management of Kesseepoora and two other villages into my hands in 1902, and continued it for 1903 and 1904. The villages were farmed in 1901; they were farmed for seven years. It was not I who broke the lease. The Pole, Gorajee Pole told me to send a mehta to the village; and so I sent a mehta, havildar, and Gorajee Pole's carcoon to the village; and the sowcar, Ishwun Mooljee, who was security for the revenue, had placed a man at the

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thrashing-floor, and would not let us come in; and the mehta reported this to the Pole, who sent a memorandum to the Resident, and upon that a memorandum was sent to the Durbar, the obstruction removed, and then my carcoon had the management of the village. The Pole is my lord, and I am his banker. I carried on all his work for 1902, 1903 and 1904. The farm had been given, 1900, by Mr. Ogilvy, and after one year I took the management. It was on Poushsood 14th, 1902 that I got possession (11 January 1846). I sent the people to the village at Goorajee's desire; he knows about it; he said the people could not give security, and that half the season was gone, so we must send people. It was in Mag (February and March) 1902 we sent the people there. It was a month after we had got the settlement. I did not continue the farm for seven years, as it was agreed; Gorajee told me they could not manage it, so we sent mehtas there. I did not mention this to the Resident, but Gorajee did in the memorandum he sent. Ishwun Mooljee was not willing to give up the village, because he had balances due to him; and the patells, Dessaee and Rugonath, said they could not find security, so I reported it. All that I had to do was to be done with and through Gorajee, so that I had not to report to the Resident. It was Gorajee's duty to refer to the Resident for security; I had nothing to do with it. It was by Gorajee's orders that mosuls were placed on the village; they were foot mohasuls. Goorajee can send horse or foot mohasuls without the Resident's orders; he does so always. The patells from the first repudiated the lease, so that Gorajee was obliged to take the management generally.

By the Commissioner.

Goorajee Pole is well up to business; he does not write clearly; he writes large and small. He can read Maratha well, when a carkoon is by him. He does not understand accounts. I did not go to the village in Kartey; I only took the business in Poosh. I did not see the lease for seven years, nor was it given to me when I made my agreement. It is not the part of a wise man to take the village without looking at the former lease; but I did as Goorajee Pole desired me.

[The witness, admitting the above, withdraws.

Jugabhae, otherwise *Jugjeewun Khandass*, is called in; and the Affirmation having been administered to him, he is examined by the Prosecutor.

Jugjeewun Khandass.

I know nothing of the business about Goorajee Pole in 1892; I went to Ahmedabad, and have now returned to Baroda. I did not meet Nursoopunt at Ahmedabad and converse with him on the subject. I once met him in the cutcherry and saluted him, and opened this subject three or four months ago, but except that I know nothing. I asked him if he could show me any way out of this, and he said that the order had come from England, and there was no help for it. I asked him about it because he had been employed here. Russeekram would write to me about any important business. Dewchund would write to me about it. I do not recollect whether any one wrote to me about Gorajee Pole's business. Nobody wrote to me about the agreement with Gorajee Pole in 1902; in that year Geerdhur Parak was my agent, and he had full power; he had been 30 or 35 years in my service.

[The accused has no questions to put, and the witness, admitting the above, withdraws.

The Commissioner is of opinion that the evidence of the security, Ishwur Mooljee, is requisite, and the accused not requiring an adjournment for three days, Colonel Outram is requested to have him in attendance to-morrow.

The prosecutor stating that he does not require to examine any more of the witnesses whose names he has entered in the first list, except Venaik Moreshwur, who cannot attend to-day, and the accused not wishing to cross-examine them, they are allowed to depart.

A report from Gorajee Pole, presented by the prosecutor, is recorded (H.)

Copy of memorandum sent thereon to the Durbar, is recorded (I.)

The Durbar's answer and enclosures is recorded (J.), and the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Thursday, 17 July 1851.

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THE inquiry is resumed pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance, and the Commissioner continues to record the evidence for the prosecution.

Venaik Moreshwur is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Venaik Moreshwur.

I examined the accounts of Kusseepoora, Jumboowarree, and Ahmodhur, for the years 1902 and 1903, and the rough accounts for 1904. I did not see the accounts for 1901; the village was formed that year. I do not recollect the revenue for 1902, 1903, and 1904, but it was much less than the farm. I made a report to the Resident about it. The paper now shown me (G.) is the report I made. The report is made upon the accounts they chose to produce in the office here, and what Jugjewun Parek gave; but they were not kept in proper form or order. The inquiry was not made for three years; so that I could not discover what the revenue properly was, but I was led to think that some had been concealed. The farm was for seven years; it only held for one year. It appears that some representation was made at the Residency, and the lease was broken. It was the patells made the representation; I saw the lease when I was inquiring into the matter.

By the *Commissioner.*] The deposition of the 2d December 1847, referred to in the second para. of my Report (G.) was not taken before me; it was in the cutcherry, but there is no European officer's signature upon it. It was from that deposition that I became acquainted of the patell's having referred to the Residency; I did not know it before. The document now shown me is the deposition of the 2d December, to which I referred.

[The witness, admitting the above, withdraws.

The above document is recorded (K.)

Ishwur Mooljee is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Ishwur Mooljee.

I gave security for Rugunath and Dessaee, of Kusseepoora, who took the farm of Kusseepoor, and two other villages, for one year. I became security at the desire of the Pole. The lease was for five years. I had possession and management of the village; and Russeekram, having got up a plot against me, brought an attachment against the village in Kartey 1902; at that time, the crops were some on the thrashing-floor, and some cotton, &c. in the jungle; my security began in Magshur, and without asking me they got up this conspiracy. There was no reason why I should not have stood security for another year, if they had not got up this conspiracy. I had 2,000 rupees then due to me. The patells asked me in Kartey to be security again, and I told them if they would settle my accounts, I would be security. I made a complaint to the Resident, a month or two after they had placed the attachment. I gave two or three memoranda, but received no answer; the three papers dated 5th and 29th September, and 20th December, now shown me, are the same; two of them are in 1904 and one in 1905. Russeekram had persuaded me, and promised me, so I did not give any memorandum before that. The year I took the farm I lost 2,000 rupees; some little remained uncultivated. If the villages were fully inhabited, I should say 7,000 rupees would be the produce of them; but they were not inhabited when I had them, so I cannot say for certain; if there had been no obstruction offered, 5,700 rupees per annum would be produced on a lease for seven years.

[The witness, admitting the above, withdraws.

Rugonath Mehta is again called in, and the Affirmation administered to him, and he is examined by the Commissioner.

Rugonath Mehta.

There is my signature on the paper now shown me (K.); I cannot read, and cannot tell what the paper is; I do not know what the paper is, though I have heard it read over. I was desired to sign it, and did so, perhaps. Gorajee Pole desired

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desired me to sign it; I might have signed it in the office, but I am not sure; the circumstances therein written are false; I know nothing about them.

[The witness, admitting the above, withdraws.

Dessaee Wullubh is recalled, and the affirmation having been administered to him, he is examined by the Commissioner.

Dessaee Wullubh.

The signature on (K.) is in my handwriting; I never gave any deposition; I do not know where I signed this paper; I was not questioned on the subject, and know nothing about it.

[The witness, admitting the above, withdraws.

Narrayen Row Chimnajee is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Narrayen Rao Chimnajee.

(K.) is in my handwriting; it is the deposition of Rugonath Mehta and Dessaee Wullubh. I took their depositions at Nursoo Punt's desire; I have also taken other depositions in the same manner, but I do not recollect in what case. I do not recollect how many depositions I took in the Gorajee Pole case; I took the depositions of the patells of Kusseepoor and other places, but whether before or after this I do not know; there is a space left at the heading, and nobody's attestation, so that it appears to have been left without mention of the authority before whom it was taken. I wrote names of the deponents at the end of the first part of the statement, but they have put their own marks; but I cannot recollect how they came to sign the latter and not the former; probably they told me in the first instance to write their names for them, which I did as usual. I did not recollect why, when I found they could write their names at the end, I did not require them to sign the former deposition. I do not know why this statement was not brought before the Resident. Three papers now shown me are in my handwriting; they are the depositions of the patells of the three villages, and the tullaties of two of them; two of them were taken, one in October and the other in November, and the third was taken on the 13th December, the same date as the last deposition in (K.) was taken. These three papers were not produced before any European officer. I had the examination of the accounts for 1903, but whether these depositions were taken then or not, I cannot tell; the inquiry had not been finished, but was then going on; Juveereelall was assisting at the account; I cannot recollect the name of the man who wrote the other paper; he was employed in Waliva before Juveereelal; there was a great deal to do, and few carcoons, so Nursoopunt employed any who came to the office.

The Commissioner having finished the examination of this witness on the point to which he called him, the prosecutor having his name down as a witness proceeds to examine him.

(F.) is a paper connected with Goorajee Pole's business; it was tied up in the bundle in which the accounts and all the papers of Goorajee Pole's business were; I do not recollect when I got it out; it was taken out often, whenever it was required, but I cannot now recollect when; I do not recollect whether it was taken out before or after Colonel Outram went to Egypt; it was taken out often, but when I cannot remember; I do not recollect whether I took this to Mr. Hykoop, to translate in September last, but I recollect his asking me where the original was, and I told him with the Parek; I do not recollect Mr. Hykoop asking me why this paper was not produced before. I recollect his asking me that question in Govindrow's case, but not in this.

Cross-examined by the Accused.

I do not recollect whether I read it to Mr. Andrews for translation; I used to go to Mr. Andrews, to read papers for translation.

By the *Commissioner.*] I do not recollect whether it was usual in Mr. Andrews's time, to put the date of translation on originals; Mr. Battye has introduced that plan; Mr. Battye came here in 1849; Mr. Andrews was here in 1846.

[The witness, admitting the above, withdraws.

The

The books required from the village not having yet arrived, and Mr. Battye and Hykoop being unwell, further inquiry is adjourned until to-morrow. Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(signed) *W. E. Frere.*

Friday, 18 July 1851.

THE inquiry is resumed this day, pursuant to adjournment.
The prosecutor and accused are in attendance.
The Commissioner continues to record the evidence for the prosecution.

Lieutenant *Montague Battye* is called in, and having been sworn, is examined Prosecutor.

I never visited the villages of Kusseepoora, Jumboorwara, and Amodhur. I am certain the Acting Resident never visited them. I am aware that in 1848 Colonel Outram recommended that the Resident or Assistant should visit them, and I recollect Captain French, alluding to that part of Colonel Outram's letter which suggested that they should be visited, but he did not consider that any good would accrue from such visits. I think that Captain French and I had conversations as to the advisability of making the villages over to the Durbar, and we were agreed that it would be better to let the Durbar have the villages at the full rate, rather than have them under the Pole, who was imbecile. I am not aware whether Captain French consulted Nursoo Punt on the subject; I think that he must have consulted him, as he did on all matters connected with the office. Lieutenant M. Battye.

By the *Commissioner.*] I know Goorajee Pole; he frequently comes to the office, and it is proverbial for some years past that he is unable to look after his own interests. I should say it was from a deficiency of intellect, not from carelessness. I do not know that I can mention any particular instance of imbecility that has come to my notice; but his general conduct is such that all people impose upon him, and his carcoons never do what he desires them without coming to ask me whether it should be done. I arrived here in October, 1847. The Pole carcoons never asked me anything about relinquishing the lease of the three villages.

[The witness, admitting the above, withdraws.

The prosecutor gives in a paper, purporting to be a statement made on the 30th June 1849, by Russeek Ram Jugjeewund Khandas, agent, the existence of which he did not know of before this morning, and as it materially supports his charge of collusion; in this case he requests it might be received, and the carcoon who wrote it examined on the subject; the Commissioner being of opinion that the document should be received files it (L.), and the accused not requiring an adjournment for three days previous to examining the witness.

Babajee Hybutrow is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

(L.) is in my handwriting; it is the deposition of Jugjeewun Khandas Gomashta. I took it at Nursoo Punt's desire. I do not clearly recollect, but either Nursoo Punt himself put the questions, or else Narayen Row Chimnajee was there and did so. I wrote down the question and took the answer down. I did not copy a deposition. Babajee Hybutrow.

Cross-examined by the Accused.

I went sometimes to Mr. Battye when the Pole business was under investigation, and transacted the business for him. I do not well recollect whether Russeek Ram's deposition was ever taken before Nursoo Punt, except in Mr. Battye's presence. I am quite certain that this statement was taken at your desire, but whether in the office or in Mr. Battye's presence, I am not quite sure.

By the *Commissioner.*] It is customary when a statement is made before any officer, to enter on the heading that it was taken in such a person's presence; either Nursoo Punt or Narayen Row must have told me to write this heading without

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without it, and that must have been why I did it. I was under their orders, and wrote what they told me. Mr. Battye's name is not mentioned, and from that it appears that the statement was not before him. Depositions will be found without Mr. Battye's name in the heading, but which have his attestation to them.

[The witness, admitting the above, withdraws.

Mr. *Arnold Hykoop* is called in, sworn, and examined by the Prosecutor.

Mr. A. Hykoop.

I was employed here when Mr. Andrews was Acting Resident; he used sometimes to translate papers himself. I do not know whether he was in the habit of endorsing on the native papers in English the date on which he translated them. I am not conversant with Guzerattee, and cannot tell whether (F.), now shown me, is likely to be the paper of which a translation in Mr. Andrews's handwriting is also shown me. I cannot account for the endorsement on the Goozerattee not being on the English translation; Mr. Andrew's would either have copied the endorsement if he had translated the paper, or would have told me to have done so; he would have told me either by a memorandum or personally. I think last September was the first time I saw (F.)

Cross-examined by the Accused.

I do not know whether Colonel Outram mentioned this in his report of 1848. I think he must have seen the original endorsement. I do not recollect having said, when translating your report, that I would look at the English endorsement and copy that.

Re-examined by the Prosecutor.

I only suppose that the Colonel saw the original endorsement when he made his report in 1848, because the inquiry was then going on. I am aware that Colonel Outram sent for the original when he made his report in September last.

By the *Commissioner*.] In September last Colonel Outram made some inquiry about not having seen the endorsement before. I did not clearly understand what the Colonel meant by not having seen the paper before, whether before September last or before 1848. I believe Colonel Outram questioned me more than once on the subject.

[The witness, admitting the above, withdraws.

Lieutenant *Montague Battye* is recalled, and re-examined by the Commissioner.

Lieutenant M. Battye.

The deposition of Russeekram (L.), could not have been taken in my presence, or it would have borne my signature. I invariably attach my signature to all depositions that are taken before me. I am not aware that Nursoo Punt ever carried on any inquiries, or took any depositions in the case of Goorajee Pole at that time, except with the Resident's or Assistant's orders. Colonel Outram desired me in September last to compare (F.) with the original. I recollect his expressing his surprise at the seven years' lease having been annulled, but I do not recollect his expressing any surprise with regard to the endorsement. I could not tell at this length of time, even after hearing it, whether (L.) had been read over to me or not, but if it had been taken before me it would have my signature.

[The witness, admitting the above, withdraws.

The prosecutor requests to be allowed to file the accounts he received from the Durbar for 1904 and 1905, to show that, in those years, the produce of the villages had not fallen off, and that there was no reason on that account to cancel the lease, and the Commissioner determining to receive it; it is recorded (M.)

The accounts ordered from the village not having been received, further inquiry is adjoured.

(signed) *W. E. Frere.*

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Saturday, 19 July 1851.

THE accounts having been received from the village, the inquiry is resumed this day.

The prosecutor and accused are in attendance.

The accounts for Kusseepoora only are forthcoming, but these appear complete from 1901 to 1906 inclusive. and are recorded (N.) 1, to (N.) 6, inclusive.

There is a lease also found among the same papers passed by Gooragjee Pole, letting the village of Kusseepoora to the patells from 1904 to 1908, at 3,501 rupees per annum, which is read and recorded (O.)

The accounts of the three villages for 1904, and extra revenue, as received from the village in the office are recorded (P.)

A talibund of the villages for 1905, while the villages were administered by the Residency establishment, is recorded (Q.), and the prosecutor having no further documents to produce, the prosecution is closed, and the accused requesting to be allowed until Friday to prepare his defence, further proceedings are adjourned until that day, unless answers in case, No. 1, should be received from Bombay, or the witnesses in the fourth or fifth charge should be forthcoming.

(signed) *W. E. Frere.*

Friday, 25 July 1851.

THE inquiry is continued pursuant to adjournment.

The prosecutor and accused are in attendance.

The accused gives in his answer, which is read, and recorded (R.)

The accused also requests that the answer from Government to Colonel Outram's letter may be called for and recorded, and the prosecutor producing it, No. 204, of the 12th January 1849, it is recorded (S.), and the accused having no further evidence to produce, the defence is closed.

The prosecutor requesting to be allowed until Saturday the 2d proximo to prepare his reply, and the accused making no objection, further proceedings in this case are adjourned until that date.

(signed) *W. E. Frere.*

Saturday, 8 August 1851.

FOR the same reason as stated in the proceedings yesterday on the first charge, further hearing of this case was not resumed on the 2d instant, but adjourned to this day, and

The prosecutor and accused being in attendance,

The prosecutor addresses the Commissioner in reply to the defence.

The prosecutor then offers the following Exhibits in support of the allegations in his reply, and to rebut the accused's defence:

Extract from Government orders, appointing Mr Ogilvy Acting Second Assistant Resident at Baroda, to show that Mr. Ogilvy had been nearly as many years as Nursoopunt had been months in office, at the date when his defence implies that he called Mr. Ogilvy's attention to the unsatisfactory nature of the accounts.

Mr. Ogilvy's elaborate report on the Pole's affairs, dated 12 December 1844, to show that he was familiar with their minutest details.

A list of Mr. Ogilvy's correspondence with the Durbar, as Acting Resident, and what passed through his hands as Assistant Resident, on the subject of Gorajee Pole's affairs, to show that this familiarity had been obtained prior to Nursoopunt's arrival, and by the researches and study of that gentleman himself; to invalidate the indirect argument urged by the accused in his favour, that it was to him, Mr. Ogilvy was indebted for his correct views on the Gorajee Pole case.

Extracts from Nursoopunt's defence on the fourth charge, adduced to show that in important cases Mr. Ogilvy did not apply to him as he had been but newly appointed, and that Sir R. Arbuthnot always looked into the cases himself.

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As the argument in the defence, which these are offered to invalidate, does not either directly or indirectly rebut the charge of not bringing to the notice of his superiors the rapid diminution of the revenues of the Pole's villages, or that the lease had been avoided, the Commissioner does not think it necessary to record these documents.

Memorandum from Gorajee Pole to the Resident, dated 6 February 1844, to prove that the plan of farming the villages, the credit of which Nursoopunt takes to himself of having suggested to Mr. Ogilvy, was proposed by Gorajee himself about three months before Nursoopunt took charge of the office of native agent

Memorandum from the Resident to Gorajee Pole, dated 25 March 1844, to show that Mr. Ogilvy had been made aware of the financial condition of the Pole's villages by the Pole himself, upwards of two months before Nursoopunt arrived at Baroda; and that Mr. Ogilvy was not indebted to Nursoopunt for the statement of the revenues from Sumvut 1896 to 1899, as stated in his defence.

For the same reason as assigned for not recording the former documents offered by the prosecutor, the Commissioner does not record these; though had the accused not, in his defence, argued that all that was done favourable to the Pole was at his suggestion, which assertions these documents cannot rebut, the Commissioner would have thought it right in justice to him to have recorded them.

Depositions of the Patells of Jamboowarra, dated 22d October 1849.

Ditto of the Patells of Ahmodra, dated 23d November 1849.

Ditto of the Patells of Kasseepoora, dated 15 December 1849; to prove that Nursoopunt had designed to persuade the Resident to agree to a new arrangement, and into belief that the lease had been cancelled, by making it appear that it had been cancelled or become a dead letter during Sir R. Arbuthnot's incumbency.

As the document (K.) already recorded is to this point, and Narrayenrow Chimnajee, in his deposition of the 17th ultimo, refers to other depositions taken in the same manner, the Commissioner does not think it necessary to take further evidence to this point, and therefore does not record these papers.

Letter from Mr. Secretary Willoughby to Sir R. Arbuthnot, dated 26 April 1846, adduced to show that it was not by Nursoo Punt, as he asserts, but by Mr. Willoughby, that Mr. Andrews's attention was drawn to the accounts.

As this letter is referred to by Mr. Andrews, in his letter of the 13th August 1846, to which both the prosecutor and accused have often referred, and the Commissioner is of opinion that the letter, together with the answer to it, should be recorded; he determines to record this also, and they are accordingly, (T.), (U.), and (V.)

A memorandum drawn up by Venaik Moreshwur Furkey, in reply to the strictures passed upon his report (G.) by Nursoo Punt in his defence.

The Commissioner being of opinion that the gravamen of the first instance of the charge lies upon the rapid diminution of the revenue, and that the report (G.) is much to this point, and any controversion of it should be canvassed, considers that either Baba Furkey should be recalled as a witness, or his report filed, and as the accused prefers that the report should be filed, it is done accordingly (W.)

The prosecutor also proffers the following witnesses, Kaledars Trimbuck, to be examined, to prove that he was an *employé* in the Residency in January 1846, and wrote the new para. upon (F.), in order to disprove the assertions made by Nursoo Punt in (C. 1) para. 5, and elsewhere, that Sir R. Abuthnot, without paying the slightest attention to what sort of agreement had been entered into between the Pole and Paruk, merely wrote an indorsement upon the bond given by the Pole to the Paruk.

The accused stating that the above refers to private agreements between the parties, which Sir R. Arbuthnot did not look at, and not to the agreement (F.), and as those agreements are not before the Commissioner, he does not think this evidence requisite.

Lieutenant Battye, to prove that Colonel Outram did, in public office, inform Nursoo Punt of what he was about to report to Government against him in the Gorajee Pole case; and of his, Nursoo Punt's, demeanour at the time.

As the Commissioner is of opinion that the guilt or innocence of the accused, as now under trial, is not affected by the fact of whether the Resident informed him

him in the most public manner of his suspicion, or in the most secret manner possible reported his suspicion to Government, the witness need not be called in.

The documents (H.) and (J.) having been recorded after the witnesses were examined, no evidence was taken as to the handwriting of the endorsements upon them; but the accused admitting that (H.) is in Nareyenrow's, and (J.) in his own handwriting, evidence is not required, and the inquiry into this charge is therefore closed; and at the prosecutor's request, Tuesday next, the 11th inst., appointed for hearing his reply in the fourth case.

(signed) *W. E. Frere.*

FINDING.—*Third Charge.*

THE third charge against Nursoopunt is betrayal of trust in the case of Gorajee Pole, and contains two instances of misconduct; First, "Conniving at embezzlement, by not bringing to the notice of his superiors the cause of the rapid diminution of the revenues of the estate belonging to Gorajee Pole, which had been confided by the Resident to the management of another party, the said rapid diminution being the result of, and clearly indicating embezzlement on the part of the individual to whose management the estate had been confided."

The second instance is, having "allowed a certain lease, dated the 14th September 1844, by which the patells bound themselves to make good the revenues of the three villages to the amount of 5,701 rupees per annum, for seven years, giving banker's security for the same, to be abandoned or cancelled without bringing the circumstance to the notice of the Resident, though well aware that by maintaining the leases on the original terms the revenues of Gorajee Pole would have been preserved intact."

The evidence in this case, as well as the instances of the charge, are so involved, that the best way to arrive at a clear understanding of the points for trial will be to place all the evidence in chronological order, and not attempt to consider it in the order in which it has been recorded.

Government have already, as shown in Mr. Chief Secretary Willoughby's letter to the Resident, No. 1569, dated 22d April 1846 (T.), made themselves so well acquainted, from the records of the secretariate, with the history of the Pole family, and the nemnook they enjoy, that any historical introduction of the subject in this place is unnecessary. We will therefore commence with the 14th September 1844, three months before the date of Mr. Ogilvy's letter, to which Mr. Willoughby's communication (T.) was a reply. On that day Mr. Ogilvy sanctioned the lease of the Pole's villages to Rugonath Metha and Dessae Wullubh, patells of Kasseepoora, for seven years, at 5,701 rupees per annum (E.), to be paid in three instalments, one of 1,901, and two of 1,900 rupees each, on the 2d of Poush, Falgoon, and Jeyst Sood respectively (say in January, March, and June); the lessees also covenant to furnish, through the Resident, in the month of Ashvin, (September, October) in each year, banker's security for the rent, and in failure, the Pole might, through the Resident, name a manager, and send him to attach the village and collect the rent, they being answerable for all loss; they also covenant to maintain all hucks to manage the village, according to former practice; not to oppress or exact from any one; to show, when required, the accounts for any year; and at the expiration of the lease to make over the village to the Pole. There is also a clause against alienating any land in Vechania or Gerrania; they also covenant not to sublet, unless it be the villages of Ahmodra and Jamboowaree to their respective patells, but to no others, and in case of subletting, they undertake that the sublessees should be bound by these same terms. There is a clause reserving a right to cut grass and wood in Jamboowaree to the Pole, and another regarding the appropriation of fines, and the two last clauses make the Resident the referee in case of heavy loss or misunderstanding.

It further appears from (H.) and one of the enclosures to (J.), and his own evidence (page 1397), that Ishwur Mooljee was security for the first year, and would have been security again if the patells would have settled his account (page 1397), though from the accompaniments to (J.), there seems to have been

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so much underhand work betwee Gorajee and Ishwur Mooljee, that we may almost imagine the security was only fictitious.

From the second para of Nursoopunt's report (C.) 1, and from (D.) 3, Answer 23, it appears that up to 1844, Gorajee Pole had banked with Khandas Wagjee, who, through the Resident, had managed his villages; that Gorajee had long been anxious to transfer his account to Jugjeewun Kandas, but that the Residents would not allow of it, until on the 14th January 1846, with Sir R. Arbuthnot's consent, Gorajee passed a deed (F.) to Jugjeewun Khandas, by which he acknowledged the receipt of money (but no specific sum), and that in consideration of this money, and his receiving hereafter annually 5,412 rupees, he made over, from the beginning of Sumvut 1902 (31st October 1845), to Jugjeevun Khandas his three villages, Kasseepoora, Jumboowara, and Amodhur, and any drafts for cash (he might receive from the Guicowar), until full payment of principal and interest shall have been made. There was a new para. added to it, reserving the patell's lease to this deed; there is Sir R. Arbuthnot's guarantee, dated 14th January 1846, that so long as the debt shall remain, and the paga be maintained, Gorajee Pole shall not interfere with the management of the village.

On the 16th February following, just one month and two days after the guarantee, Gorajee Pole sends a memorandum (H.), dated 28th January, to the Resident, saying that he had called upon the patells to furnish security for the current year, but that they could not, and therefore that they would not hold to their lease, but that he, Chotumlall, and Jugjeewun Khandas had consulted with the patells, and they agreed amongst themselves that the banker's havildar and clerk should collect what they could from the village, without reference to the lease; and on the 13th January (the day before the Resident's guarantee to Jugjeewun Khandas) they sent those people to the village to collect their half share, but in consequence of a letter sent by Ishwur Mooljee to the patells, they opposed the havildar and clerk, and would not let them take away their share; he therefore begs that Ishwur Mooljee might be called upon to furnish 5,700 rupees security, or to remove this obstruction.

This memorandum the Resident, apparently with deliberation, for his endorsement is dated the 19th, sends to his Highness the Guicowar, instead of telling Gorajee that the lease provided that the Resident should send a manager to the village if the patells did not furnish security, and consequently that the arrangement with the patells was invalid, and that as he had transferred the lease to Juggeevun Khandas, and it was part of the guarantee that he was not to interfere with the management, he should be content to receive his 5,412 rupees per annum from the banker, and let Juggeevun settle his disputes with his own ryots, for such they had now become.

The Resident's memorandum to the Guicowar (I.), dated 19th February 1846, requests him to direct Ishwur Mooljee to remove any obstructions he may have made, and to make arrangements to prevent a recurrence of them. An answer (J.) was received, dated the 2d April, to the effect that what the Pole mentioned appeared to have happened, but that from papers presented by Ishwur Mooljee, which he enclosed, Ishwur Mooljee appeared to have claims against the Pole; his Highness therefore requested the Pole might be directed to settle them, and to that effect, itappears from an end orsement in Nursoopunt's handwriting (page 1403), an answer was on the 7th April sent to Gorajee Pole.

The enclosures sent with his Highness's memorandum are Ishwur Mooljee's statement, and two agreements passed by Gorajee Pole to Ishwur Mooljee, the one dated 20th September 1844, apparently relieving him from all responsibility which would attach to his security bond, and the other dated the 9th February 1846 (five days only before his bond to Jugjeevun Khandass, and subsequent to the date of his complaint to the Resident against him), giving him, Ishwur Mooljee, the management of his villages until a debt of 2,001 rupees, which he owed him, was cleared off.

It appears extraordinary how the terms of Gorajee Pole's lease should have escaped the Resident's memory, and all this have occurred as it did so immediately after he had had the lease before him, even if the native agent did not bring it to his notice; however, so it was, and nothing further appears in this case until the 13th August following, when Mr. Andrews addressed his letter, No. 187 of 1846, Exhibit (U.), to Mr. Secretary Malet; in the 5th para. of which

which he seems not to have been aware of the above correspondence (H.), (I.), and (J.), but to think that the seven years' lease was in full operation, and suggested that Jugjeevun Khandas should pay his rent into the Residency, and that the paga should be paid from there, and money paid direct from the treasury to the Pole for his maintenance, by which the Resident would obtain a beneficial control over the Pole's expenditure. This plan was approved of by Government in Mr. Secretary Malet's letter, No. 313 A. dated 22d January 1847, Exhibit (V.), the banker's consent to it being first to be obtained.

It might not perhaps be out of place for the Commissioner here to remark, that the advantage to be derived from leasing the Pole's villages, and securing him a fixed income, is not apparent, so long as he may go either to the same banker, or any other person, and still contract debts for which he will be further liable. The only way in which the Commissioner sees the Pole, or any other imbecile, such as he is reported to be (page 1399, *et seq.*) could be benefited by the arrangement proposed by Mr. Andrews would be, by at the same time declaring such people incompetent to manage their own affairs, and that all debts contracted by them would be invalid.

Upon the receipt of the letter from Government, it appears (D.) 1, Answer 1, and Nursoopunt's report (C.) 1, para. 6, that the banker's carkoon was sent for and directed to bring his accounts; those for the first year were produced in April or May (D. 1, Answer 1) 1847, and those for 1903 promised when ready, and produced, it appears (D. 1, Answer 4), in November 1849. In these accounts (which, however, do not appear to have been accepted) the revenues of the villages were credited, *Rs.*4,373. 15. 9. in the first year, and *Rs.*2,844. 14. the second, instead of 5,701 rupees in each year, according to the lease, for which the carkoon accounted by mentioning that the patells had broken their lease, and entered into a new arrangement, by which they only paid the banker the amount of the collections realised.

Meanwhile the lessee patells had been sent for (C.) 1, para. 7, and their depositions (K.) taken on the 2d and 15th December 1847, in which they admit having been parties to breaking the lease; but these depositions they have before the Commissioner (page 1397, 1398) most positively denied any knowledge of, and declare (Rugonath Mehta, page 1394) that though the revenue had fallen short the first year he was not willing to give up the village, as his sowcar told him that when it was populated (abadee) the revenue would be 6,000 rupees or so, while Dessaee Wullubh asks (page 1394), how he could be content to give up the lease? an order came, and how could he say no?

In the course of the inquiry before the Commissioner it appeared from Dessaee Wullubh's evidence (page 1394), that Dunjee, the tullatee of the village, died about two months before, but that his papers were under attachment; the Commissioner therefore requested the Resident to procure them, and they were produced, and among them the draft of a lease recorded (O.) was found (page 1401), with counterpart from the patells, giving them the village of Kasseepoor alone, from 1904 to 1908 (five years from 10th April 1848), at a rent of 3,501 rupees per annum, which supports their assertion, that they were not willing to resign the lease.

In June 1848, Nursoopunt makes his first report (C.) 1. on these villages, and in the following month another report (C.) 2, which is returned to him for alteration, and which he enlarges.

The accounts for 1902 and 1903 were given to Baba Furkey to report upon on the 27th July; they having only lately been received from the village authorities (A.) para. 3, the originals have not been recorded, but translations form Appendix (A.) of Exhibit (A.), and on the 26th August Nursoopunt undergoes before the Resident three examinations (D.) 1, 2, and 3, on the subject of his reports. Baba Furkey gives in his report on the 5th September 1848 (G.), which is submitted to Government by Colonel Outram (apparently without being referred to Nursoopunt for any remarks he might have to offer), with his letter, No. 215, of the 7th September 1848 (A).

Nursoopunt in his defence (R.) canvasses Baba Furkey's report, and a reply to those remarks is recorded (W).

While the rough accounts for Kasseepoora, from 1901 to 1906 (N.) 1 to 6, found among the late tullatee's papers (page 1,401).

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Jugjeewun Khandas's examination regarding the accounts for 1902 (L.), and his accounts for 1904 (B.) and (P.) Accounts for the first six months of 1905 (Q.) and the accounts of the villages for 1906, while under attachment (M.), are recorded with the hope of throwing some light upon the subject, but none of the documents go in any way to prove that there has been a rapid, or any diminution of the revenues of the estate belonging to Gorajee Pole.

The three villages which formed this estate, were in September 1844 let, with Mr. Ogilvy, the then Resident's concurrence, for seven years, for 5,701 rupees per annum, and every precaution was taken to secure this rent being paid; banker's security was to be furnished each year, about September or October, while the crops would still be standing, and if the lessees neglected to furnish security when required, an application to the Resident would have enabled him to have taken possession of the villages, and have secured to the Pole his full share of the produce.

This lease in the month of January 1846 the Pole makes over to Jugjeevun Khandas, and enters into an agreement with him, that for the consideration of 5,412 rupees per annum, and a sum of money in cash (how much is not known, though from the note on the accounts furnished by Jugjeevun Khandas (A.), Appendix (A.), it would appear to have been *Rs.* 7,001. 3. 9.), he shall hold these same villages until his debt be paid, and in addition the Pole makes over to the banker whatever drafts he may receive for cash from the Guicowar. These drafts are for 1,000 rupees per annum, so that by this deed, which is guaranteed by the Resident, Sir R. Arbuthnot, Gorajee Pole makes over an annual income of 6,701 rupees, apparently well secured, for *Rs.* 7,001. 3. 9. in cash, and 5,412 rupees per annum.

It is difficult to imagine how Sir R. Aburthnot could have allowed the deed to be executed without Jugjeevun Khandas specifying the amount of cash he had paid to the Pole, and the explanation of this given by Nursoopunt in (D.) 1, Answer 11, and again in his defence, para. 4, that Sir Robert Arbuthnot refused to enter into any discussion regarding their documents, is far from satisfactory; but that it was the Resident's and not the native agent's act, and done with deliberation, is evident from Sir R. Arbuthnot's guarantee upon it, and, therefore, further inquiry or conjecture would be foreign to the present investigation. By this deed (F.) the banker Jugjeevun Khandas is bound to abide by the lease to the farmers, and consequently whatever arrangement he might choose to make with them, whether resulting in his own loss or gain, could not affect his agreement to give the Pole credit every year for 6,701 rupees, and to pay him 5,412 rupees, holding the villages until his debt was satisfied. And the Pole could not suffer by the lease being given up or cancelled, as by the guarantee to Jugjeevun, the Pole was precluded from any interference in the management, and, therefore, he could not be a consenting party; and if Jugjeevun called him in to counsel, it was at his own risk. What then the revenue of the villages as collected by Jugjeevun was, does not affect Gorajee Pole, since he had his income secured to him irrespective of all accidents of seasons or management, so that there could be no diminution of his revenue to bring to the Resident's notice.

The next question is, whether Nursoopunt allowed the Patells to abandon their lease without bringing it to the Resident's notice. We have seen above that abandonment of the lease by the Patells, does not affect Gorajee Pole's interests, for he has transferred their lease to the banker Jugjeevun Khandas, and, therefore, so far as the Pole is concerned, no guilt can attach to Nursoopunt. But the inconsistencies and contradictions in his defence, which would lead one to conclude that the Pole's rights being saved to him was more the result of accident than design, prevent the Commissioner passing this part of the question over without remark.

We have seen in (H.) Gorajee's report to Sir R. Arbuthnot, of the 14th February 1846, that he informs the Resident that the patels will not keep the lease, and that it had been agreed with the patels that the banker's havildar and mehta should manage the collections; this might, and certainly ought to have been received by Sir R. Arbuthnot, as intimation that the lease was abandoned; and if he was not satisfied that the Pole had no interest in it, and that the parueek could manage his own affairs, he ought to have taken further notice of it. Nursoopunt, in the 4th para. of his defence (R.), says that Sir Robert Arbuthnot was aware of the fact that Russeekram and the Pole managed the village,

village, but never offered the slightest interference; and this would imply that the Resident did not consider the Pole's interest in the lease at an end. But in the 7th para. of his summary (C.) 1, he says there is no proof of Sir R. Arbuthnot having been made aware of the fact, and if he had he would have instituted some inquiry; contradictions which the Commissioner can in no way reconcile. Again, Nursoopunt, in the 5th para. of his defence, asserts that he informed Mr. Andrews of the state of the Pole's affairs, and that it was on his suggestion that Mr. Andrews wrote to Government, but it is very clear from Mr. Andrews's letter of the 13th August 1846 (U.), that he had not been made aware of the lease having been abandoned, for in the 5th para. he writes of it as having five years yet to run.

We have seen above that Nursoopunt is not answerable for Sir R. Arbuthnot's not having taken any notice of Jugjeevun's having abandoned the lease; but it surely was Nursoopunt's duty, when informing Mr. Andrews of the state of affairs, to have mentioned this circumstance to him, but that he did not do so is very clear from his Answer 3 (D 1.), in which he admits that Mr. Andrews knew nothing of it until May 1847, just before he left Baroda, and therefore that the lease was saved to the Pole, seems more the result of accident than of any design on the native agent's part to preserve it.

This idea receives confirmation from the settlements proposed by Nursoopunt in (C.) 1, para. 9, where a part of his suggestion is that the paruck should resign the management, and again in the 10th para. he proposes a ten years' lease, at 5,300 rupees to some person he does not name, who is willing to take it if granted in two or three days; letting alone the precipitancy involved in this suggestion, which of itself would make it objectionable, it shows that Nursoopunt was not aware that the former lease was still binding upon the patells, and consequently that he had no part in preserving it.

Nursoopunt, in Answer 9, (D.) 1, when called upon to account for suggesting a new arrangment, explains it as being merely temporary, and not intended to be permanent; but that the Commissioner cannot admit, for a ten years' lease is not a temporary expedient, and a suggestion that it should be settled in two or three days, he having a person ready to take it, gives to the suggestion a most questionable appearance. That the lease had been virtually cancelled appears to have been very strongly impressed upon the Resident's mind, and to have led him to take the villages one year into his own management, and another year to have made them over to the Gaekwar authorities; but this, though it may lead to some embarrassment and difficulty in settling the different rights and claims involved, in no way bears upon Nursoopunt's case.

The deposition of the lessee patells on the 2d and 15th December 1847, (K) throws some further suspicion on the case, for whether they had admitted the deposition or not, Nursoopunt cannot deny it, and he has not explained with what object they were examined by him (of which there is no doubt), and there is nothing to be found in the proceedings to show why at that time their depositions were called for, nor why he thus took upon himself to examine witnesses contrary to what in (D.) 3, Answer 24, he says was his invariable custom; all this, added to what is mentioned above, tends to place Nursoopunt's conduct in a very unfavourable light.

Since Mr. Andrews writes of the lease as then in force, the objection raised by the prosecutor that Nursoopunt had suppressed Sir R. Arbuthnot's endorsement upon the bond, translation of which accompanied Mr. Andrews's letter, becomes of no importance, though Nursoopunt is very anxious to clear himself from that imputation, and suggests that the endorsement will be found on the translation sent to Government though it might not be on the copy kept for record in the Residency. The doubt can easily be set at rest from the records in the secretariate, but it appears to the Commissioner to be of no consequence whatever.

The two questions, first, that the revenues of the Pole's estate had not fallen off, and secondly, that the lease, though it might have been abandoned or cancelled as far as the patells and paruck were concerned, is still, as far as the Pole is interested in it, good against the paruck and patells, having been disposed of, there remains no occasion for any scrutiny into the paruck's accounts; for though the paruck's accounts (A.) Appendix (A.) are clearly not correct, in not giving the Pole credit for 5,701 rupees per annum as the rent of the villages, and may be further wrong in debiting him with a balance of 7,001 rupees as

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

paid to liquidate former debts, still there was no occasion to call for the accounts; and as there could be no falling off in the Pole's revenues until the Resident had cancelled the lease, there was no occasion to inquire into the paruck's management of the village, unless with a view to ascertain whether he was injuring the village by bad management; but that was not the object in view: the object sought was to prove embezzlement, but embezzlement there could not be, as the paruk would only be embezzling his own property. The only accounts which could affect Gorajee Pole were those prior to his engagement with Jugjeevun; in order to ascertain what sum the latter had advanced, and that being fixed, their accounts, as far as the Resident was concerned, might have been settled in any half hour. The Pole was a debtor for a sum, say *Rs.* 7,001. 3. 9., and had received a further sum in the first year of 5,412 rupees, in payment of which he had given a lease for 5,701 rupees, and drafts for a further sum of 1,000 rupees ought to have been made over to him, thus making a payment of 6,701 rupees, against 5,412 rupees, leaving a balance of 1,289 rupees to pay the interest and reduce the principal of the original loan, and then a very few figures would have shown that the whole debt, principal and interest, would be paid off in between six and seven years. The subsequent accounts would only show what sums Jugjeevun claimed as paid, over and above the original advance and the 5,412 rupees per annum; but as these sums formed no part either of the Resident's guarantee or the debt for which the villages were pledged, there was no occasion for the Resident to inquire into them, as the only way in which Jugjeevun could recover his claim would be by a suit in the constituted courts of the country. But though the Commissioner thinks the accounts were not required, he by no means thinks Nursoopunt free from blame in not having taken care that correct accounts, ordered in February 1847, were produced before July 1848.

The only evidence Nursoopunt has produced in his defence is (S.), Mr. Chief Secretary Malet's letter, No. 204, dated 12 January 1849, by which he urges he is acquitted of all blame, and if that be the case, the acquittal would extend to the second charge as well as to this; but the Commissioner is of opinion that Government having subsequently directed an inquiry into these cases, this letter cannot be considered as finally deciding them, but must be looked upon as the opinion of Government given upon such evidence as they then had before them, and liable to be altered or modified by them to any extent on the evidence now produced, and upon that evidence the Commissioner arrives at the following opinion: That as the patells' lease which Gorajee Pole made over to Jugjeevun Khandass was still, as far as Gorajee Pole is concerned, valid, there had been no falling off or diminution of the Pole's revenues to bring to the notice of his superiors. That Jugjeevun Khandass was at liberty if he chose, as far as his tenancy was concerned, without subjecting himself to a charge of embezzlement, to release the patels from their engagement, provided he did not injure the village. That the fact of his not having kept the patels to their lease, but managing the village himself, must have been known to Sir R. Arbuthnot, who took no notice of it, and was known to Nursoopunt, who did not inform Mr. Andrews of it, and that Nursoopunt's conduct in not informing Mr. Andrews, appears in a very unfavourable light. That there was no occasion for requiring the paruk to produce his accounts, but having been ordered to procure them, Nursoopunt was negligent in not having obtained them at an earlier period, and that the accounts not having been submitted to him, he is not answerable for anything connected with them further than the delay.

(signed) *W. E. Frere.*

(True copies.)
(signed) A. Malet,
Chief Secretary.

FOURTH CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

FOURTH CHARGE.

(A.)

TRANSLATION of a Mahratta Memorandum.

Memorandum, Sumvut 1901.

Cr.	*Rs.*		*Dr.*	*Rs.*
Received from the firm of Hurry Bhugty, through the hands of Hurrea Khidmutgar, ready cash, on the 6th Veishakh Soodh - -	20,000	Expense account made over to Asharam Purboodass to give to Nursoo Punt Tattia, ready cash - - -		20,000
Rs. 20,000.		*Rs.* 20,000.		

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(B.)

TRANSLATION of Rough Cash Memorandum Sheet of *Pureekh Samul Bhugty*, for the Year Sumvut 1901 (A.D. 12th May 1845).

I bow to Shree Gunnesh.

Monday, the 6th of Veishakh Shood, Sumvut 1901.

Cr.	*Rs.*	*a.*	*p.*		*Dr.*	*Rs.*	*a.*	*p.*
Collected in the name of Shree Gunnesh - - - -	-	-	1 ½	On the 6th and 7th Veishakh Shood, paid to Pureekh Purshotum Bhoy Bechur Bhoy, through the hands of Vittul Narunjee, in cash -		425	-	-
Last balance - - -	29,299	8	9					
Received on the 6th and 7th Veishakh Shoodh from Kemchund, on account of Jaiwaree Veerchund Roopchund, cash 425 and 75 rupees, -	500	-	-	On the 6th and 7th Veishakh Shoodh, paid to Lukhnidas Gokul, through the hands of Maneekchund Jugjeewundas, on the part of Pureekh Damodhur Bhana, and credited to the latter on account of bills on the purgunnah of Korull, at 8 ½ annas. The whole to be paid after one month; broker Moteea Hirjee		1,000	-	-
Received on the 6th and 7th Veishakh Shood from Pureek Damodhur Bhana, cash on account of bills on the purgunnah Karull, 1,300 rupees, of which 1,000 rupees was received by Pureekh Lukhmidas Gokul on my account, which is debited to him, and the remainder, 300 rupees, was paid in cash by Maneekchund Jugjeewun, 120 and 180 rupees - - -	1,300	-	-	On the 6th and 7th Veishakh Shoodh, paid cash to Keemchund Chegund - -		200	-	-
Received from Pureekh Pitamber Sewlal Veishakh, Shood 6th and 7th, which is debited on account of instalments for the month of Cheiter, to Rajeh Shree Anund Row Bajee Sinde - - -	20	9	9	On the part of Bucktidas Vandas to pay to villagers of Buluswara on account of bills granted for payment of cotton - - - -		100	-	-

Cr.

	Rs.	a.	p.
Received on account of Vutao, of which debited to the sircar account, *Rs.* 64. 15., viz., *Rs.* 20. 4. and *Rs.* 44. 1., and to the account of Rajeh Shree Amund Row Sinde, *Rs.* 1. 0. 9. - - -	65	15	9
Received from Jumedar Seta Ram Gopal, on the 6th Veishakh Shoodh, cut from his pay, and debited to Vanotur, the gomashta of Kushondas Rugunathdas -	3	–	–
House account received on 6th Veishakh Shoodh, cash, in four bags, taken out of the room - - - - -	8,000	–	–
Veishakh Soodh 6th and 7th, received from Juverchund Luckmichund a bill for 1,300 rupees, drawn by the sircar on the firm in favour of Pureekh Vukteesur Balajee, for which credit the former and debit the Sircar -	1,300	–	–
Veishakh Shoodh 7th and 8th, credited to Pureekh Munsook Ram Baidas - -	11,006	8	–

Viz., Cash paid *Rs.* 11,006. 8., detail of which is as follows:

Paid by Pureekh Purbhoodas Sukeedas 6,500 rupees, of which 2,500 rupees is debited to his account, and 4,000 rupees paid by Pureekh Juver Luckmichund to the account of the former, through Gordun, viz., 3,500 rupees cash, and a bill for 300 rupees.

Cash paid by you from your house *Rs.* 4,506. 8.

As follows:

Paid by you to Pureekh Khoossalchund Ambidas, 4,000 rupees, who paid the same to Pureekh Vurey Bookhun Moolchund, and the latter is debited accordingly. Paid cash into the firm through Hurry Vettul, *Rs.* 506. 8.

	Rs.	a.
On Shoodh 6th and 7th, credited of the above - -	2,000	–
On Shoodh 7th and 8th - - -	2,506	8
TOTAL - *Rs.*	4,506	8

The Guicowar Sircar Potedar Account.

Dr.

Two bills drawn on the firm, presented by two different persons, viz.:

	Rs.	a.	Rs.	a.	p.
One bill for *Rs.* 1,806. 8., regarding the building of the tank Soorseea, presented by Deebul - -	1,806	8			
From which deduct right of Poteedar account, credited under the Vutao account, and debited to the Sirkar	44	1			
Paid balance - to Vuktesur Balajee, as follows:	1,762	8			
Credited to the account of Juverchund Lukhmidas, rupees -	1,300	–			
and paid balance to his Gomashta Runchore.	462	8			
One bill for *Rs.* 855. 12. 3. for payment for making of drains in the village of Peitlad, in Sumvut 1900, after deducting therefrom, on account of right of Potedar account *Rs.* 20. 14, which is credited to the Vutao account; paid balance *Rs.* 834. 14. 3. into the shop of Pureekh Gumesh Eshwer to his Goomashta Amta Vachedas - - - -			2,662	5	3
On the 6th Veishakh Soodh, paid to Rajeh Shree Anund Row Scinde, for pay for the month of Cheiter; deducted therefrom interest, by agreement, and credited to the Vutao account, *Rs* 1. 0. 9.; also instalment for one month, *Rs.* 20. 9. 9., and credited same to the account of Pureekh Peetamber Sewlal, balance 20 rupees paid to Bapoo Scindee - - -			41	10	6

On the 5th of Veishakh Soodh debited to Kussondass Rugoonath.

Detail as under:

Bhugwun Muzmoodur gave two bills on the firm to two men for pay, from 2d Falgoon Shoodh to 2d Cheiter Shoodh. One bill was for *Rs.* 31. 8., to Jamadar Suyed Munsoor, for the pay of four men, from which, after deducting 8 annas for difference between 30 and 31 days in the month, paid balance in cash to Surjed Munsoor - - *Rs.* 31

(continued)

Proceedings of Mr Frere on the Charges against Purseo Punt

Cr.	*Rs.*	*a.*	*p.*
On Veishakh Shood 7th and 8th, received from Pureekh Khoossal Bickha in lieu of bills, for payment of opium and tobacco, through Cowurjee - - - -	380	–	–
TOTAL - - *Rs.*	52,075	10	3

Dr.	*Rs.*	*a.*	*p.*
One bill given to Jemadar Setaram for the pay of 10 men for one month, 51 rupees, of which three rupees is credited to his account by way of instalment, and paid balance, 48 rupees in cash, to Purubeea Gungsung -	82	–	–
On Veishakh Soodh 6th * * * * * made over 20,000 cash to Hurreea Khidmutgar - -	20,000	–	–
On Veishakh Soodh 7th and 8th, debited to Vurij Bhookhun Moolchund, being a sum paid into the shop of Pureekh Khoossalchund Ambidass by Munsook Baidass on account of the former, which is credited to his account - -	4,000	–	–
On Veishakh Shoodh 7th and 8th, debited to Pureekh Purbooas Sukeedas. This sum is credited to the account of Pureekh Munsookram Baidas. Interest on above at seven annas. No fixed promise of payment. Entrusted to Vunarsee -	2,500	–	–
On Veishakh Shoodh 7th and 8th, paid cash to Pureekh Hurry-bhoy Bhugtydass, through the medium of Bhayjee - - - -	500	–	–
TOTAL - - *Rs.*	31,551	15	9
Cash :			
Balance on the Veishakh Soodh 7, Tuesday - - -	20,564	10	6

Cash in bags, *Rs.* 399. 8.; 2. 6.; 132.; 36.; 61. 8. 3.; 516. 2. 6.; 186 8. 9.; 2,334. 0. 8.;

	Rs.	*a.*	*p.*	
TOTAL -	24,399	2	6	
	25	4	–	to be recovered from people.
	24,424	6	6	
Deduct	3,859	12	–	sums due to people.
	20,564	10	6	
Credits	52,075	10	3	
	72,640	4	9	

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(C.)

TRANSLATION of Deposition of *Damodur Dulub*, a Hindoo, of the caste Waira Vaneea, Goomashta in the Firm of Hurry Bhugty; age, about 40 years; a resident of Baroda; taken on oath in the presence of Colonel James Outram, Resident, Baroda, on the 9th February 1851.

Question 1. How many years have you been in the service of the firm of Hurry Bhugty, and what is your occupation in it?—*Answer*. I have been in the service of the firm ever since the death of my father, on the 1st Ashad Vudh, Sumvut 1901 (A.D. 5 July 1845), and from that year the firm has been conducted in the name of Samul Bhugty, and I am the mooneem goomashta of it, and perform the duties of that office.

2. You are the goomashta of this firm, for which reason it is necessary to ask you questions. In the rough daily cash account-book for the Sumvut 1901 (A.D. 1845), at page 85, under date Vaishakh Shood 6th (12th May), there appears a sum of 20,000 rupees lent, bearing a blank entry in the ledger, and said to have been made over to Hurreea Khidmutgar; how was this sum taken from the firm, and by whose order, and to whom given; be pleased to tell all the particulars of this matter in a faithful manner?—On the 5th of Veishakh Shood, Sumt. 1901 (A.D. 1845), shortly before sunset, Baba Nafra, the principal mooneem goomashta of the firm, told me and the cashier, Bapoojee, in the Dewan Khana, to pay to Hurreea Khidmutgar the sum of 20,000 rupees; on which I and the cashier, Bapoojee, went into the shop, and about six or seven in the evening, Bapoojee having opened the room and taken therefrom ten bags of 2,000 rupees each, of the city currency, gave the whole 20,000 rupees to Hurreea, who, having taken them, put them outside in front of the treasury; afterwards, about eight or nine o'clock, Hurreea took them away, but where to, he knows best; he did not tell me at that time. Two or three days afterwards, I asked Bapoojee how this sum was to be entered in the chopras, and to what account; he replied that he had asked the Baba, who had directed him to insert it in the ledger under a blank entry. I said, "That is all very good to enter it thus, but who gave the money, and where has it gone to?" Bapoo replied, "A dispute is at present going on in the Residency between our Shett and the sons of Gungadhur Shastree regarding some debt, and the management of the business is in the hands of Nursoo Punt's dufturdar, for which reason this sum has been sent to the house of Asharam Bhay, to be given to him (Nursoo Punt) by way of a bribe for his services; therefore the place for the name of the person to whom it is paid must be kept blank." Bapoojee told me that he had got all this from the Baba. For the reasons above stated, this sum is entered in the books in a blank form (litee khatee).

3. What was the reason for sending the 20,000 rupees for Nursoo Punt to the house of Asharam Bhay, and what connexion has Nursoo Punt with him?—Asharam and Nursoo Punt are of one mind, and entertain great friendship for one another, which circumstance is well known to the whole city of Baroda, for which reason the money was sent to Asharam for the purpose of his conveying it to Nursoo Punt.

4. Is it customary to have blank entries for monies in the books of your firm?—If a sum of money is to be given to any one in the shape of a bribe, or that no one may know anything about it, then a blank entry is made after this manner.

5. Was Asharam one of the members of the punchayet assembled regarding the claims made by your Shett against the sons of Gungadhur Shastree?—Yes; Asharam Bhoy was one.

6. You state that Bapoojee gave you all the particulars above mentioned regarding the sum, but did you never ask Baba Nafra yourself about the matter, and did he never tell you anything?—Yes, I asked him, and he told me to enter it as he had already directed Bapoojee to do.

7. Did you ever question Hurreea regarding his having conveyed away this sum of money, or did he ever speak to you on the subject?—I never asked Hurree, nor did he ever say a word to me on the matter.

8. Did your Shett give you or Bapoojee an order to take out this money, or did either of the (shettanees) ladies give you any direction?—None of the three gave me any order; Baba Nafra issued the order upon which the money was taken out of the treasury.

9. Where is Asharam just now?—He died some time in the year Sumvut 1902 (A. D. 1846.)

10. Your deposition was taken on the 1st August 1850 in my presence, the substance of which is now read to you; is it the same as you caused to be then written?—The deposition just read is the same as I then caused to be written.

Taken 9th February 1851.

Written and signed by *Damodhur Dulub*.

Endorsed in English:—Before me, on oath, this 9th day of February 1851.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

(D.)

TRANSLATION of the Deposition of *Bapoojee Kooberdass*, a Hindoo; of the caste Veesa Lad Vaneea; Goomashta in the Firm of Hurry Bhugty; age about 59 years; a resident of Baroda; taken on oath in the presence of Colonel Outram, Resident at Baroda, on the 8th February 1851.

Question 1. How many years have you been in the service of the firm of Hurry Bhugty, and what is your occupation in it?—*Answer*. I have been a goomashta in the firm since the year Sumvut 1868 (A.D. 1812); in the year 1888 (A.D. 1832) I was entrusted with the keys of the potedar khana, which employment I held till Sumvut 1903, Falgoon Sood 11th (25th February 1847), when the Baba took the keys from me and gave the appointment to another. After that I requested the Baba to give me charge again, but he said he would not do so at the present time, as the suit of the shettanee was then going on, but that as soon as it was adjudicated that he would entrust them (the keys) to me again. I was in the habit of going to the firm from time to time, and on the 13th Shawun Soodh, Sumvut 1906 (20th August 1850), the elder shettanee and the mooneem, Peetamberbhoy, restored me my former occupation, which I have had up to the present time.

2. On what day did your Shett Bechurbhoy die, and, since his death, who has been in the habit of keeping the accounts of the sums disbursed by the firm?—Bechurbhoy Shett died on the 2d Bhadurwa Soodh, Sumvut 1901 (3d September 1845), from which date I have been in the habit of writing the (paneeà) rough sheets of receipts and issues in the firm of Samul Bhugty, which is distinct from the firm of Hurry Bhugty, whose (paneeas) rough sheets are kept by Bhoyjee Gela, from which the (khurdoo) rough daily cash-book is drawn up by Goomashta Echaram, and the khurdoo of my firm is written by Hurry Lal Dajee.

3. In the rough daily cash-book for Sumvut 1901 (A.D. 1845), at page 85, on the debit side, there appears an item of 20,000 rupees under a blank entry said to have been paid away on the 6th day of Vershakh Soodh (12 May), and made over to Khidmutgur Hurreea; detail all the particulars you know regarding this sum?—In the year Sumvut 1901 (A.D. 1845), on the date you mention, the Sett Bechurboy was alive; about that time, one day, at about 8 or 9 P.M., when my Sett was sick and sleeping in one of the under rooms, the mooneem Baba Nafra came up from below, and told me to take out 20,000 rupees in 10 bags and give it to Hurreea, on which I then and there took out 10 bags from the inner room, containing in all 20,000, and gave them to Khidmutgar Hurreea.

4. Did your Sett give you the order about the money, or did either of the (settanees) ladies tell you?—No; I only received the order from Baba Nafra.

5. Of what currency were the rupees in question?—They were the Baba Sayee rupees current in the city of Baroda.

6. You took out the rupees at night, and gave them to Hurreea; where did he take them to, and to whom did he give them?—The Khidmutgar took the rupees I gave him, and placed them in front of the inner treasury, and I don't exactly recollect when he took them away.

7. Did you ask the Baba if this sum was to be entered in the expense account (khuruch khatoo), and what answer did he give you?—That day or the following I asked Baba Nafra to what account the 20,000 rupees were to be debited? to which he replied, "Leave a blank entry, and write under, 'Entrusted to Khidmutgar Hurreea;' the name is not to be written;" according to which I entered it in one of the rough daily cash sheets.

8. If you know to whom this sum was given, and on what account, be pleased to state the particulars?—A certain money claim of the Shett against the family of Gungadhur Shastree was at that time being investigated in the Residency, where Nursoo Punt then held the office of dufterdar; between the latter and Asharam Purbhoodas, a servant in the Guicowar's employ, a great friendship existed, and the latter was one of the members of the punchayet then assembled to inquire into the above claim of my master. Now, to the best of my knowledge, the 2,000 rupees were sent by the Baba to Asharam's house for the purpose of being given to Nursoo Punt.

9. How did you become aware of this circumstance?—From the purport of the conversation of the servants of the firm of my master among themselves.

10. Did you ask Hurree Khidmutgar anything about his conveying these rupees away, or did he say anything to you?—I neither asked him, nor did he tell me anything about them.

11. In your deposition, taken before me on oath on the 1st August 1850, you stated that Baba Nafra had told you that the 20,000 rupees had been sent to the house of Asharam Purbhoodass for the purpose of being given to Nursoo Punt, dufterdar, and now you depose that you heard it from the conversation of the Sett's servants among themselves; how does this discrepancy happen?—The deposition I formerly gave is perfectly correct, and what I have now stated may be from want of proper recollection.

* Account books.

12. State the reasons for putting blank entries without names in the chopras*?—When money is given about any particular business, that no one may be a bit the wiser, it is the custom to make blank entries.

13. Your

13. Your deposition that was taken down on the 1st August 1850 is now read to you; is it exactly the same as you then gave?—Yes, it is; and I further add, on recollection, that at the time of giving over the bags, Damodhur Doolub was sitting by me, and Baba gave the order to both of us to take out the money in question.

8 February 1851. (signed) *Bapoojee Kooberdass.*

Endorsed in English:

Before me, on oath, this 8th day of February 1851.

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(E,)

Cash Book for 1845.

Translations from Goozerattee.

Extract from the Account-book of Cash Receipts and Issues (Rokad Mel) of Samul Bhugty's Firm for the 6th of Veishakh Soodh, Sumvut 1901 (A. D. 12th May 1845).

Cash.	*Cr.*	*Contra.*	*Dr.*
		——— - - - - -	*Rs.* 20,000.

Rough Cash Book for 1845.

Extract from the (Khurdo) Rough Daily Cash-book of Puruk Hurry Bhugtee from the Accounts entered from 1st Veisakh Soodh to the 30th Sumvut 1901. Page 85, the following is extracted.

Cash.	*Cr.*	*Contra.*	*Dr.*
		——— - - - - -	*Rs.* 20,000.

On the 6th Veishakh Shoodh gave to the Khidmutgar of Hurry Bhoy ready money,

Rs. 20,000.

Ledger, page 27.

Ledger for 1845.

Extract from Ledger (Khatoo) of Pureekh Samul Bhugty for the year Sumwut 1901, the following (Letee Khatoo) blank Account appears at Page 27.

———'s Account, Sumwut 1901.

Cr.	*Dr.*
6th Veishakh Soodh.	
Khurdoo, page 85 - - -	*Rs.* 20,000.

New page 23.

Ledger for 1846.

Extract from the Ledger (Khatoo) of Purukh Samul Bhugty, for the year 1902, Sumwut; Page 23.

———'s Account of the year St. 1902.

Cr.	*Dr.*
In the yearly balance, page 27 - -	*Rs.* 20,000;
Page 83, on the 11th Veisakh Vudhee -	*Rs.* 500.

New page 21.

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Rough Cash Book for 1846.

Extract from (Khurdo) Rough Daily Cash Account of Pureekh Samul Bhugty for the month of Veisakh, from 1st to 30th, Sumwut 1902, at page 83, the following appears:—

Cash.	*Cr.*	*Contra.*	*Dr.*
		On 11th Veisakh Vudhee, as per blank entry in ledger, *Rs.* 500. Sent cash *Rs.* 500 by the hand of Khidmutgar Hurry Bhoy to Meer Surfuraz Ali, by order of the Baba Saheb. Monthly cash account-book, page 23, and ledger, page 50.	

Rough Cash Book, 1846.

Extract from the Rough Account Book of Cash Receipts and Issues of Pareekh Samul Bhugty, for the 11th day of Veisakh Vudhee, Sumwut 1902.

Cash.	*Cr.*	*Contra.*	*Dr.*
		———	*Rs.* 500.

Ledger for 1847.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhugtee for the year Sumwut 1903, page 21.

———'s Account for the Sumwut 1903.

Cr.	*Dr.*
In the yearly balance, page 23	*Rs.* 20,500.
New page 21.	

Ledger for 1848.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhugty for the year Sumwut 1904, page 21.

———'s Account for the Sumwut 1904.

Cr.	*Dr.*
In the last yearly balance, page 21	*Rs.* 20,500.
New page 19.	

Ledger for 1849.

Extract from the Ledger (Khatoo) of Pureekh Samul Bhughty for the Sumvut 1905, page 19.

———'s Account for the Sumwut 1905.

Cr.	*Dr.*
In the last yearly balance, page 21	*Rs.* 20,500.
New page 19.	

Ledger for 1850.

Extract from the Ledger (Khatoo) of Pareekh Samul Hurry Bhugty, for the year Sumwut 1906, page 19.

———'s Account for the year Sumwut 1906.

Cr.	*Dr.*
In the last yearly balance, page 19	*Rs.* 20,500.
New page 16.	

Compared with the original by Gokuldass Gopaldass, native agent, Surat.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(F.)

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

TRANSLATION of *Nursoo Punt's* Defence on the Fourth Charge, addressed to *William Edward Frere*, Esq., Commissioner.

OF the charges preferred against me by Colonel Outram, Resident, Baroda, the Fourth Charge is as follows:—

Charge IV.—That he, on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, the sum of (20,000) twenty thousand rupees, as a bribe, given, apparently, with a view to secure his (Nursoo Punt's) services in behalf of the firm, supposed to be on account of the case then pending before Government, concerning the dispute between the above firm and the sons of the late Ghungadhur Shastree.

To support this the following documents have been produced and recorded:—

1. A memorandum of payment of 20,000 rupees, said to have been found among the dufters of Baba Nafra, brought from his house to the Residency.

2. Several papers, written by Bulwunt Row Nafra, to prove whether the above memorandum is in his handwriting or not, which it is presumed to be.

3. Waste sheets of cash receipts and issues for the 6th of Veisakh Soodh, Sumwut 1901 (A.D. 12th May 1845); also various extracts from book of cash receipts and issues, rough daily cash account-book, and other account-books of Samul Bhugtee, of the firm of Hurry Bhugtee.

4. The depositions of Goomashtas Bapoojee and Damodur, formerly taken at the Residency, on the 8th and 9th February 1851.

The Evidence of the following Witnesses has also been taken:—

1. To prove that the above memorandum was found among the dufters of Baba Nafra, that of Soorujram, Hurry Appajee, Ballajee Runchore, Shumbooram Khoossal, Vishwanath Gopal, and Suckaram Mookund, 6.

2. To prove the handwriting of Baba Nafra, that of Byajee Wyjunnath, Ramchunder Junardun, and Ballajee Purushram, 3.

3. To prove the giving of the money, that of Khidmutgar Hurreea, Purshotum, a labourer, Goomashta Damodur Doolubh, and Bapoojee Koober of the firm of Hurry Bhugtee, 4.

4. Anzum Bhaoo Tambeker, minister of his Highness the Guicowar.

5. Baba Nafia, the late Mooneem Goomashta; altogether 15 witnesses have appeared.

My Reply in the Case is as follows:—

Para. 1. Formerly, when Hurry Bhugty and Gopalrow Meiral were joint partners in the Guicowar Government Potedar account, from about the year Sumwut 1864 or 1866 to Sumvut 1872, (A.D. 1808 or 1810 to 1816,) they had established a separate branch firm on that account in the name of Meiral Bhugty. They also agreed among themselves and made the late Gungadhur Shashtree, formerly native agent, a partner in the concern to the extent of one-fourth. When the Shastree died this concern was broken up. Several years afterwards, on making up their shares, they made out that there were certain sums due on the part of the Shastree, and the firm of Hurry Bhugty preferred a claim at the Residency for the amount, which suit was carried on for some 10 or 12 years without any decision being come to on the matter; and during that period many gentlemen submitted their opinions on the subject to Government; and many orders were received in reply, but no settlement fixed on. About August 1844, an order was received from Government, directing that the case be settled by punchayet, on which the contending parties each nominated two individuals whom they wished to have as members of the punchayet to arbitrate for them.

They were as follows:

On the part of the Parukh:—Meer Surfuraz Allee, and Asharam Purbhoodass.*

On the part of the Shastree:—Karcoon Beckajee, Rugoonath Mahiatta, Wamunrao Dhondeo Sathey.

* Asharam died in Shrawun, Sumvut 1902, when Khunderao Amrut was appointed in his place.

A punchayet, composed of the above members, was assembled, through the instrumentality of Mr. Ogilvie, assistant in charge of the Residency; and it commenced its proceedings some time about March 1845. About two months after Sir R. Arbuthnot came here as Resident, when he, not approving of the manner in which they were conducting the case, put a stop to their proceedings about the month of October, and reported his having done so to Government. On an order being received in April from Bombay, the punchayet was again assembled; and some time in December 1846, the members of both parties recorded different opinions on the point in issue, and submitted a compendium of them to Mr. Andrews, then Acting Resident, who wrote and forwarded the same to the

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Bombay Government. After the receipt of their reply, Colonel Outram sent in a final report to Government on the subject, from whom their last and final decision was received some time in 1849, during the incumbency of Captain French, and both parties were duly informed thereof. I have given this brief summary of the case in order that the Commissioner may be *au fait* in the matter.

Para. 2. The Colonel now charges me with having received the sum of 20,000 rupees from Baba Nafra, for the exercise of my influence in favour of the firm of Hurry Bhugty in the above dispute. This is entirely false, and in support of which I beg to submit the following reasons:

1st. In June 1844, in the time of the late Mr. Boyd, I commenced the duties of Native Agent, and for about a year prior to my appointment to this office, Narain Rao Chimnajee, senior carkoon, had acted as Native Agent in charge. Mr. Boyd having been a long time here, and acquainted with the work, as I was new at it, he directed me to get the assistance of Narain Row, in order to understand the business of the office, which I was in the habit of doing. On the death of that gentleman, Mr. Remington continued a short time in charge of the Residency, and he being a gentleman well experienced in this country, while I had but lately arrived here, was in the habit of managing all the business himself. He did not care about having the assistance of the Native Agent. After him Mr. Ogilvie had charge of the Residency, and he had been here some little time prior to my advent; he also was a gentleman experienced in these parts, for which reason he transacted business as above described, up to May or June 1845, and in affairs of such importance as the present he did not care about having my opinion. I therefore had no weight here, and the punchayet, composed of members chosen by the contending parties, had only just commenced their proceedings; therefore at such a time as this, what object was there to secure my influence, that Baba Nafra should thus bribe me with thousands of rupees? I beg this circumstance may carry all due consideration with it.

2d. The late Mahraj was very partial to Baba, and his principal directing man, Gunnesh Punt, at the time he nominated the punchayet, gave the members very particular instructions that the decision was not to be given against the firm of Hurry Bhugty; and it is well known that Baba did not care a straw about the assistance of any other parties.

3d. If I am charged, merely on suspicions, with having received thousands of rupees solely because the punchayet had commenced their proceedings at the Residency, then this fact should be borne in mind, that at that time the affair had only just begun, and no investigation whereby the features of the case might be brought into view had then been entered upon, and from which the parukh could understand what amount of influence I possessed in the matter. On the contrary, about two months after the commencement of the punchayet, somewhere about time of Veisakh Soodh,* between the opposing members, an altercation ensued regarding the questioning of some Native Soukars of Baroda, and a yad on the subject was written to the Resident, who sent an answer in reply containing his decision, which was opposed to the written opinion of the arbitrators of the parukh. On examining this paper, it will be at once apparent of what use my influence could have been to the firm of Hurry Bhugty. If any one conjectures that it may have been given with the hopes of thereby securing the benefit of my influence, I would ask that individual whether I was delegated by authority to settle this affair; or whether I was indeed the Resident; or whether the person appointed by Government as Resident, on a monthly stipend of 4,000 rupees, was incapable of conducting the duties of his office, without consulting my opinion on every thing? Was the Baba so confident that the Bombay Government would decide in accordance with my opinion; or did he entertain any other such confident expectations as to induce him to give me at once, and without any stated reasons, the large sum of 20,000 rupees for nothing? I trust the Commissioner will give this matter all due consideration.

* Early in May.

4th. In May 1845 Sir R. Arbuthnot was appointed to the Residency of this place, and from the time of his arrival here, he was in the habit of looking and inquiring into all business himself, and of acting according to his own judgment in the case; and this is well known as a fact to every one. This punchayet was being carried on according to the instructions of Government, but during the six months it was occupied, it only sat two, and in the meantime the Resident put a stop to their proceedings. At the time of his sending in his report of this circumstance to Government, he may probably have put some questions to me, and I may as probably have given him briefly such information as I possessed at the time. After which, and thoroughly investigating the matter, he sent in a report; and as far as I recollect, the opinion he therein gave was opposed to that of the parukh. Now from this it is quite clear that four or five months before this occurrence took place, and in the commencement of the proceedings of this punchayet, there were no grounds for drawing the inference that I received money from the firm of Hurry Bhugty.

5th. The Colonel, prior to sending in his last report to Government, asked me for a compendium of this case, at which time I, with the utmost impartiality, and with a due regard for truth, reported the statements of both parties on the subject of this their dispute, and also drew up and gave in a brief summary of the case. After instituting inquiries into the matter, the Colonel, in 1847 or 1848, sent in a report of it to Government, and I recollect most distinctly that the purport of it was in the favour of the Shastrees. In short,

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it will be evident, after a perusal of the reasons above stated, that my behaviour is totally devoid of favour or affection, and further, that I never gave the parukh the aid of my influence.

6th. Whoever gives so many thousands of rupees in bribes, will not, however, without having first satisfied himself in his own mind as to the certainty of ultimately benefiting therefrom, throw away his money in this way; and from the above particulars it is quite clear that no such benefit could be anticipated from me, and none such took place.

7th. If, perhaps, the inference be drawn that the Baba, anticipating future benefit, gave the bribe in question, but was disappointed in his expectation, I will reply that this is a suit of long standing, and consequently neither parties entertained the hope of benefit therefrom, and they therefore remained void of care at their respective homes. Afterwards, when the family of the Shastree incurred the displeasure of the Guicowar, the firm of Hurry Bhugty took advantage of it and raised this claim, which for some time remained in abeyance. After this, on his obtaining the support of Veneeram, he again revived his complaint, and sent and attached the villages of the Shastree; but on Veneeram's meeting with worldly reverses the business was again brought to a stand-still. The Shastrees perfectly understood that at some time or other they would obtain the interest of the Guicowar Government and prefer their claim again; the Parukh also hoped that it might come about thus. The authorities were most desirous that a settlement should be brought about as speedily as possible, because it was a suit of long standing, wherein each party having drawn up an account of the sums due by the other, added thereto compound interest, thereby swelling the debt to an enormous amount; and in this manner each had preferred his claim against the other. The fact is, that neither party hoped to get the amount of their claim; the chief object of their disputing was pride, lest the world should say that either party had lost the day. To the best of my recollection, the final decision which Government pronounced on this case, was to the effect that neither party should again prefer a claim against the other, or enter into disputes.

From this it should be considered, that in the very commencement of this case what object could Baba Nafra possibly have in view to give me at once 20,000 rupees?

8th. If the Colonel draws his inference, that from this being a dispute regarding lacs of rupees, so large an amount has been expended in a bribe, to this I would observe, that both the plaintiff and defendant having preferred claims against each other when the punchayet assembled for their mutual satisfaction, a sort of negotiation was attempted through the instrumentality of the arbitrators. It was the wish of the Shastree that both parties should throw their claims overboard, and that deeds of acquittance be granted on either side, while the object of the Parukh was first to get some 15,000 or 20,000 rupees out of the Shastree, and afterwards furnish him a deed of acquittance. I positively recollect this negotiation going on. Now if at the very commencement of this suit Baba Nafra had at once given a bribe of 20,000 rupees, how came the arbitrators to negotiate matters in this manner? The truth is, it was not a case of such importance as to call for the expenditure of so large a sum of money.

9th. Again, there are no grounds for the conclusion, that in this case this sum was expended on account of a bribe, in support of which I beg to call attention to this fact; if it had been given on account of this suit, it would have been debited to the account of Meiral Bhugty, because it appears from the evidence of Bapoojee Koobeir that there was a separate ledger (khatta) kept of the Potedar partnership concern, which is among the account books of Samul Bhugtee, and that whatever money was expended on this account was entered in this ledger (khata). As so large an amount has been expended on this dispute, it is not likely that Hurry Bhugtee would abstain from debiting half the amount so expended to Gopal Row Meiral. It was consequently necessary to have informed that individual that such a sum was required to be expended, and to have taken his opinion on the matter beforehand; but it does not appear from the documents recorded in this case that such was done.

From the above proofs, it will be apparent that there is no such reason as the Colonel points out for arriving at the conclusion that Baba paid me the money in question. That the amount was not paid to me is most certainly true.

Para. 3. In order to prove that in this case 20,000 rupees was paid to me, the accounts, paras. &c. of Parukh Samul Bhugtee, of the firm of Hurry Bhugtee, have been produced and recorded. In reply, I beg to state as follows:

1st. The (paneea) waste sheet of receipts and issues, for Monday the 6th Veisak Soodh Sumvut 1901 (May 12th 1845) has been produced. In this, on the debit side, appears an item of 20,000 rupees, with a blank line drawn against it, and merely the date mentioned, *i. e.* 6th Veisakh Soodh; below it is a clause stating that the amount in cash had been paid through Hurrybhaee Khidmutgar. Now, the words of this clause appear to have been written afterwards, and with a different pen. Further, this (paneea) waste sheet itself does not tally with the (mel) cash account of that day. The account for Shoodh 6th, in it, is not balanced. The receipts and issues of the 7th are entered therein, and the accounts for both days balanced at the bottom. The goomashtas have stated that entries are made from the (paneea) waste sheets into the (rokud mel') book of cash receipts and issues. On comparing these, it appears that in the extract from this cash-book, which is not numbered, an item of 20,000 rupees on Monday, Vinsakh Soodh 6th, Sumvut 1901 (12th May 1845) is

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entered on the debit side, and blank lines are drawn opposite it, but no mention is made, as is done in the waste sheet, of its having been entrusted to any one. On making further comparisons in the extract taken from the accounts for the month of Vinshakh from the (áurá) monthly cash account book, page 8, the same entry with blank lines against it is made, which appears in the waste sheet. From this last account book the (ankra wye) which is also called "khata wye," *i. e.* the ledger, is prepared. In the extract taken from the 27th page of this latter, a blank line appears drawn, and against it account for Sumvut 1901 (A. D. 1845) is written, and underneath, in the debit side, "6th Veishakh Soodh, 20,000 rupees is entered." On looking at these four papers, it appears that blank lines are thus drawn, and the item of expenditure stated indefinitely, which is called by the goomashta of the firm, "leetee* khate," *i. e.* blank entry. I do not think that this practice obtains among the sowcars of Ahmedabad, Surat, Bombay, Poonah, &c.; but even should such occasionally appear to be the case, no reliance should be placed upon it in a court of justice. To write in this manner is done with a fraudulent intent, and has for its object the ruin of some one; because a person can at any time he may choose to do so enter under the blank line the name of any one he likes, and state any cause he may think of for so doing; they can also by this means, whenever they like, prefer a claim against any individuals, on the strength of their (chopras) accounts, and cause his ruin thereby. Lawless scoundrels rob and plunder in the jungles, but this is a much worse species of fraud; these men being sowcars, openly in the bazar commit such fraudulent acts.

* *Lit.* Line (*i. e.* blank) account.

2d. The goomashta who keeps the accounts has deposed that when a bribe has been given, and it is not wished that the name should be made public, a blank entry (leetee khaté) is made thereof. Then why are lines kept blank in such places; why do they not rather write the words (leetee khaté) "blank entry" in them? If it be said that it is not the custom to write the words (leetee khaté) but to keep the lines blank, I would beg to observe that in the accounts for the month of Veisakh in the (aurá) monthly account book for the year Sumvut 1902, at page 83, there is an item of 500 rupees written off as "leetee khaté," &c. said to have been paid to Meer Surfuraz Alee through Hurya; this item is also entered in the same manner as "leetee khaté," in the (khata vye) ledger. From this item of 20,000 rupees having been debited, and from the circumstance of the blank space having been left, it is quite evident that some fraud must have been intended from the very first, on the part of the moonim, killedar, and other goomashtas. Again, the goomashtas state that all the items debited in an indefinite manner in the accounts of Bechur Samul are on account of bribes. Now, although in several entries of certain sums paid to individuals no name is mentioned, but merely an entry thus, "Cash paid through so and so," yet no such entry has come under my notice in which blank lines are drawn. In the (aura) monthly cash account book for Sumvut 1901 (A. D. 1845) several indefinite items are entered in the name of Beechur Samul, as paid through this Hurrya. By referring to these items in the chopra for the Sumvut 1904 (A.D. 1848) which have been brought against me in charge 5th, this circumstance will be quite apparent.

3d. It has been openly stated that it is customary with the Baroda soukars to make (leetee khaté) blank entries, but I have never seen it. Allowing such to be the case, still it rests with the trying authority to take into his consideration how far trust can be placed on entries of this sort made in (chopras) account books. All these indefinite items, although paid away secretly, have not always been given in bribes, some have been paid in other matters. If the master has occasion to spend money in affairs of secresy, the items are credited in this account, at least such appears to be the case from the evidence adduced in this matter.

4th. How can it be positively affirmed that the above-mentioned 20,000 rupees were given as a bribe, when this item has been carried on in the accounts from Sumvut 1901 (A. D. 1845) up to the present time as recoverable? If it was a bribe there would be no hopes of recovering it; how then has a balance been carried forward as due? If it be asserted that, by keeping this amount unsettled a balance was carried forward, then, I would ask, from from whom was the amount paid as a bribe to be recovered, that for the last six or seven years this amount has remained unsettled? Should it be urged on conjecture, as a reason for so doing, that the share of the other partner had not been received, and that when it came to hand, that the item in question would be struck off, I would say that this is by no means probable, because, if it had been the case, why would the amount not have been entered in the khata of Mairal Bhugty, as stated in the 9th clause of my 2d para. On looking into the matter, it appears that the item of 20,000 rupees is not proved to have been paid as a bribe on account of the punchayet. Through deceit or some other unknown reasons, this item has been thus entered in an indefinite manner, and carried on from year to year as a recoverable balance. In support of the inference above drawn, there is another doubtful point: the (ankra vyé) ledger for that year has been produced, but in addition there seems to be another ledger (khata vyé) from the circumstance of its pages being referred to in several other items mentioned in the (aura) monthly cash account book); but in this item of 20,000 rupees the page of the (khata vyé) ledger is not referred to. I cannot understand the reason of this.

5th. The above-mentioned item is of the time of shett Bechurbhoy, for which reason Baba Nafra, at the time of giving his evidence, states nothing distinctly on the matter, but throws it all on the Shett. With reference to this, I have to observe that the Shett at that time was the master; how then can any one positively affirm that the Shett did not expend this

this sum on some secret business of his own. Here was a fine opportunity for the mooneen and goomashta to appropriate this money to their own use, and in a fraudulent manner to put it to the name of another. There may be many more such indefinite accounts, such as "pareekh khata," "Raja Shree khata," &c.; but how can I know anything about them; on this point no separate cash account book has been produced. Baba Nafra's deposition does not clear up the matter, as to whom the Shett paid this item. He may be concerned himself in the business, or he may have some other cause which I wot not of, for refusing to state facts clearly. The goomashtas most probably know the correct story, but they are averse to tell the truth. For these reasons, it is evident that it is impossible at the present time, from the accounts and documents produced, to point out clearly on what account, and how, this item of expenditure was disbursed.

6th. From the above particulars it will be thoroughly understood that there was nothing in the chopras of the firm to lead to the conclusion that this sum had been given solely as a bribe, or that the Baba was perfectly aware of the manner in which the sum in question had been expended; yet if it is surmised that the Baba must have known that this sum was a bribe, and to whom it was paid, still there is no convincing reason to prevent the belief that this sum may have been paid to the Guicowar's government, or to the officials of the Durbar. People here say that Baba Nafra has been importuned for the last year to give up the name of the individual to whom this amount was paid, notwithstanding which, and that the Baba and myself are at enmity, still he continues to give his indefinite answers. This is good and substantial proof of the correctness of the opinion I have given utterance to above. Baba Nafra is subservient to the Durbar, for which reason he finds it a very difficult matter to take the name of any one openly; in like manner it is quite clear that, as I am not now native agent here, there is nothing to prevent him making mention of my name. I have been informed that the soukars of this place, to further their own interests, make presents of money to the Durbar officials, which sums they make (leetee khata) blank entries of in an indefinite manner, and afterwards should they not succeed in their transaction, or meet with any reverse, they will, if they can procure the interest or influence of another, afterwards enter the names of the parties in their chopras, and aided by them prefer claims for the amount, and use their endeavours to recover the same. In this manner the sum in question has been carried on as a balance on account of (leetee khata) blank entry. How can it be affirmed with any certainty that this amount was not paid on account of the Durbar (khuruch) expenses.

Para. 4. From the accounts of the firm there is no proof to show that the above-mentioned sum was not paid to me, therefore in order to substantiate the charge against me a Mahratta yad has been produced, said to have been found in one of the dufturs of Baba Nafra (the whole of which had been seized and brought from that individual's house to the Residency) while the examination of them was going on.

The following is my reply on this head:

PURPORT OF YAD.

1st. Yadee. Sumvut 1901.

Cr.	*Dr.*
Received from the firm of Hurry Bhugteedass Purukh, through Hurreea Khidmutgar, on Veisakh Sood 6, ready money - - - - - 20,000	Expense account, gave to Asharam Prubhoodass, to give to Nursoo Punt Tateea, ready money - - - - 20,000

The above is the form of debit and credit in the yadee, but Baba Nafra does not acknowledge it; about 15 or 20 days after guards had been posted over that individual's house, which had been put under attachment, and he himself had been made a prisoner, a cart-load of duftur's was all at once brought from his abode to the Residency, but there was no list of these papers made in his presence, nor were they kept in a box while at the Residency, and locked up with a Government padlock, or one of the Babas. The examination of these papers was never conducted in the presence of any of the Baba's people, nor was this yad discovered among them while any of them were there; therefore no dependence ought to be placed upon this yad.

2d. At the time of bringing the above-mentioned dufter to the Residency, or after they had been brought, no seal was affixed to them in the presence of the Resident, nor were they locked up. They were all put up in a heap in a room, from which circumstances any evil designing fellow had a favourable opportunity of putting in any paper he liked.

3d. The sircaree kamdar, and the carkoons who examined the dufters, have given evidence that the yad in question was found among the Baba's dufters in their presence. With reference to this I beg to observe that the Colonel, on attributing blame to me, reported to Government in June 1848 the purport of the second and third charges now brought against me; the reply to which not coinciding with his wishes, he got enraged, and the desire of ruining me has since this taken possession in his mind. To help him to succeed in this object in any way possible the native agent, Soorujram, with a view to further his own prospects, has used every means, and my enemy, Baba Fudkey, and others, for the reasons just given, also entered into collusion with him (the native agent); therefore what reliance can be placed on the evidence of such parties?

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4th. Another principal witness in this case is Shumbooram Khoossal,* in the service of the Guicowar government; this person has a grudge against me. Formerly, when Mr. Mansfield was Political Agent in the Rewa Kanta, my son, Kessoorow, was dufterdar under him; at that time several cantankerous replies were received from the Durbar, and Gopalrow Meiral on different matters, from which that gentleman began to entertain† suspicions of Shumbooram, who thereupon thought that Kessurao and myself had put these ideas into his head. Prior to that, at some other time, a misunderstanding must have occurred, and in the time of Captain French also that gentleman was informed, through other parties, that several persons who had been dismissed from the Honourable Company's service had obtained employment under the Guicowar, which induced him to prepare a list of these individuals. Shumbooram was informed at that time that the Resident had been talking of him as having been formerly employed in the Broach Zillah. From this and other causes he bears great spite towards me. Shumbooram is the deputy of Aujum Bhow Tambeker, the minister of the Guicowar government, who is no well-wisher of mine, and it is therefore incumbent upon him to do what pleases the Bhow best, and it is also his great desire to obtain favour with the Resident. This person was present at the first examination of the chopras, as well as at the collecting and gathering together of all the Dufters at the house of Baba Nafra, and afterwards at the bringing of them to the Residency, he was also engaged in all examinations of these Dufters, as well as in taking them out of, and putting them back in room, and all other matters. Therefore what reliance can be placed on his evidence.

5th. I have stated above that Bhow Tambekur is no well-wisher of mine, the proof of which is this: during the lifetime of the late Maharaj Syajeerow he first commenced the duties of replying to all the Residency correspondence, when the late Mr. Andrews having received an improper answer to one of his yads, wrote to the Durbar, intimating that since the appointment of the new (carbaree) official, proper replies had not been sent to the Residency correspondence. For this reason the Bhow is evil minded towards me, and his chief aim being to obtain the favour of the Colonel, he thinks it would be a good thing if I were disgraced, and Shumbooram making himself subservient to the Bhow's wishes, has put himself prominently forward in this matter.

6th. It is stated in the list of the charges that the above-mentioned yad was found by Succaram Mookun, a carkoon under Captain Wallace, but this person is not a Government servant. From being acquainted with Soorujram he came to Baroda with the hopes of obtaining employment, and the former engaged him in searching the dufters. This person deposes, that the dufter in which the yad was found was tied up in a piece of red cloth, and weighed a little more than a seer, and contained a lot of useless and miscellaneous papers. Another witness states, that this dufter was tied up in a piece of dungaree and weighed some three or four seers, and contained the accounts for one year. Soorujram asserts that Shumbooram at that time recognised the handwriting of the yad, but from the evidence of Shumbooram and other witnesses such is not clearly established. Ballaje states, that Succaram said that the paper related to me, and that every one then looked at it, but from the evidence of others such does not appear to have been done. In this manner many discrepancies occur. I have been informed that Soorujram spoke to Gopal Row Meiral about Succaram, and got him a situation under him. This person was formerly employed in the province of Rajcote as a carcoon in (juptee) affairs of sequestrated property, from which department he was dismissed about Sumvut 1900. He has not given proper information on this point in his evidence, which induces me now to bring it to your notice.

7th. Wishwanath Gopal is also not a Government employé. Ball Krishna Gungadhur Shastree, commonly called Bhow Shastree, bears great enmity towards me, and shows a strong desire to secure my utter ruin, which will be clearly proved on a reference to the complaints formerly sent into Government by him on this subject. This carkoon was brought and set to examine the dufters, and he states, that when the yad was found by Succaram he was sitting close by; shortly afterwards this very carkoon obtained employment in the Residency office.

8th. I cannot comprehend why the carkoon of Captain Fulljames, Ballajee Runchore, came here, and how he came to be employed in this case. He states in evidence that he was engaged in examining the dufters, and had his eyes on Succaram at the time he found the paper in question. This is a very extraordinary circumstance, that he should be able to attend to his own work, and at the same time notice what others were doing, and that at the very instant Succaram lifted up this paper the occurrence was observed by him.

9th. From the evidence of Hurry Punt, a carkoon of the Residency office, it appears that he was not present from the commencement of the search of the dufters, but came afterwards;

* At the time of taking his evidence he was very ill; should this circumstance induce the Commissioner to place dependence on his evidence, then, I beg he will also give his attention to his evident object in so doing After giving his deposition, he (Shumbooram), made this sole request of the Colonel, that in case anything happened to him, in consideration of the service he had done him, that he would speak to the Maharaj to protect his children after his death. From this it should be judged, whether his mind was at that time more directed towards his Maker, or towards preserving the favour of the Colonel.

† If this gentleman was here and his evidence taken, it would confirm this statement.

wards; nor was he present at the time of the opening of the dufter in which the yad in dispute was found.

10th. This yad which was found is a debit and credit account of a ("letee khatta") blank entry of the firm of Hurry Bhugtee. Now how is it that no other similar debit and credit memorandums of that firm were found among the dufters of Hurry Bhugty, and that this solitary one came to hand? If this yad was authentic, how does it happen that the amount is not debited in the chopras of the Baba's shop? It is very surprising that a similar yad, on which charge 5th has been raised, was found in the "jamdar khana" of the parukh, while the yad in question was discovered among the useless and miscellaneous papers of the Baba's dufters; because in the yearly account-books of the firm of Hurry Bhugty there appears numerous ("leetee khata") blank entry items and other indefinite amounts making up thousands of rupees; yet out of the whole of the dufters found in the Bawa's house, and in the jamdar khana of Hurry Bhughty, yads having reference to me are only found. How this can possibly be I leave for the Commissioner's consideration.

11th. From the evidence of Succaram Mookund, it appears that at the time of searching these dufters a yad of debit and credit regarding Larcoba was also found (I hear that this yad corresponds with the entry made in the chopra of Runchora, Baba Nafra's own private concern), and several days after this the yad of 20,000 rupees of debit and credit of the firm of Hurry Bhughty was found. From this there are grounds for the following inference: when the former yad turned up the Colonel began to entertain suspicions, whereupon some evil designing people have considered that if a similar yad regarding me should turn up the Colonel would forthwith believe it true, so when they came across an indefinite item of 20,000 rupees in the chopras of Samul Bhugty, my enemies taking advantage of every opportunity, have managed this thing purposely to bring it home to me. God only knows whether this is true.

12. It is asserted that the yad in question is in the handwriting of Baba Nafra, and to decide whether the style of writing of the latter corresponds with that of the yad, several papers copied by that individual have been produced, with a view of comparing them with that of the yad. There is no evidence on this point; who can vouch to the handwriting of Baba; but three witnesses have deposed, after examining the papers written by Baba, that the hands correspond. In reply to this, I will only say that Baba Nafra states, that the yad in question is not written by him. On comparing Baba Nafra's other writings, the shape of the letters do not correspond with that of the yad, which on the contrary appears to have been written by some Goozerattee who has been taught to write Mahratta.

The following dissimilitude appears in the letters and words of that yad:

1st. First "Sumvut 1901," is written; the form of the letter "S," should be noted.

2d. The figure 2 is written in four places; the shape of these figures should be observed.

3d. On the credit side is written "Bhug-gu-tee-dass Parekh."

4th. On the debit side is written "Khu-ru-ch-khate."

5th. Again, on the debit side is written "Nursoo."

A Dukany Brahim would never write in this manner. Notwithstanding this, Ballajee Parushram has deposed that the handwriting of Baba Nafra and that of the yad are similar; this individual is an intimate friend of Baba Fudkey's, and so is Ramchunder and Byajee Vijjunnath.

13th. In addition to the evidence of the above witnesses, the Colonel had also, through the Durbar, obtained the evidence of respectable men in this case; but I have heard that as their depositions went to prove that the handwriting of Bulwunt Raq Nafra did not agree with that of the yad, they were not recorded. For the above reasons, there is not a person just now in Baroda who dare give proper evidence; and if I were to call for the evidence of people from the Kaira and Ahmedabad zillas it would cause much delay, and I should thereby suffer great loss and inconvenience. Having therefore no other alternative, I request that Government, prior to coming to a decision on this matter, will send for five or 10 Mahratta Kamdars, upon whom they can place implicit confidence, from any of the zillahs, and show them these papers, and take their opinion respecting the handwriting of the yad in question.

The above are the particulars regarding the yad which was found. In this case it is incumbent on the trying authority to sift this matter to the bottom, because, even allowing the yad to be authentic, there is nothing in it to prove that the amount was ever paid to me, which will be at once apparent on referring to the debit side of it.

Para. The evidence of Killedar Goomashta Bappoojee Koober, and Damodur Doolub, have been taken to prove that the money was paid to me; these men have fabricated things, and given false evidence, as follows:

1st. On the 8th February 1851, Bapoojee gave his deposition at the Residency, in which he states, that about nine o'clock at night, the Baba having come up from the Shett, told him and Damodur to pay to Hurreya 20,000 rupees; on which the money was immediately

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taken out of the room and paid to Hurrya, who took it and placed it near the inner Jamdar Khona; but he does not exactly recollect when it was taken away. Damodur, in his deposition taken on the 9th February, states that Baba told him and Bapoojee about five or six o'clock in the evening, to pay the money to Hurrya, which they did between seven and eight. Here the principal man, the (killedar) keeper of the keys, states that the money was given about nine o'clock; the great discrepancy is consequently in the evidence of Damodur.

2d. Bapoojee has clearly avowed in his deposition above alluded to, that he heard from the servants of the firm talking among themselves, to whom and on what account this sum was given. In his former deposition, taken at the Residency on the 1st August 1850, but which has not been produced, it is stated that the Baba told him the circumstances. On questioning him on the subject, he replied that he must have forgotten the matter, but that his first deposition was the correct one. After his saying this, his first deposition was received as the true one. Even now he does not know on what account this money was paid; this he also asserted in his first deposition; and on being asked respecting his replies thereon, he answered that what he had stated (in his first deposition) was quite true. This point should be borne in mind, that in a case of such importance as the present one, the principal witness has three several times given his deposition, and each time told a different story; from this it is clear that his evidence is undeserving of credence.

3d. The above witness now states, that when he asked the Shett about this money, he replied that what the Baba had done was all right; but in his deposition of the 8th February 1851, he states that the Shett gave him no order to pay the money, that Baba Nafra had only given him instructions to do so; therefore what reliance can placed on his statements?

4th. The fact is, that the Baba about three years and a half ago turned this goomashta out of his situation, and he, with the hope of recovering his lost place, and also from the natural fears of his subordinate position, on the 1st August 1850, at the suggestion of others, gave his deposition in a faithless manner, and evidently with an eye to his own benefit. On the 20th of that very month he was reinstated in his situation. In February last his deposition was again taken. It should be borne in mind, that if his deposition had been taken in the usual manner at first, what necessity could there be to have it taken again in February? If by taking his deposition through the agency of the shereshtadar of Mr. Grant, it was intended to corroborate the testimony, I would ask, was evidence taken before the shereshtedar more to be relied on than that taken in the presence of the Colonel? From this I am of opinion that the Colonel had some doubt regarding this witness's first deposition, which is borne out by his second one in this manner: respecting the matter to support which this person's evidence was essentially requisite, he, in his February deposition, when questioned on the same point, entirely contradicts what he formerly had asserted; and the answer that he first gave is both indefinite and evasive. It appears that he has given this answer in order that his last deposition might not appear entirely contradictory of the false evidence he had given on oath on the 1st August 1850. Discrepancies occur in the depositions taken in August and February, and that of February,* and the evidence just now taken. On an objection being raised in the first instance, he pleaded forgetfulness, which is not true; because it is now a year since the first deposition in August was taken, whereas it is only six months since the last was taken; and when he can recollect circumstances after a lapse of six years, there is surely nothing to prevent his memory carrying him back six months. The sole purport is this; the two former depositions of this witness were taken on oath, therefore to expect to extract truth from him in the present investigation is a difficult matter; the Commissioner should give this his consideration.

* *Sic orig.*

5th. Domodhur Doolubh in his present evidence, as well as in his former deposition, states: that Baba never told him to whom or on what account the money was to be paid, but that the other witness, Bapojee, had informed him on the subject. He has now distinctly asserted that he never questioned the Baba on the subject; whereon the Colonel producing his deposition taken in the month of February 1851, he states that his first deposition is correct. In short, the remarks made by me above on Bapoojee's evidence, is almost entirely applicable to the present witness. In the above-mentioned deposition he states, that the money which Hurrea had placed outside the Shett's jamdarkhana, was taken away between eight and nine o'clock at night, but where it was taken to he did not at that time know. Regarding this, it is pretty certain, that if he saw Hurrea taking away the money, he as certainly asked him where he was taking it to. Another discrepancy appears in his evidence as follows: he says that on the death of his father, in the month of Ashar, Sumvut 1901 (July 1845), he obtained employment in the firm; and he now gives evidence regarding an item of a previous month, Veisakh (May); how that can be done I know not. In short, the evidence above alluded to, stating that the money was sent to Asharam's by Baba Nafra's orders, for the purpose of being paid to me, is entirely false, in support of which I consider this great proof. In this firm, instead of this being the sole item, and the only year in which there is a (leetee khata) blank entry, there are many other such items of expenditure entered in a similar indefinite manner from year to year. On questioning the two goomashtas regarding these items, they give ambiguous and evasive answers, and refer to the Shett and Baba for information. Is it probable that the Baba would specify in detail to these goomashtas, the person to whom, and the object for which, this amount was to be given? When a master secretly expends money, he, in order that it may not be made

made public, makes an indefinite entry in his chopras; and if it was the custom to acquaint the goomashta of such expenditure, then how does it happen that they have not been informed of the particulars regarding all the items?

Para. 6. It is written in the account of this item, that it was paid through Hurreea Khidmutgar, whose evidence has been taken. The following are my observations on this head:

1st. Hurreea states that Babajee and Damodur gave him the money after evening had set in; but this does not agree with the deposition of Bapojee taken in February 1851, which says that the money was paid at about nine o'clock (at the end of the first watch), he further states that he and a biggary took the money and placed it in a room in an old empty house, facing that of Baba Nafra's, and that since then a temple has been erected on that spot. Now there appears a very wide difference between this and the fact, because the erection of the temple on the spot in question had been commenced many months prior to this occurrence, and it is well known that in the month of Falgoon, Sumvut 1901 (March 1845), the idol was publicly installed in its place in the temple. Notwithstanding this fact, this evidence states that in the month of Veishakh, Sumvut 1901 (May 1845), the money was brought there, at which time he says there was no temple. From this it is quite clear that his statement, "that there was an empty house there," "that the Baba was standing there," "that the money was placed in a room of that house," and "that half an hour afterwards Asharam came there, and took it away in his gharry," is utterly false.

2d. In order to elicit some more falsehoods from him, questions were put, to some of which he replied, "I don't recollect," and to some, "I don't know," and to others "nothing of the sort occurred." In this manner, nothing can be extracted from him, whereby a clue can be obtained to prove the falsity of his evidence. From this it is evident that he has merely stated what he has been taught to say by some other person.

3d. Again, Hurree states that he and the Beggaree took the 20,000 rupees, which was contained in 10 bags, in six trips to the empty house opposite the Baba's. If this was the case, then who was in the empty house to guard the money so brought, while the remainder was being conveyed there by them, as they have stated, in six different trips? It was frequently the custom to convey such large sums of money from the Shett to the Baba's house, and it cannot be said that these sums were not sent through Narraen Ranchore's shop. If the Baba had caused this money to be brought to his house, it is most improbable that it would have taken place at night, and that a bazar cooly should have been engaged to accompany Hurree, and convey it in small quantities in successive trips, as Hurree states was the case. What was then to have prevented the Baba putting the money into a cart, and taking it from the firm to his own house? In short, it is quite clear that this story has been concocted to make it appear that this sum has been given as a bribe.

4th. Hurreea states, that when Asharam took the money away in his cart, that he accompanied it from the Baba's through the Goolho gate as far as my house. Now this and other gates of the "Warree" are closed at half-past seven in the evening, and the wickets at nine o'clock; and I am told that the keys of these are not kept at the gates. Therefore, at such a time of night, how would Asharam have possibly undertaken so dangerous a business, as to convey, unattended by sepoys or torchbearers, this money for about a mile, by so dreary a road, and outside of the town? Again if Asharam, after the money had been placed in the cart, had seated himself in it, what objection was there to his coming into the city by the direct road? The truth of the matter is this, this story has clearly been concocted to give authenticity to the fact that this money was clandestinely conveyed to my house.

5th. Hurreea has further deposed that Asharam came alone to the Baba's house, and that he put the money into his cart, and accompanied him as far as my house; but I would beg to call attention to the 8th para. of my present defence, which will shortly follow, in which it is stated that Asharam was not a person of that stamp who would go about unaccompanied; nor was it his custom to go alone to any one's house, without taking peons and attendants with him. He may sometimes have had occasion to go to the house of Hurry Bhugty, but I have never heard that he was in the habit of going to the Baba's. The Baba may possibly have come to his house. If it be the case, that Asharam not being able to trust any one, came alone at night, like a thief, unaccompanied by peons or attendants, to the Baba's house, and having taken the money therefrom, conveyed it to my house, is it likely that he would allow Hurreea, a menial and khidmutgar of Hurry Bhugty to accompany him? If from the circumstance of the Baba having sent Hurreea along with him, he may have looked upon him in the light of a trustworthy person, how is it that he was allowed to remain outside, and why did he not come inside to me? In fine, since Asharam is now dead, and there is no finding the Garreewan, and this item is most ambiguously entered in the firm's accounts, there is ample scope for fabrications of every description, and to any extent. Besides these two individuals, no other third party is shown to have had any connexion with the matter; had such been done, the falsity of the witnesses would have been exposed. From their fabrication, it is evident that they have concocted stories, in which the connexion of any third party in the matter might not be apparent, with the object of making the manifestation of bribery more complete, and that suspicions might thereupon be entertained against me. In this manner some one has most assuredly instigated them to give this statement, whereby no clue might be obtained as to the truth of their oral evidence.

In the first charge brought against me, this very man Hurreea appears as a witness.

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Para. 7. Poorshotum Bechur, a Beggary, is also another witness, to prove that the money was carried as far as Baba Nafra's house. The purport of his evidence is, that when they had made two trips with the money, it was about eight o'clock; this does not agree with Hurreea's evidence. He has also stated that the night of the 6th Veeshakh Shoodh* (which must have been moonlight) was dark. The other observations which I have to make on this witness's evidence will be found among my remarks on Hurreea's, which is equally applicable to this. This person says that he was only this once employed at Hurry Bhugty's as a day labourer; and it should also be borne in mind, that although his father died three years ago, he only now for the first time obtained employment at Hurry Bhugty's.

Para. 8. In the yad which was found, it is stated that the money above mentioned was given to Asharam Purbhoodass for payment to me regarding this case, and the reasons assigned for its having been paid to him are, that he was a personal friend of mine, and also that he was one of the arbitrators in the case; my reply is as follows:—

1st. Asharam Purbhoodass was formerly mamlutdar in the purgunnah of Parchole, Zillah Surat. The late Mr. Sutherland sent for him and appointed him mamlutdar of the Peitlad Mahal belonging to the Guicowar, which was sequestrated in the year Sumvut 1895 (A. D. 1839), where he remained till Sumvut 1897 (A. D. 1841), when the sequestration was removed, and the Mahal restored to his Highness. Afterwards, at the end of the year, when he had settled all the accounts, he would have had to revert to his former appointment, where a person had been put in temporarily to act for him; but his salary at Surat being small while at Peitlad, he had been in the receipt of 300 or 350 rupees per mensem, he did not return to it; upon this his (late) Highness, who had remarked the cleverness of his arrangements while employed at Peitlad, at the advice of the late Mr. Boyd gave him a situation in the Hoozoor on a salary of 400 rupees a month; afterwards he was deputed to superintend the district of Kurree, from which place he was summoned to the Hoozoor in the month of Poush, Sumvut 1899 (A. D. 1843), and another person was entrusted with the Kurree district, while Asharam was employed in the business of the Durbar; I was not in Baroda at the time of these occurrences, but I state them as I have heard them for the Commissioner's information, because it appears that the Colonel, owing to the misrepresentations of other parties, entertain suspicions that Asharam at that time enjoyed the support of my influence at the Durbar; but such is not the case. On the contrary, he held a high post at the Durbar in the month of Jesht, Sumvut 1900 (A. D. June 1844,) before I came to Baroda. About two years after this he died, but shortly before he expired he preferred a request to his late Highness, who in compliance therewith, and in accordance with the customs of the Durbar, granted his son a monthly stipend of 125 rupees, and the Colonel, from information he has received from other quarters, supposes that at my recommendation Asharam's allowance of 200 rupees was continued on to his son, but such is not the case. Asharam was in the habit of conducting the duties of the Durbar according to English customs, which was not approved of by Gunnesh Punt, Bhow Tambekur and other leading men; and it is well known that they entertained a great spite against him on this account.

2d. Asharam was formerly employed under the Company, and obtained certificates from Messrs. Malet, Boyd and Co. of having performed good service, copies of four of which, such as I have succeeded in getting hold of, I have appended to this defence, from a perusal of which it will be seen in what estimation he was held. He was originally a carkoon subordinate to me, and raised himself to a high situation in the same manner as many have done who have served under me, and who are at present employed in the Bombay Presidency, and with whom I maintain the same friendship on account of their upright conduct, as I then did with Asharam on account of his; instead of my regard for him being dictated by his irregular conduct, I never so much as heard anything to his detriment, and have invariably looked upon him in the light of an upright man, and consequently preserved my friendship for him, yet after coming here we did not keep up the habit of frequently visiting each other. I have never maintained any private intercourse with the Durbar officials or other people of high standing; Asharam, however, used to come and see me every month or two, and I always admitted him; Sir R. Arbuthnot is well aware of this fact.

3d. Asharam, by order of the late Guicowar, under whose authority he was, against his own wish, appointed an arbitrator on the part of Hurry Bhugty in the Punchayet then assembled. In the first six months they had only done about two months' work, when the Punchayet was put a stop to. Afterwards, when the proceedings were about to be resumed again, he (Asharam) fell ill and died, and another arbitrator was appointed in his stead, when the business was completed. From the above particulars it is clearly demonstrated that with the view of substantiating one of the indefinite items entered in the books of Samul Bhugty against me, the whole of the Baba's dufters were afterwards brought from his house, and in order to extract something therefrom to establish the charge of bribery against me, the examination of them was commenced at the Residency, which fact is proved from the evidence of Succaram Mookund; and the reason of bringing forward the name of Asharam in this case, is with the evident intent, that he being now dead, no proof may exist regarding it, and consequently suspicions be still kept up against me. But this constitutes no proof.

Para. 9. It appears that the depositions of Goomashta Bapoojee and others were taken at the Residency through Mr. Grant's shiristedar. With reference to this I beg to state, that

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that I have heard that Mr. Grant is a liberal patron of Baba Fudkey, and that when that gentleman came from Bombay to Baroda, Fudkey, who was then there, accompanied him, and he may have prejudiced him against me. That gentleman remained here 15 or 17 days, at which time he probably drew up the report, which has been recorded in the first charge. In the same manner the Colonel showed him the proceedings of this case, summoned all the witnesses before him, and instituted a fresh investigation into the matter in his presence. The object of this was to strengthen the evidence of the former inquiry, and there were many popular rumours abroad at the time, that Mr. Grant had recommended Fudkey very strongly to the Colonel, which reports reached me at Ahmedabad. The reason of my stating this circumstance is, that up to the present day I cannot in the smallest degree comprehend the reason of the Judicial Commissioner's inteference in this case; I have also heard that evidence regarding my handwriting on the fifth charge, taken in that gentleman's presence, has been received; I therefore mention this circumstance.

Para. 10. That the Commissioner might at once entertain a suspicion of my being guilty of having received a bribe, the Colonel in the very outset of these proceedings has stated in his opening address, that "my object in coming here on a reduced salary, was to accumulate wealth. If such was not the case, then why did I not apply for a situation at Ahmedabad or any other station?" My reply to this is as follows:—

1st. Being worn out with the fatigues of travelling for 12 years with the establishment of the Revenue Commissioner, I got an attack of pulmonary consumption.* Being much troubled with this complaint, I became helpless, and as there was no hope of getting a good pension, the Warden Official Fund having been closed, I wrote to Government, and stated that unless I got a situation which did not call for my moving about, and at the same time less onerous, that I could not perform my duties with ease, and requested that I might be allowed to draw the pay I then received at Baroda; and that if that was not conceded, that I might be allowed two years' leave for the recovery of my health, or that I might be allowed to retire on the pension I should be entitled to after 30 years' service, although I had only then served 25. To this I received a reply, refusing my two last requests in toto; and in reference to my first, I received written intimation that they had determined upon reducing the pay of my former situation 100 rupees per mensem, and increasing the pay of the Baroda appointment to a similar extent. Thereupon considering that I should not be able to obtain another situation with less work, and requiring no moving about, and also bearing in mind the advantage I should reap from not having to endure the fatigues of travelling, and that there were but few expenses, I accepted the appointment in the hope that, by acting in accordance with my usual custom, my detestation of avarice, and favouritism might be upheld, and continued in this, the Political Department here, and my reputation thereby enhanced, so that at the time of taking my pension Government might be induced to take this into their consideration. I did not come here when so short a period of my term of service remained to be completed, to enter upon a course of conduct which would cast a stigma upon and bring into disgrace that high character and reputation which I had formerly acquired with Government, after so many years of toil and exertion, and thereby entail the utter ruin of my prospects, both in this world and the world to come. Through my evil destiny, no one gentleman has continued here for any length of time; they were constantly being changed, and my hopes have been thereby frustrated; and the Almighty, to punish me for my pride, has, without any cause, reduced me to such distressing difficulties. The certificates of the gentlemen under whom I have served since my arrival here, are noted at the end of this defence, from a perusal of which it will be apparent, that since I have been in this department I have conducted myself in the same manner as I did formerly. With the exception of the Colonel, up to the present time, no gentleman has ever imputed impropriety of conduct to me. Being only mortal, it would be presumption in me to say that I have never erred in matters of business; but I can safely say that I have never been guilty of fraud, deceit, or betrayal of confidence.

* Asthma.

2d. A few days after my arrival here, being disappointed in the place, I used my utmost endeavours to get relieved, and applied to the late Mr. Escombe, Secretary in the Judicial Department, to obtain the fixed appointment of Principal Sudder Ameen, but as there was no vacancy at that time, I did not succeed in getting it. Afterwards, being much disgusted with this place, I tried, although there is a deal of labour in the Revenue Department, all I could to obtain the appointment of dufturdar, at Ahmedabad, regarding which I have at the present time in my possession, a private letter from Mr. Pringle, late Chief Secretary to Government, dated 20th June 1847, a copy of which I have appended to this defence, from which the whole of the above particulars will be seen. I afterwards preferred another application, through the late Judge, for the appointment of Principal Sudder Ameen at Surat, but without success; copies of the papers in support of this are also herewith appended. The fact is, since I have been here, I have held no improper intercourse with any one; but have limited my expenses to what I have honestly obtained, and acted in a thoroughly upright manner. Therefore, those people who are dishonestly inclined, finding their interest ruined in many ways, entertain a spite against me, and use their best endeavours to effect my ruin. By enlarging on this topic, what advantage can I hope for? Whatever the Almighty may impress on the heart of my Judge, I will put my trust in; such confidence do I place in my integrity.

Para. 11. As Baba Nafra has not given his evidence in a satisfactory manner, he has thereby afforded just grounds for me to entertain suspicions that he is in some way con-

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nected with this matter. I therefore am impressed with the idea that if the books of his shops, carried on in the names of Purshotum Runchore, and Naraien Runchore, were submitted to a strict search, that proofs, if there be any, would more than probably be discovered. I request that I may be allowed to look at the books of these firms, from the Sumvut 1901 (A. D. 1845), as also those of the firm of Parukh Hurry Bhugty for that year (1901,) in order to discover whether the item in question has ever been carried to account again.

Para. 12. From the above particulars, all will be made known.

The following is a list of vouchers which it is requisite to produce in this case.

PAPERS:

1. The correspondence which passed between the assistant in charge of the Residency and the arbitrators, in the suit between Meiral Bhugtee and the Shastrees regarding putting certain questions to the sowcars of Baroda.

These papers should be produced from the Residency Records, where they at present are.

The following papers are given in with this defence.

Copies of the English certificates granted to Asharam Purbhoodass.

Four copies of letters (applications and replies) which passed between Government and myself regarding the appointment of native agent at Baroda.

Copies of the English certificates which I received from Sir R. Arbuthnot, the late Mr. Andrews, and Captain French.

Copy of Mr. Pringle's English letter to me.

Three copies of English documents, viz., my petition to Government, dated 8th June 1848, and their reply regarding the appointment of Principal Sudder Ameen at Surat, &c.

The above documents should be recorded.

Dated Baroda, Thursday 31st July 1851 (Shrawun Soodh 3d, Sumvut 1907).

(signed) *Nursoo Luxoomun,*
Late Native Agent, Baroda.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(G.)

ON giving over charge of this Purgunnah (Parchole), I take the opportunity of testifying to the uniform zeal and assiduity shown by the komasdar, Assaram Purbhoodass, in the performance of his duties; he afforded me the greatest assistance in the settlement of the new assessment of his purgunnah, and from the intimate knowledge of revenue business then displayed by him, I am certain that any promotion granted to him by Government will not be conferred upon one that is undeserving.

(signed) *Henry Liddell,*
Surat, 30 September 1838. Acting P. A. Collector.

THIS is to certify, that Asharam Purbhoondass, late komasdar of Purchole, served under me for a period of 5 ½ years, during the whole of which time he gave me great satisfaction. He is an active, intelligent, and well-informed revenue officer; and I had the pleasure of bringing his services to the special notice of Government in my Revenue Report for 1837–38.

(signed) *J. Vibart,*
Bulsar, 14 May 1839. Late Principal Collector of Surat.

THIS is to certify that Asharam Purbhoodass has served under me as mamlutdar of the sequestrated district of Pitlad from the 5th November 1838 till now, and loses his appointment on the restoration of the purgunnah to his Highness the Guikwar. I have had every reason to be satisfied with his conduct; he has been left in charge during my absences from the districts, once for six months, and two other times for three months each, and I have never had a complaint against him, or any reason to find fault; his zeal and assiduity, guided by an intimate knowledge of revenue affairs, have been unremitting, and I consider him a most valuable revenue servant.

(signed) *A. Malet,*
14 February 1841, Pitlad. Political Agent, Pitlad.

MY experience, as far as it goes, warrants me expressing a similar opinion of the merits of Asharam to that given by Mr. Malet.

5 May 1841, Baroda. (signed) *W. S. Boyd,* Resident.

PETITION from *Nursoo Laxmon*, Dufterdar in your Office, to *R. K. Pringle*, Esquire, Revenue Commissioner, Northern Division.

Humbly showeth,

That he has served Government well and faithfully, to the best of his ability, for a period of 25 years, 11¼ of which have been in this department, continually travelling. In the course of this severe service he has contracted an asthmatic affection and pain in the chest, which is becoming more and more severe; he has consequently had an intention for some months past of applying to Government for its sanction to some arrangement for his relief, but deferred doing so from reluctance to trouble you, so soon after your appointment to this office, with a representation of his unfortunate case.

2. Recently, however, a situation having fallen vacant under Mr. Boyd, the Resident at Baroda, your petitioner made application to that gentleman, requesting he would remember your petitioner on the occasion of filling it up; on which Mr. Boyd wrote to you, stating that the salary of the vacant situation at Baroda being only 300 rupees per mensem, your petitioner being at present in receipt of a monthly salary of 500 rupees, would, by accepting it, subject himself to a loss of 200 rupees; your petitioner personally intimated to you his views in reference to this matter, and obtaining your permission, took occasion to visit and make known the same to Mr. Boyd, at Baroda, viz., that the pay of his present situation is only 300 rupees, and that the other 200 rupees is an extra personal allowance to him, 100 per mensem having been granted by Government to your petitioner as a special reward for his past services; at the same time that a palanquin and a honorary dress were confirmed on him, with an allowance of 600 rupees per annum for the support of the former (*vide* Government letter, No. 2947, dated 10th October 1833, T. D. R.) and the other hundred rupees on account of long service as a dufterdar, according to the regulation of Government; that your petitioner understood that these personal allowances would be continued to him in whatever Government situation he might hold, as they do not necessarily appertain to the appointment he fills, and the mere fact of his possessing them would confer no title on his successor in this office to the same; that the practice, moreover, in such cases would preclude it. He requested, further, that Mr. Boyd would make application to Government in his behalf, to confer on him the situation in question, with the continuance of the extra allowances of 200 rupees. In reply to this, Mr. Boyd stated that there could be no objection, as regards the honorary allowances being enjoyed by him, wherever he might serve; but though, in his opinion, the other 100 rupees allowed for long service should also be continued under similar circumstances, he could not say what Government might think on this head, or whether they would sanction it. Your petitioner begged Mr. Boyd would, at all events, mention his name to Government; and stated that he had no doubt you would also be pleased to forward his views.

3. Your petitioner therefore humbly begs to represent that as he is now physically incapable of continuing, as in this department, to endure all the hardships attending a life of almost constant travelling, he wishes to settle down in some situation where he might hope, with the advantages of rest and climate, to renovate his impaired health; that the situation in view appears suitable in these respects, if his present pay were made up to him by the continuance of the personal allowances above alluded to.

4. Your petitioner humbly deprecates the assumption that he desired the change from motives of mere indulgence; he values the respectability of his present appointment, and appreciates the honours already and so frequently conferred upon him too highly to be influenced by any such unworthy motives. You must have observed how unfit he has become for the active duties of this laborious situation; and since his desire for a change emanates not from any want of will on his part to serve here longer, he trusts that the accomplishment of his object may not be allowed to entail loss on him, as if brought about by any impropriety or fault of his own; much less can his motives be doubted when he states that, were he to continue to serve as a dufterdar for only two years and a half longer, he would then become entitled to an increase of 100 rupees per mensem to his present salary. Under no circumstances, therefore, would there be any additional expense to Government.

5. Your petitioner would further respectfully submit, that should he accept of a situation of lower salary than what he receives at present, and should he eventually be obliged to apply for a pension, he would in that case have to receive a smaller amount than what, under the rules, he would now be entitled to, since the rates are fixed from an average of the salary during the last five years of service; should your petitioner, as another alternative, apply to retire at once on a pension, the amount which the rules would yield him would be but a trifle, and thus from circumstances over which he has no control he would, if Government leave him such a resource, be involved in great difficulties and distress; and considering that he is only 44 years of age, and a settled situation, and the necessary remedies would, in all human probability, tend to renovate his health, it would be imprudent in him to adopt such a step; and he trusts that Government will relieve him from the necessity of so doing, by treating him with the same liberality and kindness it has always done.

6. After this statement of his case, should Government be pleased to decide against your petitioner's request for a continuance to him in the situation for which he has applied at Baroda, of the extra allowance of 200 rupees a month, which he now receives, he has then

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but two alternatives, one or another of which he trusts may meet with the favourable consideration of Government, viz. that, with the view of re-establishing his health, he be allowed leave of absence for the period of two years, retaining his present situation, and the full pay of the same, which request will be the less unreasonable when your petitioner mentions that during the whole period of 25 years' service he has not had so much as three months' leave; otherwise, if he must fall back on the last alernative of retiring altogether, your petitioner humbly solicits that Government, considering the (both mentally and bodily) laborious duties on which he has been employed, and which have aggravated, if they did not originate, his present impaired state of health, will grant him the indulgence of permitting his pension to be calculated at the rate laid down for a period of 30 years, instead of 25, the time your petitioner has actually served.

7. Appreciating most gratefully as he does the many honours and favours which the Government have from time to time conferred on him, it is with a reluctance, swayed by only the most imperative necessity, that your petitioner ventures to solicit this one more act of consideration, he earnestly trusts that the validity of the grounds hereof will be apparent to you, and relies on your kindness to urge the justness of them on the attention of Government.

And he will, as in duty bound, ever pray.

Aleena, 14 December 1843.

No. 249 of 1844.

To *Nursoo Luxmon Rao Bahadoor*, Dufterdar, Revenue Commissioner's Office, Northern Division.

Sir,

In reply to your application, dated the 14th December last, requesting permission to accept the situation of native agent to the Baroda Residency, I have much pleasure in forwarding, for your information, copy of my letter (dated the 15th idem, No. 1293) to Government, and of Mr. Chief Secretary Reid's reply, No. 617, dated the 20th ultimo.

I have, &c.

(signed) *R. K. Pringle*,
Revenue Commissioner, N. D.

Revenue Commissioner's Camp, Ahmedabad District,
Bhutwa, 6 March 1844.

No. 1293 of 1843.—Territorial Department, Revenue.

To *L. R. Reid*, Esquire, Chief Secretary to Government, Bombay.

Sir,

1. I have the honour to submit, for the favourable consideration of Government, a petition from Nursoo Luximon, the dufterdar of this department.

2. The objects and wishes of the petitioner are fully set forth in the petition. It states that his health is so much impaired that he feels himself no longer able to undergo the fatigues of his present office, and that the Resident at Baroda having offered him the situation of native agent to the Residency, he would be desirous, with the permission of Government, to accept it, provided he could be allowed to do so, retaining the (200) two hundred rupees per mensem, by which his present salary exceeds that of the agent's situation; of this sum (100) one hundred rupees is stated to be a personal allowance conferred upon him, as a reward for good conduct by Government, with the sanction of the Honourable the Court of Directors, and (100) one hundred rupees allowance, to which he had become entitled by the rules of the service from his period of servitude as dufterdar. He dwells on the heavy sacrifice which the loss of these allowances would occasion to him, and prays that Government would, in its liberality, continue them as a special case, in consideration of his long and faithful services in his present responsible situation, the fatigues of which alone have incapacitated him for the further performance of its duties. He also expresses his hope that his acceptance of an appointment of inferior salary may not be allowed to operate to his disadvantage in the adjustment of the terms of his pension, if one should ever be granted to him. He concludes by submitting other requests, which in the event of the above being considered inadmissible, he would feel himself reluctantly obliged to prefer.

3. It will be for the Honourable the Governor in Council to determine how far these requests can be complied with. If there should be no objection to Nursoo Luximon's accepting the situation which has been offered to him, I can only say, that although his services would be much missed in this department, where his experience has made him very useful, his statement as to the infirmity of his health incapacitating him for a longer endurance of its fatigues, is, so far as my observation goes, but too true, and under such circumstances, I should be sorry to offer any impediment to his transfer to a less laborious situation.

4. The

4. The character and services of Nursoo Luxmon are well known to Government, and repeated testimony has been borne to his merits by my predecessors, to which I have only to add, that in my shorter acquaintance with him, I have had every reason to be satisfied, and to consider him worthy of any indulgence which, in reference to his present petition, Government may, in its liberality, be pleased to extend to him.

I have, &c.
(signed) *R. K. Pringle,*
Rev. Commissioner, Northern Division.

Revenue Commissioner's Camp, Kaira Districts,
Aleena, 15 December 1843.

No. 617 of 1844.—Territorial Department, Revenue.

To *R. K. Pringle,* Esquire, Revenue Commissioner, Northern Division.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 1293, dated the 15th December last, handing up an application from Nursoo Luxmon, the dufterdar of your department, for permission, in consequence of ill health, to accept the appointment of native agent to the Residency at Baroda, and to retain the (200) two hundred rupees per mensem by which his present salary exceeds that of the situation of agent.

2. In reply, I am instructed to acquaint you that it was recently decided in the Political Department, on Mr. Boyd's application for the services of the dufterdar of Khandeish, that he could not take his superior salary with him, and that this decision is applicable to the present case.

3. An allowance, granted as a reward for services performed, may perhaps, I am desired to observe, be deemed personal, and to be held in addition to the pay of any situation which the grantee may hold. But the periodical increases to the dufterdar's pay, according to their length of service (under the rule of the 15th of March 1824), cannot be so considered.

4. Nursoo Luxmon draws 500 rupees per mensem, that is, 400 rupees as dufterdar of more than 10 years' standing, and 100 rupees as a personal allowance, granted on the 10th October 1833, which latter sum should, the Governor in Council imagines, be continued to him above his salary so long as he remains in the public service, and whatever appointment he may hold; the allowance of (50) fifty rupees per mensem for a palanquin, granted to him on the same date, is, his Honor in Council presumes, a life grant, and to be held without reference to his being in service or a pensioner.

5. It would, his Honor in Council considers, form an inconvenient precedent to grant pensions otherwise than as laid down in the rules, that is, on the average salary of the last five years; at all events, Government cannot pledge itself to do so; but each case should be treated as it may arise, on its own merits.

6. The Governor in Council cannot entertain either of the propositions made by the dufterdar, that he be allowed leave of absence for two years on full pay, or that his pension may be calculated as though he had served 30 years instead of 25 years.

7. It is not to be forgotten that this individual holds a village rent-free, for three lives, calculated to produce him a yearly income of (1,200) one thousand and two hundred rupees.

I have, &c.
Bombay Castle, 20 February 1844. (signed) *L. R. Reid,*
Chief Secretary.

(True copies.)
(signed) R. K. Pringle,
Revenue Commissioner, Northern Division.

THIS is to certify that Nursing Rao Luxmon has served under me as native agent for the period of 10 months, since I have been Resident at Baroda. The high character which he has already established as a man of business and deserving of the confidence of Government, makes it hardly necessary for me to say anything on this subject. I have much pleasure now in adding my testimony to those he already has, of his abilities as a public officer, and of the prudence and judgment with which he conducts his duties in his present situation.

Baroda, 27 April 1846. (signed) *R. K. Arbuthnot,* Resident.

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My dear Nursooba,

I CANNOT leave Baroda without thanking you for the valuable assistance that you afforded me as native agent during the period that I acted as Resident. I was indebted to you on several occasions for valuable information, and the talents, zeal and fidelity with which you discharged the duties of your responsible and delicate office afforded me the greatest satisfaction, and much facilitated my discharge of my own duties.

Wishing you health and prosperity, and that you may live long to enjoy the honourable rewards bestowed on you by the Government that you have so long and so faithfully served,

Believe me, &c.
(signed) *W. C. Andrews,*
Late Acting Resident.

Baroda, 31 May 1847.

NURSOO PUNTH has been native agent of this Residency during the period I officiated as Resident, or from November 1848 to April 1850 inclusive.

I found him in all respects a most excellent man and public servant; in nothing did I find him wanting.

(signed) *P. T. French,*
Acting Resident.

Baroda Residency, 1 May 1850.

Nursoba,

IT is now a considerable time since I received your letter of the 15th May, and accompanying memorandum, which other occupations have prevented me from acknowledging sooner.

I feared at the time you did it that you were committing an error in changing into the political line, and I am sorry you have now found it to be so. I am inclined to think that in your delicate state of health, you would now best consult your own comfort and respectability by retiring on a pension; if, however, you wish to return to the revenue line, and the dufterdarship of Ahmedabad should become vacant, I see no objection to your applying for it, in which case your experience and former services would give your application a strong claim to attention. I have not heard lately of the present dufterdar of Ahmedabad intending to retire, though, I believe, he has often spoken of it. I showed your letter to Mr. Reid, who agrees with me on the subject of it.

I remain, &c.
(signed) *R. K. Pringle.*

Dapoiee, 20 June 1847.

To the Right Honourable Viscount *Falkland,* Governor and President in Council, Bombay.

The humble Petition of *Nursoo Luximon,* Native Agent of the Baroda Residency,

Most humbly showeth,

YOUR petitioner most respectfully begs to represent his services, and requests your Lordship in Council will take them into favourble consideration.

Your petitioner has been in the service of Government from the year 1818, always holding most important appointments. He has served as carcoon and sheristedar in the Ahmedabad Collectorate for six years; as a mamlutdar in the Kaira for upwards of six and a half years, during which time, when calls have been made from Government for an immediate settlement of the Broach zilla; he was also engaged by the Collector of Broach as dufterdar in the Surat Collectorate for one year, and as dufterdar in the Revenue Commissioner's office for 12 years, with zeal and fidelity, for which he bears strong testimonies, which have been placed from time to time on the Government records, as well as tokens of Government favour. The period of his service in the Revenue Department 25 years and eight months, which added to those in the political one, in which he holds his present appointment, makes a total servitude of nearly 30 years, which he presumes Government will deem deserving to take notice of.

Disgusted with the travelling which your petitioner had had for a continued period of 12 years, and his health not permitting any more, he thought best to solicit his master to transfer him to a stationery appointment, of the same rank with usual eagerness as a man of 45 years of age. When the appointment of native agent of the Baroda Residency became vacant Government kindly granted it to him. There has been a loss of *Rs.* 126. 8., including exchange, the pay rules of 1826 in the Revenue Department not being applicable to the Political one; your petitioner, however, accepted it, with a conviction that Government will take his services into its kind consideration at some future period. He has been in vain thinking to apply to Government for such a place as will make up his loss, until now. Hearing that the appointment of principal suder ameen at Surat has become vacant, owing to Aidaseer's having retired on a pension, your petitioner most respectfully solicits that, Government having a regard to his former services, and in consequence of his bad health he was obliged to accept his present appointment, with a loss of upwards of 100 rupees from want of any suitable vacancy, will kindly confer it on him, and promote his views of serving Government in the Judicial Department before retiring on a pension.

A list

A list of testimonials mentioned in the 2d para., and which are on the Government record, together with copies of certificates of his services in the Political Department since 1844, which have not been submitted to Government before, is now forwarded for the information of Government.

And your petitioner, as in duty bound, will ever pray.

Baroda, 8 June 1848. (signed) *Nursoo Luximon*, Native Agent.

A List of Letters recorded in Government.

1. Letter addressed by S. Williamson, Esq., dated 26th June 1826.
1. Ditto - - ditto - - ditto - - 23d March 1830.
1. Minute made by Sir J. Malcolm, under date 23d March 1830.
1. Certificate of E. B. Mills, Esq., dated 11th August 1831.
1. Letter addressed by W. Stubbs, Esq., dated 17th June 1832.

The above letters have been submitted by S. Williamson, Esq., with a letter dated 27th September 1833.

1. Letter from Government granting a Palanquin, with honorary dress, under date 10th October 1833.
1. Letter addressed to Government by S. Williamson, Esq., Revenue Commissioner, under date 21st November 1838, requesting to confer an enam of a village, and the reply thereto, of the 30th May 1840.
1. Letter addressed by J. Vibart, Esq., Revenue Commissioner, dated 8th May 1841.
1. Letter addressed by W. Simson, Esq., Revenue Commissioner, dated 28th February 1843.
1. Letter addressed by Mr. Pringle, Revenue Commissioner, dated 26th March.

To *W. C. Andrews*, Esq., Judge and Session Judge, Surat.

Honoured Sir,

I most respectfully beg to enclose an application to the address of Government for the vacant place of the Principal Sudder Ameen at Surat, and humbly solicit that you will kindly forward it, with such recommendation as will insure my appointment.

Expecting favourable reply,

I remain, &c.

Baroda, 8 June 1848. (signed) *Nursoo Luximon*, Native Agent.

No. 291 of 1848.

To *Rao Bahadoor Nursuba Luximon*, Native Agent, Residency, Baroda.

Sir,

In reply to your letter, dated 8th June last, submitting a petition to the Right honourable the Governor in Council, I have to inform you, under instructions from Government, dated 28th instant, that the appointment you solicited therein has been filled up.

I am, &c.

Court of Adawlut, Surat, 31 October 1848. (signed) *W. C. Andrews*, Judge.

(H.)

Translation of a Copy of a Yad, No. 67.

Memorandum to Mr. *Ogilby*, Acting First Assistant Political Commissioner in Guzerat, and Resident at Baroda in charge, from *Meer Surfaz Ali*, Umpire, in Soorsun Kumus Arbayen Miyaten Wuluf.

There is a dispute between Myral Bucktee, as plaintiff, and Bheema Shunker Gungadhur Shastree, as defendant, on account of their firm, upon which it was written, directing that questions should be sent to sowcars of Baroda, to inquire into it; and it appeared in the course of inquiry what questions should be asked; the witnesses were examined, and there were questions to be submitted to sowcars for their opinions. I then desired the arbitrators

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on the part of the defendant to sign them, but they did not sign the questions; I then told them that if they had any more questions to ask, they should write them, and I would sign them, but they would not write any questions nor sign the paper, so I have signed the questions and given them to sowcars, and have sent a copy for your information.

Vyak Sood 4, Sumvut 1901 (A. D. 10 May 1845.)

Kundurow Amrut.
Wamumrow Dhondew.
Meer Surafraz Ali.
Asaram Purbodas.

Translation of Enclosure in (H.)

QUESTIONS from Meer Surafraz Ali, the Umpire, to be put to Meiral Suckedass and six others, regarding the Customs of Merchants and others.

1. IF two or three persons together make a firm in partnership, then is it usual to divide profits according to their share of the profits, or how? If there be profit or loss, is it borne according to their shares of capital, if unequal, or how?

2 If people have established a firm, and two or three years after another obtains a share in it, should his share be calculated from that day, or from the establishment of the shop?

3. All firms obtain interest, premium, &c., then having deducted the sowcar's interest, &c., do they consider the balance of that only profit, or do they consider the whole produce to be profit?

4. Should it be written in any deed regarding the profits of a firm that, without deceit every year, half the amount should be paid to such an one; what would be the meaning of that among your people?

5. If two or three sharers should write a deed, that we have such and such shares in the firm, what would be the purport of that?

6. If any one had agreed to give another anything out of his trade, and having taken in another partner they agreed to carry on the shares as before agreed on, then the firm being in the name of those parties to the original agreement, and the owner became responsible to the person with whom he made the agreement, would the man then, according to your custom, be answerable to his co-partner, or how?

7. If there are three partners who carry on a firm in the name of two of them, and after the firm is closed, those in whose name it stood, having made some remission to a creditor recovered the balance from him, should they be answerable to the third partner for the remission, or how?

Thus having the read the above, be good enough, relying upon God, to send answers of what is the custom of sowcars. Sumvut 1901, Vysak Sood 4th (A. D. 10 May 1845).

(Copy taken 10 May.)

(signed) *Kunderow Amrut.*
Wamunrow Dhondew.

TRANSLATION of Second Enclosure in (H.)

MEMORANDUM of Questions sent on behalf of Myral Bucktee's Firm to Sowcars, for Answers regarding their Customs, as below.

1. IF in any paper regarding partnership there is mention of profit, and in it it is agreed that annually, without deceit, one-half should be given to the authorities, what should be the meaning of this according to your custom?

2. If there are two or three shares, and it is mentioned in a document that the transactions are with so-and-so's shares, what would that mean?

3. If any one in any trade should agree to give so much profit to such an one, and after that they should give some one else, and agree that they were to carry on according to their former agreement; then according to the first agreement, would the original partners be answerable among sowcars, to the party they subsequently joined with them, according to hisshare, or how?

Take answers to the above questions: Sumbut 1901, Vysaksood 2d (8 May 1845). Written by Bechurbhaee Samuldass.

(signed) *Bheekajee Rughoonath,*
Marratta.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Puot.

(I.)

TRANSLATION of a Yad and its Enclosure, received at the Residency 12 May 1845.

MEMORANDUM to Mr. *Ogilvy*, Acting First Assistant Political Commissioner in Guzerat, and Resident at Baroda in Charge, from *Bickajee Rugoonath* and *Wamunrow Dhondeo Sate*, on behalf of Bheema Shunkur Gungadhur.

THAT between Meer Surfraz Ali and Asaram Purbaedas, arbitrators on behalf of the plaintiff and ourselves, there has been a misunderstanding, and we write as follows for your information:

Para. 1. That the four arbitrators together, on the 7th May 1845, in their memorandum, suggested that the bankers from the city should be called upon, and the arbitrators' intentions are therein set forth, that the cause for collecting these bankers was because the arbitrators had something to ask them, and that it was the business of the arbitrators and not of the parties.

2. When the bankers were collected on the 8th instant, we asked the plaintiff's arbitrators to fix what the bankers were to be asked, upon which they said that if the parties had any questions to ask they should be written down, and then they would ask questions on them. We then said that as we had collected the bankers, it was for us to decide what questions should be asked, and that if the parties had any witnesses to produce we could take them separately; upon that, those arbitrators said they would bring their evidence at once. We then asked the plaintiff, Baba Nafra, to propose any questions he had to ask. Upon that Baba Nafra gave a memorandum, and upon that the plaintiff asked the bankers three questions. Copies of which are annexed.

3. It is not a proper course that the arbitrators should collect the bankers together, and the plaintiff gave no motion for questions. But when the plaintiff is satisfied, and puts questions to the bankers, those questions appear to us useless, as follows:

1st. To weigh the above two questions and to decide them has been entrusted by the authorities to the arbitrators, and the arbitration has been going on for six weeks, and if they should ask these bankers questions of other merchants, what have the arbitrators to do? and if other bankers are to be instructed as these have been, about 60 papers filed, they will have to understand all these, the same as the arbitrators do themselves, which will lead to endless disputing.

2d. The third question is about merchants' customs, and is of the nature of evidence, but does not apply to this case, as the plaintiff's suit in this case is to recover a share of some money received in consequence of the second para. of a sunnud from the Guicowar, and the inquiry the arbitrators have hitherto carried on has been, whether the money was received or not in conformity with that para., and further inquiry is to be made, and a decision in conformity with it; and according to clause 2, sect. 36, Regulation IV. A. D. 1827, this evidence would be of no use in this case.

Thus we have written these 3 paras., and request you to consider them and decide; and in accordance with that we will act.

Beckajee Rugonath Marratta.
Wamunrow Dhondeo Sate.

10 May 1845.

New para. The plaintiff's arbitrators have put seven questions to the bankers, and have sent them to the Resident for his information, and they asked us if we would sign them; we said that there was something to be added and to be struck out of them, and that we had some questions to be omitted, and that they should therefore alter them as we suggested, but they would not listen, so we did not sign their memorandum; we have some questions to put to the bankers, upon those put by the plaintiff's arbitrators, so be good enough to direct that our questions be put first.

Dated as above.

Beckajee Rugonath Marratha.
Wamunrow Dhondeo Sate.

I have called the above arbitrators before me and questioned them, and asked what was their intention about altering the questions put by the plaintiff's arbitrators, and they said they would give a separate memorandum on the subject; so when that memorandum is brought it will be considered.

Dated 12 May 1845.

Enclosure in the above Memorandum from the Defendant's Arbitrators, Bickajee Rugonath Marratha and Wamunrow Dhondeo Sate.

THAT the memorandum given by the plaintiff's bankers should be altered and struck out in our opinion, as follows:

To the first question should be added, "or if there has been a written agreement, should the shares be paid according to that, or how"?

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Second question, should be added, "If, when the firm was established, the partners made an oral agreement about the shares, and two years after a written agreement was made, and management carried on in that way for many years, then should the written agreement and management be upheld or not"?

To the third question should be added, "or when any debtor gets remissions from a banker, then, if he has obtained premium and interest to a larger extent, does he get remission on all that, or how"?

The arbitrators are set to decide the 4th and 5th questions, so it is for them to consider them, and not to ask from Banians the meaning of Marrathee papers.

There is no occasion for the 6th and 7th questions, as the force of the second para. of the sunnud is to be considered. This will inform you.

Dated Vysak Sood 6th, Sumbut 1901 (12 May 1845).

Beckajee Rugonath Marratha.
Wamunrow Dhondeo Sate.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(J.)

MEMORANDUM to *Meer Surfraz Ali* and *Bheckajee Rugonath*, Maratha Umpires, from the Assistant Resident in Charge.

THAT your memoranda of the 10th May 1845, regarding the misunderstanding which has occurred between you as arbitrators in the suit brought by Myral Bucktee against Bheema Shunkur, Gungadhur Shastree Motalik, regarding their Potdaree firm, on the subject of questions to be put to bankers at Baroda, have been received, and the defendant's arbitrators further gave a supplemental memorandum on the 12th, and having considered them, I send a separate paper with my opinion on the several questions, and from that the arbitrators of both parties will be informed.

Dated Vysak Sood 8th, Sumbut 1901 (14 May 1845), at the Residency, Baroda.

(signed) *T. Ogilvy,*
First Assistant Resident.

MEMORANDUM of Seven Questions put on behalf of Myral Bucktee by the Arbitrators to Meyral Suckedass, &c., Bankers of Baroda, received with a Memorandum, dated 10th May 1845; and upon that Bheema Shunkur, Gungadhur Shastrees, Arbitrators, on the 12th May sent a Memorandum of Additions, Alterations, and Omissions to be made in them.

Questions put by the Plaintiff's Arbitrators.	*Objections raised by the Defendant's Arbitrators.*	*The Assistant Resident in Charge's Opinion.*
1st. If two or three persons together make a firm in partnership, then is it usual to divide profits according to their share of the profits, or how. If there be profit or loss, is it borne according to their shares of capital, or how?	To the 1st question should be added, "or if there has been a written agreement, should the shares be paid according to that, or how"?	1st. It appears right that what the defendant's arbitrators wish should be added.
2d. If people have established a firm, and two or three years after another obtains a share in it, should his share be calculated from that day, or from the establishment of the shop?	2d question should be made, "if when the firm was established the partners made an oral agreement about the shares, and two years after a written agreement was made, and management carried on in that way for many years, then should the written agreement and management be upheld, or not"?	2d. Write the addition proposed.
3d. All firms obtain interest, premium, &c.; then, having deducted the sowcar's interest, &c., do they consider the balance of that only profit, or do they consider the whole to be profit?	To the 3d question should be added, "or when any debtor gets remissions from a banker, then if he has obtained premium and interest to a large extent, does he get remission on all that, or how"?	3d. Write the plaintiff's arbitrators question; and as that by the defendant's arbitrators is not to the point, write theirs as the 4th question.

Questions put by the Plaintiff's Arbitrators.	*Objections raised by the Defendant's Arbitrators.*	*The Assistant Resident in Charge's Opinion.*
4th. Should it be written in any deed regarding the profits of a firm that, without deceit, every year half the account should be paid to such an one, what would be the meaning of that among your people?	The arbitrators are set to decide the 4th and 5th questions; so it is for them to consider them, and not to ask from Banians the meaning of Marathee papers.	4th. That this is the plaintiff's question, does not appear from the arbitrator's memorandum, or the question itself; but the defendant's arbitrators say it is, and that it and the 5th question are regarding the meaning of Marathee words, and therefore not to be put to bankers; should they be Guzerattee papers, those people might be questioned about it, and give some answer, but these questions need not be put to bankers. If the arbitrators think the questions should be asked, they might get four intelligent honest Marathas, and showing them the papers, ask them and get their answers; but it does not appear necessary to put this question.
5th. If two or three sharers should write a deed that we have such and such shares in the firm, what would be the purport of that?		
6th. If any one had agreed to give another anything out of his trade, and having taken in another partner they agreed to carry on the shares as before, then the firm being in the name of those to the original agreement, and the owner became responsible to the person with whom he made the agreement, would the man then, according to your custom, be answerable to his copartner, or how?	There is no occasion for the 6th and 7th questions, as the force of the second para. of the sunnud is to be considered.	It does not appear necessary to put this question now.
7th. If there are three partners who carry on a firm in the name of two of them, and after the firm is closed, those in whose name it stood having made some remission to a creditor recovered the balance from him, should they be answerable to the third partner for the remission, or how?	- - - - - -	I do not see any objection to this question being put, if it be added that the remission was given without the advice of the third partner. This is my opinion, and is given for the information of the arbitrators of both parties. 14 May 1845.
The above is a translation into Maratha of the Guzerattee questions received with the Memorandum.	The above is a copy of the objections made by the defendant's arbitrators.	

Thus you will be informed. If the arbitrators require the opinions of any bankers hereafter on their customs, they can, after the questions to the above, all agree to call bankers and question them.

Dated as above.

(signed) *T. Ogilvy*,
Assistant Resident in Charge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(K.)

MEMORANDUM to the Assistant Resident in Charge from the undersigned Arbitrators on behalf of Plaintiff Murial Bhugtee Parukh.

THAT your memorandum of the 14th May 1845, No. 123, in answer to the separate memorandum which we and the arbitrators on behalf of the defendants sent on the 10th May, in which the arbitrators on behalf of the defendants urged objections to the questions the four arbitrators were to put to the merchants, and your opinion upon them, in a schedule, has been received, but what you have written, is upon what the arbitrators on behalf of the defendants have urged. It is not as if you had answered what we asked, and having

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considered the circumstances of both sides, formed your own opinion, therefore we reply to the arguments in the schedule of what the arbitrators have mentioned as below paragraphically.

Para. 1. The arbitrators on the part of the defendants have urged additions to be made to the first and second questions, whether if partners have made an agreement in their deed, that should be upheld, or how? &c. It is clear to the authorities that there has been an agreement on this subject, and this being the case, the question of profits was referred to us; from that it appeared to us that at the time of writing the deed the defendant's father was the agent of both Governments, and from the power of his agency, he probably, in consequence of some variation in the profits, added this share. Should the authorities think this, they might have required to know the custom on the subject, so that there was no occasion then to inquire distinctly about the deed. We then distinctly told them that they should write what they wanted to ask below, but they would not; but the bankers, in their answer to the question, would show the custom of merchants, and the subject of the agreement is also shown, so that it does not appear as if anything remained to question them about on this subject.

Para. 2. The arbitrators, in their third question, inquire how they would enter a remission of premium and interest which they may make to any debtor of the amount they may have received from him. They did not offer this question, nor did we refuse it, and we have no objection now to its being asked.

Para. 3. These arbitrators state that the arbitrators have been appointed to decide the fourth and fifth questions, so that it is for them to consider them, and that there is no occasion for questioning merchants on the purport of Mahratta papers. We did not alone appoint these merchants; they are all trustworthy respectable men, and understand the custom of firms, which is well known to both authorities (British and Guicowar); the other arbitrators and we, having agreed in presence of the carcoons of both parties and the Residency carcoon, determined to summon them, and sent a memorandum to the authorities; and we told both the carcoons if they had any questions they wished to put to the soukars on their masters' behalf, they should write a memorandum of them. Accordingly, the next day the merchants made their appearance, when the plaintiff's carcoon showed them a memorandum, but the defendant's carcoon made a promise of two days; when that expired, they thinking, perhaps, that nothing would come out to their advantage, or nobody knows for what cause, refused to give in their memorandum, whereupon the defendant's arbitrators would not sign to questions which the body of arbitrators had agreed to put to the merchants. But if each arbitrator should ask those questions only which would benefit his cause, and should wish to break down the case of the opposite party, free scope would be given for partiality, and justice could not be obtained concerning the Maratha question. Maratha cannot be translated into Goozerattee, or if it is, it is impossible that it can be done without some difference in the purport of the words occurring. If proof is now required, a copy of the memorandum of questions to the bankers was sent to you, in which the second para. of contents of the agreement is written in Goozerattee, and from which in the schedule you sent written in Mahratta, these words have been entered in Mahratta. This should be compared with the original memorandum, to see whether the meaning of it corresponds or not. And again, this is the custom, that in all documents in all languages, if a person of another language understands it, he will then be able to translate it, and give an answer in his own, as documents are in every language; but without questioning those who are well acquainted with the subject, it cannot be understood; thus Governors of countries must be consulted on questions of Government's shastrees or shasters, so on this subject must bankers be questioned, and without asking them it cannot be cleared up. You will find few Deekheneys so well acquainted with this subject as Banian soukars, and there are no merchants here who are ignorant of Mahratta. You should consider what these arbitrators require, and if you have any doubts, from their one-sided statement, they will be removed.

Para. 4. These arbitrators further urge, that as the second para. is to be decided according to the shastras, the sixth and seventh questions should not now be put; but it is necessary to ask these questions, and what objection there is to asking them now, these arbitrators do not mention. If the questions are not asked now, they will hereafter dispute as to the meaning of that para., and the merchants must be called and examined again on the subject, which would not be right; and thinking this, we have asked the questions, and their answers have been received.

We have written the above for your information, and after that await your order.

Sumvut 1901, Vysak Shood 13th (18 May 1845).

Meer Sahib's signature, in Persian.
Asharam Purbooodas.

Khunderow Umrut.
Wamunrow Dhondeo Sate.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(L.)

MEMORANDUM to *Meer Surfuraz Ali* and *Beecajee Rugonath*, Umpires.

THAT the memorandum from the arbitrators on the part of the plaintiff, Myral Bucktee, dated 19th May 1845, containing objections to the memorandum sent from the Residency on the 14th May, No. 123, has been received, to the effect that the Assistant in charge has given a one-sided opinion, and sent together with it the memorandum of questions to be put by the arbitrators on the plaintiff's behalf, and the memorandum of the alterations which the arbitrators on the part of the defendant, Bheema Shunkur Gungadhur, wished to make, and having considered the purport of the memorandum, and according to the object of the suit the answer was written, which the arbitrators do not approve, but it is not right to urge further objections. It appears advisable that the arbitrators on behalf of both parties should, in questioning the bankers (if they cannot agree, but have different objects), each put questions for his own purpose, and the bankers should be kept separate in the office, and taking the answers, mark them and file them in the case. This is written for your information. Vysak Vud 2d, Sumwut 1901 (23 May 1845, A.D.), Soorsein Munnt Arbein Meyalujee Wulluf.

(signed) *T. Ogilvy*,
Assistant Resident in Charge.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(M.)

EXTRACT from the Auia or Monthly Cash Account-book of Pureekh Purshotum Runchore for Sumvut 1902, Magseer Shoodh 1st, (30 November 1845), page 10.

Cr.	*Dr.*	
2,000 rupees,* Pureekh Runchore Bolanath, Magur Sood 2d.	2,000 rupees,* Twenty thousand ready cash brought with a note, to remain at 4 annas per cent. interest, complete 30 days, one day, according to the custom of soukars, making 29 days' interest only, not to be deducted. Ledger page 47.	* *S. O.*

Extract from Ledger of the above Firm for Sumvut 1902, page 47.

Cr.	*Dr.*
Pureekh Runchore Bhoolanath's account for the year Sumvut 1902. 20,000 rupees. Page 10, Magsur Soodh 2d.	

New Account, page 73.

Extract from Ledger of the above Firm for the Year Sumvut 1903, page 73, is as follows:

Pureek Runchore Bhanabhaee's account for the year Sumvut 1903.

Cr.	*Dr.*
Balance, page 47, 20,000 rupees.	

rue translation.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

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(N.)

No. 107 of 1845.—Political Department.

From the Acting First Assistant Political Commissioner and Resident in Charge, Baroda, to *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. With reference to your letter to my address of the 6th ultimo, No. 698, with accompaniments, regarding the assembly of arbitrators to decide the pecuniary dispute between Bheema Shunker Gungadur Shastree and Hurry Bhugtee, I have the honour to state, for the information of the Honourable the Governor in Council, that the following arbitrators, at present in Baroda, have now been selected by the parties: on the part of Hurry Bhugtee, Meer Surfraz Ali, and Asheram Purbhoodass, formerly komavisdar of Pitlad when under attachment, and now in the Guicowar service; on the part of the shastree, Bheekajee Ruggoonath Mahratta, of Poonah, formerly on the Poonah collector's establishment, and Wamun Dhoondeo Sathé, a karkoon in the Shastree's service.

2. I beg to submit, for the information and instructions of Government, translations of two letters from Myral Bhugtee and Bhewra Shunker Gunghadur Shastree, from which it appears that the former is unwilling that any final decision be made, unless the Bombay and Guicowar Governments are declared joint umpires, and the latter unless the Bombay Government nominate an umpire.

3. I beg respectfully to state, that the objections urged by the Shastree appear well founded, since the Guicowar must be viewed as a party interested, and as such disqualified from being an umpire.

4. Should this view appear to his Honour in Council correct, the point would probably be conceded were Government to declare, that if their suggestion in regard to an umpire is objected to, they will come to a final decision on the evidence before them.

5. The arbitrators will commence immediately on their labours, leaving this point for the after consideration of Government.

6. Myral Bhugtee represents that his old karkoon, Baba Nafra, should be allowed to attend before the punchayet to show the papers of the firm, with which he is said to be better acquainted than any other person, and I believe this will not be objected to, as I presume the exclusion pronounced against that individual in the 2d paragraph of Mr. Chief Secretary Reid's letter, dated 13th July 1843, was not meant to extend to a matter of this nature.

I have, &c.
(signed) *T. Ogilvy*,
Acting First Assistant Political Commissioner,
and Resident in Charge.

Baroda Residency, 13 March 1845.

Translation of a Letter from *Myral Buktee* to the Acting First Assistant Political Commissioner in Charge, dated 8 March 1845.

I have the honour to return the draft you sent me, and to observe that my reply was communicated to you on the 13th October last, to the effect that I agree to abide by the award that both Governments jointly may make on the recorded opinion of the arbitrators, whether that may be dissentient or unanimous. My reason for this is, that I depend on the favour of both Governments, through whose joint medium the matter in discussion was arranged, and with the documents relating to which both are acquainted. Should you deem it requisite, I request that you will refer this point for the consideration of the Bombay Government.

Translation of a Letter from *Bheema Shunker Gunghadur Shastree* to the Acting First Assistant Political Commissioner in Charge, dated 5 March 1845.

You yesterday informed my karkoon, Dewakur Shreedur, that as the arbitrators in the matter in dispute between Hurree Bhugtee and myself were present, I should say whether I were willing that they should enter in the inquiry, since no directions in regard to a sirpunch had been received from the Bombay Government, and my karkoon signified my assent. I beg, however, to observe that as the arbitrators consist of four members, selected by the contending parties, it is evident justice cannot be expected in the absence of a sirpunch. Thus, when Government directed a former Resident, the late Mr. Sutherland, to assemble a punchayet, I heard that Mr. Sutherland was to be sirpunch (umpire), and learnt as much from the gentleman's own lips. Hurree Bhugtee at that time interposed delays. I now solicit that you act as sirpunch, or should you not have leisure, that that duty be entrusted to Mr. Remington, judge at Surat, where my arbitrators and accredited agent would

would attend, or else to Mr. Pringle, revenue commissioner, at whose camp my arbitrators and accredited agent would present themselves, or at any spot that might be fixed on. Government are aware that the appointment of a sirpunch is necessary to ensure justice; what Hurree Buktee insists on, that both Governments should form the sirpunch is inadmissible, for it is nowhere the custom to name two sirpunches. Hurree Buktee was the first to appeal to the Company's Government, and that Government has the right to see that justice is done, and to maintain an umpire.

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(True translation.)

(signed) *T. Ogilvy,*
Acting First Assistant Political Commissioner, and Resident in Charge.

(O.)

No. 1905 of 1845.

From *J. P. Willoughby*, Esq., Chief Secretary to Government, Bombay, to *T. Ogilvy*, Esq., Assistant to the Political Commissioner for Guzerat, and Resident at Baroda in Charge.

Sir,

I AM directed by the Honourable the Governor in Council to acknowledge the receipt of your letter, dated the 30th ultimo, No. 107, reporting that arbitrators have at length been selected by Myral Bhugtee and Bheema Shunker Gungadhur Shastree, for deciding the pecuniary dispute existing between them, but that the former is unwilling that any final decision should be made, unless the Bombay and Guicowar Governments are declared joint umpires, and the latter unless the Bombay Government alone nominate an umpire.

2. In reply, I am desired to inform you, that this being a case in which the guarantee of the British Government is involved, his Highness the Guicowar should have no voice in selecting an umpire.

3. The most advisable plan, in the opinion of the Governor in Council, is to allow the punchayet to meet, and if they cannot settle the points at issue, for Government to decide the points at issue, or hereafter to appoint an umpire for that purpose.

I have, &c.
(signed) *J. P. Willoughby,*
Chief Secretary.

Bombay Castle, 18 April 1845.

(P.)

TRANSLATION of *Nursoo Punt's* Report on the Dispute between Bheema Shunkur Shastree, and the Firm of Hurry Bhugty, regarding the Potdaree Firm, carried on in the Name of Meiral Bhugtee.

IN this case the arbitrators appointed by both parties to assemble in punchayet passed two separate decisions, each in favour of the side to which they respectively belonged, the purport of both of which has been translated separately into English, as well as the questions and answers in the matter.

In this suit the parukh is the plaintiff, and on 14th of Chintr Shood, Sumwut 1883 (11 April A.D. 1827) he sued the defendant (the Shastree) for the recovery of the fourth share of 14,00,000 rupees, which was one-half of the total profits of the Potdaree firm, which the Guicowar Government had appropriated in the year Sumwut 1872 (A. D. 1816.)

The Shastree alleges that the Guicowar Government had no right to appropriate the half share of the profits, and that the money in question was not taken as a share, but as a remission, and that the parukh had given it without his (the Shastree's) consent, therefore why should he be called upon to pay his share of this amount?

Para. 1. In order to thoroughly understand this matter, there is a principal document, being a yad, dated Soorsun Suba Miateina Alif 1207, 17th Jillej, Sumvut 1863 (A.D. 1807) of four paras. from his Highness the Guicowar, concerning the potdaree, to Hurry Bhugtee, and which is guaranteed by the British Government. In the 2d para. of this yad it is stated that half the profits accruing from the potdaree should be yearly paid to his Highness, in an honest manner, according to the accounts made out. The parukh attaches this meaning to the above, that one-half of the profits on the potdaree alone should be paid to him.

It appears to me that it meant that one-half of the profits on the potdaree should be paid, and not one-half of the whole gains of the firm. In support of which appear the following principal proofs:

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

The 2d para. of Major Walker's (who was here at that time, and had decided the matter) report, dated 10th March 1807, and also the report, dated 6th February 1816, sent in by the then Resident, Mr. Carnac, at the time of granting the remission. In the original yad of agreement, stating that 14,00,000 rupees were taken by his Highness on the 11th Rubeeul Akhir Soorsun, &c. 1218 (19 February 1818), the word "remission" is distinctly mentioned. Now, if this amount had been taken by his Highness as a share, what was then to have prevented the insertion of the words "half-share." The parukh was in the habit of taking 2 ½ per cent. from people on account of potdaree, but acknowledging to only two per cent., he used to pay (1) one per cent. to his Highness as the half-share. The remaining quarter per cent. still due to the Sircar was adjusted and paid up in Sumwut 1872, (A. D. 1815), and a yad was received from his Highness on this subject, dated 7th Mohrum, Soorsun Suba Miateina Alif 1215 (20 December 1814), which is distinctly stated, "half of the potdaree matter." From these four proofs, and an examination of the past and present management of the concern, it appears that his Highness was in the habit of taking a half share of the potdaree alone, and never appropriated the half of the whole profits of the firm.

Para. 2. The principal proof that the parukh has in the case is, that in the 2d para. (of the yad of agreement) the word (sumhundee) relating to, is written. The parukh and the shastree were in the habit of dividing the profits among themselves, regarding which there are account papers which were furnished on two occasions, on which an endorsement is written to the following effect: that "in the share of the business of the potdar of Shena, Khashkhel Shumsher Bahadoor, there are three partners;" this bears the signature of all the partners, including the shastree. The word "share" in the above, they say, refers to his Highness; but this has no connexion with him, because in dividing the profits of the concern, after deducting the half share of the potdaree business which appertains to his Highness, they were in the habit of sharing the remainder among themselves. If his Highness had a share in the whole profits of the firm, why did the parukh not at first deduct his share, and afterwards divide the remaining half among the partners? the division of the profits was entirely in the hands of the parukh. The parukh having no further proofs to adduce, his claim against the shastree cannot be substantiated.

Para. 3. If this matter be considered according to the rules in practice among soukars, then as the business transactions of his Highness were carried on in the name of the parukh, to whom Government guarantee had been given, the ownership rested with him. The shastree was at this time native agent, so, through favour of him, and to obtain his good will, he made him a private partner to the extent of one-fourth, and mutual agreements to this effect passed between them in the year*

* S.I.O.

Therefore that the remission granted to his Highness by the parukh should be entirely borne by the parukh, and that the sleeping partner should take his proportional share of the profits, and not be subject to the proportional share of the losses (remission), is contrary to all established rule. The shastree pleads, why was the remission granted without his consent, since they possessed the Government security. He (the shastree) being only a sleeping partner, and possessing no influence or power at that time with either Government, afforded no aid to the firm. The native agent who succeeded him, and the Resident whose duty it was to enforce the guarantee, were of opinion that the remission ought to be granted to his Highness, and they in this matter urged the plaintiff to do it, and he was under the necessity of making a settlement and recovering his money. The shastree was only a sleeping partner to the extent of one-fourth, but he had invested no money in the concern, and as the parukh carried on all transactions with his Highness, he, having no alternative, was obliged to pay down the amount of remission, consequently it is but fair that the sleeping partner, the shastree, should pay his share of it.

Para. 4. The justness or otherwise of this case ought to be decided on, after deliberate consideration of what follows. The total profits of this concern from Sumvut 1863 to the end of the year Sumvut 1874, comprising 12 years, amount to 54,40,251 rupees, from which a sum of 14,00,000 rupees was given to his Highness as a remission. Through fears of the shastree, and to gain his favour, he was admitted as a partner without being called upon to invest money in it; the funds belonged entirely to the parukh. After deducting the soukar's interest from the total profits, the proportional share of the balance thereof, viz.,†

† S.I.O.

rupees was paid to the shastree, and it is quite clear that the large amount of remission which his Highness exacted from the parukh has been done from an estimate of the total amount of profits accruing to him (the parukh). Therefore if the whole amount of profits be divided by the amount of remission, it will show a remission of † rupees on every 100, according to which the remission on the share of † rupees profits paid to the shastree would amount to † rupees, which, it is but fair, he should refund to the paruck; it therefore appears to me that if any balance of the profits still remain due to the shastree, the above-mentioned remission should be deducted therefrom, and whatever balance may then appear in favour of either party should be adjusted with the mutual consent of both.

There is an estimate of the amount of this made out separately.

Para. 5. The interpretation given to the 2d para. of the original yad upon which the present claim is preferred, has been shown to be an incorrect one. The Government may, probably, be of opinion that it is now unnecessary, as is done in courts, to decide the case on

on other grounds, but when mistakes occur, it is usual in all courts to admit supplementary suits.

If this case be decided upon the grounds advanced by the parukh in his original plaint, without a due consideration of the whole features of the affair, the dispute will never be brought to a termination, and by its continuing, it will lead eventually to the necessity of a re-investigation. Therefore the whole features of the proceedings ought to be borne in mind and a decision come to thereon.

As this mutual dispute has now been going on for a lengthened period, it would be advisable that it should be decided, that whoever is made out to be the debtor should pay the amount of principal only, not interest.

(True translation.)

(signed) *J. T. Jameson,* Assistant Commissioner.

To *W. E. Frere,* Esq., Commissioner.

Sir,

I HAVE just heard that the minister Bhaoo Tambeker met Soorujram last night, and have therefore reason to suspect that the witnesses (whose names were mentioned to you yesterday) are being tampered with; I shall consequently not require any of them, and beg you will not order them to attend.

My defence was ready, but I shall now have to alter the part about these witnesses.

I remain, &c.

31 July 1851. (signed) *Keshow Nursing,*
(for Nursoo Luxmon.)

To *W. E. Frere,* Esq., Commissioner.

Sir,

WHEN Hurreeya Khidmutgar was first examined on behalf of the prosecution, he deposed to the effect that he placed the money (as he brought it from Hurree Bugtee's shop) in the front room of an old empty house belonging to Baba Nafra, where an oratory has been made since. On inquiry, I learnt that the oratory was made on the spot, and the idol placed into it prior to the 12th May 1845. Accordingly, in my defence of the 31st ultimo I pointed out this fact as a proof of the falsity of Hurreeya's statement. Thereupon, on the 12th instant when Colonel Outram read his reply, he was examined again on the point. It is evident that the same witness being called upon to explain a discrepancy discovered in his former statement, would try to fabricate an explanation of some kind or other to reconcile his first false story, and Hurreeya did the same. He gave his explanation in a confused manner, and as I understood it, its purport was, that it was in the Koowawalla house in front of which the oratory has been built, that he placed the money; that though the idol was placed at that time, the work of building the oratory was going on; and that as this house, which was then separated from it by a road, was but subsequently joined with the oratory, he had stated before that an oratory was made there afterwards. I objected to this explanation, but as I had not inspected the spot before, you directed me to do so, and then to let you know if his statement was inconsistent with facts. Accordingly, on the 13th instant, I sent my son Keshowrow with carcoons to see the place, and the result of the inquiry they made there is as follows:

There is one koowawalla* house belonging to Baba situated in front of the oratory, and there is a public road between these two buildings, so they are in no way connected with each other. On the spot where the oratory now stands, there was an old dellah † house situated quite close by a well. This was rased to the ground in St. 1900 (A.D. 1844), when the work of building the oratory was commenced by laying the foundations of new walls on all sides, and the whole piece of ground with the well was included in it. After the surrounding walls and all the lower part of the building, as well as the roofs, were completed, the idol was placed there in about March 1845, when there was no Koowawalla empty house there belonging to Baba Nafra, separated by a road from the oratory, that was afterwards joined with it. It is true that the work of the oratory was going on for some time, even after the idol was placed in it, but

* Well.

† Cattle-shed.

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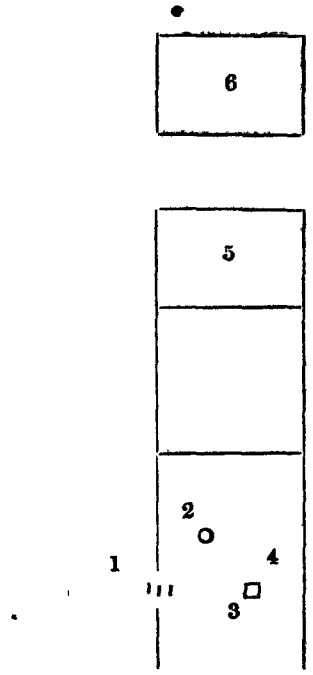
that was whatever had remained incomplete here and there inside the oratory, such as a portion of the wooden work of the upper story, &c.; but at the date of placing the idol nothing of the lower part of the building had remained unfinished.

I therefore most humbly beg that, before writing your opinion in this case, you will do me the favour to take the trouble of ascertaining, by a personal inspection of the spot, how far Hurreeya's explanation is consistent with truth.

Baroda, 15 August 1851.

I remain, &c.
(signed) *Nursoo Luximon.*

THE Commissioner having gone to the spot, found the place much according to the annexed sketch, the whole from 5 to 3 being the temple.



1. The door to the street.
2. The well.
3. Anick.
4. The spot where the money is said to have been placed.
5. The Temple (oratory), where the idol is.
6. The house which Kepooram, who attended on his father's behalf, contended was the house referred to by Hurrea.

Some questions were then raised by Kepooram, who had got some of the labourers who built the place in attendance, to show that Hurrea's statement could not be true; but the Commissioner put an end to it by saying that he had not come to re-open the case and examine witnesses, but only satisfy himself whether on viewing the spot there was any reason to doubt Hurrea's deposition, and that he was satisfied.

(signed) *W. E. Frere,*
16/ 8/ 1851. Assistant Commissioner.

To *W. E. Frere,* Esq., Commissioner.

Sir,

Charge IV. As the memo. of accounts referred to in para. 4 of Exhibit (P.) has not been recorded, and as without it, it is probable that anyone who is not fully acquainted with the case may be led to view (P.) as tending to favour the cause of the Parukh, I beg (with your permission) to point out the following sums (in round numbers), for which blank spaces have originally been left in that paper.

The

	Rs.	*qrs.*	*rays.*	
Total Profit, 54,40,251 : Remissions, 14,00,000 :: 100 : 25. 2. 93·642701 *Rs. qrs. rays.*				Proceedings of Mr. Frere on the Charges against Nursoo Punt.
The amount of the net profit, to a fourth share of which the shastrees are entitled according to the terms of an unguaranteed mutual agreement*, dated in Sumvut 1865 (A.D. 1809), is about - - - - - -	22,92,000	-	-	
The rate of remissions granted to the Guicowar, is about rupees per cent. on the total amount of profits - - - -		25 2	93·642701	† Mentioned in 3d para. of (P.) where the space for filling in its date is left blank.
Shastree's share of the profit is about - - - - - - - - 22,92,000 / 4	5,73,000	-	-	
The portion of the remissions for which the shastrees should give credit to the paruck (as suggested in para. 4 of P.) would therefore be in the following proportion :— 100 : 25. 2. 93·642701 : : 5,73,000 or in other words, 54,40,251 : 14,00,000 : : 5,73,000	1,47,400	-	-	

2. When it is borne in mind that the parukh's demand against the shastrees is 3,50,000 rupees, being a fourth share of the whole amount of remissions, (14,00,000 rupees), it will clearly appear that a decision on the principle suggested by me would have, as shown above, reduced the complainant's demand by upwards of (2) two lacs of rupees; and thus not only would the defendant's counter claims have absorbed the whole of the parukh's claims, but it would have left the latter still a debtor to the shastrees for a pretty good amount. *Vide* 1st para. of (P.)

3. In the first part of (P.), I have distinctly stated all the grounds for rejecting the plea on which the parukh has founded his claim; and thus far no one can question that it is entirely in favour of the shastrees; but this point had, as it were, been already determined by Government,† who did not require the punchayut to discuss and pass a decision thereon. And as from the correspondence‡ bearing on the subject, the object of placing the dispute into the hands of a punchayut appeared to be to take into consideration the custom and usages in such cases, I have given therein the further impartial view of the subject also.

† *Vide* Government's reply to Sir R. K. Arbuthnot's Report.

‡Mr. Remington's Report, &c. &c.

Baroda, 20 August 1851.

I remain, &c.
(signed) *Nursoo Luximon.*

P.S.—In order that what is stated above in the 1st para. may be clearly understood, I beg to annex an extract from the 4th para. of (P.), with the blank places filled up in round numbers.

(signed) *Nursoo Luximon.*

EXTRACT from the 4th Para. of Exhibit (P.)

TRANSLATION of an Extract from the 4th Para. of the Summary drawn up by Nursoo Luxoomun, regarding the Dispute between Meiral Bhugtee and the Shastree, concerning certain Money Claims of the Potdaree Firm.

THROUGH fear of the Shastree, and to gain his favour, he was admitted as a partner in the concern, without being called upon to invest money in it; the funds belonged entirely to the parukh. After deducting the Sowkar's interest from the total profits, the proportional share of the balance thereof, viz., 22,92,000 rupees, was paid to the Shastree; and it is quite clear that the large amount of remission which his Highness exacted from the parukh was done after estimating the total amount of profits accruing to him. Therefore, if the whole amount of profit be divided by the amount of remission, it will show a remission of *Rs.* 25. 8. 93. on every hundred, according to which the remission on the share of profit, *i.e.*, 5,73,000 rupees, paid to the Shastree, would amount to 1,47,400 rupees, which he should refund to the parukh.

(True translation.)
(signed) *J. T. Jameson*, Assistant Commissioner.

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No. 608 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident at Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

WITH reference to Nursoo Luxmon's letter to your address, dated 20th ultimo, of which you have favoured me with a copy, I have the honour to enclose a letter to my address from the Residency Accountant, whom I requested to report on Nursoo's communication.

2. Being myself ignorant of native accounts, I thought it well to refer the matter to Cowasjee, whose professional attainments are, I believe, of a high order.

3. Should, however, you consider that this explanation does not neutralize Nursoo Punt's representations as to the nature of the report made on the Shastrie's accounts, I have the honour to request that you will, in justice to the prosecution, refer the two discrepant representations to the arbitration of bankers of eminence of some city under the Government of India, or that of the North West Provinces; for I deem it of importance that the referees should be thoroughly removed from the influence of Nursoo Punt, which I believe to extend directly or indirectly over the whole Sowcar community of the Bombay Presidency; and though I regard the evidence on the charge as sufficiently complete, without being able to prove that the money was given for the precise case on account of which it was supposed to have been given, still I should wish that no point of confirmatory testimony should be omitted.

I have, &c.

(signed) *J. Outram*,
Resident.

Baroda Residency, 15 September 1851.

To Colonel *James Outram*, C. B., Resident, Baroda.

Honoured Sir,

IN accordance with your order, I have carefully studied Nursoo Punt's letter to Mr. Frere's address of the 20th ultimo, and the accompanying translated extract of the 4th para. of his summary; and I beg to observe that the Exhibit (P.), written in Marrathee, which was brought and explained to me by the carkoons, does not appear to have been drawn up by him so explicitly as he now states in the 3d para. of his letter, wherein he writes, "In the first part of (P.) I have distinctly stated all the grounds for rejecting the plea on which the parukh has founded his claim." But it is not so. In fact the paper (P.) is very ambiguously written. Yet in its 3d para. he gives as his opinion that, "according to Sowkaree custom, the sub-partner (he means the Shastree) ought to give a proper share of the remission, because it is not proper that the sub-sharer, enjoying a share of the profit, should refuse to pay his share of the remission," which amounts to 3,50,000 rupees, for which he has left a blank space.

In the 2d para. of his present letter, he states, that "when it is to be borne in mind that the parukh's demand against the shastrees is 3,50,000 rupees, being a fourth share of the whole amount of remissions (*Rs.* 14,00,000), it will clearly appear that a decision on the principle suggested by me would have, as shown above, reduced the complainant's demand by upwards of two lacs of rupees; and thus not only would the defendant's counter-claims have absorbed the whole of the parukh's claim, but it would have left the latter still a debtor to the shastrees for a pretty good amount." In proof of this assertion he reduces the parukh's claim from *Rs.* 3,50,000 to *Rs.* 1,47,000 by making a very odd calculation; *i.e.*, by dividing the amount of remission (*Rs.* 14,00,000) by the gross amount (*Rs.* 54,40,251) thus, 54,40,251 : 100 :: 14,00,000. But here another question arises, and that is, can a person, having any little notion of accounts, think for a moment that the total amount credited to "profit and loss account" is the whole profit? The answer will, of course, be in the negative, because nobody can deny that the expense, interest, loss, remission, and, in short, all the payments and items of debit side, ought to be deducted therefrom, and then the remainder can alone be called the net profit. Now, then, upon what ground and principle does Nursoo Punt reckon in his calculation the gross amount as a profit? I am at a loss to conceive.

More so because in another place he himself admits that the net profits amount to 22,92,000 rupees; whereas in his calculation he takes 54,40,251 as a profit, which produces a quotient of *Rs.* 25. 8. and some decimals per cent., at which rate the shastree's share of remission he makes to be 1,47,400. But if, in conformity with the general rules in use, the net profit (*Rs.* 22,92,438. 9. 6.) is calculated, even according to his own mode of calculation, the per-centage would come to 6,10,703 rupees, which would make up the shastree's share

share of remission to exactly the same as the proper and simple mode of calculation would bring it to; viz., 3,50,000 rupees, as follows:—

Profit			Remission.	Answer.
22,92,438. 9. 6	:	:	14,00,000	: 6,10,703.

Per-centage.			Shastree's Share.	
100 : 6,10,703	:	:	5,73,109·645	=3,49,999 12 6
Difference of fraction - -				3 6
				3,50,000 - -

The simple rule of finding out this is: Divide the remission (14,00,000) by 4, and the quotient (3,50,000) will be the answer corresponding with that of the above work.

I remain, &c.
(signed) *Cowesjee Hormusjee*,
Head Accountant.

Baroda Residency, 14 September 1851.

List of Witnesses and Documents in support of the Fourth Charge.

Witnesses present at the finding of the Original Memorandum of 20,000 Rupees:

1. Sooruzram, Native Agent, Baroda Residency.
2. Ballajee Runchore, Captain Fulljames' Sheristedar, Ahmedabad.
3. Sumbhooram Khosshall, Kutwall, Baroda.
4. Hurry Appajee, Resident Carkoon.
5. Heerrachund Heerrabhaee, ditto.
6. Tricumlall Bappoo Lall, ditto.
7. Wisswanath Gopal, ditto.
8. Succaram Mookun, Carkoon under Captain Wallace.
9. Lulloo Bhugwan, Gomashta of Hurree Bhugtee's Firm.
10. Bhugwan Bhawanee, ditto.
11. Bhyejee Ghela, ditto.
12. Echaram Wunarsee, ditto.
13. Runchore Nuthoo, Goomashta of Baba Nafra.
    Supposed Writer of the Memorandum of 20,000 Rupees, Bulvunt Row Nafra.

Documents.

14. Papers in Bulvunt Row's handwriting, compared with the memorandum.

Copies of five Papers made by Bulvunt Row Nafra in my presence, for the purpose of comparing with the memorandum.

Witnesses who pronounced the writing of the Memorandum to be that of Bulvunt Row:

1. Ballajee Phursram, Goomashta of Gopal Row Myral.
2. Ramchunder Junarjun, Resident in Baroda.
3. Ramchunder Gopal, Resident in Baroda.
4. Byajee Vajnath, Resident in Baroda.

Witnesses to the Payment of 20,000 Rupees:

1. Khidmutghar Hurrya Baechund, servant of the firm of Hurree Bhugtee..
2. Cooly Purshotum Koobair, ditto.
3. Damodhur Doolubh, Goomashta, ditto.
4. Bappojee Koobair, ditto.

Documents.

Eight Depositions; viz., two by each of the above four witnesses.
Eight Extracts from the Chopras of the Hurree Bhugtee Firm.

(signed) *J. Outram*, Resident.

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FOURTH CHARGE.

INDEX TO DEPOSITIONS.

WITNESS'S NAME.	PAGE.	WITNESS'S NAME.	PAGE.
Soorujram Gungaram -	1448, 1453, 1459	Wishwunath Gopal - - -	1453
Hurree Appajee - - -	1450	Dhamodhur Doolubh - -	1453
Baeeajee Wagjnath - -	1450	Wittul Kundurow - - -	1454
Ramchunder Junardhun - -	1450	Bapoojee Kooberdass - -	1455
Ballajee Parushram - - -	1451	Shumbooram - - - -	1456
Bulwuntrow Venkutrow - -	1451	Succaram Mookund - - -	1456
Hurree Baeechund - - -	1451	Wamunrow Venkutesh, *alias* Baba Nafra - - - -	1457, 1462
Purshotum Bechur - - -	1452	Bugwan Bowaneedas - -	1459
Ballajee Runchore - - -	1452	Hurreea Baeechund - - -	1463

Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

PROCEEDINGS.

Tuesday, 8 July 1851.

THE Commissioner proceeds with the Fourth Charge.

The prosecutor having addressed the Commissioner in explanation of the charge;

The prosecutor then proceeds to exhibit his evidence, and gives in a memorandum of the receipt and payment of 20,000 rupees, which is recorded (A.)

Soorujram Gungaram is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Soorujram Gunyaram.

THE paper (A.) is one that was found in the Residency, on the 31st July 1850, among some papers of Baba Nafra's, which were brought here about 24th or 25th. It was Sucaram Mookun, a carkoon on the Sadra establishment, who found it. Shumbooram, I, and Hurree Bucktee's goomashtas, Icharam Bugwan, and Banju; and, on Baba Nafra's behalf, there was Runchor, and Lulloo, who brought the papers. I recollect this; they were brought from Baba's house. The Resident sent a letter to the Durbar, about the 23d, to attach Baba's papers. Shumbooram sent privately at night to tell me they had been attached, and to know whether he should take them to the Residency or Durbar. I then went to the Resident and informed him, and he desired me to go to his Highness, and tell him to have the papers secured now, and sent the first thing in the morning to the Residency. I went and informed the Guicowar, and he said it was raining, and they could not be brought then, but that he would send a jasoos to take charge of them in Baba's house. The Resident then sent for me at gun-fire, and told me to take a cart and go and fetch these papers; so I went to the palace. His Highness then sent a jasoos, and Govindrow Roria Vakell went with me to the house. Shumbooram and Captain Fulljames' sheristedar went with me, and we put the bundles into the cart. I then went with Captain Fulljames' sheristedar, Ballajee, and a son of Baba Nafra's, to see that nothing was concealed in the house. Shumbooram went with us. We went to the third story, and there found a closet with a lock on it, which Ballajee desired them to open. The Brahmin of Baba Nafra, who was there to open the locks, said, there was no key to it, and that there was nothing in it; so Ballajee

Ballajee desired them to bring a blacksmith, and open it; and one being sent for, the Brahmin said he would search for the key, and went below and returned with it, and opened the door. The rain was coming in, and some of the bundles were wetted, but 14 were taken out, and we took them below. There had been 42 bundles put into the cart before, and these 14 were added. Baba Nafra refused to send his son, though I told him to do so, and we then took the bundles to the Residency; and the Resident, when we came here, told us to take them and put them in charge of the guard in the lock-up there; and the Resident after that desired Shumbooram to come next day with the goomashtas, and the papers would be examined after they came. Next day, 10 bundles were brought with a guard from the lock-up, and Shumbooram, I, Wishwanath, Ballajee, Hurachund, Tukanlall, Sucaram, and four of Hurree Bucktee's goomashtas, as mentioned above, and Runchoo, Baba Nafra's goomashta, and one or two others I do not recollect, sat to examine them. The Guzerattee papers were given to me and others, and the Marathee to Shumbooram and Succaram, to examine. We sat in the Resident's office, in the window, and the dufters were between us and the table; the Resident was sitting at the table. Thus we examined them every day, sometimes examining 10, sometimes eight or 12; but when we had examined one, we put a note upon it. On the 31st we examined some nine or 10 bundles; they were of the 14 bundles; we began them on the 30th. Succaram found this paper, and gave it to Shumbooram, who read it out to all the people. Colonel Outram was then outside with Bhow Tambeekur, and Shumbooram took it out to show to Colonel Outram. I got up, and was looking on, and saw Shumbooram read it to Colonel Outram, and he handed it to Bhow, and then put a mark upon it, and returned it to Shumbooram. Hurree Bucktee's goomashta and Shumbooram or his sepoys were present, and took the dufturs to the guard and gave them over, and then returning, the people were dismissed in the evening. Baba Nafra's goomashta was with them. Shumbooram placed the Exhibit (A.) on the Resident's table, after he had marked it. At that time the only attempt to ascertain who wrote it was by asking the people, and Shumbooram recognised it, but I do not recollect that any others did. Bulwuntrao was sent for, and he denied the handwriting, but it was compared with some acknowledged writing of his, and he was set to copy it, which he did in a feigned hand. A jury was then summoned, but they disagreed, and the Resident sent them to his Highness, when some denied the handwriting, but one or two recognised it. This paper was found in a bundle of one year's accounts only, it appeared to be an old bundle: it was knotted as usual. The account-books were examined, and this item of 20,000 rupees was found in the blank entries. It was on the third or fourth day after this memorandum was found, that the entry of it was found in the books; the books at that time were under the guard at the Residency; they had been there about a month; they had been seized on account of the inquiry into Jooteeabhaee's child's case. Baba Nafra, when I went to his house in the morning for his books, was at worship with his son; the item of 20,000 rupees was entered in the books as "by Hurree Kidmutgur." The Resident took his deposition; it was on the fourth day or so after the document was discovered. Two goomashtas and a labourer were examined upon his statement. I did not see Baba Nafra examining his papers after the order was sent from here to seize them.

Cross-examined by the Accused.

The dufters were loose in the room; there was a person on one side, and the dufters were placed on the other, and a guard inside. The day the memorandum was found, only those whose names I have specified above were present. Shumbooram was sitting between me and Sucaram when he found this paper. I was not reading anything at that time. Sucaram had his face turned towards Shumbooram and me, and we had our faces at right angles to his. I do not recollect what the other papers found in that bundle were about; we made no list of them. I examined the books before the memorandum was discovered, and saw this item of 20,000 rupees in them. I do not know how long or how often it was that I saw it before the memorandum was discovered; most probably Hurachund and Balajee also saw it, as he was often examining the books. I do not know the colour of the cloth, but the bundle in which this was found

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was about two or three seers weight. I first saw this memorandum when Succaram had put down the former paper, and was taking this one up. The bundle was only searched once, and this paper was found after about 30 or 40 papers had been examined.

By the *Commissioner*.] Sucaram's hands were open when he put them down to take up this paper; the paper was laid open in the duftur. I have never heard any people's names in Baroda who can imitate handwriting.

[The witness, admitting the above, withdraws.

Hurree Appajee is called in, and, having had the Affirmation administered to him, is examined by the Prosecutor.

Hurree Appajee.

I know where the paper (A.) was found; it was in the hall here, while they were examining Baba Nafra's dufturs. I came here at four o'clock with papers for the Resident's signature, and the Minister had come, and the Resident went into the next room, and I sat there, and Sucaram then found this paper in a bundle he was examining; he showed it to Shumbooram, and then to me and to others, and then took it to the Resident. It was Shumbooram took it to the Resident. I was sitting two cubits from Sucaram; I could see the duftur he was examining. I saw the paper taken out of the bundle; the paper was lying flat and open in it. Shumbooram was sitting on a chair on one side of Succaram. Succaram was sitting between Soorujram and Shumbooram, and I was sitting in front of them. Soorujram and Succaram were not facing one another, but aside; they were about four cubits apart.

Cross-examined by the Accused.

I do not recollect whether the bundle was tied or not; the papers were taken out loose. I do not recollect whether the others were in bundles or loose. Soorujram and Shumbooram had their eyes on the other carkoons who were searching.

Re-examined by the Prosecutor.

The bundle was open when I came into the room.

By the *Commissioner*.] I had my fixed sight on the bundle when this paper was taken out. If Succaram had put this paper in, and then taken it out, I must have seen it.

[The witness, admitting the above, withdraws.

Baccajee Wagjnath is called in, and, the Affirmation having been administered to him, he is examined by the Prosecutor.

Baccajee Wagjnath.

I never knew Bulwuntrow's handwriting before it was shown to me the other day. I was shown some papers which were in his handwriting, and recognised them on comparison, except that there was a difference in the pens. I point out the Exhibit (A.) as the paper shown me on that day; the three documents which I now show out of 10, are in the same handwriting as (A.), but not written with the same pen; (two of these are papers Bulwuntrao wrote before the Commissioner this morning, in Case 5.)

Cross-examined by the Accused.

The handwriting is the same, though the letters may be different.

[The witness, admitting the above, withdraws.

Ramchunder Junardhun is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Ramchunder Junardhun.

I know Balwuntrao Nafra's handwriting, as shown to me here, in last Falgoon (March); of the 10 papers now shown me, seven among them appears to be in the same handwriting, Exhibit (A.) being among them, and only one other recognised by the last witness); I cannot, however, see well, as my eyes are weak.

[The accused has no question to put, and the witness, admitting the above, withdraws.

Ballajee

Ballajee Parushram is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Ballajee Parushram.

I should know Bulwuntrow Nafra's handwriting if I saw it. It appears that all the 10 papers shown me are in Bulwuntrow's handwriting; there is some difference in the pen.

The accused does not wish to put any questions, and the witness admitting the above, withdraws.

Bulwuntrow Venkutrow is recalled, and examined by the Prosecutor.

Bulwuntrow Venkutrow.

Nine of the 10 papers now shown me are in my handwriting, the 10th (A.) is not.

The accused has no questions to put, and the witness admitting the above, withdraws.

Hurreea Baeechund is called in, the Affirmation administered to him, and examined by the Prosecutor.

Hurreea Baeechund.

I received about six years ago 20,000 rupees from Bappoojee and Dhamodhur, at Baba Nafra's desire. I took the money to Baba Nafra's house, and there Asaram's cart came, and then Asaram, and I took the money to Nursoo Punt Tatia's house. I did not take the money alone. I took it at twice alone, and four times with a labourer. I took 4,000 rupees alone, 2,000 each time; the labourer took four and I took four, in all eight; they were four tozas (bags) of 2,000 each. It was about twilight that I received the money from the goomashta. It was dark; they gave me the money in the shop; in Samul Bucktee's shop. I took the money to Baba Nafra's house; it is about as far from the shop as from this to the tank (about 600 yards). It was about (9 o'clock) a watch of the night, by the time we had taken all the money to Baba Nafra's. We took the money to Nursoo Punt's house, opposite the Kaka Havelie. It is about as far as from this to the Camp Bazar (about half a mile). It was at about a watch and a half of the night (10 ½) that we got to Nursoo Punt's. I went as far as Nursoo Punt's gate. I took the money out of the cart and gave it to Asaram's cartman, and then the cartman came back, and we took the cart home. I did not see Nursoo Punt. I did not go into his house. The gate will be 8 or 10 cubits from Nursoo Punt's house.

Cross-examined by the Accused.

I knew you before. From having business of the Shet's I know you. I never came to you about the Shet's business, but I certainly know you. I have seen you come to our house, and know you. I do not recollect whether I ever saw you during the Shet's lifetime. It was after the Shet's death, I do not know how many years ago, that you came to our house. It was in the month of Vysak that I received the money; I do not know what day. I do not recollect whether it was a dark or moonlight night. Why should I not remember; it was in Wysek, and forget what night it was. I put the money in the room in front of the old house; they have now made an oratory of the place; the oratory has been made since. I cannot tell how many years after; Baba was standing there at the time; the house was empty. It was about 10 minutes after I took the money there, that Asaram came. The cartman came alone with him. I do not know the cartman's name. It was a box cart, with tilt over it. I do not know whether it was the one in which Asaram always drives. There was no torch-bearer with us. I came to your house through the gowan's gate. I went in front of Dewan's house. I do not recollect meeting any one on the road; I do not know your house; I remained at a distance. I do not recollect in which direction the gate was; I never came to your house before. I came at Asaram and Baba's desire. I know you were living in Kaka's house at that time. I know it from Asaram's telling me so. I came with Asaram, because the Baba sent me. I am only a servant; I do not recollect whether coming from the Baba's house to your's you passed the Shet's shop or not. I mean a cart where you put the things under the seat, by a box cart.

By the *Commissioner*.] I, Asaram, and the cartman, went to Nursoo Punt's;

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Asaram took the money, and gave it to the cartman; I do not recollect whether Asaram went into the house or not. Asaram is dead; Purshotum was the labourer who carried the money with me, is now present.

[The witness, admitting the above, withdraws.

Purshotum Bechur is called, and the Affirmation administered to him, and he is examined by the Prosecutor.

Purshotum Bechur.

I know Hurree Bucktee's Kitmutgur, Hurrea, for he took me twice as labourer. It was about 5, 5 ¼, or 5 ½ years ago; he took me to carry bags of rupees. I carried four bags; I took them at twice; I took them from Bechurbhaee's house to Baba Sahib's house, and after that I went home. It was not by daylight, it was about an hour and a quarter after nightfall; I never did any labour for them before or since. Hurrea called me as I was going home, so I went.

Cross-examined by the Accused.

I do not recollect what season of the year it was; it was a dark night; we put the money into the front house; I did not see the Baba at that time.

By the *Commissioner.*] I am a labourer; I have been a servant for the last five or six months, and before that lived by labour. My father was a servant in Hurree Bucktee's. My father died three years or so ago, and since then I have been in Hurree Bucktee's service.

[The witness, admitting the above, withdraws.

The inquiry is adjourned till Thursday the 10th, at 11 o'clock, to-morrow being a holiday at Baroda.

(signed) *W. E. Frere.*

Thursday, 10 July 1851.

Resumed proceedings from adjournment of the 8th.

The prosecutor and accused are in attendance.

The Commissioner continues to record the evidence for the prosecution.

Ballajee Runchore is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Ballajee Runchore.

I saw Exhibit (A.) first in the Residency here, about the 31st July, in last year. Some dufters had been brought from Baba Nafra's, and Soorujram and Shumbooram were sitting there, and I, Heerachund Wishwanath Sucaram and another, whose name I do not recollect, were examining them. I now recollect his name was Fuheealal; Hurree Bucktee's gomashtas and Baba Nafra's were there; I was looking at one duftur, and about four in the evening Sucaram said that a memorandum of Nursoo Punt's had been found, and all looked at it, and those who could read Marathee read it; Sucuram gave it to Shumbooram, who took it and read it to the Resident. Soorujram had told me and Heerachund to keep our eyes on the others, so I was doing my own business, and also seeing what Sucaram did. Wishwanath and Sucaram were sitting on Shumbooram's right, at right angles to him; I and Heeralal on his left, and between him and Soorujram; Shumbooram and Soorujram were I think on chairs, and the rest were sitting on the ground. Sucaram said, "a paper about Nursoo Punt," and then all looked towards him, and he took it in his hand. I do not recollect whether Shumbooram made any remark as to whose handwriting it was in. I went to fetch the bundles from Baba Nafra's, and so I know they came from thence. It appeared when Sucaram opened the bundle, as if it had been tied up for a long time. Soorujram and I only went from this to fetch the bundles, but Shumbooram and his goomashta, and Hurry Bucktee's goomashtas, brought them here with us. There was one of Baba Nafra's goomashtas with us; his name was I think Runchor, but I am not certain. The bundles were not opened between Baba Nafra's and their being put under the guard here; had they been so, I must have seen them. I do not recollect whether at the time the memorandum was discovered, any opinion was expressed about the handwriting.

Cross-

Cross-examined by the Accused.

The bundle from which the paper was taken would be about three or four seers weight. The cloth cover was a piece of kadee, very old and dirty. When the dufturs had been brought from the guard-room, Shumbooram or Soorujram, sometimes one and sometimes the other, told the carkoons to take bundles, and they took them from the heap; I cannot read and write Marathee.

By the *Commissioner*.] When I heard Sucaram say that the paper was Nursoo Punt's, I looked at him. The paper was in the bundle when I looked, and after I looked, he took it up; I went with the dufturs to the guard-room; I did not see any prisoner in the guard-room. Some of the dufturs had been placed ready for us at Baba Nafra's, but some, about 14, were concealed in an upper story, and Shumbooram and I went up and found them. They were on the third story in a small room, in which oils and pickles and such things were kept; the room was locked. I suspected something, by seeing the Brahmin who was with us looking at the room door, and spoke to Shumbooram, and he told him to open it, he said there was nothing in it; we then said that it must be opened, and he asked for the key, which the Brahmin said was lost; he then said a blacksmith must be sent for, and the Brahmin then went and found the key and opened the door; the bundle in which Sucaram found the paper was one of these 14 or 15 that was brought from above. I left this with Soorujram, but preceded him in arriving at the Baba's; Soorujram said he had some business with his Highness, and sent me to the Baba's. I found Shumbooram and Baba, and eight or ten men there. The Baba was telling his beads, and the others sitting round him, with the dufturs at a little distance; the dufturs appeared to be closed; some books and other miscellaneous ones were open (a bundle is brought in, and he shows the manner in which Sucaram was examining the papers).

[The witness, having admitted the above, withdraws.

Soorujram Gungaram is recalled, and the Affirmation administered to him, and he is examined by the Commissioner.

Soorujram Gungaram.

The prisoner in the guard-room, when the dufturs were put in there, was a fukeer, by name Gureebsah, on a charge of jhunjjee; he was imprisoned on the 8th July, and made over to the Rewah Kaunta authorities on the 24th September; I do not know whether he could read and write, but he was lying there very ill of fever, and lame.

[The witness, admitting the above, withdraws.

Wishwunath Gopal is called in, and the Affirmation having been administered to him, he is examined by the Accused, the Prosecutor not wishing to put any questions to him.

Wishwunath Gopal.

I saw the Exhibit (A.) first on the 31st of July 1850; I saw it in Baba Nafra's duftur; it had been brought here to be examined, and I was employed upon the examination. I was not employed in examining that duftur, it was Sucaram who found the paper. I was examining another duftur at the time; I was sitting next to Sucaram; I saw the paper first in Shumbooram's hands; Sucaram took the paper out and gave it to him, and it was shown all round. When he gave it to Shumbooram, he said, "Look, see what this memorandum is about." He did not say, that I heard, what the paper was about, he gave it to Shumbooram, and asked him. I have been employed here since last August, I was before that Bhow Shastree's servant.

By the *Commissioner*.] I do not recollect that Sucaram said what the paper was about; Sucaram was reading the paper, and asked him what occasion there was for his reading it; he then said it is of importance to see it, the papers were brought for examination, and I examined them, and then he gave the paper into Shumbooram's hand, and gave me no answer.

[The witness, admitting the above, withdraws.

Dhamodhur Dhoolubh is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Dhamodhur Doolubh.

This witness having, when he obtained leave on the evening of the 8th not to appear yesterday, promised to attend at 10 o'clock to-day, but the Commissioner had

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had to wait until past two o'clock for his attendance. As this is not the first occasion on which the Commissioner has been kept waiting for witnesses, and as the delay most materially impedes the progress of the inquiry, the Commissioner determines to make an example of the witness, and to request the Resident, as he is a man of substance, to call upon his Highness's Durbar to fine the witness 10 rupees for each hour he has detained the Commissioner, in all (40) forty rupees, which he trusts will prevent the necessity of his ever having to complain of unpunctuality again.

About six years ago I gave Hurreea Kidmutgur 20,000 rupees. The Baba had come to the shop, and was sitting on the Dewan Khana (place of business), and called for me and Bappoojee, the cashier, and told us to give 20,000 rupees to Hurreea, and Bappoojee took the money out and gave it to Hurreea. It was in the evening about nightfall, and Hurreea took it away; I asked Bappoojee some three or four days after, how the money was expended. I have entered the money in the ledger to the blank account. I produce the account with the entry, it is in Sumbut 1901; I also produce the book from which I took it. It is the monthly account (awra); the item there was written by Hurreelal; Hurreelal is not come here; he is a goomashta under me. Hurreelal writes these from a paper which I produce, and that paper Bappoojee writes. The only item in this ledger to blank account is this one; the item is entered on Vysak Sood 6th (May). I never asked Baba about the item; the Shet died a couple of months after, and Baba became authority, and what occasion was there to ask him? I do not recollect having told Colonel Outram that I inquired from Baba. It is my signature on the paper now shown me; it is my deposition, and that is true; what I have stated in the deposition, that when I asked Baba Nafra about it, he told me to write as Bappoo told me, is true; the meaning of entries to blank account is, that the money paid is not to be recovered. Bribes are entered in the blank account; I only know from what Bappoojee told me why the bribe was paid. I knew Asharam; he was a Banian, and Nursoo Punt is a Brahmin; they were no relations, but friends. There was some dispute between Hurree Bucktee's firm and the Shastree's (Gungadhur's sons), about dealings; but the amount I do not know; it was referred to arbitration, and is not yet settled; Asaram was one of the arbitrators. Neither the Shet nor Shettanees gave me any order about taking out these 20,000 rupees; only Baba Nafra. I do not know Bulwuntrow's handwriting; I do not know that he was Baba Nafra's confidential clerk.

Cross-examined by the Accused.

The Shet died in Badrupid Sood 2d, 1901. The Shet knows, I do not, whether there are any other blank entries, either before or after this. I am the mooneem of Samul Bucktee; at that time Baba was authority, so I know nothing of the blank entries; he did. During the Shet's lifetime he gave his orders to Baba, and Baba to me. Baba knows whether Gopal Myral has a share in the Shastree's dispute or not. I do not know anything about Myral Bucktee's firm. If orders had been given to enter sums paid on account of the Shastree's dispute to Myral Bucktee's account, it would have been done, Baba knows.

By the *Commissioner*.] Baba sent Bulwuntrao to Ahmedabad as his agent; it was in 88 or 89; it was something about Babajee Row and Bulwunt Row, Guicowar.

[The witness, admitting the above, withdraws.

The above paper of accounts and deposition are recorded, (B.) (C.)

Wittul Kundurow, alias *Bhow Sahib*, is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Wittul Kundurow.

I have seen the Exhibit (A.) about a year ago; I was sitting with the Resident, and Shumbooram brought this paper in and showed it to him; the Durbar questioned Baba Nafra about the paper; I do not know in whose handwriting the paper is. I do not recollect any memorandum coming to the Durbar from the Residency to attach Baba Nafra's books; I do not recollect having given any opinion about the memorandum when it was first shown to me. I know Bulwuntrao. Nafra, Asharam and Nursoo Punt were friends, I know. I do not know through whose interest Asharam got an appointment under

under the Durbar; I do not know what duties he had to perform; he was formerly in the Kurree purgunna, and after that in the Hoozoor; his pay was 200 rupees per mensem; his situation was, at his death, continued to his son; though I was minister at that time, I did not know all that was going on, so I do not know under whose influence the appointment was made; I do not recollect having told you about it.

The appointment was continued to the son till within the last four or five months. Asharam was an arbitrator in the Shastree's case; he was a great friend of Baba Nafra's; I do not know what was in their hearts, but his friendship with Nursoo Punt began to be the same as with Baba. On seeing the memoranda sent to the Durbar, I recollect the books were sent for; I think the books were sent immediately on the receipt of the memoranda; there was no delay in the Durbar. The Shettanee objected, and Soorujram came once to me about these books after the memorandum was received.

Cross-examined by the Accused.

I do not know when you came into the Residency office; Asharam was a servant in Hurree before you came here, but I do not know whether he was in the Durbar; I do not recollect when he came from Hurree. It is the custom of his Highness when a servant dies to continue some nemnook to his son; I do not know whether the son got the whole of the former pay, or only a share of it; I do not recollect what was the salary of his son when the service was stopped. Asharam was first brought here in Mr. Sutherland's time, when the Pitlard purgunna was attached; I do not know that when the attachment was raised Asharam and his Highness became great friends.

[The witness, admitting the above, withdraws.

Bappoojee Kooberdass is called in, the Affirmation administered to him, and he is examined by the Prosecutor.

Bappoojee Kooberdass.

(B.) is in my handwriting. Baba called to me and told me to pay 20,000 rupees to Hurrea, which I did; I do not know what it was about, but I afterwards asked him to what account it was to be debited, and he said to the blank account, but that it was to be paid to Nursew Punt Tatia; I gave the money to Hurrea, to no one else. The Shet told me that what Baba did was right, and signed the memorandum. I never spoke to the Shetanees. I do not know why it was to be given to Nursoo Punt; I never said that it was on account of Gungadhur Shastree's business; I said the business was going on then, that is all I know. My signature is on the paper shown me; it is a deposition; what I have stated there is correct. I did not recollect when I deposed above. The blank account contains money spent in bribes, or that kind.

Cross-examined by Accused.

I do not recollect, but there may be similar entries both before and after this one; the Shet never told me, that I can recollect, what the entries were about, nor did Baba. I never knew the Shet to take money for himself and enter it in the blank account. Both the Shet and Baba gave orders about the payments. Myral Bucktee has an account with the firm; expenses on account of the arbitration were debited to that; Gopal Myral had a share in Myral Bucktee's account; Baba knows why this item was not entered to the arbitration account.

By the *Commissioner*.] Myral Bucktee's account with Gopal Myral is not carried on now; Myral Bucktee's account was closed before 75. The item in the accounts for 1901 is carried on in those of 1902; the balance is carried on because the account has not been settled; the item has been brought down as a balance due to 1906.

The witness, admitting the above, withdraws, and the prosecutor requesting to be allowed some time to produce the witness Succaram, whose attendance the Durbar have failed to procure, and without whom he does not wish to examine Shumbooram, the Commissioner agrees to his request, and adjourns his proceedings until Monday, unless either the above witness, or answers to the questions sent to Bombay should be received earlier.

On Monday, to proceed either with this case, or a new charge.

(signed) *W. E. Frere.*

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Saturday, 12 July 1851.

THE Resident having informed the Commissioner that he had been advised that *Shumbooram*, one of the witnesses in this case, is so seriously ill that no hopes are entertained of his recovery, and requesting the Commissioner to take his deposition without delay.

The Commissioner, accompanied by the prosecutor and Vessowrow Nursoo, son of the accused, on his father's part, proceeds to the sick man's house, and there being satisfied that Shumbooram believes himself to be dying, does not administer an affirmation, but takes his statement as follows:

Examined by the Prosecutor.

Shumbooram.

The Exhibit (A.) is one that was found in Baba Nafra's concealed dufters; they were examining the dufters at the Residency, and I and Soorujram were sitting upon chairs, and the carkoon was examining the dufters, and this was found in them; it was a tall carkoon who found it, his name was Succaram; I was sitting on a chair and he was looking at them with me; the carkoon put the memorandum into my hands when he found it. The Exhibit is in Baba Nafra's handwriting; Sucaram had no time in which to introduce this paper, as soon as he saw it he gave it to me.

Cross-examined on behalf of the Accused.

When Bulwunt Row was copying papers at the Residency, I saw his handwriting, that is the only time. Sucaram, when he found the paper, only said, "Look at this." I had gone to Baba Nafra's and seized his bundles, and then Soorujram came there, and having heard from somebody, spoke of concealed dufters, and searching in a cupboard on the stairs, he found these wetted ones, which I call concealed; and it was in these concealed dufters, there were 14 or 15 of them, that the memorandum was found.

The witness, admitting the above, the Commissioner does not require his signature upon the Guzerattee deposition, which, for the greater security, the Commissioner took down and records, and the Commissioner withdraws.

(signed) *W. E. Frere.*

Friday, 25 July 1851.

THE prosecutor informing the Commissioner that Succaram Mookun is in attendance, the inquiry into this case is resumed.

The prosecutor and accused are in attendance.

Succaram Mookund is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Succarum Mookund.

THE document (A.) I first saw in the Resident's room here about a year ago; it was in a dufter; the dufter, I heard, was brought from Baba Nafra's. It was Soorujram gave me the dufter to examine in the Resident's presence; I was told to look at the dufter, and see if there were any useful papers in it. By "useful," I mean papers about giving bribes to any one, and I took this paper out of that bundle. The bundle was tied up with an old knot, and I looked at it, and am sure I did not put the paper in, or anybody else. The Resident remarked at my looking at the papers quickly, and I said "Yes," that I read them and saw them all. It was an old paper, and the bundle was tied up tight, and it came out clear; I should say the bundle had not been opened for a year or 18 months. There was a jury sat upon the handwriting, but they did not recognise it. Bulwuntrao Nafra was questioned about the handwriting, but he did not admit it; his handwriting was compared with the paper. Baba Nafra's accounts were examined in my presence; I did not examine them, but I saw some items in them; I saw this item of 20,000 rupees in them. It was before this paper (A.) was discovered that I saw the item in the books.

Cross-examined by the Accused.

I was asked by Soorujram, who is an acquaintance of mine, to examine these dufters. I had come to Baroda from Edur to see a friend; I was in the

the Edur Raja's service, and was in hopes of obtaining service here. It was about 10 or 15 days after I came here that I was employed on this search; I came every day to examine the dufters. It was the second or third day of the search that I found this paper; it was a red bundle, and of more than a seer weight. There were other waste papers and miscellaneous papers in the bundle; I do not recollect of what year. The bundles that were opened one day were fully examined that day, not left half looked at. I am not certain whether the papers were of one or more years; they were miscellaneous papers. There were no other papers of receipt and payment like this in it; this was the only one of the kind I found. Sumbooram, Soorujram, and Wishwunath were sitting by me at the time. This was, I think, found after the memorandum in Lardkoovur's case; how many days, I cannot recollect. It was in Hurree Bucktee's accounts that I saw the item for 20,000 rupees, but which firm I cannot recollect; the papers and accounts are all Hurree Bucktee's, though these papers were seized at Baba Nafra's. I do not know whether the item of 20,000 rupees was in the books brought from Baba Nafra's, but it was in some of Hurree Bucktee's books. I did not go to Edur afterwards; I remained with my sick daughter. I am in nobody's service now; I am not in Gopal Myral's service; I was only temporarily employed in Kattyawar. When my work was done there, I left the service; there was no offence proved against me for which I was turned off. My last service was in Jinjuwara.

Re-examined by the Prosecutor.

There were several persons besides the three I have mentioned above present when I found the paper. Gopalrow Myral's carcoon came with me here. Nowsaree is in Gopal Myral's charge, and my daughter is there, so I was sent for, and came through him. Gopalrow held out hopes of service to me for some days before this paper was found; he then said he would not employ me. I came this day, just now, to Baroda. The horseman who brought me from Nowsaree took me to Gopalrow Myral's, and he sent me here. The carcoon took me to Tambekur Bhow Sahib, and told me to remain outside; he went in, and then brought me here. I have had no communication with any one else.

By the *Commissioner.*] It was because I saw Nursoo Punt's name on the paper that I kept it, and showed it to Shumbooram. The order was general to look for suspicious papers. Nursoo Punt's name was not mentioned. It was seeing the name made me inquire if the paper was of any use. I gave the paper either to Shumbooram or Wishwunath; they were sitting together.

[The witness, admitting the above, withdraws.

The prosecutor stating that this completes the evidence he has to offer, as he before stated that the other witnesses were not material The more important having been examined, the Commissioner is of opinion that the evidence of Baba Nafra should be taken in the case, and therefore before closing the case for the prosecution requests the Resident will procure his attendance to-morrow; and the case is adjourned.

(signed) *W. E. Frere.*

Saturday, 26 July 1851.

RESUMED this case from yesterday.

The prosecutor and accused are in attendance.

The Commissioner informs the accused, which he omitted to do yesterday, that he intends to examine Baba Nafra, and wishes to know whether he has any objection, and requires the three days' notice.

The accused having no objection, the witness is called in.

Wamunrow Venkutesh, alias *Baba Nafra;* the Affirmation is administered to him, and he is examined by the Commissioner.

Damodhur Doolubh and Bappoo Koobeir, goomashtas of Hurree Bucktas; they have been employed for 10 or 15 years. I have, from my birth, for 40 or 43 years, Wamunrow Venkutesh.

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43 years, been in Hurree Bucktee's service; I never was in any other. I do not recollect having given Dhamodhur and Bappoo 20,000 rupees about six years ago, nor having told him to give that sum to Hufrea Kitmutgur. It was the custom of Samuldass' time, and also of the Shet's, when money was to be paid, for the Shet to give it: two or three did not know about it. I did not know of the payment of 20,000 rupees at the time; I was then in Government employ, not in his private service. I have been full agent since 1871; I made a mistake, I mean since 1901. It is six years ago; it was on the 1st Shravun Sood. I only told Bhow Sahib about this 20,000 rupees, the same that I have now said. I do not know who has the money, nor where it is gone; it was of his time, and he told nobody. The item is entered in the blank account; I have shown it to the authorities. The blank account is, if he had to give any sums in private without mentioning it to any one, it was entered in the blank account. If any money was to be given to any one; for instance, to one wife's father, and not to the other, or for service, they were entered in this account. Bribes were also entered in this account; they entered thousands of items there. Shewlall was formerly moonum of Hurree Bucktee's; he died about 1887 or 1888; I was moonum after he died. The Shet was then alive; I have been mooktear for seven years. The Shet also took care of the business before. I do not recollect how often they took my deposition in the Durbar about this business. I know my brother Balwuntrow's handwriting, but his hand shakes, so he does not write now, and my eyes have been weak for the last two or three months, so that I cannot see well. Three of the papers now shown me (among them is not (A.), are like my brother's handwriting, but I cannot say for certain that they are written by him; the others are not like. The dufturs which were found in the third story were only those about the Shastree's business, and I kept them up there; the other dufturs were in every place, but Shumbooram came and collected them. I do not know whose handwriting the totalling of (B.) is in. It has been customary not only in our house, but with all firms, to have blank accounts from the first. Private concealed items are only entered in the blank account, not in any other. Items of this kind might be in Bechur Samul's account; it is as the owner pleased; if he pleased it, they might be entered there. The owner does as he pleases; if he chooses he carries on the blank account to another year; there is no rule for concealed items. The oratory was built during the Shet's life, but I am not certain whether it was in 1900 or 1901; it was, I think, in 1900. The idol was placed there in Falgoon, I am certain.

[The witness, admitting the above, withdraws.

The case for the prosecution is now closed, and the accused requesting to be allowed until Thursday the 31st instant to prepare his answer, and the same being complied with, the case is adjourned until that day.

(signed) *W. E. Frere.*

Thursday, 31 July 1851.

RESUMED this case from the adjournment of the 26th.

The prosecutor and accused are in attendance.

The accused having sent yesterday by his son to request the Commissioner to have Narrayen Row Mahadew, mujmooda; Krishn Row Junardhun, moonshee; Succaram Sudasew, Oontawutkur Dhondew Bappoojee, Baba Deurow, and Bappoo Shastree in attendance as witnesses on his behalf, the Commissioner requested the Resident to procure their attendance. This morning the Commissioner received a note from Kessowrow on his father Nursoo Punt's behalf, informing him that having heard that Soorujram, the native agent, had met Bhow Tambekur (the minister) last night, he suspected the witnesses had been tampered with, and consequently did not require them, and begged they might be countermanded; the Commissioner, however, did not countermand them, but has them in attendance, in case, on reconsideration, the accused might wish to examine them.

The accused gives in his defence, which is read and recorded (F.)

The

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The accused also gives in characters given to Asharam by the officers under whom he has served, and correspondence he (Nursoo Punt) had regarding the appointment of native agent, and characters which he had earned while so employed. Copies of all these are recorded (G.)

The Commissioner is of opinion that it is necessary for the ends of justice that Soorujram should be examined as to the object of his meeting Bhow Tambeekur last night, and he is accordingly called in.

Soorujram Gungaram is called in, and the Affirmation having been administered to him, he is examined by the Commissioner.

Soorujram Gungaram.

I met Bhow Tambekur last night; he came to my bungalow; it was about half-past seven or eight o'clock; he is in the habit of coming there; he came there the night before last, the 28th. He sent a man to inquire at what time, when he was taking his drive, he should find me; I told him I should be rather late when I got home, as it was late when I left office. It was bathing time, and then my people, seeing his torches, told me Bhow Saheb had come, so I put on my turban, and went to where I do my work and sit at home to meet him. After some conversation, he told me that a memorandum had come to call some of the Durbar people, and asked what it was about; I told him I did not know; that Nursoo Punt had sent the names, and the men were sent for. He then asked if they were little late in coming, that they might be excused, as they were people who dressed before they came, and that he would send strict orders to them; I said they must come before 11, as the Court sat then. He then said, "If they should be late, represent to the gentleman that it is their fault; I will send them." He then asked for paun suparee, and then he took his leave; he then, as he was getting on his horse, said he would come again. I mentioned the circumstance to Colonel Outram, as I always do, when Bhow Saheb sent to inquire when I should be at home. I mentioned what I have said above to Colonel Outram. Bhow Saheb asked me if there was no treachery in sending for these men; he asked whether the people had conspired, or what had happened, but I told him I did not know. I do not know where Bhow went after he left me. Bhow Saheb has come to my house once or twice at night, at seven or half-past seven. The Bhow Saheb said nothing to me about the men giving their evidence; I told him that some of the people were called, who had refused to be sworn, and asked whether there would not be some difficulty, but he said, "No, I have been sworn, so there will be no more questions about it."

[The witness, admitting the above, withdraws.

The accused stating that he has still no wish to examine the witnesses who have been called, they are dismissed.

The documents requested by the accused are received from the Resident, and filed as follows:

Memorandum from Meer Sumpraz Ali and Wamun Row to Mr. Ogilvy, dated 10 May 1845, and Enclosure (H.)

Ditto - - ditto from Biccajee Rugonath and Wamun Row Dhondeo to ditto, of same date, with Enclosures (I.)

Answer to the above two memoranda, dated 14th May 1845, and Enclosure (J).

Memorandum from Meer Sumpraz Ali and Asaram Purboedas to Mr. Ogilvy, dated 18th May 1845 (K.)

Answer to the above, dated 23 May 1845 (L.)

The accused having examined the books of Purshotum Runchor for the year 1902, produces an item on the 2d Magseersood, of 20,000 rupees from Runcher Bolanath, to be at interest at 3 per cent.

Bugwan Bowaneedas is called in, and the Affirmation administered to him, and he is examined by the Accused.

Bugwan Bowaneedas.

THE item of 20,000 rupees in the books now shown me is in the handwriting of Gokal, who wrote the accounts of Pershotum and Narrayen Runchor in Baba's shop. He is now dead. I do not know Runchor Bolanath. I never heard that as the name of any person, merchant, or firm.

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Cross-examined by the Prosecutor.

The item of 20,000 rupees credited to Vishnoo Narrayen is in the same book, in 1903.

[The witness, admitting the above, withdraws.

The above entry of 20,000 rupees is extracted and recorded (M.)

The defence is here closed, and this case is adjourned until Thursday next, the 7th August, for the prosecutor's reply.

(signed) *W. E. Frere.*

Tuesday, 12 August 1851.

THE Commissioner, having adjourned the cases 1 and 3, as mentioned in those cases, and not having taken the prosecutor's reply in the latter until the 9th instant, adjourned this case until to-day, when it is resumed.

The prosecutor and accused being in attendance;

The prosecutor proceeds to read his reply in this case.

The prosecutor then proceeds to offer exhibits in support of his reply.

A memorandum from Myral Bucktee, dated 2d June 1845, showing the amount of claims of Myral Bucktee against the sons of Gungadhur Shastree, to prove that if, as Nursoo Punt alleges, the bank indirectly offered to cancel the claim for 15,000 or 20,000 lacs of rupees, it indicated fear on their part of an impartial umpire; to prove also Nursoo Punt's betrayal of trust, in not bringing to notice this offer to compromise the claims of which he had then to Colonel Outram in a great measure advocated the justice of.

As this does not form any part of the charge, and the accused has not brought any evidence with which to support his allegation, the Commissioner does not think this evidence requisite, and does not record it.

Memorandum from the Shastrees, dated 10th May 1845, urging their claims, together with petitions written by them prior and subsequent to the 12th May 1845, to prove that they were not, as Nursoo Punt alleges, indifferent to the pecuniary consideration involved in the dispute, and that they had confidence in the justice of their cause.

For the same reason as stated above the Commissioner does not record these papers: nine letters written by the Residents at Baroda, from the 16th March 1844 to 13th January 1849, adduced to prove that they had made unsuccessful efforts to have the dispute brought to a satisfactory conclusion, and that they were ignorant of the offer of compromise.

With the exception of a letter from Mr. Ogilvy to the Chief Secretary, No. 107, dated 13th March 1845, none of the others appear to bear upon the points at issue, and the Commissioner will not record them.

Mr. Ogilvy's letter and accompaniments is recorded (N.)

Nursoo Punt's diary, from the 14th March 1845, the date of the appointment of the Punchayet, till its proceedings ceased on the 7th December 1846, to prove that Nursoo Punt never brought to the Resident's notice the alleged readiness of the bank to compromise their claims for 15,000 or 20,000 rupees.

As this document is offered to prove a negative upon the affirmative of which no evidence has been offered, and as the accused states that he cannot point out in it an entry of his having brought the fact to the Resident's notice, the Commissioner does not record this document.

Eight letters from Government to the several Residents, having reference to the nine letters offered for record above.

As the answer to Mr. Ogilvy's letter is the only one that is required, the above letters having been rejected, that alone is recorded.

Chief Secretary to Government, No. 1905, dated 18th April 1845 (O.)

Report to Government, No. 159, dated 11th July 1850, of a bribe of 15,000 rupees having been sent by Baba Nafra to Soorujram, native agent, only 18 days after his arrival, to prove that bribes, contrary to Nursoo Punt's allegation, are not always given for services performed, but sometimes in anticipation of services.

As it is a question for the decision of the Commissioner whether bribes are paid in advance or arrears, and no proof can be afforded in the case now under consideration

consideration from what has been done in other cases, this document cannot be recorded.

Certified extracts from reports by previous Residents, to show that the Guicowar used a bias in favour of the firm, and was interested in securing a decision in their favour.

As the documents recorded, (N.) and (O.), are sufficient to prove so much of this point as bears upon the present case, the Commissioner does not think these further documents are required, and therefore does not record them.

Government Order, 15th March 1845, of Sir R. Arbuthnot's appointment, to prove that at the date of the alleged bribe the bank were aware of Sir R. Arbuthnot's appointment, and were expecting his arrival.

As there is no part of this question turning on the fact of Sir R. Arbuthnot's appointment, and the date of it, the Commissioner does not think this evidence requisite, and does not record it.

Certified list of the persons employed to examine Baba Nafra's private papers, chopras, &c., at the Residency, and the goomashtas who were then present to disprove the allegation by Nursoo Punt, that the persons employed were all Government servants, and in the interest of Soorujam.

As the accused has not in his cross-examination of the witnesses to this point shown any grounds for suspecting unfair play, nor adduced any evidence on the subject, the Commissioner does not think it necessary to examine witnesses to prove the point now offered, which, whether proved or not, cannot under the circumstances noticed above affect the merits of the case.

Memorandum addressed to the Durbar on the 24th July 1850, to prove that Baba Nafra's papers were required to enable the Resident to trace the bribes in the Joitabhaee case, and not, as alleged by Nursoo Punt in his defence, with a view to convict him of having received this 20,000 rupees.

As it is a mere allegation that this memorandum is required to disprove, and the allegation suggests a conspiracy, the recording this document would not, if there had been a conspiracy, remove the proof of it, and as there is no proof offered of conspiracy the allegation must stand or fall on its own merits, and the Commissioner does not think it necessary to record this document.

Report to Government by Colonal Outram, No. 273, dated 16th December 1850, relative to a memorandum of a bribe paid through Larcoba, and supposed to have been given to Mr. Andrews, discovered in the early part of the same day with that regarding the 20,000 rupees paid to Nursoo Punt, to rebut the allegation by Nursoo Punt that Colonel Outram simply prosecuted the investigation implicating him from vindictive feelings, by showing that he lost no time in communicating with Mr. Andrews, and took much trouble in endeavouring to expose Larcoba's conduct.

For the same reason that the Commissioner rejected the proffered evidence of the bribe offered to Soorujram, and for the reasons stated in rejecting the last exhibit offered, the Commissioner does not think it necessary to record this document.

A memorandum from the Durbar, dated the 3d instant, with reference to Nursoo Punt's insinuation that the witnesses he wished to call might have been tampered with, which prevented his calling them, offered out of respect to the Court to prove that no such improper influence had been exerted.

As the Commissioner was satisfied with Soorujram's evidence, taken on the 31st July, that no such influence had been used, he does not think any further evidence requisite.

List of suspicious papers found among the bundles of papers among which the memorandum about the 20,000 rupees was found, in order to disprove Nursoo Punt's allegation that no other indications of bribery were discovered except the memorandum, against him.

As it is a mere allegation that this list is required to disprove, and the accused has neither in his cross-examination of witnesses nor on his own defence brought evidence to support it, it does not require any proof to be brought to rebut it, and the list is therefore not recorded.

Appendix (A.) to a report made to Government on the 10th April last, to prove the circumstances under which the evidence of those concerned in the payment of the 20,000 rupees to Nursoo Punt was obtained, to disprove his allegation that they had been withheld from an improper motive.

As these are stated to be the eight depositions of the witnesses to the payment

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ment of the 20,000 rupees which are mentioned as exhibits in the list given in by the prosecutor on this charge, and as such the accused was at liberty to call for them if he required them, and have them recorded, the Commissioner is of opinion now, as he was when the evidence was being taken for the prosecution, that as they were not required to rebut the evidence of the witnesses then given, they were not evidence for the prosecution, and he sees no cause for changing his opinion and recording them now.

Another extract from the Appendix to the same Report, to show Colonel Outram's motives in requiring Mr. Grant to let the witnesses be examined by his sheristedar, and thus to rebut Nursoo Punt's argument that this second examination was designed unfairly to prejudice him.

As this Commissioner is appointed to try certain charges brought against Nursoo Punt, and not to inquire into the motives with which Colonel Outram is actuated, the Commissioner does not think it would be relevant to the duty with which he is charged were he to receive evidence to prove what Colonel Outram's motives were when only impugned by suggestions of the accused in his defence; and he therefore does not record this evidence.

Another extract from the same report, to show that though the witnesses when examined by the sheristedar desired to have their former depositions read over to them, this was not complied with, to prove that the elicitation of truth was all that was sought for.

For similar reasons to those given above, the Commissioner will not record this document.

The ledger of Samul Bechur for Sumbut 1901, to prove that the same item of 20,000 rupees is in the khata-waee as in the ankrawaee, to rebut Nursoo Punt's assertion that the item is not in the former book.

The books having been produced, and the item being found in it, the Commissioner does not think it necessary to record extracts, as the books had been detained at the accused's request and for his use for some days, of which he did not avail himself, and it is not necessary to record evidence to refute an assertion which is found not to be founded on fact.

Extract from letter from Government, dated 14 June 1847, directing Colonel Outram to use his best endeavours to bring the case to a satisfactory conclusion.

The native agent, Nursoo Punt's, report upon the subject bearing in the Paruk's favour.

Colonel Outram's report to Government, dated 8 March 1848, to prove that he disregarded Nursoo Punt's suggestion.

As Nursoo Punt's report is the only evidence against him in these papers, the Commissioner does not record the letters, but records the report (P.)

The prosecutor now offers to call witnesses to rebut the accused's defence.

Wamunrow Venkutesh, alias *Baba Nafra*, is called in, the Affirmation administered to him, and he is examined by the Commissioner.

Wamunrow Venkutesh.

Ramjee was placed in the oratory on Falgoon Sood 7th; there was a cattle-shed on the place before, and if there was a marriage they put the shed there. The business of building the oratory was going on a year, or seven or eight months before. There was work carried on there, more or less, after the idol was placed there. Sometimes the work was carried on after the idol was placed there, and then it was stopped for a few days; it might have gone on for six months, a year or two, there was nothing fixed. Myral Bucktee's firm has been closed; it was closed when Gungadhur Shastree left. Dackjee Dadajee came here in Sumbut 1872 (1816-17), and it was closed then. I do not recollect whether Myral Bucktee's account is still carried on with Hurree Bucktee, but there probably will be some small one. There are no expenses in feeding the arbitrators when a cause is referred to arbitration. From the time Myral Bucktee's firm closed, that account was stopped. The expenses of arbitration, if any, might be entered to that account, but without seeing the books I cannot tell. Premlall was employed as carkoon on this arbitration; he might have got 1,000 rupees or so for his work. I paid half, and Gopalrow paid the other half. I might have debited my share to Myral Bucktee, but his account was closed; if I did not debit it to him, it might have been to Hurree Bhugtee or Samul

Samul Bucktee. I have built a house in front of the oratory; I built it 12 or 14 years ago, but I am not quite certain as to length of time.

[The witness, admitting the above, withdraws.

Hurreea Baeechund is called in, the Affirmation administered to him, and he is examined by the Commissioner.

Hurreea Baeechund.

I took the 20,000 rupees from the shop to Baba Nafra's house. It was in the Kowawalla house, in front of which they have built the oratory, that I placed the money; it was in the house I placed it, not in the oratory. They were building the oratory then; they had placed the idol there at that time. I went into the room through the wicket, and put the money in the room. There was a road between the oratory and room; the oratory and room are now in one.

[The witness, admitting the above, withdraws.

The prosecutor requests the Commissioner to adjourn the inquiry, in order that Shumbooram, who was unable to attend to-day, might be able to attend and depose to the search the Resident caused to have made to discover Asharam's cartman, now stated to be dead, and thereby rebut the accused's insinuation that he might and ought to have been produced.

The Commissioner does not think this necessary. If the accused had pointed out who the man was, or that Asaram's cartman was still alive and could be produced, his evidence might have been taken; but the Commissioner thinks it irrelevant to the duty with which he is charged, to inquire into the exertions the prosecutor made to discover evidence.

The prosecutor offers to call evidence to prove that though the accused throws doubts upon Dhamodhur Doolubh's evidence, from the fact of his having in his deposition, recorded in the case under (C.), stated that he had been in the service of the firm ever since the death of his father, on the 1st Ashad Vud, Sumbut 1901, whereas the entry in the books of the 20,000 rupees was made six months before, there was nothing improbable or impossible in it. As there is no question about the entry being in Dhamodhur's handwriting, and his father having been mooneem goomashta, it is most probable that he was also writing in the firm, though he might not have been employed in it as a servant; and as the accused has not offered any evidence to support his suggestion, the Commissioner sees no cause for taking this evidence.

The prosecutor next offers evidence to rebut the impossibility, as urged by the accused, of the cart having been brought to his house at past nine o'clock, as the gates of the town are always shut at half-past seven at night.

It was for the accused to have produced evidence to prove the impossibility of the gates being open after that hour. As he has not done so, no evidence is required to rebut it.

The prosecutor, in order more clearly to establish the fact of (A.) being in Bulwuntrow Nafra's handwriting, and not written by a Goozerattee learning Marathee, requests the Commissioner to send the papers written in his presence, with letter (A.), to Surat, Poonah, and Bombay, to be submitted to any persons the Commissioner may think fit there, for their opinions.

The Commissioner does not think such a course necessary. It never was suggested in cross-examination that the above was the case, and if it had been, the Commissioner could then have satisfied himself on the subject; nor has any evidence been adduced to support the suggestion; that which the accused did proffer having been withdrawn, the Commissioner thinks that the document should be left to be disposed of upon the evidence already given.

The prosecutor having nothing further to exhibit, the case is therefore here closed.

(signed) *W. E. Frere.*

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Finding.

Fourth Charge.

In the fourth charge Nursoo Punt is accused of having, "on or about the 12th May 1845, received from Baba Nafra, managing goomashta of the firm of Hurree Bhugtee, 20,000 rupees as a bribe, given apparently to secure his (Nursoopunt's) service in behalf of the firm, supposed to be on account of the case then pending before Government concerning the dispute between the above firm and the sons of the late Gungadhur Shastree."

This case, which arose from the discovery of the Memorandum (A.), (copied in the margin*) among some papers of Baba Nafra's, will be made very clear by a consideration of the evidence produced to support it. This evidence may be divided into the five following heads: first, to finding the document (A.); secondly, whose handwriting it is in; thirdly, to the payment of the money; next, how it is entered in the books; and lastly, the object for giving a bribe.

* *See* below.

And first, as to finding the document (A.) Soorujram Gungaram, the native agent (page 1448), and Ballajee Rumchore (page 1452), depose to having gone on the 24th July 1850 with others to fetch some papers from Baba Nafra's, which, as connected with the Joitabaee case (page 1461), the Durbar had been requested to attach; they proceeded to examine the house, and found a small closet on the third story, at which their attendant looked hard; on observing this, Ballajee suggested that the closet should be opened; the Brahmin said there was nothing in it, and the key was lost, so Ballajee said a blacksmith must be called to open it, and the Brahmin then went to search again for the key, which he found, and, the door being opened, 14 bundles were found there, which Baba Nafra (page 1458), says refer only to the Shastree's case; these bundles, together with the others found below, were taken to the Residency, and put under custody of the guard, and kept in the "lock-up," in which was one prisoner, Gureebsha by name, suspected of being a Thug, lame, and ill with fever. The contents of these bundles were afterwards examined in the Resident's presence, and on the 31st, when the Resident had gone into an adjoining room with Wittul Kunderow, the minister (page 1454), Sukaram Mookund (page 1456), who had been desired generally to look for useful or suspicious papers (he called them both, though he says the order was to look for suspicious papers), found (A.) in the bundle he was looking at; the bundle had the appearance of being old, and not opened before for some time; Sukaram gave the paper to Shumbhooram (page 1456), the kotwal of the city, who was sitting by, and who took it to Colonel Outram, and showed it to him in the minister's presence. This account is corroborated by Hurree Appajee (page 1450), who had brought papers for the Resident's signature, and during the Resident's absence sat down, and was looking on, and also by Wishwanath Gopal (page 1453) and Ballajee Runchore (page 1452); but, as they were also employed themselves at the time, their evidence is not of much weight.

This is the evidence to finding the document, and to this Nursoopunt, in his defence (F.), in the 4th paragraph, objects that a list of these papers should have been made in Baba Nafra's presence before they were removed from his house; that they should have been kept locked up in the Residency, and that during the examination some of the Baba's people ought to have been present. With regard to the second objection, it appears to the Commissioner that the papers were just as secure from being tampered with when under charge of the sentry on guard as they would have been under any key or seal, since Nursoopunt's enemies, if the vindictive people he would lead us to believe, could have found no difficulty, being in the public service, in tampering with the papers, though kept

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(A.)

Memo. ——— Sumbut 1901.

Cr.	*Dr.*
Received from the firm of Hurree Bhugtee, through the hands of Hurreea Khidmutgar, ready cash, on the 6th Veishakh Soodh, 20,000 rupees. *Rs.* 20,000.	Expense account made over to Asharam Purbhoodass to give to Nursoopunt Tatia, ready cash, 20,000 rupees. *Rs.* 20,000.

kept under lock and seal; and, with regard to the two other objections, as Nursoopunt and Baba Nafra are, he declares, at enmity, a list in Baba Nafra's presence or the presence of his carcoons at the examination could have been no protection to Nursoopunt. The prosecutor, however, in his reply, offered to prove (page 1461) that all the persons present at the examination of the papers were not public servants, and in the interest of Soorujram, but, for the reasons then given, the Commissioner did not receive this evidence.

To Soorujram, Nursoopunt objects that, with a view to further his own prospects, he aids Colonel Outram, who is enraged with him (Nursoopunt), and so no reliance can be placed on Soorujam's evidence; but this assertion goes to weaken the arguments used above, regarding the bundles not having been properly secured, for if Soorujram, the native agent, is Nursoopunt's unscrupulous enemy, keys and seals would not have prevented the paper in question from having been surreptitiously introduced into any bundle.

Against Shumbooram, Nursoopunt objects (paragraph 4, clause 4) that he is at enmity with him, but of this he has offered no proof, nor even suggested any, except the evidence of Mr. Mansfield, now in England, and consequently in this case, as in all others he ever tries, the Commissioner gives no weight to mere asseverations of general enmity. In a note on this paragraph, Nursoopunt hints that Shambooram, who was supposed to be dying, and whose evidence the Commissoner went and took upon what appeared to be a death-bed, was actuated in his evidence by a desire to obtain the Resident's favour for his children when left fatherless, rather than by a love of truth; no such idea struck the Commissioner at the time, for the sick man gave his evidence as if he thought his last hour at hand, and when taking leave of the Resident in what appeared a very natural manner, he begged his protection for his sons, who were weeping round his bed.

Nursoopunt also charges the minister, Wittul Kunderow *alias* Bhow Tambeekur, with enmity, as he does Wishwanath Gopal, through Balkristna Gungadhur.

To Succaram Mookund, Nursoo Punt objects, that he is described improperly; that he is not a carcoon of Captain Wallace's, but a friend of Soorujram's, the native agent, and that he was turned out of the Government employ, and has, at Soorujram's suggestions, been employed by Gopalrow Meiral. Of all this he has offered no proof, and the conclusion must be, that he has none to offer; but the Commissioner cannot help remarking, that if Gopalrow Meiral is the same person as the man bearing that name who, summoned as a witness for the prosecution, treated the Commissioner with very little respect on the 25th June, he would hardly seem to be a person likely to aid the prosecution in this or any other case; and, considering how long the inquiry was delayed for Succaram's attendance, while he was re-called from Nowsaree beyond Surat, when he ought to have been in Baroda, the Commissioner cannot think that either the witness or his master have shown any wish, either to favour the ends of justice, or to appear as witnesses against Nursoo Punt.

As regards Ballajee Runchore, Nursoo Punt expresses his surprise as to how he came to be employed on this work, and how he could attend to his own business, and watch Succaram; the Commissioner has not given much weight to Ballajee's evidence, so this does not require notice.

Against Hurree Punt, Nursoo Punt objects, that he was not present from the first, nor did he see the bundle opened; but these are objections of no importance; his presence there is well accounted for, he had nothing to distract his attention, he saw the paper found, and the Commissioner sees no reason why he should not be believed.

Nursoo Punt objects also, in clause 6th, para. 4, to the description given of the bundle by the witnesses. The Commissioner used his utmost endeavour to ascertain whether a bundle was brought from Baba Nafra's on the 24th, and the same opened on the 31st July 1850, and whether it was likely to have been opened before, while at the Residency, and whether a paper was found in it. The Commissioner thinks there is very good proof on all these points, independent of the witnesses declaring that Colonel Outram was cognisant of it, and the Commissioner will not believe that Colonel Outram could so allow his feelings as a prosecutor to overcome all his better feelings, as to sit quietly by while men were falsely deposing to facts having taken place in his presence;

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and, therefore, whether the bundle weighed one or four seers, and in whatever cloth it was tied, the Commissioner is well satisfied that Exhibit (A.) was found in a bundle of papers brought from Baba Nafra's, in the Resident's room at Baroda, on the 31st July 1850.

In the 10th clause of the 4th para. of his defence Nursoo Punt suggests the improbability, that while Hurree Bhugtee's accounts showed innumerable blank entries, only two memoranda should be found, and both of these against him. In the next clause he refers to a similar memorandum regarding one Larkoba, which he there suggests was what made some evil disposed person originate the idea of having similar memoranda found regarding him; but the Commissioner can see nothing to lead him to conclude that these memoranda are the result of conspiracy; and as for the idea that memoranda only regarding Nursoo Punt were found, he himself has refuted that, and the prosecutor (page 1461) tendered a list of suspicious papers found at the same time with these, to disprove that suggestion; but this evidence, upon Nursoo Punt's own showing even, was not required.

The next point to which witnesses are called, is to prove that this paper (A.) is in Bulwuntrow Nafra's handwriting. The prosecutor produced other papers, which he said were in Bulwuntrow's handwriting, and as there were no witnesses who professed to have had a previous knowledge of his hand, but all had become acquainted with it since this paper was discovered, the Commissioner sent for Bulwuntrow, and made him copy (A.) two or three times, and having put those copies up with the papers produced by the prosecutor, showed them together with (A.) to the witnesses. All, except (A.), were acknowledged by Bulwuntrow as his (page 1451). His brother, Wamunrow (page 1458) thought three of them, but not (A.), like his brother's handwriting. Babajee Purushram (page 1451) declared they were all in Bulwuntrow's handwriting. Bayajee Wayjnath (page 1450) recognised three papers as being in the same handwriting as (A.); two of these three Bulwuntrow wrote before the Commissioner; while Ramchunder Junardhun (page 1450) selected seven out of the ten papers as being in the same handwriting, and among them was (A.). Shumbooram's evidence on this point (page 1456) is not of much weight. Against this evidence Nursoo Punt, in his defence (F. para. 4th, clause 12), contends that the paper must have been written by some Guzerattee learning Marattee, as the shape of the letters are dissimilar, and some words are spelt in a manner no Deccanee Brahmin would spell them, and of these he gives five instances. First, the S in Sumvut, which certainly is not written boldly, but Bulwuntrow Nafra's is not a bold hand. 2d. The figure "2," this bears no more relation to the common form of the figure in Guzeratee than in Marattee, being peculiar, and unlike either. 3d. The spelling of Bugteedass, which in the memorandum is spelt with a (g) instead of a (k), the difference being whether it is Bugteedass, or Buckteedass. 4th. The word is spelt "Kuruck Kata," instead of "Kruch Kata;" and, lastly, that his own name is spelt Nursew, instead of Nursoo, as he spells it. The Marattee is in the margin, but none of these objections appear to the Commissioner of any importance, nor do they prove that Bulwuntrow Nafra, whose family for the last three generations have been living in Goozerat, might not have written it; nor has Nursoo Punt proved that Bulwuntrow writes pure Maratha, or more purely than the orthography of this memorandum would indicate; while in the next, the 5th case (page 1539), Bulwuntrow himself admits that he is not a good writer, and does not write much; thus admitting the justice of Nursoo Punt's strictures on the handwriting, and strengthening the probability of his having written the memorandum. Nursoo Punt further contends that Ballajee, Ramchunder, and Bayajee are all friends of his enemy, Baba Furkey, but of this he has produced no proof, and, consequently, the Commissioner takes no notice of it.

As in Mema ought to be written "Maratha."

Nursoopunt, though he has not mentioned it in his defence, requested the Commissioner to summon (page 1458) six persons as witnesses on his behalf, apparently to disprove the handwriting; but subsequently, as Nursoopunt had reason to think, from the native agent having met the Minister, that the witnesses had been tampered with, he begged they might be countermanded. This the Commissioner did not do, but had them in attendance; and thinking the native agent's tampering with the witnesses much too serious to be passed over without further inquiry, examined him (page 1459) to know the purport of

his

his conversation the night before with the Minister. This Soorujram explained, and the Commissioner then asked Nursoopunt if he still did not wish to examine the witnesses who were in attendance, but Nursoopunt still declined (page 1459), and the witnesses were accordingly dismissed. Nursoopunt offers no further evidence on this point, but urging that to call for evidence from Kaira and Ahmedabad would cause much delay, and subject him to great loss and inconvenience, he begs Government will, previous to coming to a decision, take the opinions of some five or ten officials in the zillas upon the handwriting in question.

It is hardly a matter of the slightest moment, in the Commissioner's opinion, to prove in whose handwriting the paper is; for if it is Bulwuntrow Nafra's, it would, even with his evidence, form but a link in the chain; and without Bulwuntrow's evidence, the only use of the Exhibit is to show how suspicion came to alight on Nursoopunt, and that object might have been obtained by a paper in the handwriting of any goomashta in the firm, as effectually as if it was written by Baba Nafra himself.

This evidence, however, shows how little dependence can be placed on the identification of handwriting by comparison; Bulwuntrow and Baba Nafra both exclude (A.), and the latter cannot recognise all the other papers, as in his brother's handwriting, while the other three witnesses, though examined in different forms, identify Bulwuntrow's handwriting with (A.), though Babajee alone recognizes them all, and the other two select, one seven, and the other, three papers only. *Sic orig.*

It is hard to imagine how Baba Nafra and his brother could, both of them, have excluded (A.), while they recognised copies of it, unless they had a previous knowledge of the paper; nor how, except for the same reason, all the others could have included it, unless it bore a marked resemblance to Bulwuntrow's handwriting. If it bears that likeness, the rejection of it by the two brothers shows they must have known it; if it does not bear any resemblance, the perjury of the other witnesses must be dreadful: but in that case, the accused would have been able to have exposed the want of resemblance, which he has not attempted to do; and the Commissioner, therefore, cannot but arrive at the conclusion that the paper is in Bulwuntrow's handwriting. The Commissioner need hardly remark on the means taken by Nursoopunt to shake his opinion, first, by calling witnesses, and then, without any well-founded cause, refusing to examine them; and that on the 31st July, when he must have known that for six weeks, at least, the evidence he had required on the fifth charge could not be complete, he hesitates, on account of the delay, to call evidence which would be found in Kaira or Ahmedabad, from whence a fortnight would suffice to procure it; while he has, subsequently, on the 11th September, in the fifth charge itself, requested the Commissioner, when certain papers have been received from the Deccan, to summon the dufterdar of Kaira, and take his evidence in that case. He, however, does not relinquish the hope of being able to carry his point, for he requests Government, as if they were not to be satisfied with the Commissioner's inquiry, to procure fresh evidence themselves, which the prosecutor would not have the means of testing. On this part of his defence, the Commissioner informed Nursoopunt, that any evidence he required, the Commissioner would procure, and that he must not hesitate on account of the delay it would occasion; but he did not avail himself of this suggestion. and the Commissioner can only conclude that the 13th clause of the 4th para. of the defence was not written in good faith. In his reply, the prosecutor suggested that the Commissioner should send the papers elsewhere to be examined; but, as the accused had, neither by fresh evidence, nor by cross-examination, proved that the handwriting was not Bulwuntrow's, the Commissioner did not think further evidence necessary, even if the act would have sanctioned it.

Regarding the third point, the payment of the money, as the document shows that the money had been given to Hurreea, he is naturally the next person from whom information is likely to be obtained. He deposes (page 1451) to having received from Bappoojee and Damothur 20,000 rupees, of which he alone took 4,000 rupees, and the balance, in company with Purshotum, to Baba Nafra's house (called the "Well-house"), where Baba Nafra was. After that Asaram Purboodass came with his cart and cartman, and they put the money into the cart

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and took it to what he was informed was Nursoopunt's house. Hurreea then took the money out of the cart and gave it to Asaram's cartman, and neither went himself into the house nor saw Nursoopunt. Asaram is dead, and Hurreea does not know the cartman's name. Purshotum (page 1452) does not fully corroborate this, for he says he went twice, not four times, with the bags, and did not see the Baba.

Hurreea, in describing Baba Nafra's house to which he took the bags of money, mentioned that they had built a sort of temple there, and that the place was now all in one; while from Baba Nafra's evidence (page 1458) it appeared that the idol had been placed there in February or March. The Commissioner having concluded that the idol was not put into the shrine until the work was completed, recalled both Hurreea and Baba Nafra to ascertain how the idol having been placed there in February or March, the temple was said to have been built since May; but they explain (pages 1462, 1463) that the work had been begun some time before, and was continued after the idol was brought there. After this Nursoopunt urged further objections to Hurreea's description of the place, and the case having been closed, asked the Commissioner, in a letter dated the 15th August (in which he stated his objections), to visit the spot before coming to any decision on the case. The Commissioner complied with the request, but found nothing at all inconsistent with Hurreea's evidence, though if another house of Baba Nafra's, which Nursoopunt's son, who accompanied the Commissioner on his father's behalf, wished to persuade him was the one Hurreea meant, was taken to be the house referred to, the evidence could in no way be reconciled. The house, however, to which Hurreea referred could not be mistaken.

To the evidence of carrying the money, Nursoopunt objects (para. 6, clause 2), that it is evident Hurreea has been taught what to say (clause 3); that he does not mention who was in the empty house to guard the bags while he and the coolie went to fetch the others. Though Hurreea has in his deposition (p. 1451) said that Baba was standing there at the time, he further (clause 4) objects that the city gates are closed at half-past seven, and the keys, he hears taken away; but offers no proof of this, so that Asaram must have taken the money outside the town, which would have been unsafe. The prosecutor, in reply, wished to produce evidence to rebut the assertion of the gates being shut and impassable, but the Commissioner, for the reasons stated in his proceedings (p. 1463), did not require it.

To Purshotum Bechur's evidence, Nursoopunt makes similar objections (para. 7), urging discrepancies as to time, and to his declaring that the night (on which the moon must have been in the first quarter) was dark; but the evidence of itself is not, in the Commissioner's opinion, either very trustworthy or very important. The witness, from his carriage and station in life, does not appear to be one who could clearly recollect what happened five days ago, much less what happened five or six years before. Moreover, this evidence only indirectly affects Nursoopunt, and if not supported by other evidence, would be of no use against him whatever.

There is no evidence, then, of the money having been given to Nursoopunt, as Hurreea only says that he made it over to Asaram at what he told him was Nursoopunt's house.

In proof of the fourth point, there are the several entries in the account books, but they are mere blank or line entries. Within Sumvut 1902 (A.D. 1845/46), an additional sum of 500 rupees, added to this sum of 20,000 rupees in the ledger, said to be paid to Meer Surufraz Ali, and the balance carried down to last year.

The goomashta who wrote the entries, Damodhur Doolub, deposes (page 1454) that he gave the money at Baba Nafra's order to Hurreea, and entered it in the ledger to the blank account; that all he knows about how it was spent is what Bappoojee told him; and the Sett Bechur Samul dying two months after, Baba Nafra became master, and consequently there was no occasion to make further inquiry. He explains that the blank account is that in which sums not to be recovered and bribes are entered.

Bappoo

Bappoo Koober (page 1455) wrote (B.), the first entry made of this item, and on it is Bechurbhaee's signature; he entered it at Baba Nafra's desire to the blank account, but was told by him to whom it was to be paid. Bribes are entered to this account, and the business not being settled, the item has been carried on as a balance. Expenses on account of the arbitration of the dispute with the Shastree's sons were debited to Meiral Bhugtee's firm, and Baba knows why this item, which was paid on that account, was not entered to that head.

Baba Nafra (page 1458) denies any knowledge of the item, or payment of the money. Bechurbhaee, when alive, never told others how he spent his money.

The first objection taken by Nursoopunt to this part of the evidence (para. 5) is to discrepancies as to the time at which the money was taken by Hurreea, and as to whether it was Baba Nafra or the servants who told Bappoojee and Damodhur to whom the money was to be paid, and insists that Bappoojee has been restored to his situation, from which he was turned out about five years ago, in consideration of his being willing to perjure himself in this case; but the evidence of taking the money away is not of much importance, and that of the payment being mere hearsay could not have any weight in bringing the charge home to Nursoopunt.

In the third para. of his defence, Nursoopunt takes objections to accounts entered in blank or line entry, and condemns them as not worthy of credit. What credit is to be attached to them must depend upon the evidence in each individual case. The mere fact of an entry being made in blank, and a man saying it was for a particular person, would not of itself be sufficient evidence, unless the deponent was of undoubted character, and the reason for giving a bribe very clear. The entries are most dangerous, and when they exist to the extent shown in the books of this firm, no man's character can be safe from assault; but if unjustly assailed, there is little doubt but that in this, as in any other case, an innocent man will make a triumphant defence.

In the fourth clause of the third para. of his defence, Nursoopunt urges the improbability of these 20,000 rupees having been paid as a bribe, from its being brought down as an outstanding balance; and in the sixth clause of the second para. he urges the improbability of any man giving a bribe except for services rendered. It is impossible to prescribe any rules for bribery and corruption; but the Commissioner sees no reason why a bribe might not be paid in advance, and if so paid, the most natural entry of it would be as an outstanding balance until the case was settled, when it might be written off for the value received, viz. the decision of the case; and that such is the case, we may infer from Bappoo Koober's evidence (page 1455), and this same person's evidence must be looked to for the only explanation we can find of the objection Nursoopunt urges in the ninth clause of the second para. of his defence, that if the money had been paid as a bribe in the Potedaree case, half of it should have been debited to Myral Bucktee, and Gopalrow Myral ought to have been advised of it, which does not appear to have been the case.

If entries of this kind are to be treated like entries in an honest way of trade, they will not bear any scrutiny; but Nursoopunt, in the third para. of his defence, admits that they are not so, but might be of sums expended by the head of the firm, embezzled by the goomashta, or paid as bribe to the officials of the Durbar; but for this latter surmise, Nursoopunt has not such good grounds even as there are for suspecting that the money was paid to himself. He further, in the sixth clause of the third para., asserts, that there is a report that Baba Nafra has been importuned for the last year to give up the name of the individual to whom the money was paid, but that he will not. This assertion furnishes nothing tending either to remove the suspicion from Nursoopunt, or to fix it more firmly on him; but when he argues from it that as he is no longer Native Agent here, there is no reason why Baba Nafra should not have mentioned his name, had it been to him that the money was paid. He does not see that this very argument overthrows the assertions he so frequently makes of Baba Nafra's enmity to him, and the probability of his suffering from it; for if that enmity existed, how favourable would this opportunity have been

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for Baba Nafra to gratify his revenge, if his enmity was of that nature which an honest man need dread.

Nursoopunt, however, subsequently discovered that Purshotum Runchore's books for Sumvut 1901 (A. D. 1844–45) were not forthcoming; but in the books for Sumvut 1902, there was a marginal entry, of the 2d Magseer Sood (1st December 1845), of 20,000 rupees credited to Runchore Balanath, which he pointed out to the Commissioner, who promised to give it his consideration. Nursoopunt has, however, in the eighth para. of his defence on the fifth charge, returned to it, and contends that as there is no such firm as Runchore Bolanath, Baba Nafra must have written this name of his tutelar deity, so that he might alone understand it. In anticipation of the argument that this item being five months later than the date of the sum said to have been paid to him, Nursoopunt urges that it was not credited at once, as that could not have been done during the Sett's lifetime; but he having died in September, Baba Nafra made this entry in December, when he had the control of the whole firm; and fear of having to make good the money restrains him from giving this explanation.

Had Nursoopunt hoped that the fourth clause of the third para. of his defence had been forgotten, he might have expected some weight to be allowed to this argument; but as he has before contended that the item is not a bribe, because it has been brought down as an outstanding balance to the present time, he cannot now be permitted to select another item of 20,000 rupees, and argue that that is the item said to have been paid to him, which Baba Nafra has himself brought to some private account. The Commissioner is satisfied that the item said to have been paid to Nursoopunt is not the one brought to account in December 1845, but that the item was outstanding last year, and that the argument founded on Runchore Balanath's name is futile. As regards the last point for consideration, the prosecutor only suggested the reason why the bribe was given; viz. to secure Nursoopunt's favour in the case the firm had pending before Government with the sons of the late Gungadhur Shastree. Nursoopunt's defence, and the prosecutor's reply, have thrown further light on this subject, and show that there was a question between the firm and the sons of Gungadhur Shastree pending at that time, but that it was before the Resident, and not before Government.

It appears that arbitrators, of whom Asaram was an unwilling member on the part of the firm (F. para. 8, clause 3), having been appointed to settle a dispute between the heirs of Gungadhur Shastree and the firm of Hurree Bucktee, a disagreement arose, in March 1845, regarding the umpire, the firm wishing to have one nominated by the Guicowar and British Government conjointly, and the Shastrees one by the British Government alone. This question Mr. Ogilvy referred to Government on the 13th March 1845 (N.), and an answer was received on the 22d April (O.), declaring that the Guicowar should have no voice in the matter, as the parties held the British guarantee. The firm thus lost the weight of his Highness's decision, although, as Nursoopunt admits in his defence (para. 2, clause 2), they had got his countenance and favour. On the 10th May, as we find from Exhibit (H.), filed by Nursoopunt, there was a decision between the arbitrators regarding the examination of some witnesses and the questions to be put to them; and this was referred to the Resident, who required further information, which was sent him on the 12th (I.), the very day the bribe is said to have been given, and on the 14th the Resident sent his answer (J.) Had these documents been produced by the prosecutor in support of his charge, the Commissioner, seeing that both Succaram and Soorujram, the men who found the paper, and the native agent (page 1449, and page 1456) had seen the blank entries in the books before the paper was discovered in the bundle, would have entertained most serious doubts; but as they appear to have been as ignorant of the existence of these papers as the Commissioner was, until they were called for by Nursoopunt, he feels they tell very strongly against the accused.

Against the charge in general, Nursoopunt urges in the first clause of the 2d para. of his defence, that he had no weight with the Residents, and therefore that it was not worth Baba Nafra's while to bribe him; but this para. of his defence,

defence, in which he shows that, under Messrs. Boyd, Remington, and Ogilvy, he was a mere cipher, contrasts most strangely with the 3d, 5th, and 6th paras., and the four first clauses of the 10th para. of his defence in case No. 3, in which he shows that Messrs. Ogilvy, Andrews, and Colonel Outram were indebted to him alone for their information regarding Gorajee Pole's affairs. It may be argued, that Messrs. Boyd and Remington are not the same as Mr. Andrews and Colonel Outram; and though the two first might have held him in no esteem, the two last have appreciated him highly, and therefore both defences may be true; but that cannot hold as regards Mr. Ogilvy, of whom he says in the present case, "After him, Mr. Ogilvy had charge of the Residency, and he had been here some little time before my arrival. He also was a gentleman experienced in these parts; for which reason he transacted business as above described; and in affairs of such importance as the present he did not care about having my opinion; I therefore had no weight here;" while in the third charge, at the 3d para., he writes in this strain: "After I had commenced the duties of my appointment in June 1844, on looking into the accounts, the following appeared," &c. * * * "In addition to the above, to my surprise, I found," &c. * * * "On this, I informed Mr. Ogilvy, the assistant in charge of the Residency, that unless the villages were farmed," &c. * * * "Who immediately instituted inquiries," &c. And again, in the first clause of the 10th para., "I reported the circumstances to Mr. Ogilvy; upon this that gentleman, after fixing," &c. * * * "Now, if I had not given the information in question, then why was the above arrangement not entered into before?" To these comparisons no exception can be taken. Here, in one case, we find him say that he was a person of no weight with so experienced a man as Mr. Ogilvy, while in the case before, he claimed the credit of having been the person upon whose information and by whose advice this same Mr. Ogilvy was guided in a matter of apparently equal importance. In the one case, he is accused of having withheld information, and defends himself by showing how much all the Residents were indebted to him; he cannot, therefore, now turn round and consistently urge that his influence was not worth purchasing, as with all the Residents he was a mere cipher. We have seen, with regard to Mr. Ogilvy, that one or other assertion must be false; they cannot both be true; and mere assertion, therefore, will not now avail him; he must, to remove all grounds for suspicion, prove that he could not have interfered in this case in the manner for which he claimed credit in the last.

Nursoopunt further urges his report (P.), made to Colonel Outram, on the subject of this dispute, as proof, from its impartiality, that he could not have been in the Shastree's pay; and certainly, if money be the object of contention, the last para., in which he recommends that whoever is proved to be the debtor should pay only principal without interest, shows no leaning towards the Shastree in the event of his being successful; but, as he says in his defence (para. 2d, clause 7th) that the dispute was not for money, but for a point of honour, room is left to doubt the manifest impartiality of his suggestion, and we must look to more than the last para. alone to see the bearing of his mind. As the case is still pending, no decided opinion can be formed of the report; but the Commisioner sees nothing in the whole report that might not be perfectly impartial; but whether it is so or not, the final decision of the case alone can prove.

Nursoopunt further objects (para. 8th, clause 2d), that Asaram Purboodass was not a man to lend himself to a transaction of this kind, and produces his (Asaram's) characters to show how high he stood in the esteem of his superiors. He also objects (para. 6th, clause 5th), that the cartman is not to be found. As regards Asaram's character, the Commissioner is willing to believe that he stood very high in the esteem of his superiors; but if a man of Nursoopunt's character could receive a bribe, Asaram's character would be no guarantee that the bribe might not have been paid through him. As regards the cartman, the proof offered in reply by the prosecutor of the search that he had made for him (page 1463), was quite unnecessary, since the man to whom Asaram's family would entrust his characters could have had no difficulty in ascertaining from them what had become of the cartman Asaram had in May, six years ago, and if alive, and able to refute the other witness, produce him, or point out where the Commissioner could find him.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

There is another point upon which Nursoopunt remarks, viz., Damodhur and Bappoojee having been examined by Mr. Grant's sheristedar. Whatever discrepanies may appear in their evidence, and tend to shake the reliance to be placed on their testimony, it is very certain that all these only go the more strongly to prove that these witnesses do not appear in consequence of any conspiracy against the accused; had there been any such conspiracy, and had the case been fabricated, is it probable that the person who could forge a paper and put it into a bundle in which it was to be found as one step in evidence against the accused, would have hesitated in giving the witness their former depositions; so that, whether before Mr. Grant's sheristedar or the Commissioner, they might have said them off by rote; and it would have been on cross-examination only, and not on the examination in chief, that the discrepancies would have appeared.

However, the Commissioner does not see what was gained by these men being examined by Mr. Grant's sheristedar; no good appears to have come of it, nor any likely to accrue, for though perhaps Colonel Outram was not aware of it, sheristedars in the Sudder Adawlut are less accustomed to taking depositions and examining witnesses than any sheristedars in the country.

The following, then, is the result of the evidence in this case: that there was a dispute between the sons of Gungadhur Shastree and the firm of Bechur Samuldass; that on the 10th May 1845, after other disputes regarding umpires had been disposed of, the arbitrators on the different sides could not agree, and referred some questions to the Resident, and that these questions were answered on the 4th; that among some papers in Baba Nafra's house relating to that case, a memorandum in his brother Bulwuntrow's handwriting was found, noting that 20,000 rupees had, on the 12th May 1845, been paid to Nursoopunt through Asaram Purboedas, and that this sum of money was taken away by Asaram, one of the arbitrators on the part of the firm, to a house in that part of Baroda where Nursoopunt was supposed to live; but this evidence is not sufficient to ensure a conviction on the charge, nor to bring the accusation home to the accused.

The Commissioner is aware that when a bribe is supposed to have been paid into the hands of a public servant, and no clue has been obtained as to how he spent or disposed of the money, it is hardly possible to establish the charge without the evidence of the payer or his agent; that evidence is not produced in this case, the agent being dead, and the goomashtas throw the responsibility upon Baba Nafra, while he throws it upon the deceased Bechurdas, and the case was therefore from the first hardly capable of judicial proof; it does not, however, leave Nursoopunt free from suspicion. There is no ground on which to found the idea that the case has been the result of conspiracy, and Nursoopunt's name appearing, as it has done, coupled with his disingenuous defence, leaves painful suspicions on the Commissioner's mind.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

FIFTH CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere*,
Special Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

FIFTH CHARGE.

(A.)

MEMORANDUM of Expenditure during the Month of Ashwun, Sumvut 1904.

Date Vudh 8th. That on Vudh 9th, paid Nursoo Punt Tatia in part of a note for 78,070 rupees, on account of the dispute about the boy - - - 28,070 rupees.

5,000. 23,070.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(B.)

Shirree Nur Hurree (Invocation of Deity).

MY request is, you have not yet sent the sum here, according to your promise. This is not proper of you. This is my petition.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(C.)

Shree Nurr Hurree.

THIS is my request; up to the present time the whole sum has not come. This is not becoming your dignity. This is my petition.

(True translation.)
(signed) *J. T. Jameson,*
Assistant Commissioner.

(D.)

TRANSLATION of an Extract from the Proceedings of the Committee appointed to examine Hurry Bhugtee's Treasury.

ON the 7th April 1851, the door of the Jamdar Khana, situated on the southern side, was opened, after which we got Khidmutgar Hurreea to open the lock of the door of the inner room, and Shumbooram Bhaee seated himself upon the large chest in this room, which was the last left to be examined. Ghujjanund Abba, Trimbuck Shastree, Wujoobhaee, and Soorujram were standing by when this chest was caused to be opened by Khidmutgar Hurreea, and the articles contained in it brought out to the outer room and placed in front of the door. After which the whole of the committee came to the door and commenced the inspection of the things. After having inspected them, they were immediately returned to the chest from whence they had been taken; and to guard against any misappropriation, Ghujjanund Abba was by the committee stationed in the room in which the chest was, and Wujjoobhaee was made to sit on one side of the threshold of the door of the room on the outside of it, and Khidmutgar Hurreea on the inner side of it, while Mooneem Peetambardass opened the bundles, &c., and showed the contents to us all, and after taking an inventory of the same, he handed them over to Hurreea Khidmutgar for the purpose of being returned to the chest. In this manner, while the inspection was going on, four silver "lotas" turned up, two of which were empty, and the other two contained small cloth bundles. One of these lotas was first examined, and found to contain gold mohors tied up in parcels. On taking out the cloth bundles from the other lota to examine them, two were found to contain papers, and the others jewels. The whole of the parcels containing jewels the moneem examined, and caused their contents to be noted down; after which he opened the two bundles containing papers, and on reading the contents began smiling, and his brother, Premanund, who was seated near him, also read and examined these papers; upon which the whole of us asked Peetamberbhaee to inform us what these papers were about; he answered, "I will do so," saying which he laid the papers down. This caused the members of the committee to entertain suspicions in the matter, and they consequently insisted upon the papers being submitted for their inspection. On this the Mooneem Petamberdass made these papers over to Shumbhoorambhaee, who after perusing them handed them over to Trimbuck Shastree; after which the members of the committee, viz., Ghujjanund Abba, Venaik Appa Babajee, on the part of Parekh Mooteelal Soorujrambhaee and the fathers of both the Settanees, one after another, took and examined them, and entered them upon the proceedings of the committee.

committee. This bundle and the other bundles of papers which had turned up were made up into one parcel; which parcel was sealed with the seals of the Nayadeish and Residency. Afterwards, when the whole business was finished, Rajah Shree Shumbooram, taking the parcel, went to the Maharaj and Bhow Sahib for the purpose of showing it and explaining the circumstance, while the whole of the members of the committee remained where they were. Shumbhooram on his return informed them that he had succeeded in seeing the Maharaj, but that he could not see the Bhow Sahib, and therefore that he would take the packet with him, have an interview with the Bhow Sahib, inform him of the matter, and afterwards join Soorujrambhaee at the "Jhamp." On saying this, Shumbhooram went towards Bhow Sahib's, and the members of the committee having got up went to their respective homes, and Soorujram, saying that he was going to the Sahib, also left. This is what took place on the date above mentioned.

Soorujram Gungaram, the Residency native agent, the members of the committee, Gujjanund Abba on the part of Gopal Row Myral, Mooneem Babajee on the part of Pareck Moteelal Samuldass, Trimbuck Shastree, Veenaik Appa, Shumbhooram Khoopal, the Mooneem Goomashta, of the firm of Hurree Bhugtee Peetamberdass, Shah Wujjoobhaee and Bhanabhaee Khandass, inhabitants of Baroda, attended before the Resident of Baroda, Colonel Outram, and were interrogated in his presence on the 8th April 1851.

Question. A memorandum of what took place yesterday, the 7th April, is read over and explained to the whole of you, and you are called upon to state whether the circumstances occurred as recorded or otherwise?—*Answer.* The proceedings having been read over and explained to us, we declare that the circumstances therein detailed are correct.

You are shown a sealed packet, which you are requested to inspect, and declare whether it be the same one which you all yesterday caused to be made up of the papers which had turned up during your inspection of the southern jamdar khana, at the firm of Hurry Bhugtee, and sealed with wax, bearing the impression of the seals of the Neyadesh and Residency, and which you sent yesterday to the Residency by one of your members, Shumbhooram; and further, you are called upon to explain the contents of the papers contained in the said parcel?—The parcel shown to us this day by the Sahib we identify as the one which we yesterday sealed up, and sent to the Sahib by Shumbhooram, and we, having opened the said parcel, find it to contain the identical papers which we yesterday sealed up; and the contents of the papers in these two bundles contained in the said parcel are as follows:—

1. Parcel containing two papers; the contents of which are as follows:—

1. Paper, dated Veisak Sood 5th, Sumvut 1895 (17 April 1849); being a list of the jewels received from the house of Goomashta Ramdass Bhugwan.

1. Paper, motheaten, dated Cheitur Sood 13th, Sumvut 1896 (Thursday, 14 April 1840); being a memorandum of jewels.

1. Another bundle containing papers; the contents of which are as follows:—

1. A yad, dated the month of Ashwun, Sumvut 1904 (October 1848), as follows:—On Veidh 8th that* 9th (19 and 20 October) paid to Nursoo Punt Tatia 28,070 rupees, in part of the note for 78,070, on account of the dispute about the boy, as follows:—

* *Sic orig.*

5,000 and 23,070.

1. Chit. "To be honoured by 'Nur Hurree' (*i. e.*, the tutelar Deity). My petition is, that, according to agreement, the amount has not been transmitted to me, which is not worthy of you. This is the prayer."

1. Chit. "To be honoured by 'Nur Hurree' (*i. e.*, the tutelar Deity). My petition is, that up to the present time the whole of the amount has not been transmitted, and this does not redound to your greatness. This is the prayer."

The contents of the papers are as above particularised.

These papers, written by Nursoo Punt Tatteeya, at the Residency kutchery, viz., a rough memorandum regarding amounts in deposit; ditto regarding the Shastree's neemnook, regarding the Pagah of Bulvuntrao Guicowar, and the deposition of Baba Nafra, taken in the matter of Govindrao Guicowar, are all shown to you, and you are required to compare with them the two chits above stated as found with the memorandum for 28,070 rupees yesterday, and to faithfully declare whether the handwriting of the memorandum and the chits agree with, or whether there appears to be any difference in the handwriting of the other papers above-mentioned?—Upon comparing the handwriting of the two chits above mentioned with that of the other papers, the handwriting of the chit in which "according to agreement" is mentioned, is exactly similar to that of the other papers, with the exception of a few letters here and there; but with reference to the writing of the other chit, it does not appear so clear, and consequently we entertain doubts in the matter.

To *Venaik Appa.*] At the time these two chits turned up yesterday, did you not, in the presence of the members of the committee, remark that the handwriting of one of the chits resembled that of Nursoo Punt Tateeya, which opinion you openly expressed, whereas today you have stated otherwise as above; you are called upon to explain the reason of this?—Yesterday these two chits turned up, and when I first inspected the one in which it is written "according to agreement," I thought the word "agreement" resembled the writing of Nursoo Punt, and this circumstance induced me to remark, in the presence of the members of the committee, that the writing of this chit was in the handwriting of Nursoo Punt.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

In your reply to the question put to all of you before, you have alluded to a yad, dated the month of Ashwan Sumvut 1904 (October 1848), to the effect: "On Vudh 8th, that* 9th (19 and 20 October), paid to Nursoo Punt Tatia, 28,070 rupees in part of the note for 78,070 on account of the dispute about the boy," and the writing of which yad is in Mahratta. Now the handwriting of this yad, and the handwriting of four papers which Wamunrow Wunkutes, *alias* Baba Nafra's brother, Baba Nafra had been required to copy with his own hand, are shown to you, and you are required to state whether the writings of these papers and that of the yad agree with one another, or otherwise?—Having inspected the other papers which have been shown to us, we declare that the yads numbered 5, 7, and 8, (two of which are copies of the yad for 20,000 rupees, and the other a copy of a yad regarding Godajee Pole's Paga), then if they were copied by the same individual, it is evident that the writer of them must have intentionally disguised and altered his handwriting while penning their contents, from which it is clear that he must have done so with some evil design. But in comparing the style and form of writing of the yad for 28,070 rupees with that of the paper, No. 6, which is a copy of a letter from Bulwuntrow Venketish to Doola Nowla, dated Falgoon Sood 8th (March), they both appear to have been written by the same individual.

On the 29th March 1851, on your inspection of the northern jamdar khana, of the firm of Hurry Bhugty, among the papers that you were examining, there were discovered 34 papers regarding the law-suit that had taken place about certain money transactions in the Ahmedabad Adalut, between the firm of Hurry Bhughty and the family of Oomeea Sunker Hurreswur, of the town of Peilad, and two (2) chopras on other subjects, which you made up into a parcel, and had sealed with wax, bearing the impression of the seal of the Neyadesh, and sent the same day to the Residency. This parcel is now produced and shown you to-day, and broken open in your presence, and a Mahratta yad taken therefrom, regarding a sum of 4,850 rupees, said to have been given as a bribe, and mentioning therein the names of certain European gentlemen and others, which is now shown to you, and you are called upon to state in whose handwriting this yad is?—It is advisable to send for other papers, when we can compare them with this, and then we will tell you what our opinion is.

* *Sic orig.*

Dated 8 April 1851.

(signed) *Soorujram Gungaram.*
Gopalrow Myral, in the handwriting of Gunputrow Ramchund.
Paruck Mooteelal Samuldass, in the handwriting of Babajee.
Tickum Shastree Munhore, in his own handwriting.
Venajeck Suddashew Nisbut Furnivies, in his own handwriting.
Mehta Shumbhooram Khoossalbhaee Nisbut Sircar Huzoor.
Patambur Shewlal, in his own handwriting.
Parick Wujjoobhaee Vancheedass, in his own handwriting.
Bhanabhaee Kandass, in his own handwriting.

Endorsed in English.

Before me, this 8th day of April 1851.

(signed) *J. Outram,* Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(E.)

TRANSLATION of the Proceedings of a Committee appointed to Inspect and Report on the Treasury (Jamdar Khana) of the Firm of *Hurry Bhugty.*

ON the 26th March 1851, between one and two o'clock p. m., having opened the treasury, and examined the contents in committee, the following list thereof is submitted.

As Baba Nafra had the key of a small black wood escritoir, it was opened by Atmaram, the blacksmith of the firm of Hurry Bhugty; the contents thereof are as follows:

1. Six keys; 1. Loose papers, which are placed in a separate box; 2. Gold (Pootlees) coins; 11. Gold seals, old; 51¼ Chingsie, with "hoon."

One paper packet, containing as follows: Four pootlees, of which two are broken; five gold chingsie; four gold mohurs, one square gold mohur.

One paper packet containing one gold akota with silver gala; one earring dool with golden ring; one cloth bag containing 200 gold chingsees with hoon; one iron box filled with "matra" (medicine); 3½ pills (herun gurub), one wooden box containing "mattra" for melting copper.

One iron box filled with "bootee;" one piece of cloth containing "mattra" of herun gurub (medicine); two bracelets, two munka, of which one ornamented with pearls (dursunia);

six

six pearl earrings, tied in a piece of cloth; one Vatvoo, a bag for beetel nut worked with silver wires.

One silver box containing abruk marcle juvrach; one sea fruit; one gold enamelled puduck (ornament for suspending from the neck) without jewels; two earrings of gold, enamelled without pearls; two phials, one of green, and the other of yellow "mattra" (medicine); one silver flower stem.

One bundle containing four pieces of gold, and some dust, weight altogether about one tola; one bundle of small rubies; one bundle of emeralds; one pair of bracelets, pearl, and 12 loose pearl munkas; one gold necklace (square links), broken; one gold necklace of six strings; one gold necklace, small, broken.

Four valli na prumna (for affixing to nose-ring), some loose pearls, and a sapphire, tied up in a red piece of cloth; one ruby tied up in a red piece of cloth; one nose ornament (kanto) set with small diamonds, and one large pearl and pearl appendages, tied up in a bundle; one ornament for the forehead, set with diamonds, without pearls, and broken, tied up in a bundle; one bundle of small rubies; two ear-drops of coral, tied up in a bundle; one emerald ear-drop; one diamond (chokee) neck ornament of gold, an emerald set in its centre; one puckearoo locket, set with one diamond.

One iron chest containing as follows: One pair of ear ornaments (chokra), with four pearls and rings; one bundle of small pearls; one bundle of strings of pearls tied in a piece of cloth; two paudri of gold, set with diamonds and pearls; one bundle of middle sized pearls; one bundle of small sized pearls in strings; one bundle of small sized pearls in strings; 10 rings, three diamonds, four rubies, one topaz, and two emeralds.

Thirteen large sized pearls of sizes, tied up in a bundle; one bundle of strings of pearls; one bundle of strings of pearls; one bundle of strings of pearls, small; one bundle little large, about the size of grain of a joowaree (not pure).

One bundle containing four large pearls; one "paudre" set with diamonds, rubies, but without pearls; one "paudre" set with diamonds; one bundle of small and broken pearls; one bundle of small and broken pearls; one bundle of large pearls.

One bundle containing four large pearls; two large pearls in a bundle; one large pearl in a bundle; three small pearls of Soojnee.

One small iron box containing 54 rubies of sizes set in gold, round and oval, for drops.

One bundle, large, containing four emeralds; one bundle containing two emeralds, oblong and oval shaped; one small emerald, oval; one large emerald, oval.

One bundle containing nine emeralds of sizes; one bundle containing one emerald, large and oval.

One paper packet containing six emeralds (round).

One bundle containing 14 emerald ornaments; one bundle containing two emerald ornaments, large and oval shaped; one bundle containing five emerald ornaments, oval; one bundle containing five emerald ornaments, small and round; one bundle containing one emerald ornament, large oval.

One paper packet containing (Lela Debaree) green foil; five small round emeralds.

One bundle containing silver flutes and bells.

One bundle containing one gold (hakotee) ear ornament; one gold (hakotee) ear ornament, enamelled; one gold chain with mandleya of three strings.

One bundle of silver bells.

One iron box containing one silver (rackdee) wrist ornament cased with gold; one gold (bhoglee) pipe of two joints twisted; two large diamond rings; one bundle of (pookraj) common cheap diamonds; one pair of "kurun phool" ear ornaments, set with diamonds and pearls; one bundle of small rubies; one ring ruby with seven loose rubies; one (puddock) neck ornament set with diamonds; one large ruby, oval; one diamond "keemnoo" nose ornament with loose pearls; one diamond mungle sootue with pearls.

One box containing diamond mandulleeyas, &c.; 24 mandulleeyas; one goshwaroo (ear-ring), and one small ornament; altogether 26.

One iron box for keeping the jewels of the household god, enamelled and set with pearls.

One iron box containing three gold tassels of the pillows of the household god.

One iron box containing some large pearls tied up in red silk.

One box containing one diamond jewelled bracelet tassel with the centre stone unset; one bundle of enamelled ornaments of the (thakoor) household god; one jewelled kulgee set with rubies and emeralds; one gold chain bracelet unjewelled.

One iron box containing (17) seventeen diamonds, some wrapped in cloth, and some in paper; 17 paper packets; and one bundle of jewels, and one bundle of three or four diamonds.

One small box containing a large emerald ear-drop and two ruby beads; total 3.

One box containing one pair of pearls sulleeyas; one box containing sundry gold articles, gold beads, &c.; one box containing five small and large emeralds; one box filled with ruby beads and loose rubies, large and small.

One box filled with enamelled work and other ornaments, in different bundles.

One iron box containing one pair of armlets set with pockraj (common diamonds) and pearls.

One iron box containing one pair of "kap" ear ornaments without chains; two gold ("gop") drops; one (chooree) armlet, and one ("kungun") armlet; one chain bracelet not jewelled, and a punkwalee (nose ornament) set with pearls.

One iron box containing sundry bundles of rubies.

One iron box containing a string of large pearls.

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Another large chest which was opened with key; the contents are as follows:—

One necklace of emeralds, oval shaped, set with rubies and diamonds, alternating with pearls, and a memorandum of the same along with it.

One wooden box containing one pair of gold "kudoo," and one gold hurdee (necklace), filigree worked.

One bag containing one pair of silver (nuka kulo) anklets; one chain anklet, and one pair of armlets; one pair of flowers; one waist chain, waist ornament, one spoon; one double waist belt; one haslee necklace of silver cased with gold; 21½ rupees (cash) tied up in a bundle; one bundle of silver bracelets; one bundle containing silver flowers for ornamenting the god: one copper box containing one pair of gold bracelets jewelled at the openings; one pair of gold bracelets; one bracelet of silver cased with gold; one gold bracelet (goojree); one pair of gold ("dursunia") bracelets; one solid gold (toolsee) neck ornament; one necklace of (pootlees) gold coins; one pair of gold bead bracelets strung on silk; one "hurdee" gold bracelet strung on silk; one gold (bairkee) bracelet of hollow gold beads; one gold ("thurnumeyo") head ornament set with rubies.

One iron box containing one bracelet set with diamonds, rubies, and emeralds; one pair of diamond bracelets.

One iron box containing a necklace of diamonds, rubies, emeralds, and pearls, together with a memorandum of the same.

One brass box padded inside, containing a single emerald drop; one nose-ring.

One wooden box containing a pearl nose-ring.

One iron box containing one gold necklace (chundun har); one bracelet of enamelled gold; one shoke pugla, gold, with rings complete; one gold necklace of small gold coins; one gold armlet with belts; one necklace of two strings of gold beads, broken; one gold (mohun malla) bead necklace of two strings, and filigree worked.

One iron box containing gold bracelets.

One silver box set with cornelians containing strings of pearls, shown to the committee.

One iron box containing silver "ramnomy" and other sundries.

One iron box containing one pair of gold ("akota") head ornaments set with pearls; three ear ornaments (julluckeea) set with pearls; one pair of ear-rings set with pearls; three common rings, one diamond, one sapphire, and one ruby.

One iron box tied up with cloth and containing also cloth; in other respects empty.

One bundle containing a pair of gold bracelets.

One iron box containing jewelled dice, &c., and other sundries, rings plain and set, one piece of gold weighing one tola, common pearls, glass bead, &c.; two quicksilver cups, one large and one small.

One bag containing one pair of bracelets twisted, of gold, with pendants; one pair of gold bangles with pendants; one waist-belt of gold (chain pattern); one pair of sankla gold bracelets; one pair of gold chain bracelets; one gold toolsee without belts; two pearl ear-rings; one jewelled (nuckla) head ornament.

One bag containing one pair of solid silver bangles; one armlet of silver, with belts attached; one pair of silver toe ornaments; one gold chotecoo, one gold ring; one nose-ring set with pearls (worn at Surat); one parcel containing hollow gold bracelets; one bundle of silver filings.

One parcel containing a broken necklace with maduleeyas, having "Ramnomy" inscribed thereon; one bundle containing coral; one parcel containing three pieces of quicksilver ball; one bundle containing one pair of silver chain, and one pair of silver anklets, hollow, with the belts attached; one pair of silver anklets, loose piece.

One small black wood box opened with a key, containing another box, of which the contents are, viz., one pair of small gold bracelets; one pair of small gold bracelets chains (achora); two gold bottles (mangoe shaped) for holding utter; one pair of new jewellery gold bracelets; one small parcel containing silver filings; one parcel of gold filings.

One iron box containing one pair of bracelets set with diamonds, and five large emeralds; one pearl necklace of two strings; one pearl necklace of one string, with a (puddock) pendant set with rubies and emeralds; one beckwallee (nose-ring worn by mothers whose children have all died) set with two large pearls and emerald drops; one gold kundera (waist chain) double, and the fastenings set with diamonds and rubies; one pair of gold earrings, with four large pearls; one piece of gold wire; one bundle containing four large pearl beads with rings loose; one bundle containing four rings, two diamonds, one ruby and one emerald; one bundle containing a beckwalla nose ring, with two emerald beads, chased, and a diamond drop; one earring made of diamonds and emeralds suspended together.

One iron box containing one (chottloo) female head ornament set with diamonds, composed of nine ornamental flowers and two tassels attached; one (rakhdee) bracelet, and one (ceesphool) head ornament set with diamonds and pearls; one chinna moon-shaped ornament for the head, set with diamonds and pearls; two ornaments for fastening the hair, set with diamonds; one mood set with diamonds; one bundle containing a broken necklace of diamonds and pearls; ten silver belts.

The inspection of the above articles occupied the committee till 5 p.m. The contents of three chests were examined, when, as the time was up, the committee closed operations for to-day. A memorandum was attached to each of the three chests as soon as the examination of each was completed. When the keys of the jamdarkhana were collected together, and the Neyadesh's seal impressed thereon, they were made over to Soorujram, and the members of the committee adjourned to their respective homes.

Thursday, 27 March 1851 (Phalgoon Vudh 10th, Sumvut 1907).

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Gujjanund Appa, Trimbuck Shastree, the mooneem of Moteelal Samul, Babajee on the part of the Turnayeish Veenayeck Appa, Shumbhooram Khoossal, the fathers of both Settanees, with their mooneems, having assembled, resumed their examination, the result of which appears below:

One small box containing two kummals of filigree work; two spoons of copper and brass, mixed.

One bag containing five silver cups fitting one within the other; one silver cup; one silver jug with spout; one silver rosewater bottle; two silver English hot-water dishes; one silver large drinking jug; one silver enamelled rosewater bottle; one silver filigree worked water bottle; one silver filigree chased work-box, with four silver cups in the inside; two silver salvers, one plain and one chased; one silver tassel; five silver (chumboories) drinking cups of sizes; one silver cup (wassoodew walloo); one silver cup; one silver enamelled (chowphut) spice box; three silver enamelled boxes of sizes; one silver turbannoo salver; one silver box for holding pan soparee; one silver spice box.

One silver pot containing ivory toys of the household god; one ink-stand with ink-bottles, &c., of a mixture of brass and copper; one silver lotta; one silver pot (degree); one silver box, flowered; one silver pot, small.

One silver lotta, containing ("yakoottee") a strengthening medicine made of powdered pearls; one pair of clogs, with silver straps; one jeerut gundee of silver; one small silver lotta; two mangoe shaped boxes, one small and one large; one silver chunaloo for holding choona; one silver pestle and mortar for pounding beetelnut, &c.; one silver small mangoe shaped box; 13 silver arugeeya; one silver spoon; one silver pot filled with scented oil for rubbing on the body; one silver water-jug; one silver box, small; two silver Veshnoopud (stands for holding the image of Veshnoo), one large and one small; one silver rosewater bottle.

One bag containing 14 silver stamps for marking the forehead; one bag containing sundry silver horse ornaments, head-stall, &c.; one silver belt of Thakorejee's (household god); one mortar of black stone.

One large box containing old clothes, musk, saffron, &c., and the following ornaments: One pair of silver anklets with belts; one linked waist-belt of gold; one pair of gold (patteya) straps for the feet; one necklace, with loose appendages (manduleeya), and other sundries.

One copper box containing six silver cups, one within the other; one silver ramuemdevo lamp; one small box with key; on opening it with the key, found it to be lined with velvet, but empty; this is suspicious.

One bag taken out of the clothes-press containing the jewels of Ruttonjee Kandass, placed in pawn, the list of which is below, No. 8; one pair of gold bracelets; one gold image of the deity for wearing round the neck; two bracelets of copper cased with gold; nine gold bangles; one gold image of Ballajee; four pieces of gold with images impressed thereon; 44 gold coins (pootlees), and one patuleeo, in all 45.

One bag containing 242 gold mohurs; one pair of gold bracelets set with diamonds, and edged with pearls; one necklace of pearls and green beads with a jewelled (puddock) appendage attached, and 11 belts.

The memorandum accompanying this contains more things than we found and have noted above.

One box containing old clothes and other things, as stated below, No. 7; two silver cups; one silver transla saucer; one silver (turbannoo) dish; one silver water-jug with spout.

One box containing old and new clothes placed on a stair, No. 9.

One box containing a lot of papers, No. 10.

1. On summoning the goomashta of Ruttonjee Kandass to examine his box, No. 11, it was found to be empty.

1. A press placed on the top of this box was found to contain the following sundries stated below, No. 12:—Saddlery, silver head-stalls, crupper, and martingal loose.

1. A press embedded in the wall above the moree containing brass and copper pots, and also wooden and iron inkstands, No. 13.

One iron box padded with cotton inside, empty. The door behind the press, which is situated on the right hand on entering the jamdarkhana, is secured on the inside with a chain, and from the inside of the adjoining room in rear of this door. This same door is chained, and nailed up with a staple. On seeing this, Soorujram's suspicions being aroused, he called all the members of the committee together, and pointed it out to them. To the lower part of this door a piece of wood was nailed.

The papers which were discovered to-day have been put up along with the parcel of that were found and collected yesterday without being read.

While this investigation was going on, Moteelalbhoy and the Row Saheb came, and went away again, and it being about 6½ p.m., the inquiry was adjourned, and the bag containing the papers and the chests were sealed up, and placed in the jamdarkhana. Afterwards the jamdarkhana was closed, locked, and sealed up with the Nayadeish seal; the keys, amounting to 11, being strung on a string, were fastened up in a piece of cloth, and also sealed with the Nayadesh seal, and made over to Soorujram. The southern jamdarkhana from want of time was not inspected, for which reason it has been impressed with the Neyadeish's seal in wax; after which the members of the committee dispersed to their several homes.

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Friday, 28 March 1851 (Phalgoon Vudh 11, Sumvut 1907).

Soorujram attended this day at half past 11. Trimbuck Shastree came at 12 o'clock. After which Venack Appa made his appearance, and then Ghujjanund Appa, and then Babajee on the part of Moteelalbhoy. As Bhanabhoy and Wajoobhaee did not appear, they were sent for several times; when at length Bhanabhoy came and also Peetamberbhoy Mooneem. At half past two the inspection of the contents of the jamdarkhana was resumed. The bag containing the keys which had yesterday been sealed up was produced and shown to the committee, and then opened. Peetamberbhoy gave the keys to Hurrya Khidmutgar, and made him open the southern jamdarkhana. Underneath will be found the result of our inspection, and the list of contents.

One small box belonging to Bhyajee, No. 1, containing one silver inkstand chased, with a long pen-holder; one knife with sheath broken; one silver sicca dance containing five articles; one silver (chompbool) spice box; two silver bars, small and large; two silver pieces, small and large; three (siccas) seals and one mootub, also a seal in the Sirkar's name; one copper "abdarguree," gilt; one chased silver box; one necklace of copper, cased with gold, and having silver fastening; one small wooden box containing one ramnomee, coral, and necklace with pendant of gold; one small bundle containing small pearls; six silver flowers, ornaments for the head-stall of a horse; one chain, a piece of silver tied up in a bundle; one silver rose-water bottle; two silver cups, one large and one small; one silver waist belt of two lengths; one gold necklace with a ramnomee attached; one gold necklace of four strings, along with a copper case; one bag containing 456 gold coins (pootlees), an account of them found in the bag (four papers); one bag containing a lot of loose old pice and 22 rupees of different currency; one bag containing 14 pieces of silver, one piece weighing about two tolas.

One large wooden chest, No. 2, containing one dagger (kuttar); one bag, containing seven anklets silver, hollow; two silver dhodee and manduleya (appendages to necklace); one silver bracelet; two silver rings; one silver chain, gilt; one gold toolsi, tied with silk; one gold nose-ring; one gold head ornament (tunmuneeoo); one gold ear-ring; one gold ear-ring, without drop; one silver box, containing silver filings; 47½ rupees in cash.

One bag containing one pair of solid gold vankud vel (armlet); one pair of solid gold bracelets, small; one pair of solid gold bracelets, large; one pair of solid gold vungun bangles; one necklace of three strings, made of gold beads, strung on silk; one necklace of one string, made of gold beads, strung on silk; two necklaces of gold coins (pootlees) of Ramnamee, strings are of silk; one necklace (hanslee) of solid gold; one square piece of gold plate; gold ornaments for head and hair, viz., ketuck reewars, rakhdee and gunda.

One red wooden box containing two tandla phots with ramnamys of gold; one long gold chain of five lengths; one pair of head ornaments of gold, set with pearl appendage; one pair of pearl ornaments; two coral (kootwalleyas) ear ornaments; two ear-drops of gold, with pearls hanging; one paper parcel containing small pearls.

One green wooden box, containing two nose-rings of large pearls, as worn by Mahrattas; two nose-rings of small pearls; one solid gold hanslee (necklace); six ear-rings, gold, set with pearls; four coral ear-rings, small.

One bag, made of double cloth, containing one pair of silver anklets, carved; one pair of silver ankle chains; one pair of silver armlets (ghoda vauk); one pair of silver bangles for the feet; four silver anckra, made up like a rope; four silver ear-rings; one small iron box, containing silver rings with flower ornaments.

One bundle containing cloth, tied up, and also one iron box containing one gold hardee (rupees of gold with rings attached, and strung on silk), broken; one pair of silver bangles; two silver ornaments of the shape of the bumble bee; one silver huresa and four silver maduleeya.

One iron box containing 13 gold coins (pootlees); piece of gold for ornamenting the teeth.

One iron box, small, containing one toolsee necklace, strung on gold, with an ornamental appendage; one ring of turmoree; one necklace, gold ornament for the forehead, set with pearls and rubies.

One iron box (with a memorandum) containing two gold nose-rings, one large and one small; one toolsee chain, strung on gold, with pearls and rubies, also ramnamy; one pair of gold ear ornaments, with strings of pearls as drops; one pair of gold ear ornaments of another kind; one gold chain (sankra) with enamelled pugla appendage and mandulyas; two ear ornaments set with rubies; one gold phunkawala (ear ornament); six gold rings, set with precious stones; one string of small pearls; one gold ring; one gold coin, poottee; two gold beads.

One iron box containing one head ornament with strings of small pearls, broken, set with precious stones.

One bag containing silver ornaments, viz., one pair of silver anklets (kulla), carved; two (vankud vela) armlets; two gem ornaments for the feet; one pair of (vauk) bracelets with bells; one spice-box (chouphool); one mug for drinking water; eight toe rings, double; two flowered toe ornaments with bells; one linked chain belt for the waist.

One box, wooden, of moderate size, No. 3, containing a bag of silver ornaments as follows: one lota; one water cup; five drinking cups; one chunam box and chain; one

nut

nut cutter; four waist chains; one pair of anklets; one pair of anklets (another sort), with bells; two pair of anklets (another sort), small; one (akora) chain ornament for children, with bells; one anklet chain, large; one (akora) chain ornament for children; one pair of flower-shaped toe ornaments, with bells; one pair of gein, small (child's plaything); one pair of flower-shaped toe ornaments; two neck chains, broken; one waist chain, with bells; one injection pipe; one chummer handle; one wooden hookah pipe, cased with silver; two silver boxes; loose bells; one clasp to anklet; two maduleeyas armlets, or appendage; one led, silver; one pair of bracelets; one lota; one cloth bundle, containing toe-rings and other sundries.

One box, melon shaped, silver gilt.

One bag (double) containing one pair of bracelets, one plain and one enamelled; one gold necklace (hardee), various shaped beads strung on silk; two toolsees of gold; one necklace of nine lengths, each a little longer than the other; two gold bangles; two gold chain bracelets; one silver bangle cased with gold; one gold armlet; one gold bhurgallee, large; one gold bhurgallee, small; two pair of bead bracelets, one red and one green; one gold necklace strung on silk; one gold neck-chain of two lengths, and pudduck attached; one maduleeya for the wrist, of gold; one gold ear-ring, with drop; one bracelet of gold beads the size of grain of barley; one bracelet, copper cased with gold; one bundle containing 14 mohurs and 28 gold coins (pootlees), in all 42.

One bag, double, containing 16 bangles cased with gold; eight joonj bangles cased with gold.

One bag (double), No. 3, containing six boxes; one bairkee hollow-gold beads filled with wax and strung on silk; one bracelet of gold set with rubies; one gold chain of three strings; one gold manduleeya; four gold rings, three of which are set with stones, and one unset; one pair of gold ear-rings with small pearls, worn by boys; one gold link-chain of three lengths, with gold case.

One bundle containing one toolsee, rings, maduleeyas, ear-rings of pearls, and other sundries.

One small box containing gold finger rings of sorts, small and large, and other sundries.

One box containing one pair of gold ear-rings set with pearls, worn by boys; two gold link chains; three gold coins (pootlees); a lot of maduleeyas, ear-drops, and other sundries of gold.

One box containing a packet of gold filings and odd remnants.

One box, containing another inside, with the small ornaments of Thakoorjee inside.

One large box containing three gold bead necklaces, small and large; one pair of gold ear-rings; one pair of gold bracelets (Guzra); one gold necklace of three lengths; one gold chain of one length; one gold chain of two lengths; three gold bangles; one gold chain bracelet; one necklace of female, and toolsee linked with bells; one gold ear-ring set with pearls; one gold turfureeya set with pearls.

One bag containing several bundles of rupees of different currency, and reported by Bhayajee to contain about 2,764 rupees. In addition to this, this bag contained a bundle of account papers.

According to the above the committee having concluded their proceedings at half-past six, they adjourned, and put the seal of the Neyadesh and the Residency on the door of the jamdarkhana; and on the door of the southern jamdarkhana, which yesterday was sealed with the seal of the Neyadeish, that of the Residency was also affixed to-day. The door was then locked in the presence of the fathers of both the Settanees, the mooneem, and all the members of the committee. After this the keys, numbering 11, were tied up in the same manner as yesterday in cloth, and sealed with the Neyadeish's seal, and then made over to Soorujram for the purpose of being conveyed to the Residency.

Since the commencement and during the sitting of this committee, the proceedings have been daily taken down by Shumbhooram on the part of the Guicowar's Court, and by Herachund on the part of the Resident, and by Permanund, the brother of the mooneem, on the part of the firm. At the request of Soorujram, the back of the joining of the bunds of the Residency copy of the proceedings were impressed with the seal of the Neyadeish, in the presence of all the members of the committee, after having first compared it with the other two copies, which occupied the committee till six o'clock. It was then made over to Soorujram, and Sumbhooram took the Durbar copy, and the mooneem retained that for the firm.

Date as above.

The proceedings written below, which occurred on the 29th, are written on the 30th March 1851.

Saturday, 29 March 1851 (Falgoon Vud 12th, Sumvut 1907).

Soorujrambhoy and Herachund attended at the firm at 11 o'clock; Gujjanund Abba, Shastree Baba, Babbajeebhoy, Venack Appa, Sumbhoorambhoy made their appearance at 12, when Soorujram remarked that the papers which had turned up in the northern jamdarkhana had been placed in a bag and box, and sealed up without being examined, and that as the inspection of the jamdarkhana had now been brought to a conclusion, it was desirable that they (the papers) should be first submitted to examination. On this, the sealed-up bundle containing the keys of the jamdarkhana, which had yesterday been fastened up in the

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presence of the fathers of both the Settanees, the mooneem, Peetamberbhaee, and the members of the committee, the two former having arrived after the proceedings of the day had been finished, was opened, and the key of the northern jamdarkhana given to Hurrya Khidmutgar, for the purpose of opening it. The seals on the jamdarkhana were broken in the presence of Shumbhooram and others, and the bag and box containing the papers taken out. The seals on the bag were first broken, and the examination of its contents commenced. Peetamberbhoy and Wajjoobhoy, on this remarked, that this bag contains papers which it is necessary to keep secret, and that if they were read in the presence of all here, it will prove detrimental to our firm. On this the committee gave over to Peetamberbhoy the dufters, which they recognised as such, and directed him to select what papers it was desirable should be kept secret, and to put them all into a separate bag, when, after the examination of all the other papers had been gone through by the committee, the kamdars of both sirkars might inspect these privately. On this, Peetamberbhoy having examined and separated all the secret papers, put them into a bag; the other papers which remained to be inspected, as well as those in the box (the seals of which were broken in the presence of the committee), were then examined, and such papers, letters, chopras, correspondence, and yads which appeared to the committee to be suspicious were made up into a separate parcel, and the cover thereof sealed with the Neyadiesh's seal. The other papers which had been examined were put into another bag, and impressed with the Neyadiesh's seal. The papers remaining in the box, which had not yet been examined, were allowed to remain in the box, which was locked, and sealed with the Resident's seal. At the time of making up a parcel of the suspicious papers, which the mooneem's brother counted, 34 loose papers and two chopras were put into it, and after rolling them up in a handkerchief in the shape of a packet, it was sealed with the Neyadiesh's seal, and made over to Soorujram. The bag of papers and the box were placed in the northern jamdarkhana, under the superintendence of Shastree Bava. The jamdarkhana was then locked and sealed with the Residency's seal. Soorujram then told Sumbhooram and Shastree Bava to affix the Neyadiesh's seal on it as well, on which they replied that they had yesterday informed his Highness that two seals had been affixed to the jamdarkhana, when he remarked that the two Governments were one and the same, and that when the Residency's seal was fixed, the Sircar's one was unnecessary. For this reason the Resident's seal alone was affixed to the jamdarkhana, and the box and the 11 keys were tied up in a bundle, the Neyadiesh's affixed thereon, and then made over to Soorujram to take to the Residency. It being about half-past six, the committee broke up, and all the members went to their respective homes.

Date as above.

Sunday, 30 March 1851 (Falgoon Vud 13th, Sumwut 1907).

To-day after 11 a. m. Soorujrambhoy informed Sumbhooram that he had yesterday acquainted his Honour the Resident with the circumstance that the seal of the Residency only had been affixed to the jamdarkhana, &c., and that he had thereon said that as long as this investigation is going on both seals are indispensably necessary, and requested him (Sumbooram) to mention this subject to his Highness, and get an order for both seals to be attached, without which it would not be proper. After saying this, he came to the shop of Hurry Bhugty about 12 o'clock, and Shumbooram followed him there. Shastree Baba informed Venaik Appa yesterday that as the ceremony of investing the thread (Janoee) was to be performed at the house of his jujman to-day, that he would have to dine there, and that Gujjanund Abba was also going, and therefore he would not be able to attend to-day at the proper time. As they could not come, the investigation was postponed. The mooneem of Hurry Bhugty then represented that his Highness's sowaree purposed coming to the firm, according to yearly custom, in the course of to-morrow, for the purpose of receiving "rung," when the rose-water sprinklers, trayers, and silver lotas, and other necessaries which are at present in the northern jamdarkhana, which is fastened up with the seal of the Sircar, would be required, and that they must therefore be taken out; he further requested that the inspection should not be proceeded with to-morrow, as many arrangements would have to be made for the reception of the sowaree. Upon inquiring of Sumbhooram, it proved to be the case that his Highness's sowaree was expected at the firm at four o'clock. Gujjanund Abba came to the firm, and Babajee brought word from Motee Lall Parukh that his Highness intended visiting him also in the course of to-morrow, and that consequently he would have to attend at the Waddya to give the necessary invitation, and to prepare the rung, and make other arrangements, which would prevent his attendance at the committee both to-day and to-morrow, and consequently he has not made his appearance. For this reason, in the presence of Gujjanund Abba, Shastree Baba, Soorujrambhoy, and the fathers of both the Settanees, and the mooneem Peetamberbhoy, and Sumbhoorambhoy, the keys yesterday sealed up were again broken open, and after examining the seals on the northern jamdarkhana to see if they were correct, the key was given to Hurry Khidmudgar, who unlocked it, and the following silver articles were taken therefrom by Wajjoobhaee and Mooneem Petamberbhoy: four rose-water sprinklers; one copper tray, silver plated; two lotas; one cup, large.

The above-mentioned seven silver articles and one copper one were taken out, made over to the mooneem; after which the door was closed and locked by Hurrya Khidmutgar, and Sambhooram was requested to affix the seals of both Sircars thereto, on which Sumbhooram

bhooram told Shastree Bawa and Gujjanund Abba that it was the Resident's wish that two seals should be placed, and that his Highness had ordered that if such was the Resident's desire, that it should be done; therefore the Neayadiesh as well as the Residency seals were both affixed to the door of the jamdarkhana, and the 11 keys were in the same manner as yesterday again tied up in a bundle and sealed with the Neayadiesh's seal, and given to Soorujram to take to the Residency. It being then about a quarter to six, the committee broke up.

Date as above.

The proceedings which were omitted to be recorded on the 11th Falgoon Vudh, are this day inserted, as follows:

After the inspection of the southern jamdar khana had been concluded, Surujram called Gujjanund Abba and Shastree Bawa aside, and informed them that the Resident had desired that a room situated on the third story be examined, and requested them to go with him and inspect it. Thereon these three, accompanied by Pietambur Bhoy, Damodhur, the goomashta of the firm of Samul Bhugty, went up-stairs, and, in the presence of Shastree Bawa and Gujjanund Abba Soorujram, caused the door of a room at the top of the stairs to be opened, which was found to contain papers; amongst these was a new duftur, regarding which Damodhur and Goverdhun were questioned. They replied, that the ("khurda") rough cash account books for the year, after being entered into the ("roz mell") daily account book, are kept in this room, and consequently the "khurdas," &c. for the year St. 1906 (A. D. 1851), have been deposited in it. On this the other papers were examined, when it was apparent that the khurdas were placed there in regular yearly succession. The room was thereon closed again. Soorujram then asked Damodhur where the chopras of the firm of Samul Bhugty were; he pointed them out, placed in the eastern jamdar khana. After this, all the chopras found on this floor were examined, and Damodhur was asked for the chopras of the Potedar firm for St. 1895 (A. D. 1835), when he showed all the books for the separate years. From amongst those, on examining these for the St. 1897–98 and 1899 (A. D. 1841–42 and 1843), and turning over the leaves near the end of the one for St. 1899, a loose paper was found, and on asking Damodhur what it was, he stated that it was the balance-sheet of accounts for the year, and, on examining it, such proved to be the case. It was then replaced in the book, the room fastened, and we all came down stairs.

Tuesday, 1 April 1851 (Falgoon Wudh 30th, St. 1907).

Yesterday, as the Gaekwar's sowaree came to the firm to receive "rung," the proceedings of the committee were postponed. To-day, Soorujram Bhaee, at 11 o'clock, and Venaik Appa, Gujjanund Abba Shastree Bawa, Babajee Bhaee, at 12 o'clock, and Peetambur Bhaee, at one o'clock, attended at the firm. Upon inquiring for the fathers of the two Settanees, they were found out to be in the shop, when a person was sent to call them, and Bhana Bhaee made his appearance some time after two o'clock. Wujjoo Bhaee was at the firm when we first went, but, under the pretext of going to take his meal, he went away, and did not come back again. A man was sent several times to call him, and at three o'clock he sent word to say that a relation of his was very ill, and consequently he would not be able to attend. For this reason, in the absence of Wujjoo Bhaee, the business could not be proceeded with to-day. The members of the committee then represented that they would not be able to attend to-morrow, as it was a holiday, "Godee Phudoo," when it would be necessary to attend upon and present nuzzerans to the Mahraj. For this reason no business will be transacted to-morrow. The members sat till four o'clock, and then dispersed.

Dated as above.

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3 April 1851 (Chitur Shood 2d, St. 1907).

Shortly after 12 o'clock, Soorujram came to the firm, and sent for the other members of the committee; whereupon Trimbuck Shastree, Gujjanund Abba, Veenayek Appa, Sumbhooram Khoossal, Babajee, and Bhanabhaee made their appearance. A person was sent to call Wujjoobhaee, and from his not coming the whole committee were delayed. Shortly afterwards he came, when the Moonim Petambur was sent for, and owing to his not coming the committee were again delayed. After sending two or three sepoys for him, he at length came at about three o'clock. The seal on the keys was then shown to all the members, and on being broken they were given to Hurrya Khidmutgar, and he was made to open the southern jamdar khana, after the seals thereon (of the Residency and the Neayadiesh) had been first examined to see that they were correct. In this jamdar khana a box was pointed out by Hurrya Khidmutgar containing papers, which was opened, and papers rolled up in a handkerchief were discovered. Without examining these, the box was again closed, and ticketed No. 4. A chopra was found lying open in the jamdar khana, which Hurrya said was one that had been saved from the fire which burnt down their branch firm at Surat, and deposited in the jamdar khana. At this moment a (Khidmutgar) servant of the Settanee Maha Luxumee called from below to the committee, that his mistress wanted to see the members of the committee below. Upon this we all went down to her, when she begged us to inform the Sircar that if all the papers are examined, that the secrets of the firm would be made public, and that it ought therefore to be put a stop to. On this Soorujram

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rnjram and Sumbhooram informed her that the suspicious papers did not appear separately, and besides that no goomashta of the firm would produce a paper which would specify what kind of articles and how many there were in the firm during the lifetime of the Sett, and how many there are at present. We added, "We must be informed on this point; therefore an examination of the papers of the firm cannot be put a stop to. On this subject, if you have any representation to make, you must prefer it to the Resident or the Sirkar, who will give orders, without which we can do nothing in this matter." Having given her this answer, we all again came up to the jamdar khana. The jamdar khana had in the meantime been locked, which we got Hurrya to re-open, and commenced the investigation of the contents of the box No. 5, which consisted of gold, silver, and brocades, and other odds and ends; having inspected which, we put back into the box, closed it, and ticketed it as having been examined. In this jamdar khana another large box was examined, and it was found to contain female clothing (shalls*), dupoottas, braid, "tupa," and other cloths. This box was closed, and numbered 6. Another small box without a lock was examined, and found to contain empty glass boxes, and a bangle, &c. This box after inspection was ticketed No. 7. A box was examined and found to contain empty boxes and other sundries, and was ticketed No. 8. Another large box was examined, and found to contain "agraee dureeyaee" (kinds of cloth), green, yellow, and white, and other colours, which after inspection was ticketed No. 9. One small box was found to contain empty boxes (wooden), and on being inspected was ticketed No. 10. One small box with compartments was found on examination to be quite empty; this was closed, and ticketed No. 11. Another small box was also found to be empty, and ticketed No. 12. One large box on castors was found to contain bundles of papers tied up, which was again closed without being subjected to examination, and ticketed No. 13.

* *Sic Orig.*

When the examination above detailed had proceeded thus far it was about six o'clock, and as there was not sufficient time to examine the bundles and packages, &c., still left to be inspected, the business of the committee for the day was brought to a termination, and the southern jamdar khana was again locked and sealed up, when Gujjanund Abba intimated that the thread ceremony ("junoce") of his brother, Mahadeo Baba, would take place on 5th Soodh, and consequently that from to-morrow he would be engaged in issuing invitations and other ceremonies attendant thereon, which would prevent his attendance, but that he would send another person to attend in his stead. To this we replied that he would acquaint the Resident and his Highness with this circumstance. After this the 11 keys were tied up in a cloth bundle, and sealed with the Neayadiesh's seal, and given to Soorujram to take to the Residency. On this the members of the committee went to their respective homes.

(Friday, 4th April 1851 Chuiter Soodh 3d, St. 1907).

To-day, at 11 o'clock, Soorujram, after going to the Durbar, came to the firm of Hurry Bhugty, and by a little after 12 o'clock, all the members, as follows, had assembled: Shastree Trimbuck Munoher, Venaik Appa, Babajee, Bhanabhaee, and on the part of Sumbhooram (who had gone into camp) his carkoon, Purshotumdass. As Petumburdass Mooneem and Wujjoobhaee did not make their appearance, a person was sent twice or thrice to call them, and as they were a long time in coming, the committee was delayed thereby. In the meantime, on sending again, Wujjoobhaee arrived, and shortly afterwards, about two o'clock, Mooneem Peetamberbhoy came. The committee then, having examined the seal on the keys and then broke them, and afterwards having also inspected the seal on the southern jamdar khana, Ballajee Wallee gave the keys to Hurrya to open it, who unlocked it and took out therefrom 31 bundles of old and new silk and other cloths, and having opened and examined them, they were replaced in the jamdar khana. As the ticket on box No. 2 in this jamdar khana, in moving about the different boxes, had got torn, it was taken off and a new one attached in its place. It being about five o'clock, the proceedings were closed for to-day. Gujjamund Abba, on the part of Gopal Row Meiral, owing to the thread ceremony going on in his brother's house, did not attend to-day; Sumbhooram, having gone up to camp, likewise did not attend, but he sent his carkoon in his stead. The bundles, as above stated, were replaced in the jamdar khana, which was then closed and locked, and according to custom two seals affixed thereto; after this the 11 keys were again made up into a bundle, sealed with the Neayadiesh's seal, and made over to Soorujram to take to the Residency, and the members adjourned to their respective homes.

(5th April 1851 Chuiter Soodh 4th, Sumvut 1907).

To-day, at 10 o'clock, Soorujram attended at the firm of Hurry Bhugty; Shastree Baba Venaek Appa, Babajee, Peetamberbhaee Mooneem, Seembhoorambhoy, and Bhanabhoy also attended, but Gujjanund Abba did not make his appearance till three o'clock, owing to the thread ceremony of the son of his brother, Mahadow Raow Baba. After which the seal on the keys were examined and broken, and the keys were given over to Hurryo for the purpose of opening the southern jamdar khana (ballajee walla), the seals on which after being inspected, it was opened. There was a room in this jamdar khana towards the east, which was locked, which was caused to be opened, and from it a middle-sized box was taken, which was also opened, and found to contain the following articles, silver things:

One box of silver articles, No. 14, as under: six rose-water sprinklers; two spice-boxes,

of

of sizes; one image of the idol Mahadeo; one chammer handle; one looking-glass frame; three ornamental bottles, of sizes, for holding uttur; three enamelled boxes; one sword-handle; one sword-handle, gilt; one peacock, with bells, gilt; one box filigree worked; one spectacles case; one bangle; two spoons; one salver; one knife, with handle and sheath of gold; one horn with a gold mouthpiece; one box made of Kantee iron, containing cut pieces of silver, bells, and other sundries also, and necklace (banslee) cased with gold; one silver cup.

One small box (escritoire), No. 15, on examination, was found to contain one string of gold beads for the neck, one bracelet (goozuree) gold, contained in a bag with a memorandum; one bag containing 100 rupees in cash, a memorandum of which was in a separate envelope; one bag containing 12½ rupees; one silver spice-box; one silver cup; one silver drinking vessel ("abkhora"); one teertgundee with case; two silver chukta (ornament for horse trappings) with silver filings; one silver bangle cased with gold; one thin piece of gold; one gold head ornament set with rubies; three gold ear-drops; two gold bangles (solid) twisted.

One bag, with a memorandum, containing seven Bombay rupees; 43½ Babasayee rupees; one necklace cased with gold; one hurdee (necklace) of gold string on silk; two gold rings (ribbed); one parcel containing ("ramnamy") ("chandla") ornament for the forehead, and two ear-rings of gold.

One copper box containing seven rings, four of "thurmurry" and diamonds, and three of emeralds; one ear ornament set with rubies and pearls; one pair of ear ornaments set with pearls.

One brass box containing one pearl nose-ring; one large head ornament with an emerald drop; two pairs of pearl (patteya); three pairs of pearl (chulleeyo) bracelets.

One iron box containing one enamelled "ramnomy" of gold; one emerald ring; one ring set with hyaroo and kuddoo; one parcel of diamonds from Vullundewa; one surpech flower set with diamonds, and the centre emerald loose; three gold dollars (ral); one gold (pootlee) coin; one gold mohur; one gold ramnomy; one large pearl bead; one emerald drop.

One iron box containing one bracelet with chain, set with diamonds, and a large emerald in the centre; one pair of bracelets, enamelled, and set with diamonds; one bag containing two pairs of silver anklets carved.

One bag containing 500 seeyasaee rupees.

One small box, No. 16, examined, and containing one bag, in which there were the following articles:—One piece of silver; two pairs of silver anklets; one pair of ("achoras") waist chains for children, sundry silver waist fastings and necklace clasps, &c.; one bundle of silver-gilt spangles.

One bag containing one gold (akotee) ear-ring; one bundle of small bead pearls; three gold ear ornaments (thulkeea); one packet containing gold bells and other sundries; one small nose-ring of pearls set with rubies; one necklace (hurdee) of gold; one thurumneeo (hurdee) with glass beads; one bundle of small pearls for suspending to nose ornaments; one bundle of gold wire weighing four vals (four grains); two yads tied up in a piece of cloth, of which the following is the purport:—1. A yad of the jewels distributed in charity at the Sett's death. 2. A yad regarding the armlets prepared for the second Settanee.

When the examination had proceeded thus far, it was six o'clock, and the inquiry was postponed. The inner room of the jamdarkhana was then locked, and afterwards the outer one by Hurrya Khidmutgar, which was then sealed with the Residency and Neyadiesh's seals. On this Gujjanund Abba, Venayek Appa intimated that they would not be able to attend to-morrow in consequence of the thread ceremony coming off in their houses, and requested Soorujram and Shumbhooram respectively to acquaint the Resident and Mahraj of the circumstance, and get the inspection deferred till another day.

The keys, 11 in number, were then, as usual, tied up in a bundle and sealed with the Neyadiesh's seal, and given to Soorujram to take to the Residency. A memorandum of account of 525 rupees, which belonged to the jamdarkhana, was placed in deposit with Mooneem Peetamberbhoy. The committee then broke up, and the members went to their respective homes.

Monday, 7 April 1851 (Cheitur Shood 6th, Sumvut 1907).

This day, at 12 o'clock, Soorujram attended at the firm, and before him Trimbuck Shastree and Venayek Appa had arrived. A person was then sent to summon Gujjanund Abba, Babajee, Wajjoobhaee, and Peetamberbhoy, and at three o'clock they had all assembled, with the exception of Wajjoobhoy. He was sent for three or four times, but did not come. After waiting for him till half-past three, we caused the southern jamdarkhana (Ballajeewalla) to be opened by Hurrya Khidmutgar, and also the lock of the inner room. In this there was one large chest still remaining to be examined, which on opening was found to contain the following silver articles:—49 large and small (wadakee) cups; seven trays (thalees); two cups used in religious ceremony (punch patio); one drinking cup (abkhora).

Four lotas for drinking water. In one of these were 43 gold mohurs, and gold coins (pootlees) 18½, and in another were the following articles:—One silver kundora, waistband of two lengths; one pair of silver flower ornaments for the feet; one tossel for ornamenting corner of bedstead; one silver (sanglo), a necklace whose pendants are all of different shape; sundry bills, tossels, and kundora bills, &c.

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Two cloth bundles, in which some papers were tied up, and which were discovered by Mooneem Peetamber.* They were opened and read. The following is a statement of their contents:—

One bundle, containing one yad, dated Asso Vud 8th, Sumvut 1904, being a statement of a sum of 28,070 rupees paid in account to Nursoopunt Tatteea on account of the dispute about the boy; one chittee, to the effect that "the whole sum has not been paid up; this is not becoming your dignity"; one chittee, to the effect that "according to agreement the money has not been sent here. This is not becoming of you." On the heading of these two chittees is inscribed the words "Nur Hurree." The above three papers were shown to the committee, and afterwards tied up again and placed in security.

One bundle, containing two papers, one about the jewels of the goomashta Ramdass, and the other a memorandum containing a list of the jewels for Sumvut 1896 (A.D. 1840). These two papers were again tied up and placed in security.

One bundle tied up with cloth, containing 30 rupees cash; one silver (kundora) waist-belt; one silver bangles (kulla); one pair of silver chain anklets; one silver cup (warkee).

One cloth bag, containing one pair of hollow gold bracelets; two gold necklaces of solid gold beads, and each of two strings; one necklace of gold coins (pootlee) strung on silk; one gold bag; one gold necklace (chundun har) of 11 strings, each larger than the other; one gold necklace (chundun har) of nine strings; one gold twisted armlet, small; one pair of gold bracelets (dholkee), the beads of which are of the size of barley; one pair of gold bracelets (dursonio), the beads of which are alternately of gold and glass; one gold necklace (hardee) strung on silk; one bangle of silver cased with gold; one gold tunmuneeys, with ring, and set with precious stones; three madulleeyas chased, of sizes; one gold enamelled ear-ring with drop; two gold ear-rings set with pearls; two gold enamelled ear-rings; one small enamelled gold drop; two gold enamelled ramnomy chokey; one gold ring set with rubies; one gold necklace set with rubies and pearls; one gold enamelled ramnomy; one gold nose ornament set with rubies and pearls; a quantity of small pearls; two pearls, large and small, but middle-sized; one small bag containing 273 gold coins (gubur), pure gold and pootlees.

One cloth bag tied up, containing one pair of silver anklets (tora); two pairs of silver anklets (tora), large and small; two pairs of silver flower-shaped ornaments for the feet; one pair of silver, of ghein; one pair of silver anklets, carved.

One small wooden box, containing one pair of gold "gate," filigree worked; one pair of gold ornaments for feet (network); one pair of gold network (dora) rope; one gold necklace with madulleya attached; one gold chain of four lengths, with madulleya attached; one silver empty box; one large nose-ring of the Duccan pattern, set with large pearls and five emeralds; eight forehead ornaments set with diamonds, rubies, and small string of pendant pearls; one forehead ornament of pearls.

One iron box, containing one pair of gold bracelets, network; one gold necklace (heera kunteé) of 14 strings; one pair of gold ("jow") arm ornaments; one pair of gold bracelets of flower-shaped chains; one ornament for the neck, of gold, attached to a gold chain, and set with rubies; one gold "chanteeoo"; one gold toolsee set with rubies, and broken; two fastenings of gold chains set with diamonds and rubies; one bag containing gold toolsee's beads, and other gold sundries; two gold rings set with rubies.

One bag containing 30 gold (pootlees) coins.

One bag containing sundry pieces of gold.

One bundle containing four gold rivet pins, heads set with rubies.

Four silver rings for the toes, and one silver pin in a bundle.

One bag containing one gold necklace (chundun har) of five strings; one gold pair of twisted armlets; one gold pair of twisted armlets, large size, the sides of which are set with diamonds, rubies, and emeralds, and small bells attached.

One iron box containing one pair of bracelets (dursunees), pearl.

One small wooden box containing one pair of gold armlets ("Ghoru wank"); one pair of gold ghot, double set; five solid gold (pootlees) anklets; one gold armlet set with diamonds; one necklace, of nine kinds of precious stones; one gold armlet, unset; one inkstand, gold and filigree worked; two gold oil lamp-stands, supported on gold peacocks;—102 rupees cash.

After examining the articles above noted, they were replaced in the big box, and the keys, which were found wrapped up in a piece of red dungaree in the drawer of the same box, were again carefully put back into the same place, and the box then locked as before. The three papers above mentioned bearing reference to Nursoo Punt, and the two lists of jewellery, altogether five, in two bundles, were made up into a paper packet and sealed with the Residency and Nayadiesh's seal; the inner room was then locked up afterwards in the presence of the whole of the committee, the fathers of the two Settanees, and the moneem. On the inspection being completed, the door of the outer Jamdarkhana was shut, and fastened with a padlock by Hurrya Khidmutgar, and the seals of the Residency and Nayadiesh attached. The 11 keys were then tied up in a piece of cloth, sealed with the Nayadiesh's seal, and made over to Soorujram to take to the Residency. When this was completed, it was about 6 30. P M., and all the committee began to disperse to their homes. The bundles above mentioned as having been made up into a packet and sealed, Shumbhooram took to show to his Highness, and gave him an account of the circumstance. After having been there, he returned and said that he had seen his Highness and stated the whole particulars, and that his Highness ordered the packet to be taken to the Residency; but he added

added that he had not seen the Bhow Sahib, and that he would therefore go and have an interview with him, relate the circumstances, and then return again. After saying this he took the packet and went to the Bhow Sahib, and after seeing him, came back and informed Soorujram that he had been and related all the particulars to the Bhow Saheb, who had ordered him to hand the packet over to the Resident. On this, Soorujram and Shambhooram both repaired to the Residency with the packet, and Shumbhooram delivered it to the Resident, and stated all the particulars connected with it. Soorujram delivered over the bundle containing the keys, and also the Residency seal. It was about eight o'clock when the latter took his leave of the Resident.

From Tuesday, Chuiter Sood 7, to Chuiter Sood 11, *i. e.*, from the 8th to the 12th April, the examination of the "jamdarkhana" was postponed, in consequence of an inquiry going on at the Residency regarding the two chittees and the yad found yesterday in the southern jamdarkhana, about the payment of 28,070 rupees to Nursoo Punt Tateeya, concerning the dispute about the boy.

Date as above.

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13 April 1851 (Chuiter Soodh 12, Sumvut 1907).

To-day, at 10 o'clock, Soorujrambhoy came from the camp to the firm, and there commenced the examination of the chopras, owing to which circumstance the inspection of the jamdarkhana could not be gone on with.

Monday, 14 April 1851 (Chuiter Soodh 13, Sumvut 1907).

To-day, Soorujram arrived at the firm, from camp, at 11 o'clock, and sent to summon Ghujjanund Abba and the other members of the committee. At two o'clock, Aba Sahib, Veenack Appa, Mooneem Peetamberbhoy, Wajjoobhaee, Bhanabhoy, and Shumbhooram-bhoy arrived, and after two, Trimbuck Shastree and Babajeebhoy came. On this, the keys, which Soorujram had taken to the Residency, were produced, the seals thereon examined, and then broken and given to Wajjoobhaee, when the door of the northern jamdarkhana was opened by him, and the box ticketed No. 10 taken therefrom, and as soon as the seals thereon of the Residency and the Nayadiesh had been examined to see that all was right, it was opened, and the inspection of the papers therein contained commenced. Up to half-past five, the inspection of one dufter, tied in a red handkerchief, had been gone through, when a ticket was put thereon, stating that it had been examined. It was then replaced in the box, which was closed again, numbered 10, and after being impressed with the seals of the Resident and the Nayadiesh, was put back into the jamdarkhana by Hurreeya Khidmutgar. The jamdarkhana was then locked, and sealed with the Residency and Nayadiesh's seals. The keys, 11 in number, also were again tied up in a bundle and sealed with the seal of the Nayadiesh, and given over to Soorujram to take to the Residency. The business was closed at half-past five, and all the members took their departure.

Tuesday, 15 April 1851 (Chuiter Shood 15, Sumvut 1907).

To-day being a holiday, leave was obtained from the Residency, and the examination postponed.

Wednesday, 16 April 1851 (Chuiter Vudh 1, Sumvut 1907).

To-day, at 10 o'clock, Soorujram arrived from camp, and directed the other members to be informed of it, and at 12 o'clock they all assembled. The seal on the keys was then shown to them, and also to the Mooneem's brother, Pemanundass, and Bhanabhoy, and afterwards broken, when the keys were nanded over by Wujjoobhaee and Peetamberbhoy to Khidmutgar Hurreeyo, and the northern jamdar khana opened by him. The box ticketed No. 10 was then taken therefrom and opened, and, after examining all the papers it contained, it was replaced in the jamdar khana. The papers which had been previously inspected in this jamdar khana, and which had been put into a bag and sealed up, were allowed to remain there in the bag, but the seal on it was broken. The jamdar khana was then closed, and locked with a padlock by Hurrya Khidmutgar, and the Residency and Nayadiesh's seals affixed thereto. The key of the southern jamdar khana was after this given to Hurrya Khidmutgar, and after examining the seals on the door of it, it was opened by him, and the box No. 13 taken out, opened, and after inspecting all the papers it contained, it was again closed, and replaced in the jamdar khana without being sealed. A bundle of chopras was after this brought out, several of which were burnt; the Mooneem and others remarked that these chopras had been burnt in the fire which took place at Surat. After looking over them, these chopras were again tied up, and replaced in the jamdar khana. The box ticketed No. 4 was then brought out, the seal thereon examined, and opened by Hurrya Khidmutgar, when the papers contained in it were submitted to inspection. Among these were discovered a lot of papers touching certain schemes and contrivances written by Baba Nafra to Vurujdass, and also other papers of a suspicious nature, in all 52, which, on the Mooneem having counted, were made up into a packet, and sealed with the Neyadiesh's seal. This packet was then sewed up in cloth, and three impres-

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sions of the Nayadiesh's seal put in wax thereon, after which it was given to Soorujram to take to the Residency. In this box there were seven other bundles of dufturs tied up in handkerchiefs, which were replaced in it without being examined, and it was then closed and again ticketed No. 4, and afterwards put back into the jamdar khana. By the time the jamdar khana was closed, and the two seals affixed thereto, it was past six o'clock: The keys, 11 in number, were then tied up in cloth, and sealed with the Nayadiesh's seal, and made over to Surujram to take to the Residency; and the members of the committee retired to their respective homes. Dated as above.

Chuiter Vud 2d (Thursday, 17 April 1851).

To-day Soorujram arrived from camp at nine o'clock, and sent a note, by Jassood Abdootrow, to summon Gujjanund Abba and the other members of the committee as quickly as possible. At 12 o'clock, all the members, the Mooneem, and Bhanabhoy, the father of the younger Settanee, arrived. Trimbuck Shastree, one of the members, being unwell, sent his son Bulwuntrow in his stead. In consequence of the absence of the Shastree Babba, the examination of the papers could not be proceeded with. The box No. 4, the papers in which were not examined yesterday, had a ticket put over the hinges, and it was then, as also the boxes ticketed Nos. 10 and 13, together with the bag and the burnt chopras, placed in an empty room near the southern jamdar khana, and situated to the east of it. The boxes were then sealed with the Residency and Neyadiesh's seals, as also the bag, after which the room was closed and fastened with a padlock. Pietamberbhoy, and the fathers of both the Settanees, represented that this door was in the passage, and that as a marriage was going on, that the children and people of the caste would be coming and going there, and might perhaps accidentally break any seal that the committee might put on it, which would lead to suspicions being entertained in the matter, and requested that some arrangements might be made, as had already been done inside for the boxes, and as the Sircar might deem advisable, to prevent any remarks being made afterwards. The committee, deeming this a very just request, decided that as the bag and boxes were already sealed inside, that was sufficient security, and that the door should be locked, and the key of it sent to the Residency. The committee having thus decided, the door was locked, and the key, as also the three keys of the boxes inside, were received from Hurrya Khidmutgar, made up into a small packet, sealed with the Neyadiesh's seal, and made over to Soorujram to take to the Residency. Of the 11 keys which were at first put on one string, one belonged to the box inside containing papers, which has been taken off. The remaining 10 were wrapped up in a piece of cloth, and sealed with the Neyadiesh's seal.

The following is the detail of the above four keys:

One key taken from the string of 11 keys.

Two keys taken from Hurrya Khidmutgar, being the keys of the two boxes taken out of the southern jamdar khana.

One key, being that of a new padlock, placed on the door of the room in which the boxes containing the papers were put.

The four keys above mentioned separately are those contained in the packet, and the same person then sealed up both the doors of the north and south jamdarkhanas with the Residency and Neyadiesh's seals; after this Soorujram informed the committee that the packet of 52 papers which had been discovered and sealed up yesterday was to-day to be opened and examined in the presence of the Resident, and requested their attendance at the Residency. On this, the whole of the members, as well as the fathers of both Settanees, and the moonem Peetambei bhaee, having closed the proceedings of the committee at three o'clock, got up to go to the Residency, where they arrived at about half-past three. The Resident then, in the presence of all, opened the packet of 52 papers which had been made up yesterday, and sent by the hands of Soorujram to the Residency, and after showing each paper to all the committee, put his signature to them, and then kept them open. After this, the Resident asked the committee if this was the identical packet of the papers which were found yesterday in both jamdarkhanas; they replied that it was. They were then asked if the examination of the north and southern jamdarkhanas had been brought to a close; they replied that seven bundles of papers remained to be looked over, but with that exception, all have been examined.

Dated 17 April 1851.

(signed) 1. *Soorujram Gungaram.*
2. *Gunput Row Ramchunder,*
on the part of Gopal Row Meiral, signed by himself.
3. *Trimbuck Shastree Munohur Neyadiesh,*
signed by Ballajee Trimbuck Monohur.
4. *Babajee Premchund,*
on the part of Moteelal Samuldass.
5. *Venaek Appa,*
on the part of the Furnuviesh, signed by himself.
6. *Shumbooram Khossal.*

Endorsed in English,

Before me, this 17th day of April 1851.

(signed) *J. Outram,* Resident.

Chueter Vudh 3d, Sumvut 1907 (Friday, 18 April 1851.)

No business transacted to-day.

Chueter Vudh 4th, Sumvut 1907; (Saturday, 19 April 1851.)

Soorujram arrived to-day from camp at 10 o'clock, and the other members of the committee, Guljjanund Abba, &c., to whom notice had been sent, also made their appearance at the firm; at two o'clock Moneem Peetamberbhoy arrived. The seal on the bundle of keys of the boxes of papers placed in the southern room, and which bundle Soorujram had brought with him, was then shown to all the members of the committee, and afterwards broken, and the keys given to Hurreeya Khidmutgar, who was made to open the room in question, and the box ticketed No. 4, containing the unexamined papers, was brought out, the seal examined, and then opened; the dufters were taken therefrom, and the inspection commenced. After examining all the papers, &c. successively, and tying them up in seven different bundles as before, they were replaced in the box, which was again locked and ticketed as examined, No. 4, and put back into the same room again, which was also locked up. The four keys were then made up into a packet, and the Neyadiash's seal impressed thereon with wax, after which the members of the committee dispersed to their respective homes.

Date as above.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(F.)

TRANSLATIONS from Goozerattee of Extract from the "Rokud Mel" (Account Book of Cash Receipts and Issues), of Pureekh Samuldass Bhugtudass, for Sumvut 1904, from the Account for the 8th day of Asso Vudh (A. D. 19 October 1848).

Cr.	*Rs.*	*a.*	*p.*	*Dr.*	*Rs.*	*a.*	*p.*
From Pureekh Narrain Row Runchor	23,070	–	–	Pureekh Bechurbhoy Samuldass	28,070	–	–
From Pureekh Ruttonjee Kandass, to be placed to account	5,000	–	–				

Khurda (Rough Cash Book for October 1848).

EXTRACT from the (Khurdoo) Rough Daily Cash Account Book of Pureekh Samuldass Bhugtydass for the Sumvut 1904. In the Accounts from the Friday, 1st Asso Sood, to the 30th, the following appears:

At Page 19th.

	Rs.	*a.*	*p.*
Pureekh Narrain Row Runchordass, Asso Vudh 8th, on date Vudh 9th (October 20th)	23,070	–	–
Received in cash from the hands of Abba Mamo	23,070	–	–

At Page 200.

	Rs.	*a.*	*p.*
Debited to the account of Bechurbhoy Samuldass, Asso Vudh 8th, that Vudh 9th (October 19th and 20th)	28,070	–	–
Cash paid this day in part payment of the note for 78,000	28,070	–	–

Awra, Page 22.

Cr.	*Rs.*	*a.*	*p.*
Pureekh Ruttonjee Kandass, credited to his account, Asso Vudh 8th (19th or 20th October), that Vudh 9th, gold coins 810, weight 217 ½ tolas, 4 ½ Val, at 23 rupees a tola, the amount of which 5,000 rupees is brought to account Awra, page 9th	5,000	–	–

Awra, 34.

Dr.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Khatoo (Ledger for 1848.)

EXTRACT from the Ledger (Khatoo) of Pureekh Samuldass Bhugteedass, for the Sumvut 1904, at Page 34, the following appears in the Account of Bechurbhoy Samuldass.

Cr.				*Dr.*		
				Rs.	*a.*	*p*
Page 200, Asso Vudh 9th (20th October)	-	-	28,070	-	-	-

Khatoo (Ledger for 1848).

EXTRACT from the Ledger of Pureekh Samuldass Bhugteedass, for the Sumvut 1904, at Page 9, appears the Account of Ruttonjee Kandass, from which the following is extracted:

Cr.				*Dr.*
	Rs.	*a.*	*p*	
Page 195, Asso Vudh 9th (20th October) - -	5,000	-	-	

Khatoo (Ledger for 1848.)

EXTRACT from the Ledger of Pureekh Samuldass Bhugtudass, for the Sumvut 1904, at Page 22, appears the Account of Pureekh Narrain Row Runchordass, from which the following is extracted:

Cr.				*Dr.*
	Rs.	*a.*	*p.*	
Page 195, Asso Vudh 9th (20th October) - -	23,070	-	-	

Compared with originals by Native Agent Gokuldass Gopaldass.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(G.)

Monthly Cash Book for October 1848.

EXTRACT from the (Awra) Monthly Cash Account Book of Pureekh Narraen Row Runchor, for the Sumvut 1904, from the Accounts for the 1st Asso Soodh.

Cr. Page 73.	*Rs.*	*a.*	*p.*	*Dr.* Page 74.	*Rs.*	*a.*	*p.*
Pureekh Pursotum Runchordass, out of the item of -	24,048	11	9	Pureekh Hurrybhoy Bhugtydass Asoo Vudh - -	23,069	15	9
Entered in Aso - - -	23,069	15	9	Paid cash to Abba Mama -	23,068	15	9
As below.				Twenty-three thousand, &c.			
On Vudh Cash brought by Abba Mama - -	23,069	15	9	Khata, 3 page.			
Khata, 4 page.							

Ledger for A. D. 1848.

EXTRACT from the Ledger (Khata) of Pureekh Narain Row Runchordass, for the Sumvut 1904, from the Account of Pursotum Runchordass, page 4.

Cr.				*Dr.*
	Rs.	*a.*	*p.*	
At page 73, Aso - - -	23,069	15	9	
On Soodh 1st, 134 rupees; Soodh 3d, 669 rupees 12 annas; Soodh 9th, 175 rupees; and Vuddee -	23,069	15	9	

Ledger

Ledger for A.D. 1848.

EXTRACT from the Ledger (Khata) of Pureckh Narain Row Runchor, for the Sumwut 1904, from the Accounts of Pureckh Hurry Bhugtydass, at page 3.

Cr.	*Dr.*
	Rs. a. p.
Page 74, Asso Vudh 9th (20th October.)	23,069 15 9

Compared with the originals by Gokuldass Gopaldass, Native Agent.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(H.)

Monthly Cash Books for October 1848.

EXTRACT from the Monthly Account Book of Pureckh Pursotum Runchordass for the Sumwut 1904, from the Accounts for the 1st Asso Soodh, as follows:

Cr.		*Dr.*	
Page 70.	*Rs. a. p.*	Page 68.	*Rs. a. p.*
Pareckh * - - - - Asso Vudh 30th, Asso Vudh 8th, an agreement from the firm of Hurry Bhugtydass, and debited to the account of Narain Row Runchor, 23,070 rupees.	23,070 - -	Pureckh Naraen Row Runchordass out of the item of *Rs.* 39,042. 12. 12. debited on Asso, the following is extracted - - - Asso Vudh 8th, as per agreement of the firm of Hurry Bhaee Bhugtydass, 23,070 rupees. (19th October.)	23,070 - -

EXTRACT from another Monthly Account Book of Pureckh Pursotum Runchordass for the Sumwut 1904, taken from the Accounts for the 1st Asso Soodh, as below:

Cr.		*Dr.*	
Page 73.	*Rs. a. p.*	Page 72.	*Rs. a. p.*
Pureck * - - - - Asso Vudh 8th (19th October), an agreement from the firm of Hurry Bhugtydass, and debited to the account of Narain Row Runchordass, *Rs.* 23,070. Khata 17.	23,070 - -	Pureckh Narrain Row Runchordass out of the item of *Rs.* 39,042. 12. 12. debited on Asso, * the following is extracted - - - Asso Vudh 8th, as per agreement, paid to you from the firm of Hurrybhoy Bhugtydass, *Rs.* 23,070.	23,070 - -

Compared with the originals by Gokuldass Gopaldass, Native Agent of Surat.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(L)

TRANSLATION of Goozerattee Rough Sheet of Daily Account of the Firm of Hurry Bhugty.

	Rs.	a.	p.
Nurotum Jugjeerrun	55	1	–½
Pureckh Hurry Bhoy Bhugtudass	25	–	–

I bow to Shree Gunness.

Friday, the 8th Asso Vudh, Sumvut 1904 (19th October 1848).

Cr.

	Rs.	a.	p.
Credited to Shree Gunnesh	–	1	–½
Last Balance	15,081	1	–¾
Pureckh Ruttonjee Khandass, to be credited to his account, Asso Vudh 8th, that Vudh 9th	993	–	–

Cash received on his account 993, as follows:

Detail:

	Rs.	a.	p.
Credited to the account of Damodur Bhugwan, and debited to the account of Pureckh Pemanund Nurberam	500	–	–
Paid by Jeweree Khoossal Amichund	462	–	–

Of which Detail,—

	Rs.	a.	p.
From you	312	–	–
And from Pureckh Damodhur Bhugwun	150	–	–
	462	–	–

From Pureckh Dulput Nursai, by Kesno Lalla	32	–	–	
Rs.	993	–	–	
Pureckh Damodhur Jumnadass to be credited to his account, Asso Vudh 8th, that Asso Vudh 9th				2,960 – –
Cash paid on your account by Pureckh Goverdhun Jeta	2,960	–	–	

Of which Detail, as follows:

Out of the firm paid into the shop of Pureckh Maneckchund Jugjeewen, and debited to the account of Pureckh Purbhoodass Kassedass	1,400	–	–
Credited to you, and debited to the Sircar's private account	1,500	–	–
Cash received from Kessow Lalla	60	–	–
Total	2,960	–	–

Pareckh Bechur Soorchund, credited to his account, on Asso Vudh 8th, that Vudh 9th	–	–	–	108 2 1
Cash paid by Dwarka, after settling account	108	2	1	
Carried forward	–	–	*Rs.*	19,142 4 2

Dr.

	Rs.	a.	p.
Debited to the account of Pureckh Narrain Row Runchor, Asso Vudh 8th, that Vudh 9th	2,100	–	–

Detail of cash paid, 2,100 rupees.

	Rs.	a.	p.
Paid cash to Runchor	100	–	–
Paid cash to Nurotum	2,000	–	–
Rs.	2,100	–	–

Pureckh Purbhoodass Casseedass, Asso Vudh 8th, that Vudh 9th				2,000 –

Detail of cash paid on your account into the shop of Pureckh Maneckchund Jugjeevundass, 2,000 rupees:

	Rs.	a.	p.	
Cash of my house paid by Girdhur Pitamber	600	–	–	
Cash paid by Goverdhur Jetaie, which is entered to be credited to the account of Damodhur Jumnadass	1,400	–	–	
				2,000 – –
Debited to the account of Pureckh Narrain Row Pandoorung, Asso Vudh 8th, that Vudh 9th				600 –
Cash paid to your Goomashta Pursotum, to give to the firm of Pureckh Gunness Eswur				600 – –
Debited to the account of Pureckh Pemanund Nurberam, Asso Vudh 8th, that Vudh 9th				500 –
An amount of credit to Damodhur Bhugwun, which has been entered as to be placed to the account of Pureckh Ruttonjee Kandass				500 – –
Pureckh Pursotum Bechurbhoy, Asso Vudh 8th, that Vudh 9th				100 –
Cash paid to Veetul Naranjee				100 – –
Carried forward			*Rs.*	5,300 –

	Rs.	a.	p.	Rs.	a.	p.
Brought forward - - Rs.	-	-	-	19,142	4	2
ureckh Rugoonath Kandass, Asso Vudh 8th, that Vudh 9th - - - - - -	-	-	-	1	1	24
ash paid by Goolab, after settling account - -	1	1	24			
ureckh Narain Row Runchordass, Asso Vudh 8th, that Vudh 9th - - -	-	-	-	23,070	-	-
ash paid by Abba Mama -	23,070	-	-			
ureckh Ruttonjee Candass, to be put to his account, Asso Vud 8th, that Vudh 9th -	-	-	-	500	-	-
ash from Pureckh Vuttoo Nursaia, of Broach, was paid from without into the firm of Pureckh Kessoolall Lulloobhoy, by Juvery Golabchund Vukhutchund, which is debited to that firm	500	-	-			
ureckh Ruttonjee Kandass, Asso Vudh 8th, that Vudh 9th - - - - -	-	-	-	5,000	-	-
old coins 810, weight 217 ¼, tola 4 ½ val, at 33 rupees per tola, the amount of which is brought to account -	5,000	-	-			
aja Shree Anund Row Rajee Sindee, Aso Vudh 8th -	-	-	-	20	2	1¾
ebited to your account for (khund) sugar - - -	20	2	1¾			
mount of Kutav account, Asso Vudh 8th - - -	-	-	-	38	2	-¾
ebited to the Sircar's Potedar's account - - -	37	-	-			
nd to Raja Shree Anundras Bajee Sendee account -	1	-	-¾			
Rs.	38	2	-¾			
Carried forward - - Rs.				47,773	2	-½

	Rs.	a	p.	Rs.	a.	p.
Brought forward - - Rs.	-	-	-	5,300	-	-
Mudee Nuttoo Bhay Soorchund, Asso Vudh 8th - - -	-	-	-	300	-	-
Cash paid to Hurry Bhoy -	300	-	-			
Debited to the account of Shree Sircar Potedar account, Asso Vudh 5th - - - -	-	-	-	1,537	2	-
A (chittee) bill, drawn on me by you, for the pay of Hukumjee (doctor) Emam Ali, from the month of Shrawun up to the end of Asso, of which detail as follows:						
Added to the original Potedar account, and credited to the Vutao account - - -	37	2	-			
Balance remaining entered to be credited to the account of Damodhur Jummadass from Pureckh Goverdhur Zetta -	1,500	-	-			
Rs.	1,537	2	-			
Rajeh Shree Anund Row Raj Sindee, Assoo Vudh 8th -	-	-	-	41	2	2½
Detail of a chittee (draft), given in the month of Shrawun -	41	2	2½			
Interest for three months, credited to the Vutao account - - (Rs. a. p. 1 - -¾)						
Credited to your "khund" sugar account - - (20 2 1¼)						
Balance paid in cash to yourself and Nana Waga (20 - -)						
	41	2	2½			
Debited to the account of the village of Dungurh, Asso Vudh 8th - - -	-	-	-	1	-	-
Cash paid to Hurry Bhoy Bhugtydass, through Bhayjee; first paid this sum to an Arab of the name of Hassien for his road expenses when he went to the village, and which he afterwards repaid	1	-	-			
Pureckh Bechur Bhoy Samuldass, Asso Vudh 8th, that Vudh 9th - - - - -	-	-	-	28,070	-	-
Cash paid this day in part of the chitte for 78,000 - -	28,070	-	-			
Pureckh Kesow Lall Lulloo Bhoy, Asso Vudh 8th, that Vudh 9th - - -	-	-	-	500	-	-
Juveree Golabchund Vukhtchund paid this sum on account of Wullow Veersing, and it is entered to be credited to the account Ruttonjee Kandass - - - -	500	-	-			
Carried forward - - Rs.				30,449	4	2½

		Rs.	a.	p.			Rs.	a.	p.	Rs.	a.	p.
Brought forward	Rs.	47,773	2	½	Brought forward	Rs.	-	-	-	33,449	4	2
					Debited to the Vitiao account, Asso Vudh 8th		-	-	-	65	-	-
					Paid cash to Lunbajee, a Jasood, and Hunomunt Row, on account of certain fees (dustooree) due to Raja Shree Bhasker Row Vettul		15	-	-			
					Paid to Raja Shree Pundoorung Punt, in payment of a chittee from your Highness		50	-	-			
						Rs.	65	-	-			
					Dr. Total					35,815	-	
					Cash in hand					8,165	1	
					Amount to be recovered from the persons					3,793	-	
Total	Rs.	47,773	2	1½	Total Balance on Thursday, 8th Vudh	Rs.				47,773	2	

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

(J.)

Translation of Questions put to *Chinto Krishna*, Coonkan Brahmin, by Colonel Outram, C.B., Resident, Baroda, and his Replies thereto.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer.* Of the two chits now shown to me, the handwriting of the one marked "No. 1" appears exactly like that of Nursoo Punt, formerly dufterdar with the Revenue Commissioner, and that of the one marked "No. 2" is very similar to it.

2. Are both chits in one and the same handwriting?—I cannot distinctly say, as the shape of the letters in the two are somewhat different.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luxumon, commonly called Nursoo Punt?—I formerly stated that the handwriting of the chit marked "No. 1" appeared exactly like that of Nursoo Punt, and that of "No. 2" very similar to it.

(signed) *Chinto Krishna Burwa.*

Taken upon solemn affirmation before the Court of Requests, Bombay, this 17th day of July 1851.

(signed) *J. L. Johnstone*, Commissioner and Clerk.

Questions put to the above individual by the accused, Nursoo Luxumon, late Native Agent, Baroda Residency.

1. Do you recognise my handwriting well?—Yes, I can recognise your handwriting.

2. If you had not any other papers of mine at hand could you satisfactorily recognise my handwriting?—When you were dufterdar in the Revenue Department I used to see letters from you to my father, and also your signature, and (sheras) endorsements in Government matters, from which I am enabled to recognise your handwriting.

3. Have you ever seen me write, and, if so, when and where?—I don't recollect ever seeing you write, but from the reasons above stated, I am acquainted with your style of writing.

4. Have you any letters written by me in your possession?—My father used to receive numerous letters from you, but none of them were of any importance to call for their being kept, for which reason I don't think I have at the present time any of them near me.

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write in, and whether the letters of the notes are a settled hand

hand like mine or not?—The shape of the letters in the chit marked "No. 1," in red ink, is similar to that of your writing, and in the other chit, marked "No. 2," in red ink, several of the letters are shaped like yours, and several are of a different shape.

(signed) *Chinto Krishna Burwe.*

Taken upon solemn affirmation in the Court of Requests, Bombay, this 17th day of July 1851.

(signed) *J. L. Johnstone,* Commissioner and Clerk.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(K.)

TRANSLATION of Questions put to *Madhgrow Ramchunder,* Mamlutdar of the Talooka of Kulleean, by Colonel Outram, Resident, Baroda, and his Replies thereto.

I, Madhorow Ramchunder, by caste Brahmin; religion, Hindoo; age, 42 years; profession, carkoon, and police umuldar of the Talooka Kulleean, having taken solemn affirmation according to the tenets of my faith, write with my own hand answers to the following questions.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer.* I have looked at the two chits in question, and they are either in the handwriting of Nursoo Luxumon or one of his several sons, because there is no great difference between his handwriting and that of his sons; I don't recollect the name of the son.

2. Are both chits in one and the same handwriting?—Yes; they both appear to be written by the same individual.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luxumon, commonly called Nursoo Punt?—The purport f what I formerly stated regarding the handwriting of the two chits in question was exactly what I have just now deposed in my answer to the second question.

Question put to the above individual by the accused, Nursoo Luxumon, late Native Agent, Baroda Residency.

1. If you say that the handwriting of both these chits is like mine, be pleased to compare them with any other papers you may have of mine in your possession, and see whether the shape of the letters and the style and manner of writing correspond with them, and whether the letters of the notes are written in a settled hand like mine or not; be good enough to answer this in detail?—It is the custom of Nursoo Luxumon to write "Shree Nur Hurree" at the top of all his letters, and these words appear written at the top of these two notes exactly after the same manner, and almost all the letters of these notes are similar to the writing of Nursoo Luxumon; there are only here and there letters which appear to have been written by a hand not settled, which led me to entertain suspicions that they might have been written by his son; for at the time that I saw the handwriting of that son he was about 16 or 17 years old, and his writing was then like that of his father's, which I observed from letters he wrote to different parties; I never myself saw him writing; I formerly received many letters from Nursoo Luxumon, but at the time I left Broach I tore them all up, and now I have none of his letters in my possession. The manner and style of Nursoo Luxumon's writing correspond with these, and the letters of the notes, with a very trifling difference, are shaped like.

(signed) *Madhorow Ramchunder,* Mamlutdar.

Stated before me on solemn affirmation, this 13th August 1851.

(signed) *R. Keays,* Judge.

(True translation.)

(signed) J. T. Jameson, Asst. Commissioner.

(L.)

TRANSLATION of Questions put by Colonel Outram, C. B., Resident, Baroda, to *Ramrow Nursing,* Dufturdar of the Revenue Commissioner in the Southern Division, and his Replies thereto.

Question 1. Do you recognise the handwriting of either of these chits now shown to you, and, if so, whose handwriting is it?—*Answer.* I cannot positively declare in whose handwriting the two notes just shown to me are; but on comparing them with some specimens

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

of Nursoo Luximon's writing, the shape of the letters appears somewhat similar. The papers in the handwriting of Nursoo Luximon, which I have now taken out of the dufturs, on comparing them with the notes in question, the handwriting of the former seems that of a formed hand, while that of the latter does not appear to be of so settled a style, and several of the letters are shaped differently.

2. Are both chits in one and the same handwriting?—Judging from the shape of the letters in these two notes, they both appear to have been written by one individual.

3. Did you not, upon a former occasion, declare on oath that both these two chits were in the handwriting of Nursoo Luximon, commonly called Nursoo Punt?—When these two notes were shown to me formerly I was not put on oath, nor did I give my replies on oath; the notes were shown to me, and I was asked in whose handwriting they were, when, to the best of my recollection, on looking at the writing of them, and seeing that they were like that of Nursoo Luximon, I answered accordingly.

22 August 1851. (signed) *Ramrow Nursing*, Dufterdar.

Question put to the above individual by Nursoo Luxumon, late Native Agent, Baroda Residency.

If you say that the handwriting of both these chits is like mine, be pleased to compare them with any other papers you may have of mine in your possession, and see whether the shape of the letters and the style and manner of writing correspond with them, and whether the letters of the notes are written in a settled hand like mine or not; be good enough to answer this in detail?—At first, on looking at these two notes, they appeared to me to be in your handwriting, but on taking from the duftur several papers written by you, and comparing them with these, the handwriting of the former appears to be a settled hand, while that of the latter does not appear to be so, and the manner of forming the letters also, seems to be different. The contents of the notes are so very small that a difference in the words cannot be discovered.

22 August 1851. (signed) *Ramrow Nursing*, Dufterdar.

Answer to the foregoing questions were given on solemn affirmation before me this 22d August 1851.

(signed) *H. Brown*, Judge.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(M.)

In a yad from the Resident, No. 981, dated the 18th September 1848, to the Durbar, it appeared to be his (the Resident's) desire, that Trimbuck Shastree, and Bapoo Shastree, should be sent to the abode of Larbaee to take her evidence on the subject of the complaint made by her daughter Joitabaee, wife of the late Paruk Behchur Samul, regarding her son. According to the above (yad) request of the Resident, Colonel Outram, the Sircar (Guicowar) gave the necessary order; and Trimbuck Shastree and Bapoo Shastree went to the abode of Larbaee, who on questioning her, she refused to give any direct answers, saying that her complaint had gone on to the Bombay Government, and until her demands were complied with by them, she would give no answer. In this manner she spoke, and addressed very improperly the above individuals, who took and brought notes of her replies, copy of which is herewith enclosed. This appears a very suspicious case. Larbaee is the complainant, and when questioned, she answers in a very improper manner. If she had answered the questions put to her, it must be apparent to the Sircar that the affair would have been cleared up. It is necessary that stringent orders be given to her that she only answer the questions put to her, and that in a correct manner, and of herself; because in cases of evidence unless the person questioned reply of his or her own accord, no satisfactory information can be obtained. In the manner above recommended, Larbaee's evidence must be taken, when a comparison of its facts and heads can be made with that of others, and the whole circumstances being fully understood they will be clearly explained for your information. Larbaee, up to the present time, upon one pretence and another, has not furnished her evidence, so that the affair is at a perfect stand-still. Having taken the above into consideration, Larbaee must be directed to reply in a proper manner, and not speak disrespectfully in the presence of the Kamdars, for it appears from her present conduct and conversation, that unless such be done no information can be extracted from her, and how then can the particulars be found out? Frequent orders have been received by us from the Sircar to make and send a written investigation of this matter quickly; but we are perfectly helpless in the affair. We request that the Sircar will issue the orders we have above recommended, when we will act up to them.

Ashwun Shood 5th, Sumvut 1905.

(signed) *Meer Surfuraz Ali* (signed in Persian).
Gopalrow Meiral.
Trimbuck Shastree Munoher.
Bapoo Meiral Shastree.

(B.) 27.—TRANSLATION of original "Yad" from the Guicowar's Court to the Resident, Baroda, dated 5th Ashwur, Sumvut 1904, or 5th October 1848.

A YAD was received from the Residency, dated 18th September 1848, No. 981, requesting his Highness the Guicowar to send the two Shastrees to the abode of Larbaee to take her deposition. Agreeably to this request, Meer Surfuraz Ali and Gopalrow Meiral were directed to send the kamdars to the residence of Larbaee for that purpose. They sent Trimbuck Shastree and Bapoo Shastree to her house to write her evidence, but she, instead of answering the questions put to her, commenced contesting and disputing, and said she would not reply to their queries. When they could not succeed in getting her deposition, they returned and presented to the Court a statement of what had occurred, and a copy of what part she had deposed; copies of both of which papers are herewith forwarded for your information. Up to the present time, Larbaee, by every possible pretence, endeavours to delay the settlement of the dispute, and talks in a most improper style, with which you have already been made acquainted; but as yet, you have not done me the favour of warning her as to her conduct in severe terms. Further, Joitabaee, under the pretence of her mother, Larbaee, being ill, has gone to her house, and has remained there for two or 2½ months, without returning; regarding which letters have been constantly passing, and casting something like imputations on the Guicowar Sircar; consequently, both Larbaee and Joitabaee, at the advice of others, refused to give any answers to the questions put by the kamdars. After considering the above circumstances, I hope you will send a full and clear account of it to the Bombay Government, and request that they will give orders that Larbaee be examined according to the custom used with females, and that she be made to give proper and distinct answers to the questions put to her. Joitabaee has been for 2½ months residing with Larbaee, which is not at all in accordance with the customs maintained in the establishment of Hurree Bhugtee Parukh, it is therefore requested that stringent orders be issued for her immediate return to her own house.

TRANSLATION of Memorandum, attached to the above, and dated Monday, 9 October 1848.

IN the case of Joitabaee, wife of Samul Behchur Parukh, regarding her son, the Guicowar Sircar took the evidence of Larbaee, wife of Bhanabhaee, a copy of which was sent by his Highness the Guicowar, accompanying the yad, dated 3d October 1848, No. 981, to the Residency. On which Bhanabhaee Khandass was summoned to-day to the Residency, and the copy of Larbaee's deposition read and explained to him, and on his being asked, if it was correct, he replied that it was. Afterwards, on his being asked why Larbaee did not answer the questions put by the Guicowar's officials as therein stated, he and his Vakeel Rughoobhaee replied, that "a petition had been sent in to the Bombay Government on that matter, and that until some settlement or adjustment was made accordingly, that Larbaee would neither mention the names of any of the witnesses, or state all the circumstances of the case, because the witnesses, after having given evidence in favour of the defendant, Baba Nafra, will not be inclined to depose the truth in favour of us. If the Guicowar investigates the matter in our presence, we will relate the whole circumstances, and will now mention the names of the witnesses in your (the Resident's) presence." Upon which they were told by the Resident, that as Larbaee did not detail the circumstances in the Guicowar's Court as she had agreed to do, the proceedings consequently remaining incomplete, had not been forwarded to him; and that their party was the sole cause of the delay, for which reason it is his (the Resident's) intention to write to the Government, and recommend them not to interfere in the matter. On inquiring how Larbaee was, they said, Quite well; on which they were informed that Joitabaee must return to her own house, and that in two or three days an order would be issued to that effect.

(signed) *M. B.*

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(True copies.)
(signed) J. T. Jameson,
Assistant Commissioner.

(N.)

TRANSLATION of *Nursoo Punt*'s Defence, on the Fifth Charge, addressed to W. E. Frere, Esq., Commissioner, on the 11th September 1851.

OF the charges preferred against me by Colonel Outram, C.B., Resident, Baroda, the following is the purport of the 5th; that,—

On or about the 19th or 20th of October 1848, I received from Baba Nafra as a bribe the sum of 78,070 rupees, to be paid by Baba Nafra for the exercise of my influence in

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Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabaee Shettanee.

The following is a detail of the documents and evidence produced in support of the above:

Documents.

1. A 'yad' marked (A.), said to have been found in the southern jamdar khana of the firm of Hurry Bhugty, regarding the payment of 28,070 rupees.
2. Two notes marked (B.) and (C.), found rolled up with the yad above mentioned, and suspected of being in my handwriting.

1. An abstract, marked (D.), from the proceedings of the committee appointed to examine the jamdar khana.

1. The proceedings of the above committee, marked (E.)
   One original (paneea) waste sheet of receipts and issues of Parukh Samul Bhugtee, of the firm of Hurree Bhugtee, for the Sumvut 1904, Ashween Vud (19th October 1848) 8th, marked (I.), and the (Rokhud Mel) account book of debit and credit, for the same year; the 'Khurda,' that is to say the 'Aura' monthly cash account book, and also the "Aukra Vuhee," that is to say "Khata Vuhee" ledger. The above-mentioned account books were produced, and extracts taken from them, and marked (F.), which together with the first made four papers in all.

1. The (Aura and Khata Vuhee) ledger, and monthly cash account books of Narrain Runchor were produced, and extracts taken from the accounts for the month of Ashwun Sumvut 1904 (October 1848), regarding the item in question, and marked (G).

1. The 'Aura' monthly cash account book of the firm of Purshotum Runchor was produced, and an extract taken therefrom regarding this item, from the accounts for the month of Ashwun Sumvut 1904, and marked (H.)

3. Three papers, containing the questions, with their replies, put to several people, at different places, regarding recognising the handwriting of the notes said to have been written by me, viz.:
   1. The questions put to Chinto Krishna Burwe, with his replies, marked (J.)
   2. The questions put to Mahadorow Ramchunder, with his replies, marked (K).
   3. Ditto - - ditto, of Ramrow Nursing, marked (L.)

1. A 'yad' received from the Guicowar Government regarding the deposition of Larbaee, together with the endorsement attached thereto, dated 9th October 1848, and marked (M.)

Witnesses regarding the finding of the Papers in the Jamdar Khana:

1 Soovujram Gungaram, native agent.
1 Petamber Sewlal, the new Mooneem Gomashta of the firm of Hurry Bhugtee.
1 Hurrya, Khujmutgar of the ditto - ditto.
1 Wuzzoobhaee Vanchedass, the father of the elder widow, Maha Luxumee Bhaee Shettanee.
1 Venacck Sudaseo, in the service of the Furnuvass of the Guicowar Government.
1 Gunputrao Ramchunder, commonly called Gujjanun Abba, on the part of Gopal Row Meiral.
1 Trumbuckram Shastree, in the service of the Guicowar Government.
1 Shumbhooram Khoopal, ditto - ditto.
1 Babjee Premchund, Mooneem Gumashta of Parukh Samul Bechur.

9 Altogether.

People to recognise the handwriting of the Papers discovered, and others:

1 Baskurao Veettul, in the service of the Guicowar Government.
1 Baba Dewurrao.
1 Ballajee Purushram.
1 Sewram Bulwunt.
1 Mahadeo Row Narraien.
1 Bajjaba Bapoojee, Residency Carkoon.
1 Hurry Appajee - ditto - ditto.
1 Baw Tambekur, Minister of the Guicowar.
1 Babbajee Hybutrao, Residency Carkoon.
1 Bulvantraw Nafra.
1 Narraien Row Wamun Nafra.
1 Poorshotum Wamun Nafra.
1 Baba Nafra.

13 Altogether.

The

The Gumashtas, the writers of the bobks of the firm of Hurree Bhugtee:

1 Bhargee Ghela.
1 Hureelal Dajee.
1 Jumnadass Damodhur.
1 Damodhur Doolub.

4 Altogether.

1 M. Battye, Esq., Assistant Resident, Baroda.

The above documents and witnesses were produced to prove that the charge preferred against me is false, I beg leave to submit the following paragraphic particulars:

Para. 1. In September 1848, the Colonel sent in a report to Government on the subjects of the 1st and 2d charges, and in them blame was attributed to me, and he at the same time forwarded on the petition which I, having completed my 30 years of service, had then sent in, and in which I had requested to be permitted to retire on my pension, and recommended Government to appoint Baba Fudkey as my successor; at the time of his departure for Bombay he began to give out openly that he intended suspending me, and this circumstance was currently known among the officials of both Governments; and in fact, the whole of the city, old and young, were aware of it, so much so that it was the common rumour that Nursoo Punt had been removed from his situation, and Baba Fudkey appointed in his place, and they were daily expecting an order from Government to this effect, and counting the minutes and hours till my departure. There was, at first, a report that the Colonel would return again to this place from Bombay, but he afterwards went away without coming back. In October, intimation was received here that Captain French had been nominated to the acting appointment; and when it became known that the gentleman was a friend of the Colonel's, people began publicly to remark that he, Captain French, would on this account show no favour to me. My mind became then filled with doubts, and I passed away the time with difficulty, in anxious expectation of the receipt of the Government order. In short, my influence in the estimation of men at that time was not worth a straw, and I was entirely disheartened. My state, at that time, was no better than at present; indeed, in the opinion of others, it was worse. Such being the case, what influence could Baba Nafra suppose me able to exert at that time in his favour, and in what manner could I be of advantage to him, that he should agree to give me the enormous sum of 78,070 rupees, and out of that he would at once pay down a sum of 28,070 rupees? This point is quite clear. This false accusation has been set on foot by the misrepresentations of slanderers, whose evident intention it is to bring me in guilty in some way or other, of having received bribes in the Joitabaee's case, but that is utterly inconsistent.

2. To say that I accepted bribes, or that any one gave me any at the time, that my petition to be permitted to retire on my pension had gone in to Government, and when Baba Fudkey was about to be appointed to this place, is also perfectly inconsistent. If the Colonel deduces his inference from the fact that as I continued to remain in my situation, although I had sent in a petition to Government, yet that I had no intention of retiring on a pension, I would beg the Commissioner to consider this. How could I, or the people of this place, have been informed in the month of October of the decision Government had come to three months afterwards, and what hope could I possibly entertain that after the Colonel had become displeased with me, and had himself gone to Bombay, that the Government would listen to the complaint of me, a mere native, and take compassion on me? It is a well-known fact that the Government had, for several months, been aware of the circumstance that I intended to retire immediately my time of service was completed; and although, owing to the displeasure of the Colonel, under which I was labouring, the time was unfavourable, yet still I gave in my resignation, from which it is palpably clear that I did not do so with the intention of recalling it, or in the confident expectation of its not being accepted, or even the hopes of it.

3. Again, on considering the time, the month of October, it is quite clear that there is no apparent probability of Baba Nafra's having given me a bribe. For this reason the evidence of Mr. Battye, whose name did not at first appear in the list of evidences on this charge, has been now, at the close of the prosecution taken, and he deposes that at the time he was in charge of the Residency, a yad, dated 3d October 1848, was received from the Guicowar Government regarding the deposition of Larbaee, to which there is attached a separate dufter endorsement, dated 9th of the same month, but he says that this is not correct, and is written in favour of the Baba, and that his signature has been surreptitiously obtained to it. The Colonel endeavours to point out the connexion of this by stating that 10 days after the above endorsement was written I accepted a bribe, and in exchange for it, as well as the balance remaining to be paid. I afterwards explained the particulars of the case to Captain French, in a way favourable to Baba Nafia. With reference to this, I beg to state that this case was at the time being investigated by the Guicowar Government, at which place it is clear that Baba could have no occasion for my services, and the commencement of the complaint of Joitabaee was, during the incumbency of the Colonel, from which time up to the date of his departure for Bombay, in September 1848, the whole pro-

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ceedings in the matter were conducted in accordance with his orders, and it was publicly known in Baroda in the months of June and July previous to that, that I had fallen under the Colonel's displeasure. Therefore the Commissioner should reflect on the improbability of my, at such a time, receiving a bribe, or of an agreement having been entered into to give me one. Were I to attempt a detail of whatever business was transacted during the incumbency of the Colonel, I could not substantiate it, therefore it is needless for me to try it. Mr. Battye has now deposed that his signature was surreptitiously obtained to the endorsement of the 9th October, but this gentleman states in his evidence given on the first charge on the 23d June 1851, after my defence had been given in, that he at that time thought that the deposition of Larbaee had not been satisfactorily taken, and to prove that he, in conformity with the manner in which business had been hitherto managed, summoned the people before him, and after instituting inquiries into the matter, caused the endorsement in question to be written by carkoon Narain Row without reference to me; the evidence of that carkoon taken on the same date distinctly states that he wrote that indorsement in the presence of Mr. Battye and by his order, and took his signature to it. It is the Colonel's opinion that Narain Row is an accomplice of mine; upon this subject it would be unbecoming of me to offer any remarks. It rests with my judge to decide whether or not equal weight is to be attached to the evidence of the Assistant Resident, Mr. Battye, and the carkoon Narain Row. This endorsement is not one of an ordinary kind, written on settling a case, and to which the signature is appended, but a long detail of particulars is entered into regarding the investigation of this business, and as Mr. Battye knows Maharatta, how could he possibly have attached his signature thereto without first hearing it read? He merely asserts with confidence that his signature was surreptitiously obtained to the endorsement, but says that he entirely forgets the purport of the order he gave regarding the yad in question. At the time of the departure of the Colonel for Bombay he made no inquiries of him regarding the course to be adopted for the future in this case, and on my asking him about it he told me that he would write to him on the subject; but he now says that he has no recollection of what he wrote to the Colonel, or of what answer he received in reply, and urges, as his motive, that he would never have given such an order as that contained in the endorsement. From this it is quite evident that Mr. Battye must have entertained the same opinion in this case from the first, as the Colonel does now. And as before the arrival of Captain French he was acting in charge, therefore when that officer arrived, and formed an erroneous judgment in the matter, as he must have been aware of the fact, why did he not inform him of the true particulars? It is not likely that he did not see Captain French's report, in support of which I beg a reference to Nos. 12 and 52 of the questions put to that officer on the first charge, and the replies received from him thereto. In short, if the state of the proceedings of Joitabaee's case at the time in question, and the time itself be taken into consideration, it will be at once seen that there is not the slightest probability that at such a time and in such a case, Baba Nafra would enter into an agreement to bribe me to so large an extent, and to pay thereof a certain part.

4. Regarding the item in question a yad, together with two notes, were discovered in the Jamdar Khana of Hurry Bhugtee, and have been marked (A.) (B.) and (C.) respectively, and upon these this charge is now brought against me, and to prove the payment of the amount to me the account-books of the firm of Samul Bhugtee, and Narain Runchore and Poorshotum Runchore, have been produced, and extracts taken therefrom. Upon these papers I beg to submit the following observations :—

1st. In the paheea waste sheet of receipts and issues of Parukh Samul Bhugtee, for the 8th Ashwun Vudh, Sumvut, 1904 (A.D. 19 October 1848), which has no signature, the following item appears in the debit side.

"28,070 rupees paid to Pareck Bechur Bhoy Samuldass, Ashwun Vudh 8th, that Vudh 9th," and in a clause underneath, is written "cash paid to-day in part of the note for 78,070 rupees." And among the receipts appears a sum of 23,070 rupees, from Pureck Narrainrow Runchore, Ashwun on Vudh 8th, that 9th; and in a clause underneath, "Cash received through Aba Mama;" and below this there is another item of 5,000 rupees: Pureck Ruttonjee Khandass, Ashween Vudh 8th (A.D. 19th and 20th October), that 9th; and underneath is a clause, 810 poottees (ducats), weighing 217 ½ tolas and 4 ½ wal, at 23 rupees per tola, cash paid.

2d. In the Rokhud Mel account-book of debit and credit for the year Sumvut 1904, on the 8th Ashwun Vudh, among the issues after the total has been added up at the bottom, the item of 28,070 rupees has been subsequently entered somewhere in the middle, with only the words "Pureckh Bechurbhaee Samuldass" written against it, and among the assets a marginal entry of 23,070 rupees is made in the name of Narain Row Runchore, and an item of 5,000 rupees in the name of Pureckh Ruttonjee Khandass, and both are written afterwards.

3d. In the "awia," monthly cash account-book on the debit side, at page 200, appears the item of 28,070 rupees, and on the credit side, at page 195, that of 23,070 rupees, and 5,000 rupees, the same items which occur in the "paneea," or waste sheet.

4th. In the "Ankra Vuhee," ledger, at page 34 in the account of Pureekh Bechurbhaee Samuldass, on the debit side, appears the sum of 28,070 rupees, and in the account of Narraien Row Runchore, at page 22, on the credit side, is entered the sum of 23,070 rupees, and at page 99 in the account of Pureikh Ruttonjee Khandass appears the item of 5,000 rupees, on the credit side.

5th. In the above-mentioned papers of debit and credit accounts for the 8th Ashwun Vudh, that 9th Sumvut 1904 (A.D. 19th and 20th October), the item of 28,070 rupees which appears

in

in the name of Bechur Samul, the late shett, is said to have been given away as a bribe, but there is not the slightest written proof to support this assertion. Correctly speaking, when items of expenditure are entered in an indefinite manner in firms against the name of the master, it is essentially necessary to keep a separate account of such sums, and if such is not done, how can it be possibly known on what account these items have been expended? The purport of the evidence of Gumashta Bhaceejee is, that certain sums were expended on bribes in the case of the dispute about the child, and the account has been carried on from the time of Baba Nafra; but this statement of his does not appear to be true, because the account has been going on from a period antecedent to Sumvut 1901, in the name of Bechur Samul, and references are made to former folios; in every one of these, and in these accounts, on the credit side, distinct entries are made, while on the debit side some are entered ambiguously, and for others explanation is given.

6th. Gumashta Damodhur Doolubh states in his evidence that the debits and credits were entered according to the directions of the Moonem; but he does not, in an honest manner, state the secret cause, although he must be well aware of the entire circumstances, for it is most unlikely that when it is written in part payment of the note for rupees, that he would be ignorant of what note that alluded to.

7th. What may be the true particulars of the note in question may probably be discovered on examining the account-books of the firm for several years, and seeing whether any entry has been made of it amongst the debits and credits, but it will be very difficult to fathom it unless information be procured from some person well acquainted with the secrets of the firm, I cannot, therefore, enter into details without having some clue to go upon. However, it is quite evident from the books that this sum was not paid to me, because this item in the debit and credit accounts for that date is credited as received, 23,070 rupees, from Narain Runchore, and 5,000 rupees in exchange for Ruttonjee Khandass's ducats, altogether 28,070 rupees, carried to the credit of the firm, from which it is clear that this sum in cash never left the shop on or about that date, and the evidence of Damodhur Doolub fully corroborates this.

8th. Another proof in this matter is this. In the extract taken from Narrain Row Runchore's aura (monthly cash account book), page 73, *Rs.* 24,048. 11. 9. is credited to the name of Paruckh Purshotum Runchore, and among the items in the clause below, the third one is *Rs.* 23,069. 15. 9. "Vudh, cash brought by Abba Mama." At the 76th page, on the debit side, an item * is entered at the heading of *Rs.* 23,069. 15. 9., against the name of Hurrybhaee Bhugteedass, on Ashween Vudh 8th, and underneath is inserted a clause, "Cash paid by Abba Mamma." Thus, excepting the mere difference of a quarter of an anna, this must be the account of the item of 23,070 rupees. In like manner in the khata vuhee, ledger, at page 3, this item is entered in the account of Hurry Bhugtee, on the debit side. The proof of this is, that it corresponds with the accounts of Samul Bhugtee, of the firm of Hurry Bhugtee; and at the 4th page in Purshotum Runchor's accounts, this item appears on the credit side. It is, therefore, evident from the whole accounts of Narraien Runchore, that the Baba made an abatement of this sum in his account with the shett's firm, but from the circumstance of this not being at once apparent, it seems that debit and credit entries of this sum have been made in the account-books of both firms.

9th. In support of what I have above stated, the books of the Pureeck Purshotum Runchor, from which extracts have been taken and recorded, fully corroborate it,† because at the 73d page is entered "23,070 rupees, Pureekh Ashwun, Vudh 8th;" and underneath this clause is inserted, "An agreement of the firm of Hurreebhoy Bhugteedass debited to the account of Pureck Naraien Row Runchor." In like manner, at page 72, under the sum of *Rs.* 3,942. 12. 12. dokras, debited to Narraien Runchore, in the 4th item of the clause appears "23,070 rupees paid to you according to an agreement of the firm of Pureekh Hurree Bhugtee." From this it is quite clear that this sum has been carried to account as a debit and credit, and not as a ready-money transaction.

10th. From the previous three clauses 7th, 8th, and 9th, it will be seen there is not the slightest proof that the amount in question was paid to me on or about Ashwun Vudh 8th and 9th. The item of 23,070 rupees was credited to Naraien Runchore, *i. e.* the shet of Baba Nafra, to whose account it was carried in the firm of Samul Bhugtee. This amount has been remitted from the whole account, and to appropriate it securely, although it was only a debit and credit transaction, it has been entered as a ready-money affair, and in order that other people might not imagine that he himself had taken the money, he has made a debit and credit entry of it in different ways in the accounts of his own two private shops, under the names of Naraienrow Runchore and Purshotum Runchore, the money remaining in the shop of the latter. From an examination of the books of the three firms, it will be distinctly evident that the sum in question never left any of these three shops, as I have above shown.

11th. In the same manner the 5,000 rupees worth of ducats which were purchased, are mixed up in the large item entered in the name of Bechur Samul, the head of the firm, therefore

* In the account book the figure 7 has been marked out with a pen and replaced by a 6.

† In another book, the Rozmel, in a similar manner, this sum at page 70 is credited, and at page 69 debited.

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therefore who can tell whether the ducats remained in his house or Baba abstracted them? but from Damoodhur, the Goomashta's evidence, it is to be inferred that he took them away.

In this manner, from the above particulars, it will be at once seen that the extracts from the account-books and other documents, which the Colonel has produced to prove that I received this sum, instead of substantiating the charge against me, on the contrary, serve entirely to refute the false accusation. However, should the Commissioner deem it necessary and approve of it, he should appoint a committee of soukars and others who understand accounts to inquire into this matter, or clear it up in any other way.

5. It is evident, from the accounts of the three shops, that the yad and two notes found in the jamdar khana were either placed there by Baba Nafra to screen his own roguery, or some enemy of mine, watching his opportunity, has adopted this means to secure my ruin; but they are nothing but forgeries. Against the item of 28,070 rupees is written, "Paid in part of the note for 78,000 rupees;" now from my not understanding the purport of the written agreement, explaining the object of this note, I am in great distress because, if clear proof of this could be furnished, it would be at once known who fabricated this slander against me. Had Baba Nafra and the Goomashta Damodhur, who wrote the accounts, given their evidence honestly, this circumstance would have been cleared up. That Goomashta, after giving false evidence, refers every thing to the Baba, and although the Baba was not questioned on this point, he himself made away with the 23,070 rupees, which is clear from his house accounts, therefore what hopes could be entertained of his telling the truth in the matter? For this reason, at the present time, I am quite unable to institute a rigid investigation into this affair. Should the Commissioner imagine that I can direct inquiries through other parties and thus obtain proof, I beg to say that such is impossible, because in this case the opposing party is no humble individual. The head of the station, the Resident, armed with full powers, the same person who entertains a spite against me, is my prosecutor, and the new Mooneem and other Gumashta in the firm of Hurree Bhugtee, who enjoy his favour, have been most propititious to him. Under such circumstances, were this country under British rule, it would be quite a different matter, but this is an independent state, and their durbar, kamdars, and people, are entirely under the control of the Resident, while I am a poor individual, who have fallen under the displeasure of Government, and come here alone and unaided; therefore, what is there to induce any one to lend me assistance? this point should be well considered. Further, if any one in the name of God should desire to lend me his aid, or give true evidence in my favour, they would never stop till they had secured his utter ruin, and were I to enter into minute detail on this subject, I should be called upon to substantiate it, and therefore I am unable to do so. In short, if the Commissioner should imagine that in this case the Colonel is as a stranger, or that I, as the dependent opposed to him, possess equal advantages, this supposition should be rejected, and he should use his best endeavours to discover what this note for 78,070 rupees is for, and what arrangement was previously entered into.

6. The following are my observations on the yad and two notes found in the jamdar khana:

1st. This is the purport of the yad, "Expended in the month of Ashwun Sumvut 1904 (A. D. 19th and 20th October), 28,070 rupees; date, Vud 8th. That on Vudh 9th, paid Nursoo Punt Tatia, on account of the dispute about the boy, 28,070 rupees."

"5,000 - - - 23,070."

In this manner was the yad which was found written, and which is said to be in the handwriting of Bulwunt Row Nafra.

2d. Two notes found rolled up with the above yad, of which these are the contents:

1st. Shree Nur Hurree (Invocation of Deity), "My request is, you have not yet sent the sum here, according to your promise. This is not proper of you. This is my petition."

2d. Shree Nur Hurree.—"This is my request, up to the present time the whole sum has not come; this is not becoming your dignity. This is my petition."

These notes are said to be in my handwriting.

3d. The above yad and two notes were found by the committee appointed to examine the jamdar khana of Hurree Bhugtee. They were discovered on the 7th April 1851 tied up in a cloth bundle, which had been taken out of a silver lota, found on examining the contents of a box in the small inner room in the southern jamdar khana; and to prove this fact, Soorujram and others, in all nine witnesses, have been produced, and they all depose as above stated, but there is a manifest discrepancy in their evidences as follows: Hurree deposes that he took the things out of the box and handed them over to Wujjoobhaee, who took them outside. Peetamber deposes in a similar manner. While Wujjoobhaee declares that Hurreea took the things out of the box and placed them near it, and afterwards took them outside himself. In like manner do Trimbuck Shastree, Soorujram, and Gujjanund Abba depose. Shumbooram again states that Hurrea took the things out of the box, and without putting them on the ground, carried them outside. Besides these, several other discrepancies occur. The whole purport of the evidence is, that Hurrea took the things out of the box, placed them on the ground, and afterwards carried them outside, which

fact

fact did not equally come under the observation of all. Therefore no one can affirm that in the confusion consequent on first placing the things on the ground, and afterwards carrying them outside, an opportunity was not afforded for introducing the small cloth bundle amongst them; and of the above witnesses Babajee and Venack Appa, two members of the committee, were outside, and Gujjanund Abba remained inside. Trimbuck Shastree states that his attention was not directed towards the lota, and that when the things were taken out of the box and put down on the ground, he went and sat outside; and that he did not remain inside till Hurreea brought the things outside. Further, Wujjoobhaee is an old man, and it is not likely that his attention would remain fixed amongst such confusion, and this Hurreea is the same Hurreea Khymutgar who has given evidence in the fourth charge. Regarding Soorujram and Sumbooram, I have already submitted a few brief observations in my defence on the fourth charge. Besides these, Peetamber, the new moomeen gumashta, was not present at the time of taking out the things, but he was the person who drew the papers from the lota, and on examining them, laughed? This individual, in order to get confirmed in the office of mooneem of the firm, felt himself naturally necessitated to keep in favour at the Residency. How this jumbling together has occurred, cannot fail to excite suspicion, but it is impossible for me to enter into particulars.

7. I beg to submit the following remarks on the evidence of the witnesses produced to recognise the handwriting of the papers found as above described.

1st. I have heard that when Bulwunt Row Nafra was first examined at the Residency, he recognised the handwriting of the yad as his own, but now when it is shown to him by the Commissioner, he first says that it is a copy of a paper he formerly made in the Residency, and afterwards, in a suspicious manner, he remarks that there is some difference in the form of several of the letters, the pith of which is, that if this is not Baba Nafra's villany, then the writer of the yad produced in the fourth charge, which is said to be in Bulwunt Row's handwriting, but which is not a good imitation, has evidently taken great pains, by carefully noting the form of the letters of Bulwunt Row, to make the handwriting of this yad exactly similar to his, owing to which he (Bulwunt Row) himself not being able positively to pronounce on the writing, has given a doubtful answer. Casting aside the question how it has happened, he distinctly declares that he did not write such a yad in the shop; and from the evidence of Gumashta Damodhur Doolub, given in this, and also in the 4th charge, it will be clearly seen that it was not the business of Bulwunt Row to do the writing work of the firm. Whether Baba Nafra be my friend or enemy, is it probable that he would, with his own hand place in the jamdar khana a paper regarding the dispute about the boy, and the discovery of which would accomplish his own ruin? Let this be well considered. Further, prior to the expenditure of this sum, there appears in this identical account another item of expenditure of 15,000 rupees in the month of Badrapud. The yads regarding this and other sums of a similar nature, entered in the debit and credit account during the management of Baba Nafra, which may have been discovered in the jamdar khana, ought to be produced and recorded, from which the Commissioner will be able to judge whether or not there are just grounds for supposing that the Baba himself prepared and deposited the yad in question there.

2d. Bhaskerow Vittul deposes that the handwriting of the notes resembles mine. With reference to this, I beg to observe that all the writing he has ever had of mine are the two lines at the bottom of official documents, containing signature and date, and that he should merely from those pronounce an opinion, is not correct. Ballajee Purushram deposes that he recognises the hand as mine, from having been in the habit of seeing the yads received by Gopal Row Meiral from me, but I don't think that any papers written by me were ever sent to Gopalrow Meiral. From an answer he gave to a question put by me, it will be quite evident that he has given his evidence through spite, which I have already alluded to in my defence on the fourth charge. In like manner the cutcherry karkoons are biassed in their evidence by the subordinate position they hold. They dare not, after a minute inspection of every letter, and of the style of writing, give their true opinion.

3d. Besides these the Colonel has sent questions on this point to five different people at distant places. Of these one has not been found out, and the replies from another have not yet been received. The replies from the remaining three, Ramrow Nursing, Mahdew Row Ramchunde, and Chinto Krishna, have been received. From the general tenor of the evidence of the first, Ramrow Nursing, that individual would seem to think that some one has attempted to imitate my handwriting. The evidence that Mahadeeo Row Ramchunder has given, is most clearly dictated by spite, because some 17 years ago, in 1832 or 1833, he served as a carkoon under me for about one and half years, in the office of the Revenue Commissioner; and although he had then an opportunity of getting the situation of mamlutdar at Judapore, yet he did not obtain it; it was given away to another carkoon under me, junior to him, from which circumstance he has since that time entertained a grudge against me. After this he obtained the situation of jowab nuvees (sherestedar) of Nuggur, and subsequently when the new appointment of dufterdar at Nassik was made, Sir R. Arbuthnot intended nominating him to the situation, but there was some objection to this on the part of the Revenue Commissioner, the cause of which was attributed by Mahadeo Row to me, and consequently his spite against me was greatly increased. After this he came to Broach as dufterdar, and whenever I was in the habit of going to that place, people who had complaints against him used to come and see me.' On this, although he used outwardly

wardly to keep up ordinary intercourse with me, yet in his heart he always maintained a revengeful feeling, and was generally in the habit of backbiting me. The people of Broach can vouch for this, but in such a trifling matter it is needless to bring forward evidence. Who this Chinto Krishna might be, I was perfectly ignorant of before, but as he now states in his evidence that I was in the habit of writing letters to his father, I presume from this that he must be the son of Khristnajee Suckaram Burwe of Tarapoor; now I beg to remark that some 10 or 12 years have elapsed since his father was removed from his situation, when he died, and I don't recollect ever having written to him. I may, perhaps, have done so, but that he, from an examination of my writing at that time, and endorsements written by me, should say that he can therefrom recognise my handwriting is absurd. He himself says that he never saw me writing, and he is not a person competent to pronounce an opinion about the minutiæ whereby handwriting is recognised.

4th. A few letters here and there in these notes to an ordinary observer would appear somewhat like my writing, but the greater part of them are shaped quite differently; and in one note there appears a mistake, the word "udyapee" (as yet) is spelt wrong, the long ā is written instead of the short ă, the compound letter द्या (dya) is written separately, and the "p" (प) is in Balbood. Such orthography as this will never be found in any of my writings, and the words, "Venuntee Veshesh," are totally different from my manner of writing. Several such errors as these occur, and on a general review of the whole, the writing of the notes is not the settled hand that mine is, but appears like a boy's, and from the appearance of the original style of the writer, I am inclined to suspect that they have been written by some kayest purvoe.

5th. Everyone knows that very long papers are forged in imitation of other people's writing, and each of these two notes consist of but two lines and a half; and, therefore, if any one had a design of forging my writing, he would, from an examination of the form of my letters, have imitated them as has been done in this case. In this manner some one has written these two notes. Formerly in 1833, some one in the Sholapoor zilla presented a petition to Mr. Williamson, late Revenue Commissioner, on which an endorsement was written by me and signed by that gentleman, and the petition returned to the petitioner. On this, that person imitating my handwriting, wrote another endorsement of a different purport, and also imitated thereon the initials of Mr. Williamson. The particulars of this case were inquired into and decided on in the Sholapoor Court. There are hundreds of people of this sort who forge one another's handwriting, which is a well-known fact; but it is needless for me to adduce any more examples.

6th. In the fourth charge the commissioner put a question to Soorujram, the native agent, as to whether there were any people in Baroda who could forge documents, to which he replied that he did not know; but this is not a correct answer, because he knew right well that in the Joitabaee's case a paper had been forged, in proof of which it is mentioned in the summary of the Punchayet proceedings, recorded in the first charge, and the person who prepared this paper and made use of it, was the goomashta of Hurree Bhugtee, Lulloo Bugwan, who was present at the examination of the dufters at the Residency, as appears in the proceedings of the fourth charge, for he is one of the witnesses in that case, produced to prove the finding of the note for 20,000 rupees; and he is also the same individual whose evidence is taken in this sixth charge. The object of this is to prove that forgers are to be found in Baroda.

In short the notes only allude to the sending of money, therefore considering that Baba himself lived in the town, and that we must have been in the habit of meeting, what was there to have prevented my telling him this by word of mouth? Am I an arrant fool that I would write such a note about a bribe. If these circumstances be maturely considered, it will at once be apparent that the whole is a fabrication. I have already given in the names of the individuals whose evidence I wish taken on my part regarding the writing of the notes in question, and questions have been forwarded to them. As soon as their replies are received the evidence of the dufteidar at Kaira, will be taken, when all will be cleared up.

8. I am utterly incapable of tracing by whom, and how the papers have been forged as above-mentioned, and from the debit and credit accounts brought forward in evidence it is quite clear that they are false, and therefore I cannot comprehend what benefit could be expected from producing such false documents.

9. I have heard that Baba Nafra was in the habit of appropriating sums in this manner from the firm of Hurry Bhugtee, and from the accounts it appears that this sum was taken for his own use. In the same manner the Baba appropriated the items of 20,000 rupees, the subject of the fourth charge. I was not aware of this circumstance until after I had given in my defence on that charge, because before doing so I had not been allowed to examine the account-books of the private shop of Baba Nafra, according to my express desire; but I was directed to make a request to that effect in the body of my defence; accordingly, after I had sent in indefinite and doubtful particulars regarding that item, I was permitted to examine the books of the shop in question. Among these the roz-mel-auro for the year Sumvut 1901 (A. D 1845), of Poorshotum Runchor, was not to be found; whether a marginal entry of this sum (the 20,000) was made on this account I cannot understood; however, in the books for Sumvut 1902 (A. D. 1846) this item is credited to the account of Ranchor Balanath, on the 2d Margsheersh Shoodh

(A. D.

(A. D. 1st December 1845). It does not appear that there is a soukar or shopkeeper of that name, from which I am quite certain that Baba has written this name as being that of his tutelar deity, in order that he alone might understand it. I have already explained this matter to the Commissioner orally, who has entered it in the proceedings. If any doubt is expressed on the subject of this, being an item of the month of Veiseakh, Sumvut 1901 (May 1845) and credited seven months afterwards in the month of Margshersh, Sumvut 1902 (December 1845), then I would beg to observe, by way of explanation, that as long as the Shett was alive the Baba could not openly give out that he had made away with this sum himself. The Shett died in the month of Badrapud (September), and within three months afterwards he paid the money over to his own private shop, and crediting it in the name of his tutelar deity he succeeded in disposing of it without fear of detection. Of this there is no doubt, and it should be borne in mind that he knowing well that if he gave explicit information on this point that he would have to refund the money, has deposed in an ambiguous and dubious manner, and thus secured his own escape.

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10. In short Baba Nafra has by every possible pretext appropriated money from the firm to himself, and endeavours to show that several of the undefined items bear reference to me; concerning this I beg to remark that the Baba's explanation regarding the total amount of defalcations laid to his charge was taken, and afterwards the present moonim gumashta, and others, drew up a memo. of adjustment, both of which papers were received at the Residency, and the Colonel produced them in the fourth charge, to prove the fact of the temple. These papers should be sent for from the office, and recorded in this case, when after understanding what sums have been drawn out by Baba, and also the particulars of the adjustment memorandum, it will be at once seen how many indefinite items still remain, and how much money he has made away with by every possible contrivance.

11. In this as well as in the fourth charge, extracts from the account-books of the shop of Naraien Runchore and Poorshotum Runchor have been recorded, and I have heard that the Colonel affirms that these books are not authentic. In reply, I beg to observe that these books are the same as those of Hurree Bhugtee. There are corresponding debit and credit entries in both, and whether money has been received in the shop, or paid out of it, in these books alone will entries of it be found; and if they are assumed to be false, what then are the grounds for preferring this charge against me? Is the presumption jumped at merely from the circumstance of the discovery of the yad (memo.)? If this is the only reason, I would beg to observe, that a person in authority can procure against any one he chooses as many yads of this description and other documents of sorts as he may require, therefore there is no occasion for my enlarging on this subject.

12. In this case the item as entered in the books is in part of the note for 78,000, but in the yad it is stated in part of the note for 78,070 rupees; I cannot comprehend the cause of this difference. Whether it has happened from the item of 28,070 rupees, having a 70 in it, or in order that no one might imagine that the yad had been prepared from the account-books, or in what other manner, I cannot understand. It appears to me that the 70, above alluded to, has been added in the same manner as is usually done on account of interest and exchange, &c., since in the entry of this item in the chopras the note of 78,000 is alluded to; it is evident that there must be some cause stated in that note, but without finding good grounds to go upon, I am unable to write anything on this subject. In bribery cases it is not likely that notes of hand would be taken for the amount. It may probably be connected with some private money transaction with the Guicowar government in this case. In such a matter what inquiries can I possibly institute?

13. The witnesses in giving their evidences do not depose in a uniform manner, therefore, in case the Commissioner should on this account entertain suspicions, I beg to inform him that the reason of it is this: the people of this place are not acquainted with English customs, but according to the manner in vogue in Mahratta durbars, are in the habit of deposing in a confused manner. It is commonly said among people that if the evidence is concocted the replies of all the witnesses are sure to be alike, but if the prosecutor be a humble individual, and he and his witnesses enter into collusion, then also this will take place. This case is one of this description, some of the witnesses being in a subordinate position; some tempted by the hope of bettering themselves, some from enmity to me, and some from other circumstances, have given evidence, consequently, they only state sufficient to bring home conviction, and if on a dispute arising on any point, questions are put regarding it, they either from the circumstance of their being false from the very outset, or from doubtful matters having arisen, have fallen into perplexity, and given whatever answers have occurred to them at the time. Such is my opinion, which I have written merely for the information of the Commissioner.

14. In the preceding second para. I have made certain remarks regarding my having forwarded a petition to be permitted to retire on pension, but as I omitted to state that, agreeably to the orders of Government, I remained in the service, and considering it essentially requisite that the Commissioner should be informed of this fact, I now beg to state that in January 1849, the Government most kindly sent me an order to the effect that, if I wished it, I might withdraw my resignation, but that I would not receive any more pension than

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than I was entitled to. As I had not taken back the money I had paid into the Warden Official Fund, on this account the amount of my pension at that time would have been very small, and as I also heard that Government had it under consideration to come to some settlement with those who had not taken back again the amount they had paid into the fund, I thereon, agreeably to the desire of Captain French, and in order to see what good might result of it, continued in the service. Afterwards, on the receipt of the Government order in 1850, to take back the amount paid to the fund, I did so. In September 1848 I had, thinking my full period of service, 30 years, had been completed, sent in my resignation, but I now became aware that the Government would not reckon in my period of service those years I had served as tullatee;* for this reason it became necessary for me to serve some little while longer to make good this period. I merely state these circumstances for the Commissioner's information.

* Village accountant.

15. In short, the Colonel says, that the purport of the first, sixth and seventh charges ought to be embodied with this one, and a decision come to thereon, from a consideration of the whole case. In reply to this, I beg to state, that however great strength the Colonel may wish to give to this charge, nevertheless, from the documents mentioned in the 4th para., it is quite clear that this money was not paid to me. For this reason it was unnecessary for me to have entered into so lengthy a reply to this charge, and it is so still. Further knowing full well that the whole particulars of this case are as clear to the perception of my judge as the noontide sun on a summer day, I have not attempted as far as lay in my power to criticise the members of the committee, the discrepancies in their evidence, the committee proceedings, &c.

16. The following are the documents and witnesses I wish to produce in support of this case:

DOCUMENTS.

1. A copy of the evidence given by Naraien Row on the 23d June 1851, in the first charge regarding the endorsement bearing Mr. Battye's signature, attached to the yad received from the Guicowar government, and dated 9th October 1848.

1. Copy of Captain French's replies to Nos. 1, 2, and 52, of the questions put by Colonel Outram in the first charge.

1. Extract from the account-books of Samul Bhugtee, of the account of Bechur Samul, for the year Sumvut 1901, to support what I have stated in the fifth clause of the fourth para.

1. Such memorandums "yads" as may have been found in the jamdar khana of Hurree Bhugtee, giving full details of all blank entry items, in addition to the one of 28,070 rupees, during the time Baba Nafra held the management, as requested in the first clause of the seventh para.

1. Copy of the para. of the Punchayett decision, in which the guilt of Lulloo Bhugwan is detailed, in support of the sixth clause of the seventh para

1. The replies which may be received from the witnesses on my part in different zillas, regarding the handwriting of the notes, to whom questions have already been sent, as I have stated in the seventh para. above alluded to.

2. Witnesses in Poonah:

1 Moro Trimbuck Sabussra Boodhea, principal Suddur Ameen, or Aba Sahib Dumdhera, sirdar of the second class, whichever of the two may be present at the time.
1 Beekajee Rugoonath Mahratta, a carcoon in the Nana Furnuvesh Dufter.

2

1 Dajee Khrishna Pundit, karbaree at Kolapoor.
1 Bulwuntrow Vitul Tambe, mamlutdar of the Purgunna Soundee, zilla Kandeish.

4

1. The explanation sent by Baba Nafra regarding the defalcations from the firm, and the gumashta's objection thereon, in all two papers, as stated in the 10th para.

WITNESS.

1. The evidence of Babajee Bapooje, late dufturdar at Kaira, must be taken about the handwriting as soon as the notes have been received back again.

The above documents and witnesses are required.

(signed) *Nursoo Luximon*,
Late Native Agent Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(O.)

DEPOSITION of *Naràyen Row Chimnajee*, given in the First Charge, tried before the Special Commissioner at Baroda, on the 23d June 1851.

Narayen Row Chimnajee is called in; Affirmation administered, and examined by the accused.

I READ all petitions that are to be translated by the assistant or writers. When an abstract translation is to be made of a paper, it is taken to the assistant and read, and he abstracts from it. (D. 3) was translated by my reading the paper to Mr. Battye, and he translated what he thought right of it. I do not recollect having made any translation of (D. 2.) Having read some of the paper, I recollect that I have read for translation, thousands of times, a paper to the same effect, but I cannot be certain that it was this, as my signature and minute is upon all I read for translation. I am quite certain that I read it at some time, but whether for translation or not, or to whom, I cannot remember. I also read (D. 4) to Mr. Battye, but whether he translated it or not I cannot remember. I do not know what Mr. Battye wrote in English as the substance of them.

Cross-examined by the Prosecutor.

I was not aware that I was to be examined on this subject. I do not go every day to consult with Nursoopunt. I did not go to meet him at Chownee. I have been once to Nursoopunt's, but have had no conversation with him on this subject. I have not heard, nor do I know, that all the office, and the whole town, know that Nursoopunt was to be examined on this point. I know a little English; I can read a name. Mr. Battye wrote his translation of the petition of the 7th May, while I was sitting on the floor, and he at the table; there was much said about some difficult words. I do not know what he may have written. When a question arose, we discussed it; and if he was in difficulty he looked in the dictionary, but that he did so in this case I do not recollect. I have only to read, and do not know what Mr. Battye writes. Once in a hundred times he sends the translations to the office to be copied by me, but generally he keeps them to correct, and sends them by a peon. Mr. Battye did not send the substance over to me, and ask if it was correct. I do not know whether Nursoopunt knows of the purport of all translations that leave this office. I inform Nursoopunt of what papers have been translated. I have never since been made aware of what Mr. Battye wrote as the substance of the petitions.

By the *Commissioner*.] Captain French came here about the 1st or 2d November 1848. All the establishment, carkoons, dufterdars, and all, went to him to do work. Nursoopunt was dufterdar. Captain French did not call any particular carcoon; he sent for Nursoopunt or a carcoon. Before Nursoopunt came at 10 o'clock, he used to send for me. I have spoken to Captain French about the Joitabhaee case; he never asked me my opinion of the case, only who the parties were. I have shown him the documents which were in the office against Joitabhaee and Bechur Samul's character. The endorsement on (D. 1) is in Nursoopunt's handwriting, and so is that on D. 2. On the day the petitioner came, Captain French, Nursoopunt, and I were in this very room, and part of the petition was read, and something occurring against the Guicowar, Captain French dictated an order and sent them back. I think the Guicowar's vukeel, Govindrow, was then present, but I am not quite certain; but something disrespectful being read, Captain French told Nursoopunt to send it back unread. Nursoopunt said nothing to him. Captain French was not angry. Nursoopunt did not say that it was unjust to send it back; I did not hear him say so. I do not recollect whether they both came the same day. Govindrow was only present one day, but whether that was the 11th or 21st, I cannot recollect. The other day, only Nursoopunt, Captain French, and I were present. The endorsement on (B. 27.) is in my handwriting; I wrote it at Mr. Battye's order; it was in his presence, when he was in charge of the Residency; Nursoopunt was then in the office, but I am not quite certain. I do not think the endorsement bears the appearance of partiality. I wrote the endorsement at Mr. Battye's dictation; the first 13 lines I wrote myself, but from the words, "Afterwards on his being asked why Lardbhaee did not answer, &c.," was at Mr. Battye's dictation, not literally, but to the purport of what he said. It was shown to Nursoopunt after I had got Mr. Battye's signature upon it. This was not a matter of importance, so I wrote it off all at once, without correction or erasure. I did not read, that I can recollect, the 48 untranslated papers to Captain French.

The witness having heard the above read over to him in Mussulmanee, withdraws.

(True extract.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

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(P.)

QUESTIONS put to Captain *French* by the Prosecutor, together with his Answers, given on the 3d July 1851.

Question 1. DID you ask Mr. Battye to communicate to you his own views regarding the Joitabhaee's case?—*Answer.* Of course; Mr. Battye and self conversed on all such cases freely.

2. If so, what were his views, as expounded to you by him?—The same as my own, as far as I recollect.

3. To whom was it proper that you should have referred the petitions for examination before reporting to Government that they were mere repetitions of the petition of December 21st, 1848?—Such references should be made through the assistant to the native agent; all drafts and fair copies of letters the former sees, are signed by Resident.

(True extracts.)

(signed) *W. E. Frere.*

(Q.)

Monthly Cash Book for 1845.

TRANSLATION of Extracts from the "Aura," Monthly Cash Account Book, of the Firm of Samul Bhugtee, for the year Sumvut 1901, from the Account of Bechurbhaee Samuldass, at pages 40 and 43.

Cr. *Dr.*

Page 40.

1,000 Pareekh Bechur Baee Samuldass, Poosh Vudhy 2d,* that Vudy 3d.

1,000. Cash paid through Hurree Baee Khijmutgar.

Aura, page 34.

* *Sic orig.*

Page 43.

300 Paruck Bechur Bhoy Samuldass, Poush Vudhy 11th.

300. Cash paid through Hurree Bhaee Khijmutgar.

Aura, page 34.

Ledger for A.D. 1845.

Extract from the Account of Bechurbhaee Samuldass, at Page 34 of Ankra Vakee (Ledger) of the above Firm, for the year Sumvut 1901.

Parukh Bechurbhaee Samuldass' Account for Sumvut 1901.

Double Account, page 23.

Cr. *Dr.*

Page 29. 1,000. Page 40, Poush Vudhy. 3d.

300. Page 43, ditto - ditto, 11th.

New Ledger, page 33.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(R.)

EXTRACT from Translation of a Memorandum from Bhasker Row Wittul Khasgee Walla; Bheemashunker Gungadhur Mootalick; Narrayen Row Mahadew Mujmoodar; Pareck Gopal Row Myral; and Pareck Chooræelal Lulloobhaee, to his Highness the Guicowar; dated Sumvut 1907, Asso Sood 11th.

Lulloo Bhugwan's Guilt.

Para 2. LULLOO BHUGWAN in his deposition states, that he was induced to get his son, Munsook, to draft and write out the false document purporting to be from Bhanabhaee to the Meetapoor people, to pay to them annually the sum of 200 rupees by the orders of Baba Nafra; but Lulloo Bhugwan having failed to produce witnesses to establish his having been so directed by Baba Nafra, it appears to us conclusive that Lullo Bhugwan, from interested motives, got this false document drawn out by his son; therefore we find him fully guilty of the crime of forgery.

(True extract.)

(signed) *J. T. Jameson*,
Assistant Commissioner.

(S.)

TRANSLATION of Questions put to *Bickajee Rugoonath*, Carkoon of the Poonah Duftur, in the Waree of Nana Furnavess, in the Department of the Revenue Commissioner, on the part of the Nursoo Luxumon, late Native Agent of the Baroda Residency, on the 4th July 1851, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer*. No; I don't.

2. If in my handwriting, do you recognise them as such, in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—I do not think they are written by you.

3. Are all the letters of these notes formed like mine; if not all, state clearly what letters are like mine, and what are not?—The handwriting of these two notes appears to me to be radically unlike that of Nursoo Punt.

4. Does the writing of these notes appear to you to be in a settled hand like mine, or not?—In a previous reply I have stated, that in my opinion the writing of these notes is radically unlike that of Nursoopunt.

5. Do these two notes, in your opinion, bear any marks whereby you can at once affirm whether or not they are written by me, and if so, state what they are?—No such marks appear to me by which I could recognise them as Nursoo Punt's, because in his handwriting the vowel marks for ē and Ē, are generally of an angular shape above the line, which is not the case in these notes.

6. If you have any of my private letters in your possession, or seen any to other people, do the words, "Shree Nur Hurree" always appear on the heading; if so, are they written in the same way as those words in these notes?—I do not recollect that the words "Shree Nur Hurree" were written in any of the letters I have received from you; I have also seen several rough papers in your writing, and on none of these do these words appear.

Question on the part of the Resident, Colonel Outram, C.B.

7. Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I had no knowledge of it whatever until I came here.

Questions on the part of the Commissioner.

Question 1. Have you ever seen Nursoo Punt write?—*Answer*. Yes; when he was (amanutdar) trustee in the Dufter; in the Warra of Nana Fudmuwees I have seen him writing.

2. In the writing of Nursoo Punt, are there any particular marks by which you could distinguish it from the Beewulkurree hand; and if there are, mention them?—The style of writing of Nursoo Punt is different from the Beewulkurree hand, but I cannot point out any particular mark.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased

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to produce it?—Until I came here I had no intimation, and had not received the slightest hint of it, either by letter or in any other way.

21 August 1851. (signed) *Bickajee Rugonath*, Mahratta.

Answers to the above questions given on solemn affirmation before me, this 21st August 1851.

(signed) *H. Brown*, Judge.

(True translation.)
(signed J. T. Jameson, Assistant Commissioner.

(T.)

TRANSLATION of Questions put on the part of Nursoo Luxumon, late Native Agent, Baroda Residency, to *Moropunt Tatia*, Principal Sudder Ameen, Zilla Poonah, on the 4th July 1851, and his replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer*. I cannot positively say in whose handwriting they are.

2. If in my handwriting, do you recognise them as such in the same way in which you wouldany public document you saw of mine, or any letter you might receive from me?—My answer to this is contained in my reply to the first question.

3. Are all the letters of these notes formed like mine; if not all, state clearly what letters are like mine, and what are not?—The forms of most of the letters of these notes are dissimilar to those of Nursoo Punt; in the writing of Nursoo Punt, the shape of the vowel marks for ĕ and ē is generally angular above the line, and when compound letters occur, he for the most part joins them together, and writes without raising his pen from the paper. Such letters do not appear in these notes; I therefore point out these two signs.

4. Does the writing of these notes appear to you to be in a settled hand, like mine, or not?—The handwriting of these two notes are not in a settled hand like that of Nursoo Punt's.

5. Do these two notes, in your opinion, bear any marks whereby you can at once affirm whether or not they are written by me, and if so, state what they are?—The reply to this is contained in my answers to the above questions.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear on the heading; if so, are they written in the same way as those words in these notes?—I have letters in my possession written by Nursoo Punt, but in none of them do the words "Shree Nur Hurree" occur at the heading.

Question on the part of the Resident, Colonel Outram, C. B.

Question. Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I was neither previously informed, nor have I received a letter from any one on the subject.

Question on the part of the Commissioner.

Question 1. Have you ever seen Nursoo Punt write?—*Answer*. Yes, I have.

2. In the writing of Nursoo Punt, are there any particular marks by which you could distinguish it from the Beewulkurree hand, and if there are, mention them?—The form of his writing is almost entirely different from the Beewulkurree hand.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it; and if you got such information by letter, be pleased to produce it?—I have received no intimation by letter from any one.

29 August 1851. (signed) *Moro Trimbuck*,
late Principal Suddur Ameen.

Answers to the foregoing questions, given on solemn affirmation before me, this 29th August 1851.

(signed) *H. Brown*, Judge.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(U.)

TRANSLATION of Questions put to *Dajee Krishna Pundit*, Karbarree of Kolapoor, by Nursoo Luxoman, late Native Agent, Boroda Residency, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—No; I don't.

2. If in my handwriting, do you recognise them as such, in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—On examining both the notes, the handwriting and the form of the letters appear quite different, and they look altogether as if they had been written by a boy. The hand is not a settled one; therefore, I don't think they can be in your handwriting.

3. Are the letters of these notes formed like mine; if not all, distinctly state what letters are like mine, and what are not?—On examining the form of the letters of the two notes, these three, "a" (अ) "m" (म) "k" (क) alone appear shaped like yours, but your hand is matured; that is to say, of a settled style, which these are not, and the shape of the letters are also different.

4. Does the writing of these notes appear to you to be in a settled hand like mine, or not?—My reply to this will be found in the answer to the 2d question above.

5. Do these two notes, in your opinion, bear any mark whereby you can at once positively affirm whether or not they are written by me, and if so, state what they are?—From the shape of the letters, as well as the style of writing of both notes, it cannot be decided that they are written by you; therefore, how can I possibly point out any marks.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear at the heading; and if so, are they written in the same way as those words in these notes?—I have formerly seen private letters of yours, but I don't recollect whether the words "Nur Hurree" were written on the whole of them; on several of them the words may be written after "Shree;" the "Shree" and "Nur Hurree" in these notes don't appear shaped as if written by you.

Question to the above individual on the part of the Resident, Colonel Outram.

Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I had heard through the newspapers, and from popular rumour, that charges had been preferred against Nursoo Luxoman, and that a committee was sitting to inquire into them, but I received no intimation by letter from any quarter regarding these questions.

Question on the part of the Commissioner to the above individual.

1. Have you ever seen Nursoopunt's writing?—Yes, frequently.

2. In the writing of Nursoo Punt's are there any particular marks by which you could distinguish it from the Bewulkaree hand, and if there are, mention them?—There are very few people who, when their hands become settled, continue to preserve to the last the shape of the letters, as in the copies of the Poonah Rewulkurree writing, though they may have contracted the habit at first; generally when the writing settles down into a small hand, the shape of the letters also alters; therefore how can I positively point out any distinguishing marks.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased to produce it?—I have received neither verbal nor written intimation from any one.

4 September 1851. (signed) *Dajee Krishna Pundit.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(V.)

TRANSLATION of Questions put to *Bulwuntrow Vitul Tambe*, Mamlutdar of the Talooka of Sonde, Zillah Candeish, by Nursoo Luxmon, late Native Agent, Baroda Residency, and his Replies thereto.

Question 1. Do you recognise the handwriting of these two notes?—*Answer.* I have examined the notes in question, but cannot say in whose handwriting they are.

2. If in my handwriting, do you recognise them as such in the same way in which you would any public document you saw of mine, or any letter you might receive from me?—I have already said in my previous reply, that I cannot recognise the handwriting, and I don't think they are written by you.

3. Are the letters of these notes formed like mine; if not all, distinctly state what letters are like mine, and what are not?—It does not appear to me that the shape of the letters of these two notes resembles those of your writing.

4. Does the writing of these notes appear to you to be in a settled hand like mine or not?—I was formerly in the habit of seeing many papers written by you, and the writing

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of them was quite a settled hand; whereas the letters of these two notes do not appear to me to be shaped, or in the settled hand that yours is.

5. Do these two notes, in your opinion, bear any marks whereby you can at once positively affirm whether or not they are written by me, and if so, state what they are?—I cannot discover in these two notes any distinguishing marks or letters like your writing fit to be pointed out.

6. If you have any of my private letters in your possession, or seen any to other people, do the words "Shree Nur Hurree" always appear at the heading, and if so, are they written in the same way as those words in these notes?—I cannot positively recollect what you were in the habit of writing at the heading of your letters, but I will look and see if there* any in my house, and how they are headed; after which I will recount the particulars in this Court.

* *Sic orig.*

(signed) *Bulwuntrow Vitul,*
Mamlutdar, Talooka Sounde.

After giving my replies to the above six questions I went home, and having now returned again, state on my former solemn affirmation, that I have discovered one of Nursoo Luxoomun's letters in my house, at the heading of which "Shree Nur Hurree Prussum" is written, but they occur in that part of the letter which is not written by him. The only words written by him in this letter are, "What more shall I write? this is my petition" (Bohut Koee leehine hè venuntee). I cannot remember whether he was in the habit of writing thus in all his letters, or in some other way, and at the desire of the above Court I have now made over this letter to them.

(signed) *Bulwunt Vitul,*
Mamlutdar, Talooka Sounde.

Question to the above individual on the part of Colonel Outram.

Have you ever received any intimation, either oral or written, that it was likely these or similar questions would be put to you?—I was never verbally informed regarding the above questions, nor have I ever received a letter on the subject.

Question on the part of the Commissioner to the above individual.

1. Have you ever seen Nursoo Punt writing?—Yes, I have frequently been present when he was writing.

2. In the writing of Nursoo Punt are there any particular marks by which you could distinguish it from the Bewulkurree hand, and if there are, mention them?—In these two notes there are no words which resemble Nursoo Punt's writing; therefore how can I point out any particular marks.

3. Have you received any intimation from any one regarding the previous questions; if you have, what was the purport of it, and if you got such information by letter, be pleased to produce it?—I have received no intimation from any one as to the purport of the above questions, nor has any one written to me on the subject.

The answers to the above questions have been given on solemn affirmation in the Judge's Court, on the 29th September 1851.

(signed) *Bulwuntrow Vitul,*
Mamlutdar, Talooka Sounde.

Given on solemn affirmation, this 29th September 1851.

(signed) *J. M. Suart,* Acting Judge.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

(W.)

EXTRACT of Items from the Account of Bechur Samul for the year Sumvut 1901, taken from an Enclosure, No. 133, received with the Reply written by Petambre Sew Lall, Moonium Gumashta of the Firm of Hurry Bhugtee, dated Poss Vudhy 2d, Sumvut 1907 (A.D. 19 January 1851), given to the Explanation furnished by Baba Nafra, and a Copy of which Reply was received at the Residency on the 25th January 1851.

No. 2. REGARDING items, against some of which the individual to whom the amount has been made over is mentioned, and in others not (1,300). In the Sumvut 1901, this is entered in two separate sums, which the Baba writes was expended in the time of the Shett, and that he knows nothing about it; but this amount was paid to the (hukeem) doctor, through the Baba, notwithstanding which he tells a falsehood, by denying all knowledge of it; as, however, it has been expended in the Shett's account, no dispute will be made about it.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

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LETTER from *Nurso Luxmon.*

Sir,

IT is rumoured that some of the account books connected with the bribery case have been sent for by the Resident to-day. If it is in consequence of your suggestion, I am satisfied, provided they remain in your possession; but should they have been sent for without your suggestion, I must distinctly inform you that I have reasons to suspect that they may be tampered with. Though I have at present no means of ascertaining whether they have not already been tampered with, yet it is necessary that some precautionary measure must be taken to prevent this in future. I therefore most earnestly entreat you to procure at once the following account books:—

Samul Bhugtee (*i. e.* Hurree Bhugtee's) Books.

"Panya," or rough daily cash-books, for the years Sumvut 1903, 1904, and 1905.

"Khurda Vuhee," or "Rokud Rojemail," for Sumvut 1903, 1904, and 1905.

"Avra Vuhee," for Sumvut 1903, 1904, and 1905.

"Khata Vuhee," or ledger books, for Sumvut 1903, 1904, and 1905.

"Vyag Vuhee," or interest books, for Sumvut 1903, 1904, and 1905.

And the same books for the same three years of the two separate firms of Narayenrow Runchode and Poorshotum Runchode.

All these books must henceforth remain in your possession until the case comes up.

In conclusion, I must beg your pardon for giving you this trouble to-day, for not only is this not the court-day, but it is Sabbath. I, however, trust that in consideration of the emergency and importance of this application, you will not be offended with

Yours, &c.

Baroda, 29 June 1851. (signed) *Nurso Luxmon.*

Nursoo Luxmon.

Sir, 5 P. M.

I HAVE just received your letter of this day, and have requested the Resident to procure the books you require from the city.

I have further requested Colonel Outram, should he have got possession of the books, to take measures to prevent anybody having access to them except in his presence, which will effectually prevent the possibility of their being tampered with hereafter.

I am, &c.

29/6/51. (signed) *W. E. Frere.*

Colonel *Outram.*

Sir,

I HAVE the honour to enclose a letter just received from Nursoo Luxmon (which I request may be returned), in which he requests that several books of the firms of Hurree Bugtee, Narayenrow Runchor, and Purshotum Runchor, for the years 1903-4-5, might be placed in my possession until the case be decided. I should, therefore, feel obliged by your taking the requisite steps to procure them from the city.

Should you, as Nursoo Luxmon expects, have got possession of the books, and require to examine them in the preparation of the case, I request you will, when you have done with them, send them to me, and also take measures to prevent any one having access to them, except in your presence.

I have, &c.

29/6/51. (signed) *W. E. Frere.*

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From Lieutenant-Colonel *J. Outram*, C.B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sunday, 6 P.M.

Sir,

Political Department.

In reply to your letter this moment received, transmitting a letter from Nursoo Luxmon, in which he requests that several books of the firm of Hurry Bhugtee, Nurrayen Runchor, and Purshotum Runchor, for the years 1903–4–5 (A.D. 1847–48 and 1849), might be placed in your possession until the case is decided, and requesting me to take the requisite steps to procure them from the city; also intimating, should I, as Nursoo Luxmon suggests, have got possession of the books, and require to examine them in the preparation of the case, your request that when I had done with them I would send them to you, also take measures to prevent any one having access to them except in my presence, I have the honour to inform you, that early this morning I received information that a meeting had been held at Nursoo Luxmon's house late last night, when it was arranged to effect certain alterations in the books referred to. Accordingly, I sent a message to the minister at eight o'clock this morning, to request that the books might be immediately sent to me, after being first sealed with the Durbar seal, to remain in my custody until called for before the commission, when the seals should be broken in your presence.

2. Afterwards, it having occurred to me that possibly the tampering might have already been effected, I despatched a carkoon with the authenticated extracts formerly taken from the chopras, with request that they might be compared with the books prior to being sealed up by the minister. The carkoon was sent back immediately with an intimation that the books should be sent open to me, in charge of the kutwal of the city, in order that they might be compared in my presence before being sealed up; but up to this hour I have heard nothing more regarding them.

3. From this circumstance I apprehend that the tampering had already been effected; and that as I had insisted on their examination being effected before affixing the Durbar seal, it was then seen that the complicity of the Durbar officers in the villany would thereby be exposed, his Highness having been requested to retain them (those of Narrayn Runchor and Runchor Purshotum, those of Hurry Bhugtee were made over to the firm) under attachment, since they were formerly examined.

4. I shall again send for the books to-night, and on their arrival place them under the Residency guard until you come to office, when I hope you will allow them to be examined in your presence.

5. I have the honour to return Nursoo Luxmon's letter.

I have, &c.

Baroda, 29 June 1851. (signed) *J. Outram*, Resident.

To *W. E. Frere*, Esq., Commissioner, Saheb Bahadoor, Camp, near Baroda.

Sir, (Received, 30 June 1851.)

I AM very highly obliged to you for procuring the books I required; but as I am now engaged in preparing my defence, which is to be given in to-morrow, I most humbly beg you will pardon my not attending the court to-day, as directed in your note just received.

I beg you will require Narayen Row to attend to-morrow, for his evidence will be necessary.

I remain, &c.

30 June 1851. (signed) *Nursoo Luxmon.*

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J. L. Johnson, Esq.

Sir,

UNDER Act VII. of 1841, I have the honour to enclose papers of questions to be put to Chinto Kristn Burvee, a Brahmin of Tarrapoor, and Sucaram Jeuram Kanatkur Mahajun, of Palveit Turuf Evajur, to the * supposed to be residing in Bombay, which I request may be put to them, and their answers taken and returned to me.

* *Sic orig.*

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to them when examined.

Enclosed I also send a parcel containing letters addressed to the judges of Tanna, Poonah, and Ahmednugger, Kandeish, and the Political Superintendent of Kolapoor, and shall feel further obliged by your putting the documents (B.) and (C.), when you have done with them, into the letter to the Judge of Tanna, and send the whole packet to him, returning the statements before you to me.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Tanna.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Mahadewrow Ramchunder, mamlutdar of Kallian, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin, and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Poonah when you have done with them, and send thewhole packet to him, returning the statements before you to me.

Judge of Poonah; Political Agent, Kolapoor; Judge of Ahmednugger; Judge of Dhoolia.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Poonah.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Ramrow Nursew Dufterdar, on the Revenue Commissioner's Establishment, S. D., Moropunt Tatia, P. I. A., Abba Sahib Dunderee, Bickojee Rugonath Marathi, agent's office; and to request you will take their answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to them when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin, and shall feel obliged by your putting (B.) and (C.) into the letters to the Political Superintendent of Kolapoor when you have done with them, and send the whole packet to him, returning the statements before you to me.

Political Agent, Kolapoor; Judge of Ahmednugger; Judge of Dhoolia.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

To the Judge of Ahmedmuggur.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Wiswasrow Basker Gokle, moonsiff of Ahmednuggur, and to request you will take his answers, and return them to me with as little delay as possible.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

I also enclose a parcel containing letters addressed to the authorities in the margin,* and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Kandeish when you have done with them, and send the whole packet to him, returning the statements before you to me.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. Frere*, Commr.

* *Sic orig.*

To the Judge of Kandeish.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Bulwuntrow Wittul, mamlutdar of Jownda, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C), which I request may be shown to him when examined.

I have, &c.

Baroda, 5 July 1851. (signed) *W. E. F.*

To the Political Superintendent of Kolapore.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Dajee Kristna Pundit, and to request you will take his answers, and return them to me with as little delay as possible.

I have also the honour to enclose two documents, (B.) and (C.), which I request may be shown to him when examined.

Judge of Ahmednugger; Judge of Dhoolia.

I also enclose a parcel containing letters addressed to the authorities in the margin and shall feel obliged by your putting (B.) and (C.) into the letter to the Judge of Ahmednuggur when you have done with them, and send the whole packet to him, returning the statements before you to me.

Baroda, 5 July 1851. (signed) *W. E. F.*

To *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 5th ultimo, and to return herewith the answers of Chinto Cristna Burwa, taken upon solemn affirmation, to the questions submitted to him in the paper you enclosed.

Paper of Queries.

Every effort has been made by the officers of this court to serve a summons on Succaram Sewram, but without effect, and it is now stated that he left Bombay a few days ago for Panwell, and probably for Poonah.

Agreeably to your request I have forwarded the packets addressed to the Judges of Tannah, Poonah, Ahmednuggur, and Kandeish, and the Political Superintendent of Kolapoor, to the first named of those officers, and have enclosed the documents (B.) and (C.) in the packet to his address.

I have, &c.

Bombay Court of Requests Office, 4 August 1851. (signed) *J. L. Johnson*, Commissioner and Clerk.

MEMORANDUM from the Judge of Tannah.

THE statement of Mahadewrow Ramchunder, mamlutdar, taken in accordance with Mr. Frere's letter of the 5th ultimo, is herewith forwarded. The papers and parcels which accompanied it have been transmitted to the Judge of Poonah, as therein requested.

Tannah, Concan Court of Adawlut, 13 August 1851. (signed) *R. Keays*, Judge.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 849 of 1851.

From *Henry Brown*, Esq, Judge of Poonah, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir, (Received, 28 August 1851.)

With reference to your letter of the 5th July with its accompaniments, I have the honour to inform you, that no paper of questions in the name of Abba Salleb Dumderey have been received; the other three in the names of Ramraw Nursew Dufturdar, Moropunt Tatya, Principal Sudder Ameen, and Bhicajee Rughoonath Murathe, have come to hand and shall be returned to you on the arrival of Moro Punt Tatya from Waee, which I understand will take place to-morrow.

In forwarding the two Muratta notes to Captain Graham, I will request him to mention to the authorities, to whom the other two packets may be forwarded, that these notes should be returned to me when they have obtained the answers to the questions transmitted to them.

I have adopted this course under the impression that it will save time, should Abba Saheb Dumderey's questions be forwarded in the interim to me by you.

I have, &c.

Poonah Court of Adawlut, 21 August 1851. (signed) *H. Brown*, Judge.

H. Brown, Esq.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 849, dated the 21st instant, informing me that questions to be put to Abba Sahib Dunderey did not accompany my letter of the 5th instant. In returning you my thanks for the arrangements you have made to prevent delay in case Abba Sahib's evidence should be required, I have the honour to inform you, that the accused only mentioned Abba Sahib's name as a witness in case Moropunt should not be in Poonah; the questions to Moropunt were I thought headed to Moropunt Tatia or Abba Sahib Dunderey. I much regret you should have had so much trouble, but as it appears from your letter, that I may in a day or two expect Moropunt's answers, it will not be necessary to trouble you with questions to Abba Sahib Dunderey.

Baroda, 28 August 1851. I have, &c. (signed) *W. E. F.*

No. 884 of 1851.

From *Henry Brown*, Esq., Judge, Poonah, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

I have the honour to return the questions transmitted with your letter of the 5th July, duly answered by the parties on solemn affirmation.

2. My letter of the 21st instant, No. 849, I am afraid must have occasioned a little confusion; I did not perceive that Abba Saheb Dhundherey's name was annexed to that of Moro Punt Tatia's, the late Principal Sudder Ameen. This functionary having returned to Poonah last evening, and having been summoned before me this morning, the mistake I had made was discovered.

I have, &c.

Poonah Court of Adawlut, 29 August 1851. (signed) *H. Brown*, Judge.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 729 of 1851.—Political Department.

From Captain *D. C. Graham*, Political Superintendent, Kolhapoor, to *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

I HAVE the honour to return, duly replied to, the paper of questions received with your letter dated 5 July last.

2. With reference to the 3d para. of your letter under acknowledgment, I have the honour to inform you that the two original documents marked (B.) and (C.), together with the parcels therein alluded to, have this day been duly forwarded to the acting judge of Ahmednuggur, as requested by you.

I have, &c.
(signed) *D. C. Graham*,
Captain, Political Superintendent.

Kolhapoor Political Superintendent's Office,
8 September 1851.

No. 738 of 1851.

To *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

HEREWITH I have the honour to return the paper of queries received with your letter dated the 5th July last, duly replied to, and to inform you that the packet received from you to the address of the Acting Judge of Kandeish, with enclosures*, has this day been despatched by me to its destination.

I have, &c.
(signed) *J. W. Woodcock*,
Assistant Judge.

Ahmedmuggur Adawlut,
24 September 1851.

TRANSLATION of Questions put to *Veshwashrow Baskur Goklie*, Moonsiff of Ahmednuggur, by Colonel Outram, C. B., Resident, Baroda, and his Replies thereto.

Affirmation.—I, *Veshwashwur Baskur Goklie*, do most solemnly affirm, in the presence of Almighty God, that I will state the whole truth and nothing but the truth.

1. Do you recognise the handwriting of either of these two chits now shown to you, and if so, in whose handwriting are they?—On looking at the notes in question, marked (B.) and (C.), the handwriting appears to me to resemble that of Nursoo Luxooman, late dufturdar of the Revenue Commissioner, consequently I think they must be his.

2. Are both chits in one and the same handwriting?—There is a slight difference in the two (B.) and (C.), but from the form of the letters they appear to have been written by the same individual.

3. Did you not, upon a former occasion, declare on solemn affirmation, that both these two chits were in the handwriting of Nursoo Luxooman, commonly called Nursoo Punt?—Yes; at the time Mr. Grant, one of the puisne judges of the Sudder Adawlut, showed me the two notes I have just examined, I recollect stating on solemn affirmation, that the handwriting of them was similar to Nursoo Luxooman's.

(signed) *Veshwasrow Bhasker Goklie.*

Rahoree, 20 September 1851.

Replies to the above questions, taken on solemn affirmation before me, this day.

(signed) *Pandoorung Nulkunt*,
Acting Moonsiff.

Zilla Ahmednuggur Court,
Rahoree.

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* Being a paper of queries to the address of Bulwunt Row Vittul Tambay Mameldar of Sowday, in Candeish, with two original documents marked (B.) and (C.)

Questions on the part of the accused, Nursoo Luxooman, late Native Agent, Baroda Residency.

1. Do you recognise my handwriting well?—Yes, as I have been in the habit of seeing your writing I can recognise it.

2. If you had not any other papers of mine at hand, could you satisfactorily recognise my handwriting?—I do not call it recognising handwriting when the writing itself has to be compared with others.

3. Have you ever seen me write, and if so, when and where?—Yes; when you were dufturdar in the office of the Revenue Commissioner, and residing in Poonah, I have seen you writing.

4. Have you any letters written by me in your possession?—The Revenue Commissioner sent orders on several subjects to my father, and among those I think there is some writing of yours; further, as your son, Keshorow, is a friend of mine, I have seen papers in your handwriting in his possession.

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write in, and whether the letters of the notes are a settled hand like mine or not?—My reply to this is contained in my answers to the first and second questions of the Resident.

(signed) *Veshwasrow Baskur Goklie.*

Rahoree, 20 September 1851.

Replies to the above questions, taken on solemn affirmation before me, this day.

(signed) *Pandoorung Neelkunt,*
Acting Moonsiff.

Zilla Ahmednuggur Court,
Rahoree.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

To *E. M. Suart*, Esq., Assistant Judge, Dhoolia.

Sir,

WITH reference to my letter, dated the 5th July last, requesting you to obtain answers to certain questions from Bulwuntrao Wittul, mamlutdar of Sowda, I have the honour to request, in consequence of the delay which has occurred in procuring answers from other stations, that in the event of your not having already forwarded the answers, you will oblige me by sending me the questions unanswered, and other accompaniments, by return of post.

I have, &c.

Baroda, 1 October 1851. (signed) *W. E. Frere,*
Commissioner.

My dear Sir, Baroda, 1 October 1851.

I HAVE just received Colonel Outram's reply to your defence on the sixth charge, in which I suggested altering the date from 1848 to 1847, and if you will send one of your sons he shall have it to copy.

I have also this morning received the answers from Ahmednuggur. I find that from the 8th to the 24th was occupied in sending the letter from Kolapoor, and getting the answers in Ahmednuggur. A like delay at Dhoolia would detain us to the middle of the month, but acting on the suggestion you made me a few days ago, I will, if you wish it, write to the judge of Dhoolia, and request him to return me the papers, answered or unanswered, by return of post, which would probably shorten the delay.

I am, &c.

Rao Bahadoor
Nursoopunt Luxmon. (signed) *W. E. Frere,*
Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

To *W. E. Frere*, Esq., Commissioner.

Sir,

In reply to your note of this day's date, I beg you will (in order to shorten the delay as much as possible) do me the favour to write to the judge of Dhoolia, to return the notes in the fifth case, answered or unanswered, by return of post.

I remain, &c.

Baroda, 1 October 1851. (signed) *Keshow Nurshing*, for *Nursoo Luxmon*.

No. 469 of 1851.

To *W. E. Frere*, Esq., on Special Duty, Baroda.

Sir,

I have received your letter of the 5th instant yesterday, and, agreeably to your request, obtained the answers of Bulwunt Rao Vittul, Mamlutdar of Sowda, to the queries proposed to him, which I have the honour herewith to return, together with the two documents marked (B.) and (C.), and one received from the deponent.

I have, &c.

Khandesh Court of Adawlut, Dhoolia, 29 September 1851. (signed) *E. M. Suart*, Acting Judge.

No. 1007 of 1851.—Political Department.

From *J. R. Morgan*, Esq., Acting Collector of Kaira, to *W. E. Frere*, Esq., Special Duty, Baroda.

Sir,

In acknowledging the receipt of your letter of the 7th instant, I have the honour to inform you that Babajee Bappoojee, my dufturdar, leaves this evening, and will reach Baroda on Friday.

I have, &c.

Kaira Collector's Office, 8 October 1851. (signed) *J. R. Morgan*, Acting Collector.

No. 1008 of 1851.—Political Department.

From *J. R. Morgan*, Esq., Acting Collector of Kaira, to *W. E. Frere*, Esq., Special Duty, Baroda.

Sir,

With reference to your letter of the 7th instant, I have the honour to inform you that this letter will be presented to you in person by Babajee Bapoojee, dufturdar of Kaira.

I have, &c.

Kaira Collector's Office, 8 October 1851. (signed) *J. R. Morgan*, Acting Collector.

LIST of WITNESSES and DOCUMENTS in support of the Fifth Charge.

DOCUMENTS.

1. An original Memorandum found in the Jemdar Khana of the firm of Hurree Bhugtee, purporting to be a record of payment of 28,070 rupees to Nursoo Punt.

2. Two notes found enclosed in the Memorandum in Nursoo Punt's handwriting, supposed to have reference to the payment of 28,070 rupees.

Witnesses present on the discovery of the Documents.

1. Sooiuzram, Native Agent of the Baroda Residency.
2. Guzanund Abba, brother of Gopalrow Myral Sowcar.
3. Babajee, uncle to Sett Motteelall Samuldass.
4. Trimbuck Shastiee, Moonsiff of the Durbar.
5. Venaik Appa, Carkoon of the Furnaveese.
6. Shambhooram Khooshall, Kutwal of Baroda.
7. Peetambur Sewlall, Moonim Goomastha of the Hurree Bhugtee firm.
8. Wiyjoobhoy, father of Mahaluxmeebaee, first widow of Bechur Samul.
9. Bhanabhoy, father of Jaitabaee, second widow of ditto.
10. Hurrya, Khidmutghur of Bechur Samul.
11. Lulloo Bhugwan, Goomastha of the Hurree Bhugtee firm.
12. Permanund Sewlall - - ditto - - ditto.
13. Bulmookund Samul - - ditto - - ditto - of Joitabaee Settanee.
14. Hurree Lall, Goomastha of Joitabaee, second widow of the late Bechur Samul.

Documents.

1. Extract from the Proceedings of the Committee which examined the Jamdar Khan.

Witnesses examined respecting the Handwriting of the Memorandum and Notes.

1. Bhasker Row Wittul, Sirdar.
2. Bappa Arkatt, officer of the Durbar.
3. Mahadeo Row Narrain, Resident of Baroda.
4. Balajee Purrushram, Goomastha of Gopallrow Myral.
5. Sewrow Bulwunt, officer of the Durbar.
6. Ramchunder Gopall, Resident of Baroda.
7. Baba Deorow, officer of the Durbar.
8. Bheema-Shunker, Shastree.
9. Bulwunt Row Sudashew, Bukshee of the Durbar.

Documents.

9. Depositions of the Persons above enumerated.
1. Statement of Bulwunt Row Nafra, the supposed writer of the Memorandum.

Extracts from the Chopias of Narrain Row Runchore and Samul Bhugtee.

Depositions taken at Kundalla, by *E. J. Faucett*, Esq., Revenue Commissioner.

1. Ramrow Nursew
2. Pandoorung Eurdaledur

} On the 12th May 1851.

Depositions taken in Bombay by George Grant, Esq., Judge of the Sudder Adawlut.

1. Jairam Javeeram Kahur, 20th May 1851.
2. Mahadewrow Ramchunder, 1st June 1851.
3. Wishwashrow Basker Gokle, 4th June 1851.
4. Krishna Brahmin, 21st May 1851.

(signed) *J. Outram*, Resident.

A Statement of Facts, dated 6th April 1851 - - - -
Hurreechund, a Carcoon of the Residency - - - -
Extract from note from Edward Faucett, Esq., dated Khandalla, 12th May - - - - - - - -
Extract from note from Mr. Grant, dated Bombay, 9th June
The Guicowar's Minister, Bhow Saheb - - - -

} Added on the 27th June 1851. Subject to the Commissioner's discretion, before the close of the case.

(signed) *W. E. Frere.*

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

FIFTH CHARGE.

INDEX TO DEPOSITIONS.

WITNESSES' NAMES.	PAGE.	WITNESSES' NAMES.	PAGE.
Wittulrow Kundeerow -	1522	Sewrow Bulwunt - -	1533
Soorujram Gungaram - -	1523. 1525	Bajaba Bappoojee - -	1533
Shumbooram Khoossalbhaee	1524. 1530	Hurreepunt Appajee - -	1533
Nurothum Jugjeevun - -	1524	Babajee Hybutrow - -	1534
Peetambar Sewlall - -	1527	Wittul Khundeerow - -	1535
Hurreea Baeechund - -	1528	Baejee Ghela - - -	1536
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Trimbuck Shastree Munohur	1530	Narayenrow Wamun Nafra	1538
Babajee Premchund - -	1531	Purshotum Appa - -	1538
Baba Dewrow - - -	1532	Bulwuntrow Nafra - -	1539
Baskerow Wittul - -	1532	Wamunrow Venkutesh -	1540
Rama Khant Krishnrow -	1532	Lieutenant Montague Battye	1540
Balajee Purushram - -	1532	Babbajee Bappoojee - -	1542
Mahdwrow Narayen - -	1533		

Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

PROCEEDINGS.

Sunday, 29 June 1851.

RECEIVED, at 5 P.M., a letter from Nursoo Luxmon, requesting the Commissioner to have certain books seized to prevent their being tampered with.

Wrote to the Resident, requesting him to have the books sent for, or, if in his possession, that he would take care they were never looked at, except in his presence.

Received answer from the Resident, promising to have the books secured.

(signed) *W. E. Frere.*

Monday, 30 June 1851.

RECEIVED letter from the Resident, informing me that he had received the books, sealed up, last night, and that he would have them opened to-day and compared in the presence of the Durbar officers and Nursoo Punt; accordingly sent notice to Nursoo Punt, and received his answer, excusing himself from attending. The Commissioner therefore proceeds to record the evidence regarding the books being obtained.

Wittulrow Khundeerow, alias *Bhow Sahib*, is called in, and having taken the affirmation, is examined by the Prosecutor.

Wittulrow Khundeerow.

I heard, the day before yesterday, that Purshotum Runchor and Hurree Bucktee's account books were being tampered with. I then asked Shumbooram, the Kotwal, if he had copies of all the books belonging to Purshotum Runchore, Narayen Runchore, Hurree Bucktee, and Samul Bucktee. He said he had copies of them all, except Purshotum Runchore's. I then told him to go to Colonel Outram, and tell him that there were these reports, and, if he liked, to keep these books in the Residency. He went, and came back with the Resident's desire that the books should be sealed and sent directly. I sent him to the Residency at about eight o'clock. Sumbooram came about half-past 12 o'clock, and told me that Heerachund had come from the Residency, and that I was to examine the books and seal and send them. I then ordered them to be brought, which they did. I then told them to compare them and take copies of all they had not copied before. Sumbooram then, about eight o'clock in the evening, said that he was confused, and that he would examine them next day.

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I then told him to fasten them up in paper, seal them, and give them to the clerk, and come this morning and examine them, which he did, and the goomashta took them away. Soorujram, the native agent, came about eight o'clock or so, and said that the books were wanted. I told him then to go with Shumbooram to the shop, and take whatever books they wanted. Soorujram said in the morning that the Resident wanted the books directly. Sumbooram did not tell me that the carkoon had any copies with him; he merely said that the books were to be taken to Bhow Sahib, and what comparisons I required were to be made, and the books sent to the Residency. I do not recollect what memorandum came to the Durbar when these books were returned before; I do not recollect whether they were to be kept in strict custody. Shumbooram did not tell me that there had been any tampering with the books.

The witness, professing his satisfaction with what has been written down, withdraws.

Soorujram Gungaram is called in, and the affirmation administered to him, and he is examined by the Prosecutor.

I came to the Residency at nine o'clock yesterday morning, and the Resident told me that Shumbooram had been here, and mentioned that Narayen Runchur and others accounts were to be tampered with, and that they ought to be sealed by the Guicowar authorities, and sent to the Residency. I then suggested to the Resident that they might have been tampered with already, and that it would be better to send the copies we had taken to be compared with them, and then have them sealed. I then called a carkoon and told him to go there, and if he found the books had been tampered with, that he should bring them here; if not, that he should have them sealed by the Guicowar authorities and brought here. The Resident then told me to wait in the office till the books came. Heerachund, the carkoon I had sent into the town, returned after 12 o'clock, and said that he found Shumbooram at his meal, and he said he would go to the goomasta's, get the books, take them to the Durbar, and then bring them to the Residency to be compared. I waited until five o'clock, and Shumbooram did not come with the books; and the Resident then told me to go home. About six o'clock a peon came and told me the Resident wanted me. I went there, and he told me, that in consequence of Nursoo Punt's having petitioned the Commissioner, I was to go to Shumbooram and Bhow Sahib and get the books from wherever they were, and bring them, even if it was at midnight, to the Residency, with Shumbooram. I then went, taking the papers and Huruchund and Captain Fulljames's carkoon, Ballajee, who I met, with me, to Bhow Sahib's, and there he and Shumbooram were sitting alone in a room. I then told him that Nursoo Punt suspected villany, and that he should send for the books directly, and asked why he had not sent for them in the morning as Shumbooram had told him. Bhow Sahib said that he had sent for the books to examine them, and that he had three of them there, and that he would send for the rest from Hurree Bhugtee's, and that Trimbuck Shastree had four of them, which he would also send for, and that he had sent two fastened up in paper to Hurree Bhugtee's, and that I should take them also. Shumbooram then excused himself as being ill and fasting, and desired me to take a carkoon, or the whole night would be spent. Bhow Saib gave the same advice, and told me to take the books that were there. I then urged that Shumbooram should accompany me, which he did, and we went with the three account books to Hurree Bucktee's, and sent peons to call the goomashtas. I then compared the books that were there while we sent for those in Trimbuck Shastree's keeping, and when they came we did all of them up in the five bundles now before the Commissioner; we then came with Shumbooram and a goomashta towards the Residency. Shumbooram excused himself from not coming further, but the carkoon came, and we took the cart with the books to the guard, and gave the books into the charge of the officer, with the goomashta to look after them, and I went to the Resident (it was then midnight) and informed him. The books were in a recess in the wall of Bhow Sahib's house, on a shelf. I cannot tell whether they had been put there just before I came in, or when. Bhow Sahib appeared rather surprised, and asked me why I had come; there was a bundle of Shumbooram's there, with inkstand and pen. I did not compare all the

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items, only those of which we had extracts, and they were correct. A memorandum was sent with the books when they were returned to the Guicowar at first, which I will produce to-morrow.

The witness, declaring himself satisfied of the correctness of the above, withdraws.

Shumbooram Koosalbhaee is called in, and the affirmation having been administered, is examined by the Prosecutor.

Shumbooram Koosalbhaee.

The Resident told me yesterday morning to have Purshotum Runchur's books for 1904 sent here sealed, in order that they might be ready for the Commissioner when required; upon that I went to Bhow Sahib, who desired that they should be sent for at once; upon that I sent my carkoon, and about noon Heerachund came from the Residency and told me that the books were to be examined before they were sent; but he did not show me the papers with which they were to be compared. I then told him that when the carkoon brought the books I would take them to Bhow Sahib, and show them to him, and then bring them to the Residency to be compared. About seven o'clock my carkoon returned with the books, and I took them to Bhow Sahib. We then began examining the books, and it became twilight, and Bhow Sahib said that would be sufficient for then, that the Resident would have gone out for an airing, that we should seal up the books and examine them this morning; we then sealed up two of them for 1904, being Purshotum Runchur's, and gave them to the goomashta. We kept three to give to Trimbuck Shastre, and only sealed up those we suspected. Then, before the people could have got home, Soorujram came and said that the books were required immediately, and then Soorujram and I went there, and arrived about the same time as the carkoons, and got possession of the books, which we tied up in five bundles, and I came part of the way with them towards the Residency; the five bundles before the Court contain those books. Narayen Ramchur's shop is carried on by Trimbuck Shastree, and, as he is a Government servant, we kept his three books for Trimbuck Shastree. The duffedar was going with them at the time to the Shastree. They were not on a shelf in the recess; the only books that were suspected were Purshotum Runchore's; I had no copies of his books, I had of the others, so I only suspected these. I was directed to leave the books at the Residency by 11 o'clock. It was about half-past eight the Resident desired me to get the books. (Explains the delay in getting the books by the trouble he had in sending for them.) The books that were sealed up were opened again when Soorujram came. The suspicion against the books arose from their having had the totals added up since the Resident first had them.

The witness, expressing himself satisfied with the above, withdraws.

Bugwan Bowundass and Bhanjee Ghela state, that the books they produce before the Commissioner are in the state they received them from Nurrotum Jugjeevun at noon this day. Bhaeejee further adds, that Purshotum Ramchunder and Samul Bhucktee's books were sealed, and one of Purshotum Runchore's, and two of Narayen's.

Nurrotum Jugjeevun not being in attendance, the bundles containing the books are sealed with the agent's seal, put under custody of the guard, and the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Tuesday, 1 July 1851.

Nurothum Jugjeevun is called in, and having had an affirmation administered to him, is examined.

Nurothum Jugjeevun.

PETAMBER, the moonum, sent me here the night before last with five bundles of account-books; the native agent came with me, and the kotival, part of the way; we brought them to the Residency about midnight, and then the native agent put them into a room, with a carpet over them, and I slept upon them; at noon yesterday I gave the five bundles to Barrya and Bugwanbharr, and I went home. I made the bundles over to them in the same state as I received them.

[The witness admitting the above, withdraws.

The

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The Commissioner having adjourned case No. 2, proceeds to inquire into the five articles of charges exhibited against Nursoo Luxmon.

The prosecutor addresses the Commissioner in explanation of this charge.

The prosecutor then proceeds to exhibit his documentary proof.

An original memo. found in the treasury of the firm of Hurree Bucktee (A.) A note found enclosed in the above (B.) Another note found in the same (C.)

As the prosecutor is desirous to establish the finding the above papers before proceeding further in the case, and as it is too late to enter upon the examination to-day, the inquiry is adjourned until to-morrow.

(signed) *W. E. Frere.*

Wednesday, 2 July 1851.

Resumed Proceedings from Yesterday.

Soorujram Gungaram.

The Prosecutor and Accused are in attendance.

The Prosecutor proceeds to examine his Witnesses.

Soorujram Gungaram is called in, the affirmation administered to him, and he is examined by the Prosecutor.

The three papers now shown me, (A.) (B.) and (C.), were found on the 7th April in this year in Hurree Bucktee's treasury, in Hurree Bucktee's house; Shumbooram was searching the treasury on account of the Guicowar. I was also present; Hurachund was searching on our part. Primamund was also present on Hurree Bhugtee's behalf. The search was commenced on the 26th March, and was continued daily. There were two treasuries, one on the north, and the other on the south. There was no order to search the third large treasury. The one on the north side was searched first; the papers now shown, (A.) (B.) and (C.), were found in the south treasury; it was about the 27th we began to search that one. All the papers that were found in the treasury were put into a box, as it would take time to look at them, and the box was sealed daily with Trimbuck Shastree's seal, and Colonel Outram's private seal, and the room was also sealed upon a string through the lock, as treasuries are sealed, with Trimbuck Shastree and Colonel Outram's seals; the box was kept in the treasury. This was all about the room on the north side. On the evening of 27th we began searching the room on the south side, and saw several bundles and boxes there; and seeing that if we began them, as it was near night, we should not get through it. We saw a small room within the large one, and sealed that up also, as we did the others, and took the key and gave it to Colonel Outram. We gave all the keys to Colonel Outram from the 26th, sealed with Trimbuck Shastree's seal alone. We began searching the small room on the 6th, and the room was untouched from the time we sealed it up on the 27th until that day. The room (closet) was about three cubits long, and the same, or three and a half wide, and was two storys up. There was a small cupboard in it, which we searched on the 5th, and a small box; and there was also a larger box, which we left on the 6th, and sealed up the room as usual. Next day we opened the large box; Sumbooram sat upon the box, and Guzanund Abba was standing in front of it, and I and Trimbuck Shastree were standing about a cubit from the box outside the door; this box opens with two flaps; one was opened, and Shumbooram was sitting on the closed flap, and Hurree Kidmutgur of Hurree Bucktee was taking out the articles from the box, and was putting them together in front of the box. I and Trimbuck Shastree came out, and Shumbooram came with us, leaving Gujanund inside, and we told Hurree Kitmutgar to bring the things out, which he did, and put them before the Commissioner. Hurree stayed with the things he brought out; Gujanund and Hurree then brought some things to show to the Commissioner, and they were returned, when seen, to Gujanund, and a clerk wrote them down. There were four silver pots (lotas) there, one was examined, and that was full of ducats and gold mohurs. Another was then examined, and that had silver articles in it, and the papers before the Court, (A.) (B.) and (C.) rolled up (in the way he shows), were found in it also; the momun Petamber Sewlal then took the papers, which are tied up in a piece of cloth, and opened them, and began reading; his brother, Premanund, was sitting by, and looked over him, and looking at one another, they began laughing; then Shumbooram took the paper, and opening it, began to read it aloud, to the effect that 28,070 rupees had been given to Nursoo Punt about the child, and he showed the two

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notes that were in it to Trimbuck Shastree and Venaik Sudasew; the latter was certain of the handwriting, and the former recognised it as like. They were then shown round to the committee, and put into an envelope and sealed, and another envelope put over that, and that sealed with three seals, and was placed before Shumbooram, and we then went on with other work; and at about six in the evening, Shumbooram said he would take the envelope and show it to the Guicowar, and that we should stay; he returned in about half an hour, and said that Bhow Sahib was not there, and that it must be shown to him; he went then, telling me to wait for him at the gate of the town, and he told the committee to go home, and then Shumbooram returned by the time I got to the gate, and said he had shown it to Bhow Sahib, and that if it was to be shown to Colonel Outram, we should go there, that he would bring it, and Shumbooram kept the envelope, and we came to the Residency, and Shumbooram gave the envelope to the Resident; it was sealed then when given to the Resident as before, with the three seals; the three seals were impressions of the Nyadish (Trimbuck Shastree's) seal, and Colonel Outram kept them, and asked Shumbooram why he had not brought the committee with him, and desired him to bring them next day. I was present with the committee next day, and Colonel Outram gave the envelope to Gugunud Abba, and showed it the committee, who recognised the seals upon it. Colonel Outram then told Gujanund to open the envelope, and these papers were found in it, and Gujanund gave them to Colonel Outram, and I am certain that these are the papers which were found in the lota. The whole of the committee recognised the papers before Colonel Outram, as these which had been found the day before. Colonel Outram obtained an order from Bombay to examine Hurree Bucktee's treasury. The 'Durbar appointed four persons, and I attended on behalf of the Resident, Gopal Row Myral, Moteelal Pauntdas, Trimbuck Shastree and Venaik Sudasew attended on behalf of the Durbar, and Shumbooram was theirclerk. Hurachund was clerk on behalf of the Resident; Baba Nafra, the manager, had been sent to gaol, and the committee was to examine the state of the treasury. We compared these papers, about giving 28,070 rupees, with the books; we compared them with Samul Bucktee's accounts, and Purshotum Runchor's and Narayen Runchor's, and in all found traces of these items. The books of Purshotum Runchor and Naryan Runchor were under attachment by the Durbar; and in the nine books which are also sent to the Residency from these firms, these items were entered. The nine books are constantly sent for to the Residency to compare suspicious items, which were found in Hurree Bucktee's accounts. The accounts have been brought here three times; the first time, they remained about a month; the second time, seven or eight days; the third time, the goomashta brought them, and took them back again with him in the evening. The third time I was to take a copy of something; and the fourth time was the present occasion that they are now here. The books when they were kept here, were put into a chest in the guard-room, which was locked, and the key given to the goomashta, who took it home with him. Hurachund, Shumbooram and I compared the entries in Purshotum and Narayen Runchore's accounts at their shop; the goomashtas were then all present. It was four or five days after we found the papers that we examined the books; extracts had been taken before from these books, on account of about 3¾ lacs of rupees, and this item was entered in that copy. I compared the item with Samul Bucktee's accounts about four days after these papers were found at the shop; I never touched the books, except in the goomashta's presence.

Cross-examination by the Accused.

The key of the room in front was in Hurree Bucktee's shop in guard, and the other keys, with that of the room in which the papers were found, were with Baba Nafra. The locks of the closet were broken by a blacksmith; examination of the closet commenced the day the lock was broken; there was no seal or mark on the lock that was broken; there is a window (about the size of a picture he points out, 18 ins. by 9) in the closet, which lights it when opened; the window is in the wall, about three cubits from the box, and is about four cubits above it; the box is on the right, and the window on the left-hand side; the window is in front of the box; the box is about two, or two and a half cubits long, one and a half cubits high, and about two cubits or less wide; I think it is a padlock, not a lock, that is on the box; it was the lock of the box, not the closet, that was broken by

by the blacksmith; and I think it was the key of the room on the north, and of this box that Baba Nafra had; and in this box the keys of the large treasury were found, according to what the kidmutgar told us; there were some other papers in the box besides these; they were about the articles that were there, some mortgaged, and some bought; it was a lota, that would hold about three seers of water, in which these papers were found. I was first of the committee there that day; the locks were not opened until all had assembled, and examined the seals, and it was so that day. From the first sitting of the committee, Hurree Kidmutgar wore nothing but one cloth and a turban. The examination was continued until the 19th, when it was completed, as well as I can recollect, without interruption, except on holidays. I go sometimes to Baba Fudkee's, and he comes sometimes to me in office and at home; he also comes at times to Colonel Outram and Mr. Hykoop; I only went to Bhow Sahib's house before going to the shop the day the papers were found. I saw before these papers were found, in Baba Nafra's accounts, when the inquiry was going on, the item of 28,070 rupees; I never had any conversation with Baba Fudkee, or any other person about this item before these papers were found. The papers in Govindrow's case I left with Narayen Row after you went to Ahmedabad, and after Narayen left with Bajaba, I have taken Govindrow Guicowar's papers home with me at night on the Resident's order. I brought them back in the morning, and would take them with me again at night; all the work, even after the papers were found, was carried on by the committee; other suspicious papers were found in the treasury, but whether applying to the account of 3 ¾ lacs or not I do not recollect.

[The witness, admitting his statement, withdraws.

Petamber Sewlall is called in, and the affirmation having been administered to him, he is examined by the Prosecutor. Petamber Sewlall.

The papers now shown me, (A.) (B.) (C.), were found in the Ballajee Walla's treasury, in Hurree Bucktee's shop; I was sitting outside. The articles were brought out of the room, and two bundles taken out; and these papers was one of them; they were found in a silver lota, taken out of a box. It was Hurree Kitmutgar took the lota out. I was then entering the articles that were brought out in a list. It was Chyter. It was I first read the papers, and after that gave them to Shumbooram, Guganund Abba, Soorujram, Venaik Appa, Baba Mama, Trimbuck Shastree, Sayjoobhee Bucktee Khandass, Lalloo Bugwan, Balmoo Mundass, Hurreelal, and Pernamemdas, were all present. Shumbooram then gave the papers to Soorujram; all the committee saw the papers, and they put them up in an envelope, and sent them to the Guicowar; and after that I saw them at the Residency next day. The envelope was in the same state in which we put it up when I saw it here. It was Guganund who opened the envelope here; there were these three papers and two other memoranda in the envelope when opened here; and these are the three papers that were found in the lota, I am sure. Venaik Appa recognised the handwriting of the papers, but no one else; Trimbuck Shastree did not recognise them. The committee next day, before the Resident, comparing the handwriting with other papers, recognised it as Nursoo Punt's; I do not read Maratha; Nagurbhaee is my moneem at Ahmedabad, and so is Govindunbhaee. The latter is now here; Nagurbhaee accompanied him to a marriage, and went back; Govindunbhaee remained; they came in Chyter Vud 12th or 13th; Govindunbhaee remained for his pleasure. Hurree Krishna, goomashta of mine at Ahmedabad, is here with Govurdhun. I told Govurdhun to return to Ahmedabad, but he said that Mahaluxmeebhaee and Wujoobhaee desired him to remain. Wujoobhaee said that they had some business; there was no occasion for me to inquire about their private affairs.

(The jury recognised the paper (A.) as being in Bulwunt Row Nafra's handwriting.)

Cross-examined by the Accused.

The treasury was in Baba Nafra's charge before the search; the lock of the room in which these papers were found, and also of another room, was broken; the lock of the box was broken also. Nobody came to my house before the meeting of the committee; the day the papers were found, Guyanund Abba, Trimbuck Shastree, and Soorajram Veyjoobhaee, Hurree Kidmatgar went into

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the room. I was outside when the papers were taken out of the box. Hurree took the things out of the box, and Wujjoobhaee brought them out to me. Shumbooram went in with the others, and then came and sat outside with me. Half of the things had been taken out, and half were in when Shumbooram came out. The rest of the people remained inside till the things were brought out. I have been goomashta, as my father was, of Hurree Bucktee's firm. I do not know whether there are other papers of this kind in the treasury of the firm; one or two others were found. Hurree had his dhotur on, and one on his body, perhaps, and his turban. I could not, while sitting out, see the people inside. Some of the articles had been taken out when Shumbooram came out for paun sooparee. There were four lotas in the box. The papers were found in the second lota. There were some gold and silver ornaments in the first lota; in the second some gold ornaments. The lota would hold two or two and a half seers of water. It was I emptied the lota. Soorujram asked, when I looked at the paper, what it was? I said a paper, and gave it to Shumbooram. I read the figures of the item; that was all I read of it. The closet in which the things were was light. Hurree was never in the closet alone; the first day, when the lock was broken of the room, another box was examined, and next day the lock of this box broken, and it was examined; the papers were tied in a rag. The papers were discovered the last day of the search; after that the papers were examined. Examining the papers was carried on for some days; then the treasuries were examined, and then again the papers were examined. The box in the room in which these papers were found, was examined the second day of searching that room. The lock of the room was broken about noon. We began the catalogue after all the people had come out.

By the *Commissioner.*] The mouths of the lotas were open. I took the articles out with my hands; the papers were on the side of the lota. I took out the jewels, and the papers came out with them. I do not recollect what number of jewels there were in the lota. I held the lota askant, and drew the cloth in it, and everything came out at once. It was the cloth of the jewels that I pulled; the knot of the bundle in which the papers were tied appeared old, not new made. I do not know when Baba last opened this treasury, nor who was present at the time.

[The witness, admitting his statement, withdraws.

Hurreea Baeechund is called in, and having had the affirmation administered to him, is examined by the Prosecutor.

Hurreea Baeechund.

I can write and read. I do not know the papers now shown me. I was present when the Ballajee Walla treasury was searched; it was searched for two days. I recollect the day four lotas were taken out of the box. It was I took them out; it was I opened the box; Guyanund, Trimbuck Shastree, Shumbooram, Wujoobhaee, and I were there. I took the lotas out, and gave them to Wujoobhaee, and Wujoobhaee put them by the door; about four or five cubits from me outside the door; I gave them into his hand, and saw no more of them. I did not see any one put his hands into the box besides me. I had a dhotur and turban on that day. Soorujram had the key of the box, and it was opened. I do not know how he got the key.

Cross-examined by the Accused.

The key was in the treasury box, and the key of that was under guard of the Concun people. The lock of the inner door was opened with a key; the same people were present when the door was opened, as when the box was opened; nobody was sitting on the box, all were standing; I never swept the room out; I never opened it after my master's death; I know nothing of it; I had no dhotur on my shoulders then; the first day we searched the box of clothes, and next day this box of jewels. There was but one box of jewels there; the others are caskets inside; the box was as high as the table (a billiard table), and four feet six long. After this the papers were examined; there were papers in this jewel box; I do not know what the papers were about. The papers were in lotas and bundles. Wujoobhaee brought out all the things taken from the box; there were four silver lotas. There were jewels in them, and some ducats. I did not see whether the jewels in any of them were tied up in cloth; the mouths of all

all were poen; Wujoobhaee took out two at first and two afterwards. The people were standing a cubit and a half from the box; none came nearer than that; all were standing there when the articles were taken out. I gave the articles into Wujoobhaee's hand, so he took them out; he did not put them down.

By the *Commissioner*.] The lotas were all of one size of three or three and a half seers content; I do not recollect their pattern.

[The witness, admitting the above, withdraws.

Wujjoobhaee Wuncheedas is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Wujoobhaee Wuncheedas.

I recollect the day the Ballajee Walla treasury was searched. Hurreea took the articles out of the box that day, and put them down, and then he took them outside. There were four silver lotas taken out, two were empty, and one had gold mohurs and ducats in it, and the other jewels. Hurreea brought the lotas outside; I had my eye on the lotas during the whole time, from when Hurreea took them out of the box until he took them outside. Nobody touched the lotas, except Hurreea, while they were inside. From one of the lotas some jewels and a bundle of papers was taken out. Hurree took the articles out, and put them down before the committee.

Cross-examined by the Accused.

Hurree brought the articles out, and put them before the Commissioner, who made a catalogue of them; but who emptied the articles I do not know. Shumbooram, Surujram, Anund Aba, and Trimbuck Shastree were present; when Hurrea took the things out of the box, they were standing there. I cannot recollect whether the articles were taken out of the lota singly or emptied out at once. The padlock of the inner room was broken by the blacksmith; I do not recollect how the box was opened. The note first came into Petamber's hand, who gave it to Shumbooram, and he to Soorujram. Petamber cannot read Mahrattee; I do not know when this room was last opened since Samuldas' death. I do not recollect what clothes Hurree had on

[The witness admitting the above, withdraws.

Venaik Sudasew is called in, the affirmation administered to him, and examined by the Prosecutor.

Venaik Sudasew.

I was present when the papers now shown me, (A.) (B.) and (C.), were discovered in Hurree Bucktee's shop; they were found in a silver lota. Hurree took all the articles out of a box, and they were placed before the Commissioner, and the Commissioner made a catalogue of them, and Petamberbhaee took these papers out of the lota, and gave them, tied up as they were, to Soorujram; Soorujram opened the bundle, and showed them to the committee, and then it seemed to me that the note (B.) was like Nursoo Punt's handwriting. I did not look at the others; I was one of the committee; we wrote our proceedings daily. I do not recollect what was written in the proceedings; what is written there is true. I did not sign the proceedings. Shumbooram wrote on behalf of the committee, and Heeralal on the part of the Resident; and we heard it read over, and then sealed it at the back, on the joins, but nobody signed the proceedings; my signature is on what we wrote at the Residency; my signature is on the paper now shown me; the paper is our proceedings; we did not sign them every day; only signed it when the work was finished. I heard it read over, and signed it; the whole of that is true. What I have written and signed in the proceedings is true; I am a relation of Nursoo Punt's; his daughter is in my house with my nephew. I do not know whose handwriting the other two papers resemble.

The accused does not wish to examine this witness, as he is a relation, and admitting his statement, withdraws.

Gunputrow Ramchunder, alias *Gurjanund Abba*, having been called in, and the affirmation administered to him,

Gunputrow Ramchunder.

The Prosecutor not requiring his evidence, he is cross-examined by the Accused.

The day the papers (A.) (B.) (C.) were found, Surujram, Trimbuck Shastree, I, and Shumbooram, went into the room; the lock of the box was broken by the blacksmith,

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blacksmith, and we began work immediately. Shumbooram was standing with his foot on the box, Soorujram a little on his side, Trimbuck Shastree and I a little outside the door. Hurree Kidmutgur took the property out of the box, and put it down in front of the box, and then took it out. It was Hurree carried it out. I was standing there the whole time until all was taken out. Soorujram and Shumbooram came out after all the property had been taken out. There were four or five lotas, I do not exactly recollect how many. I do not recollect whether I had my eye on them the whole time I was inside the closet, when the paper was taken out of the lota. Hurrea had a dhotur and turban on; I do not recollect anything else. I did not observe whether the lotas were open or closed. I was looking at Hurrea with the others. It does not appear to me that Hurrea could have put anything into the lotas before taking them out of the box. There were a couple of people there standing; how could he have found the opportunity.

By the *Commissioner.*] Some of the two papers shown me (B.) and (C.), resemble some of Nursoo Punt's handwriting, which was shown me at the Residency; (A.) resembles Bulwuntrow Nafra's handwriting. I never saw Nursoo Punt write.

[The witness, admitting the above, withdraws.

Trimbuck Shastree Munohur is called in, and the affirmation being administered to him, he is examined by the Prosecutor.

Trimbbuck Shastree Munghur.

I was present when the papers now shown me (A.) (B.) and (C.), were taken out of the lota. I do not recollect who took them out. Petamberbhaee opened and read them, and Soorujram asked what they were, and showed them round; but at that time I did not recognize the handwriting. I looked at them and put them by as unseen. Some time after I was shown them with some three or four memoranda here, and recognized the similarity of some letters, but not of (D.) others, but whose handwriting we compared them with I cannot tell. My signature is on the document now shown me; having read this document, I recollect that a paper was shown us, and no name mentioned, which did not correspond with (A.) (B.) and (C.) in handwriting, and others of Nursoo Punt's were shown us, which we compared, and found some of the letters in (B.) resembled Nursoo Punt's handwriting. What I wrote then was written on comparing the papers; what I have just said was from recollection of some days. I have often seen Nursoo Punt write Mahratta, but not so that I can remember it.

Cross-examined by the Accused.

I was in the outside of the door of the room in which the box was from which the lota was taken. Shumbooram, Soorujram, Hurrea, and a blacksmith were inside. Hurrea took the things out of the box; the things were taken out and put in front of the box, and then taken outside. It was Hurrea took them outside. I was looking out for the jewels alone, and did not care for the plate. There was no occasion for me to look at the lotas, so I did not regard them. I do not recollect whether Shumbooram and the others were inside till all the articles were brought out. Petamber was reading the papers.

By the *Commissioner.*] The witness attempts to reconcile his statement now given with that he gave before the Resident on the 8th April (D.).

[The witness, admitting the above, withdraws.

Shumbooram Khoosal is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Shumbooram Khoosal.

I was present when the papers were taken out of the lota. It was Petambor took them out, and was reading them, and he began laughing, and I asked him what they were, and he said about your business; and I took them from him, and I read them in the presence of all. Venaik said that the handwriting on the heading of one was Nursoo Punt's and I handed it to him, and then to Trimbuck Shastree.

Cross-

Cross-examined by the Accused.

I, Soorujram, Trimbuck Shastree, Wigjoobhaee, Gungarmud, and Hurrea went into the closet; all the others were outside. and we six went in. Hurree took the things out, and put them outside the door to be examined. He took them and put them outside; as he took them out of the box, I did not put them in front of the box. I was sitting on a box above the chest, with my feet on it, and we all remained there until the things had all been taken out. The place where the things were put was about seven cubits from the box, or seven guz (cubit and a half). I could see both the box and place where the things were put. Petamber took the papers out with his hand from the lota. These papers were on the top. There were others below, and articles below them. The papers were tied up in a rag.

By the *Commissioner*.] I am a Guzerathee writer, but at the time these papers were discovered, every body said they were like Nursoo Punt's handwriting. We began writing and examining after we all came out, and the papers were found after we had begun examining.

[The witness, admitting the above, withdraws.

Babajee Premchund is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Babajee Premchund.

I do not understand Maratha. I came here the day after Hurree Bucktee's Balajee Walla (treasury) was searched; next day, I was shown some Maratha papers in the Residency. I then objected that I did not understand Maratha writing. After that I signed a paper; all signed it, and so did I. The purport of the paper was, that some of the writing resembled Nursoo Punt's, and some did not. I signed the paper, though I did not know the characters. It is not disgraceful to have done so. I did not even compare the letters; I cannot read the characters, so why should I. I told Soorujram, but I did not mention it to the Resident.

Cross-examined by the Accused.

Petamber took the bundle out of the lota and laughed, and put it upon his thigh, and then Shumbooram took it from him. The lotas were first emptied, and then he took the bundle up. I was outside, and the box in which the lota was, was inside. I cannot tell how far the place where the articles were put was from the box, as I did not look in. There were four lotas. The lotas were not all examined at once; one was taken up and put aside, and then the other. Some of the jewels were tied up, and some loose.

[The witness, admitting the above, withdraws.

The documents recognised by the above witnesses are recorded (D.) and (E.)

The prosecutor does not wish to examine any more witnesses to this point; and the accused not wishing to put any questions to them, they are not called in, and the proceedings adjourned.

(signed) *W. E. Frere.*

Thursday, 3 July 1851.

The Commissioner went this morning with Colonel Outram to see the Ballajee Walla (treasury); and was there met by Kessowrow Nursoo on behalf of his father, the accused; and having seen the place, asked Kessowrow whether he wished to have any of the witnesses who were examined yesterday up again to be examined regarding the place, and he informs the Commissioner that he does not wish to have them recalled.

The Commissioner continues the inquiry into the fifth charge.

The prosecutor and accused are in attendance.

The prosecutor requests to be allowed to recall the witnesses examined yesterday, as he finds discrepancies which he did not observe at the time, between their statements before the Commissioner and the written statement they gave in to him. The Commissioner will take time to consider the request.

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Baba Dewrow is called in, and the affirmation administered to him; and the Prosecutor not requiring to examine him, he is cross-examined by the Accused.

Baba Dewrow.

I do not know your handwriting; I never saw it.

[The witness, admitting the above, withdraws.

Bhasker Row Wittul is called in, and the affirmation administered to him; and he is examined by the Prosecutor.

Bhasker Row Wittul.

I never saw Nursoo Punt write. I have never received any notes from him, except from the Residency. Upon these are written, So-and-so, dufterdar, with his signature; and from looking at these papers (B.) and (C.), I am of opinion that they resemble the handwriting I saw on the memoranda, as being Nursoo Punt, dufterdar. I do not know Bulwuntrow Nafra's handwriting. We have had no correspondence.

Cross-examined by the Accused.

I only see your signature, and the writing of these papers resembles it. There is no signature upon this. I saw your signature only upon the memoranda, but the form of the letters is alike in both. There are five or six letters of your signature in these notes. The other letters I thought were yours, from having memoranda of yours shown me here, and comparing them. I might know, if I saw your handwriting in a memorandum, that it was from you. The characters on the paper now shown me are like those on the Exhibits (B.) and (C.), but they are not the same handwriting. I do not know the names of the characters of handwriting.

Re-examined by the Prosecutor.

I doubt whether the paper the accused showed me is in his handwriting or not.

[The witness, admitting the above, withdraws.

Rama Khant Krishnrow, alias *Bappa Arkut*, is called in, and the affirmation administered to him; and he is examined by the Prosecutor.

Rama Khant Krishnrow.

I do not know Nursoo Punt's handwriting; I was shown it once, but have not seen it again.

[The accused having no questions to put, the witness withdraws.

Balajee Purushram is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Balajee Purushram.

I know Nursoo Punt's handwriting. The papers now shown me, (B.) and (C.), appear like his handwriting. I knew Bulwantrow Nafra's handwriting. The paper (A.) looks like his handwriting, but there is some difference in the writing of some letters.

Cross-examined by the Accused.

I know your handwriting from the signature on the memoranda which comes to my master, Gopalrow Myral, from the Residency, and also from your having taken down in writing my deposition some three or four years ago. Your signature on the memoranda sent to my master will be a line or two. I saw your signature every day, not merely a couple of them. I saw the deposition once; it was four years ago. I do not go every day to Bapa Furkee's. When I was vakeel in the Rewa Caunta business, I used to go there constantly. I was Gopalrow Myral's goomashta in Bombay at the time of Dackjus Dadajee's business; and when I returned to Baroda, Bappoo Hurgurra got me imprisoned. I do not know whether the Guicowar made any objection to my being sent to the Residency when Sir R. Arbuthnot sent for me.

Re-examined by the Prosecutor.

I never go to Baba Furkee's now.

[The witness, admitting the above, withdraws.

Mahadowrow

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Mahadowrow Narayen is called in; and the affirmation having been administered to him, is examined by the Prosecutor.

Mahadowrow Narayen.

I do not know Nursoo Punt's handwriting; I never received a paper from him; nor do I know Bulwuntrow Nafra's.

The accused has no questions to put; and the witness, admitting the above, withdraws.

Sewrow Bulwunt is called in; and the affirmation having been administered to him, he is examined by the Prosecutor.

Sewrow Bulwunt.

I saw some memoranda of Nursoo Punt's in the Residency, and from them know his handwriting; but I never get papers from him; I never see the papers that go from the Residency to the Durbar. I never saw Bulwuntrow Nafra's handwriting excepting on the same day, in the Residency.

The accused having no questions to put, and the witness admitting the above, withdraws.

There are no more of the witnesses named by the prosecutor in attendance, and the Commissioner does not consider that their evidence, unless it partake more of the nature of Balajee Purushram's than of that given by the other witnesses, who only know the handwriting from having once compared the documents before the Commissioner with others shown them as Nursoo Punt's, of much use; but meanwhile the Commissioner is of opinion, that the evidence of carcoons in the office is more likely to be valid towards proving the handwriting, and determines, under sect. 14 of Act XXXVII. of 1850, to examine them; the accused declaring that he does not require an adjournment for three days.

Bajaba Bappoojee is called in, and the affirmation administered to him; and he is examined by the Commissioner.

Bajaba Bappoojee.

I have been 10 years in the office of the Residency. Nursoo Punt was native agent from 1844 to 1850; I was carkoon under him; I know his handwriting well; the papers (B.) and (C.) now shown me are like his handwriting.

Cross-examined by the Accused.

The whole of the two papers appear to me to be like your handwriting. The writing on the paper shown me corresponds with the others, but there is a difference in the pens.

By the *Commissioner.*] I mean that they are written with different pens; the handwriting of both is like Nursoo Punt's, but one is written with a fine, and the other with a coarse pen; but the handwriting is like. Shree is what is usually written at the beginning of a paper. Nur Hurree is the name of the god the writer worships. Nursoo Punt used to write Nur Hurree on his private papers. I do not know any one else who writes Nur Hurree, but all who worship him would.

[The witness, admitting the above, withdraws.

Hurree Punt Appajee is called in; and the affirmation having been administered to him, is examined by the Commissioner.

Hurree Punt Appajee.

I have been seven years in the office here. I came here before Nursoo Punt; I know his handwriting well. I cannot see whose handwriting the papers (B.) and (C.) are in; I have seen handwriting like it; I have seen them in the office, but do not recollect whose handwriting was like these. Having now seen some official papers, and compared them with the memoranda, I am of opinion that the handwriting is like Nursoo Punt Tatia's. I have been employed under Nursoo Punt for five years or so. I did not clearly see the handwriting, so was an hour answering the above question. I have never received a private note, nor a note about public business, from Nursoo Punt.

[The witness, admitting the above, withdraws.

This witness was most reluctant; and when examining the papers, and from his whole manner, showed that from the first he recognised the handwriting.

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Babajee Hybutrow is called in, the affirmation administered, and examined by the Commissioner.

Babajee Hybutrow.

I have been in this office about 2 ½ of a year. I was employed under Nursoo Punt about 18 months. I was generally employed as a carkoon in Bulwuntrow Guicowar's attached villages, and most of my work was Guzerattee; but from the little Murathee I have seen, I should say (B.) and (C.) were like Nursoo Punt's handwriting.

Cross-examined by the Accused.

The whole of (B.) is like Nursoo Punt's handwriting, and the difference in (C.) is only such as you see in the difference of pens.

By the *Commissioner.*] I have never seen any one write Shree Nur Hurree on a paper; I never saw any paper of Nursoo Punt's so headed. I do not know what heading he puts.

[The witness, admitting the above, withdraws.

The rest of the carkoons having been employed since Nursoo Punt left, the Commissioner does not think it necessary to examine them.

The prosecutor gives in a paper of questions, to be put to *Ramrow Nursew*, dufterdar on the establishment of the Revenue Commissioner, Southern Division, and to *Chintoo Krishna Burvea*, Brahmin of Tarrapoor; *Succaram Sewram Kanathur*, mahajun of Palveit, Turf Goagur; *Wishworsrow Basker Gokle*, moonsiff of Ahmednuggur; and *Mahadewrow Ramchunder*, mamlutdar of Kullian. The accused adds questions in cross-examination, all irrelevant; and leading questions having been struck out, the following questions on behalf of the prosecutor are put to *Ramrow Nursew*, dufterdar of the Revenue Commissioner's office, Southern Division.

(B. C.)

1. Do you recognise the handwriting of either of these chits now shown to you; and if so, whose handwriting is it?
2. Are both chits in one and the same handwriting?
3. Did you not upon a former occasion declare, upon oath, that one or both of these chits were in the handwriting of Nursoo Luxmon, commonly called Nursoo Punt?

Questions to *Succaram Sewram Kanatkur*, mahjun of Palveit, Turf Goagur, talooka Anjunwell, zilla Rutnagherry; to *Wishwasrow Bhasker Gokley*, moonsif of Ahmednuggur, caste Brahmin; to *Chintoo Krishna Burvie*, Brahmin; and to *Mahdeorow Ramchunder*, mamlutdar of Kullian.

(B. C.)

1. Do you recognise the handwriting of either of these chits now shown to you; and if so, whose handwriting is it?
2. Are both chits in one and the same handwriting?
3. Did you not, upon a former occasion, declare upon oath, that one or both of these chits were in the handwriting of Nursoo Luxmon, commonly called Nursoo Punt?

Questions in cross-examination of the above witnesses are put by the accused, as follows, to *Ramrow Nursew*:

Should you think the handwriting of these two notes like mine? Then look at any letters or papers of mine on the records of the office, and state whether the style of handwriting of those notes, and the words, and the manner in which the letters are formed, exactly correspond with my writing or not; and whether the handwriting of the notes is like mine, settled or not?

The same question is put to *Madewrow Ramchunder*, the words, "the records of the office," being left out.

To the other three witnesses the following questions, in cross-examination, are put:

1. Do you know my handwriting well?
2. If you had not any other papers of mine at hand, could you satisfactorily recognise my handwriting?

3. Have

3. Have you ever seen me write; and if so, when and where?

4. Have you any letters of mine with you?

5. If you can recognise my handwriting, then see if the style of handwriting of both these notes is like the style I write; and whether the letters of the notes are a settled hand like mine, or not?

The accused requests to be allowed to send questions to be put to witnesses in that part of the country, in his defence; and the same being admitted, he gives in the following list of witnesses, and questions, to be put to them:

To *Moropunt Tatia*, P. S. A.; to *Abba Sahib Dunderee*; to *Bhichojee Rugonath*, Maratha in the Agent's office; to *Dajee Krishn Pundit*, Kolapoor; to *Bulwuntrow Wittul*, mamlutdar of Sownda Khandish.

1. Can you tell in whose handwriting these papers are?

2. If in my handwriting, do you recognise them as such in the same way in which you would any public document you saw of mine, or any letter you might receive from me?

3. Are all the letters in these notes in my style of writing; and if not all, mention what of them are?

4. Does the writing of these notes appear to be settled, like mine, or not?

5. Are there any marks in the writing of these notes by which you can tell that they are written by me; and if so, what are they?

6. Have I ever, in sending you a private note, or have you ever seen it before, when I have written to any one else, that I have headed it with Shree Nur Hurree; and if so, have I written it in the style of these notes, or not?

The prosecutor gives in the following question to be put to them on cross-examination:

Have you ever received any intimation, either oral or written, that it was likely these, or similar questions, would be put to you?

The Commissioner adds the following questions:

1. Have you ever seen Nursoo Punt write?

2. Has he any particular marks in writing by which you should know it from any other person writing the Beolkuree hand; and if so, what are they?

3. If you have received any intimation of these questions, what was the purport of it; if in writing, have you preserved it, and can you show it to me?

And the papers are sent to the Commissioner and clerk of the Court of Requests, and to the Judges of Tanna, Poonah, and Ahmednuggur, with a request that they will return the answers as soon as taken.

Wittul Khundeerow, alias *Bhow Sahib*, is called in; and, having taken the affirmation, is examined by the Prosecutor.

Baba Nafra was asked after he was sent to prison for the keys of the Treasury, and he said if they gave him a release of all demands he would make over the property, but otherwise he could not give up the keys. The only steps the Durbar took to secure the treasury was warning the goomashtas not to open it without orders, until an order came to make over the jewels to the Shettinvee, and then other arrangements were made. We might have received a letter from the Residency, recommending that care should be taken of the property; so we gave it over to Petamberbhaee, and told him he would be held responsible for the property, and that about the large Treasury he would receive orders afterwards. The sealing, &c., of the locks was ordered afterwards, when the search was made. I had no order to see that Baba Nafra, or his people, did not come there and open the Treasury; so, whether he did or not, the goomashtas know. In the list of blank entries in the books of the firm, which were sent to the Durbar to

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inquire into these, was an entry of 80,000 rupees, or thereabouts. The Baba said at last that he had spent the money for the advantage of the firm, and he would not tell why he had spent it, nor ought we to ask him. When taken before the Guicowar, he said he might kill him, but he would never tell. I have seen Nurso Punt's handwriting in the memo. that came to the Durbar; I cannot tell in whose handwriting the papers (B.) and (C.) are, without comparing them with other papers. I have compared them with some papers, and think that the form of handwriting resembles Nursoo Punt's. I do not know Bulwunt Row Nafra's handwriting.

Cross-examined by the Accused.

All the letters in the papers (B.) and (C.) do not correspond with those in the papers I looked at. The letters in the notes are formed apart; those in the memo. cramped. I do not know when the Ballajee Walla (treasury) was last opened, before Baba Nafra went to gaol.

By the *Commissioner.*] There would be no objection to Baba Nafra's attending before you on the part of the Durbar. I do not know what excuses he may make himself.

[The witness, admitting the above, withdraws.

This completing all the evidence the prosecutor has to offer, except regarding the account books, which cannot be entered upon at so late an hour, the inquiry is adjourned until Saturday.

(signed) *W. E. Frere.*

Saturday, 5 July 1851.

The inquiry into charge No. 5 is resumed, pursuant to adjournment.

The prosecutor and accused are in attendance.

The books which were sealed up on Monday last, are brought in, and the seals found uninjured.

The Commissioner continues to record the evidence for the prosecution.

Baeejee Ghela is called in, and the affirmation administered; and he is examined by the Prosecutor.

Baeejee Ghela.

I am Hurree Bucktee's goomashta. Samul Bucktee and Hurree Bucktee's shops are different. I am acquainted with the items in Samul Bucktee's books, which I have myself written. I produce his cash-book for Sumvut 1904, and show an item for 28,070 rupees, on the 8th of Asad Vud. The item was written by Hurreelal Dadjee. The day-book for that year is with me also. I show the item on the 200th folio of the book; the item is entered in the 34th page of the ledger, and I show that item also; the entry in the day-book is by Hurreelal, the ledger is written by Dumadhur. The item is credited, in two items of 23,070 rupees and 5,000 rupees, on folio 195, as received from Abba Mama; Abba Mama is Baba Nafra's brother-in-law; Ruttunjee Khandas is a sowcar.

Cross-examined by the Accused.

The cash-book is copied from a separate paper; I produce the paper. The item of 28,070 rupees, in page 200, is entered, according to the custom of merchants, as cash paid. The items of credit also are entered as cash received; not a mere debit and credit. The cash-keeper will know how the money was received and paid. Samul Runchor, if he received the 23,070 rupees in cash from Narunrow Runchor, must have given him credit for it. It is credited in the folio 22. I do not know when Baba Nafra last opened the Ballajee Walla (treasury). Bechur Samul is the head of the firm; he is dead; his father's name was Samulbhaee, and his father, Hurree Bucktee; there is no separate account of Beechur Samul's. If there is money to be given to any one, it is entered to Bechurbhaee Samul. It was the custom during the Baba's time. It is customary to take the Shet's signature on the day's entries; but in the time of the confusion, some were signed, and some not. I cannot tell, without looking at the papers, until when they continued to sign. The confusion was about the child. The item of *Rs.* 3,793. 0. 6., which appears more in the sheet than in the book,

is

is accounted for by the item being entered as carried to the head of the account, of which separate accounts are kept.

By the *Commissioner*.] I mean by money being given to people, and entered to Bechur Samul, that it was money to be paid to any one about the child; but what do I know about it? does Baba tell me? not money in dealings, those are entered in their account. The entry of sums taken for the family expenses is to the account of expenses. It was in the year 4, that the business of the child was going on, and these entries were made.

[The witness, admitting the above, withdraws.

Hurrelal Dajee is called in; and the affirmation having been administered to him, is examined by the Prosecutor.

Hurrelal Dajee.

The page 200 of the ledger is in my handwriting. I have written the item of 28,070 rupees in it, according to the paper (I.) The paper is in Jumnadas's handwriting. Jumnadas is in Baroda.

Cross-examined by the Accused.

The cash-book is in my handwriting; that is, written from the page (I.) I cannot explain why the item of 28,070 rupees, which on the sheet is written in the middle, should be written at the end of the day's work in the cash-book. The totals have not been made of the day's work for four or five years. The paper is not signed; the Baba's son signs it. During the Shet's time he signed it; after him the Baba's son. He perhaps had not time to sign this one. If I saw the papers for five,* I should be able to say whether they were signed. The items for 28,070 rupees is a cash entry of receipt and payment; not a mere debit and credit. It was the cashier paid the money. I am not payer of money. I wrote the item as ordered.

By the *Commissioner*.] Jumnadas, the writer of the paper, is cashier.

[The witness, admitting the above, withdraws.

It is represented to the Commissioner that the goomashtas of the firm of Naranrow and Purshotum Runchor have fled the country, but that their books, in corroboration of the items in Samul Bucktee's books, having been under sequestration by the Durbar, are present; and that Narronrow and Pursotum Runchour themselves are in Baroda. The prosecutor wishes to call them; and the Commissioner, being of opinion that it would be preferable to have their evidence, and also that Jumnadass, the cashier, should be examined, and the accused not requiring an adjournment of three days, the Resident is requested to obtain their attendance.

Jumnadass Dhamodhur is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Jumnadass Dhamodhur.

The paper shown me is in my handwriting; the item might have been paid by the Baba. My father was cashier; my father is alive; he was acting for the cashier in 1904. I made this entry at Baba's orders; the paper was all written in one day; Asad Vut 8th. It is the custom of shroffs to write an item of the 8th, and add "that 9th." There is no signature on the paper; it is customary to sign it, but something remained to be added that day, so this was not signed. I do not know whether all the others are signed or not. (I.)

The accused has no questions to put, and the witness, admitting the above, withdraws.

Damodhur Doolubram is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Damodhur Doolubram.

I am a goomashta of Hurree Bucktee's; have been so for three generations. The cashier of the firm in 1904 went elsewhere, and gave the keys to my son Jumnadas. It was in Asud. I did the work, but did it through my son, to teach him. The Baba told me to debit the money to Samul Bucktee, and to credit 5,000 rupees to Ruttonjee Khandass, and the balance to Narayen Runchor, but I know nothing of any money having been paid. Ruttonjee Khandass was a sowcar, and gave his affairs to us to settle; and Baba took 5,000 rupees of ducats, and gave him credit for them.

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Cross-examined by the Accused.

The Baba knows what the 78,000 rupees note is about; I do not. There is no account in Samul Bucktee's of Purshotum Runchor, at that time.

By the *Commissioner.*] Baba took the ducats, and gave them to whoever he pleased. There is an account of Bechur Samul's with the firm. In that the items, to be given to any one, are written; the items are bribes. I do not know to whom the money was paid, nor why it was paid. I never saw the note for 78,000 rupees therein referred to. I know Bulwunt Row Nafra; he is Baba's brother. I never saw his handwriting. He never wrote in the shop, and I know nothing about it.

[The witness, admitting the above, withdraws.

Narayenrow Wamun Nafra is called in, the affirmation administered to him, and he is examined by the Prosecutor.

Narayenrow Wamun Nafra.

The shop is called by my name, but my father carried on all the business; all the business was conducted as my father ordered. There were three goomashtas; Gokul Runchore and Nutto Gokul is dead. After we got into difficulties, Runchor and Nutto absented themselves, but whether they are here, or where they are gone, I do not know. I am not well acquainted with the business of the shop; my father conducted all the business; the shop is now under attachment. I have sometimes signed the daily cash paper of my father's firm; the books shown me are mine; I know them from being in Gokul's handwriting. I know nothing of the item of *Rs.* 24,048. 11. 6.; my father does. I have heard my father say, that the shop of Narunrow Runchor was founded with 50,000 rupees from the Guicowar, and a like sum from Bechur Samul, who was then alive. I know my uncle Bulwuntrao's handwriting; with the exception of two of the papers now shown me, none of them are in my uncle's handwriting.

The accused has no questions to put; and the witness, admitting the above, withdraws.

Purshotum Appa having been called in, and the affirmation administered to him, is examined by the Prosecutor.

Purshotum Appa.

I am of Pursotum Runchore's firm. I do not know anything of the business. All I know is that the firm had my name; but who carried on the business, or anything about it, I know not. Bulwuntrow Nafra is my uncle; I might know his handwriting slightly, but am not well acquainted with it. There is only one of the papers that I have had shown me, that I can recognise as being in his handwriting.

The accused has no question to put; and the witness, admitting the above, withdraws.

The books of the above firm, as they cannot be proved by the goomashtas, are put in for what they are worth, and extracts from Samul Bucktee's books taken and recorded (F.)

Extracts from the books of Naram Row and Purshotum Runchor are taken and recorded (G.) and (H.)

The daily cash account is also recorded (I.), and the inquiry is adjourned to Monday next, the 7th instant.

(signed) *W. E. Frere.*

Monday, 7 July 1851.

The inquiry is continued to-day, pursuant to the adjournment of Saturday.

The prosecutor and accused are in attendance.

The Commissioner continues to record the evidence exhibited by the prosecutor.

Damodhur

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Damodhur Dgolubram is re-called, the affirmation again administered to him, and he is examined by the Commissioner.

Damodhur Doolubram.

The items of 28,070 rupees, both debit and credit, I entered, as I said, the day before yesterday, upon Baba Nafra's dictation. The item of 800 rupees on the credit side of (I.) is the price of some jewels received from Ruttonjee Khandass' firm, but does not belong to the 28,070 rupees items. I wrote it between the items of 28,070 rupees and 5,000 rupees, because it came between them. By "came between them," I mean that the money was paid in between them; he received the item of the ducats after the 500 rupees was received. The Baba took the ducats; it was not merely written. I do not know what he did with the ducats afterwards; he might have taken them home, but I saw him take the ducats.

Cross-examined by the Accused.

The item for 500 rupees was a cash transaction, not a mere debit and credit.

The prosecutor does not wish to put any questions, and the witness, admitting the above, withdraws.

The prosecutor informs the Commissioner that he has not been able to procure any witnesses who are acquainted with Bulwuntrow Nafra's handwriting, but offers to produce those who have recognised the document (A.), on comparison with other papers of Bulwuntrow's writing, as being like his handwriting.

The Commissioner being of opinion that the evidence of Bulwuntrow Nafra, as well as these witnesses, would be desirable, requests the prosecutor, as the accused does not require further delay, to have them in attendance to-morrow morning, and the inquiry is adjourned.

(signed) *W. E. Frere.*

Tuesday, 8 July 1851.

The inquiry is resumed, pursuant to the adjournment of yesterday.

The prosecutor and accused are in attendance.

The Commissioner proceeds to examine *Bulwuntrao Nafra*, who is called in, the affirmation administered to him, and he is examined.

Bulwuntrao Nafra.

I can read and write; not Guzerathee, but Marathee. I am not a good writer. I do not write much. It is now 10 years since I have written. My hand is palsied. Exhibit (A.) is in my handwriting. I wrote it in the residency, but I am not quite certain about it. Upon looking further into it, I see it is not my handwriting; there is some difference in it.

Cross-examined by the Accused.

I never did any work in Hurree Bugtee's shop. I admitted that the paper was in my handwriting, but there are two or three letters different in it. I am not a penman. I did not put that paper into the shop. I do not know anything about the shop. Did I write it? I never wrote a paper to this purport before, nor did I give it to any one. My handwriting is not to be found in Baba Nafra's house, except notes that I might have written when abroad.

By the *Prosecutor*.] If I wrote the paper here, I might have seen it, otherwise I know nothing about it.

[The witness, admitting the above, withdraws.

The prosecutor stating that he does not require other witnesses to be examined in this case, it is adjourned, pending the receipt of the answers to the questions sent on the 5th instant.

(signed) *W. E. Frere.*

Saturday, 26 July 1851.

Baba Nafra having been called as a witness in the Fourth Case, and the Commissioner being of opinion that his evidence is required upon one point, at least in this case, determines to examine him, and the accused not requiring three days' notice, he is examined.

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Wamunrow Venkutesh.

Wamunrow Venkutesh, alias *Baba Nafra*, is called in; and having had the affirmation administered to him, he is examined by the Commissioner.

I am now in gaol. It is eight months since I have bathed. I was confined in my house for two months. I was in the adawlut, in custody two more, and have now been in gaol for eight months. There is no treasury in Hurree Bucktee's house, called the Ballajee Walla. The treasury on the right-hand as you come into the court up-stairs, is one in which they kept the jewels in use, and medicines, and was daily opened. There is a closet in that room, but it has no name. In that closet nothing was kept but jewels. There was a Cocanii sepoy, a Jemadar or his sepoy, a Purdasee, and either Hurrea or Keeta, the treasurers; they went in, and I sat outside. Hurrea or Keeta brought what was required, and the goomashta weighed it, and it was taken for its purpose. The closet was not open for six months or a year before I was in custody. I had the keys from the Shet, and when the closet was to be opened, I gave them to the sepoy and never went into the room myself.

The witness, admitting the above, withdraws, and this case is adjourned until the receipt of the answers to the Commissioners sent to Bombay and elsewhere.

(signed) *W. E. Frere.*

Friday, 5 September 1851.

Resumed this case from the adjournment of the 26th July last.

The prosecutor and accused are in attendance.

Read and recorded answers received to the questions sent to the witnesses in Bombay, Tanna and Poonah; the answers from Chinto Kristna Burve, (J.)

Succaram Sewram is reported by the Commissioner of the Court of Requests not to be found in Bombay.

The answers of Mahadew Row Ramchunder, taken before the judge of Tanna, (K.)

The answers of Ramrow Nursew, taken before the judge of Poonah, (L.)

The prosecutor requests to be allowed to produce further evidence in this case; viz., the document (B.) 27, filed in the first case, to show that ten days before the payment of the bribe of 28,000 rupees, Nursoo Punt had done his best to forward the interests of Baba Nafra, and thus that he had done his best to earn the money, for which he had twice importuned before payment, and to examine Lieutenant Battye, in order to show that his signature on the petition had been surreptitiously obtained.

The Commissioner being of opinion that Mr. Battye's evidence on this point is important, determines to call him, and the accused not requiring an adjournment for three days.

Lieutenant *Montague Battye* is called in, and having been duly sworn, is examined by the Prosecutor.

Lieutenant M. Battye.

The initials on (B.) 27, now shown me, are mine. I have heard the paper read over to me, and think that it is a memorandum to which my initials have been surreptitiously obtained, as I am confident it is not an order that I could ever have had read over to me before signing it. It must have been put up for signature with several other papers; I never could have called myself Resident, as therein mentioned. I do not think I was aware, on the 9th October 1848, that Lardbhaee had given her deposition. I should not have taken upon myself to give any such order as that Joitabhaee would, in a few days, be ordered home. Narayenrow used to take down in writing my orders upon memoranda, when of a length like this one, and read it over, and make corrections, and then take it to the office to be written out fair. Of course, many cases occurred in which I merely gave a verbal order, and he brought me the fair copy prepared at once. I should say such an order as this could not have been written by Narayenrow without his consulting Nursoopunt.

Cross-examined by the Accused.

I cannot say that I recollect the circumstance of this memorandum coming from the Durbar; the date of receipt is on it in my handwriting, and from that I infer its receipt. Bhanabhaee and the vakeel have often been up before me, but

but I do not recollect whether I had them up in October 1848 or not. I do not recollect what was the order I gave upon this memorandum; I might have mentioned the subject of this case in my private letters to Colonel Outram, when he was in Bombay, but I do not recollect what I said, or what answer I might have received.

By the *Commissioner*.] The fair copies of orders are always taken to the office to be written. I very often, when officiating as Resident, consult the native agent before giving orders, but not always. Nursoopunt was head of the office, and as all papers were taken and read to him before being brought to me, I should say Narayenrow could not have written this order without Nursoopunt's being aware of it. The papers are brought to me in the morning, and orders given, and they are taken to the office, and the orders written on them, and then they are all brought at once in the evening for signature; and it is customary for us to look on the native agent as responsible for all the endorsements that come out of the office, and from that I conclude Nursoopunt must have seen this order. Nursoopunt would naturally have put me right if he found any order of mine that required correction, but I do not recollect any instance of his having done so.

[The witness, admitting the above, withdraws.

The above document is recorded, (M.)

The prosecutor further wishes to record the evidence in the First Charge as an exhibit in this to prove that Nursoopunt did his best, after Captain French's arrival, to promote the interests of Baba Nafra, and thus to render service for what he had received, and earn the balance.

The Commissioner is of opinion that it is unnecessary to record that evidence; the proceedings having been held before him, the opinion he forms on that case can be fairly allowed weight in this.

The prosecutor also wishes to record the evidence in the Sixth Charge in this, to prove that Nursoopunt did give advice to Baba Nafra regarding the case of Joitabhaee, and recommend him to have recourse to bribery in Bombay, with a view to the promotion of his interest in that as in other cases.

For the same reason as above stated, the Commissioner does not think it necessary to record this evidence.

The prosecutor further wishes to record Jayrow Hybutrow's evidence in case No. 7, to prove that Nursoopunt did actually boast that through his influence Baba Nafra's persecutions of Joitabhaee had been successful.

As Jeyrow's evidence is not distinctly against Nursoopunt, regarding Joitabhaee; but generally regarding Baba Nafra, the Commissioner does not think the document necessary, and therefore does not record it.

The prosecutor informs the Commissioner that it is not necessary to keep the case open for the evidence of Wiswasrow Basker from Ahmednuggur, and the case for the prosecution is here closed; and the accused asking for an adjournment till Thursday, the 11th instant, to prepare his defence, the same is complied with, and the inquiry adjourned.

(signed) *W. E. Frere.*

Baroda, 11 September 1851.

Resumed this case from the adjournment of the 5th instant.

The prosecutor and accused are in attendance.

The accused reads his defence, which is recorded, (N.)

The accused wishes to record copy of Naraynrow's deposition given in the First Case, which is done accordingly, (O.)

Also extracts from Captain French's deposition in the same case, being answers 1, 2, and 52, to the questions put to him by the prosecutor, (P.)

Extract from Samul Bucktee's books for Sumvut 1901, being Bechur Samul's account with the firm, which is recorded, (Q.)

Any memoranda of a similar nature to the one filed in this case (A.), which the prosecutor might have found while examining Bechur Samul's treasury or papers.

The prosecutor objecting to produce these papers, and the Commissioner being of opinion that the existence or non-existence of such documents can in no way affect the accused, they are not called for.

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Copy of the decision of the punchayet, awarding a punishment to Munsook, Lulloo Bugwan's son, for forging papers, forming part of Exhibit (C.), filed in the First Case, (R.)

The Gomashta and Baba Nafra's answers to the prosecutor regarding the money said to have been embezzled from the firm.

The prosecutor consenting to produce this paper, it is handed over to the accused, and he, after perusal, informing the Commissioner that it does not contain anything of use to him in this charge, it is not recorded.

The deposition of Bickajee Rugonath Maratha, taken on commission by the Judge of Poona, is read and recorded, (S.)

The deposition of Moropunt, Principal Sudder Ameen of Poonah, taken also before the Judge of Poonah, is read and recorded, (T.)

The accused wishing to have Baboojee Bappoojee, acting dufterdar of Kaira, examined, as to the resemblance (B.) and (C.) bear to his handwriting, his attendance will be of no use until those documents are returned, and the case is therefore adjourned until the answers are received from Kolapoor, Ahmednuggur and Khandesh, when the collector of Kaira will be written to, requesting him to send the dufturdar as a witness, and on his arrival the case will be resumed.

(signed) *W. E. Frere.*

Friday, 10 October 1851.

Resumed this case from the 11th September.

The prosecutor and accused are in attendance.

Babajee Bappojee is called in; and the affirmation having been administered to him, he is examined by the Accused.

I cannot tell in whose handwriting the notes (B.) and (C.) are; they are like a child's handwriting. I know your handwriting. I have lived with Nursoo Punt for seven years, and his handwriting is fixed; this is like a child's. The Patel of Naygaomat, Nasseeck, while I was mamlutdar there, once made my signature. I do not recollect anyone forging a paper about me. I never saw Adyapa written by you, as it is in the paper (C.)

Examined by the Prosecutor.

I never was under Nursoo Punt; I was employed with him in the Revenue Commissioner's Office; I was under Mr. Frere. I have been mamlutdar since the 1st October 1840. I have seen Nursoo Punt write private notes in office; sometimes he writes the names of his god, and sometimes he does not.

By the *Commissioner.*] There are some letters in these papers like Nursoopunt's handwriting, but most of them are like a child's. In one of the notes there are seven, and in the other nine letters which bear some resemblance to Nursoopunt's handwriting. Nursoopunt's handwriting is not Bewulkerie, but something like it. Nursoopunt rounds the tops of his letters, and the vowel mark above the line is small in Nursoopunt's. The word "sharowich" is not mis-spelt, in my opinion; "utwa," also shown me, is not mis-spelt; there are two ways of spelling it; nor is "purna" mis-spelt. Some people write in that way; some people write "adyapee" as it is in the note. The word "keutreem" is mis-spelt; there are two mistakes in it; the "k" is wrong, and there is a vowel wanting.

[The witness, admitting the above, withdraws.

The answers received from the Political Agent at Kolapore to the questions put by the accused to Jadjee Krishna Pundit are read and recorded, (U.)

The answers received from the Acting Judge of Dhoolia to the questions put by the accused to Bulwuntrow Wittul are read and recorded, (V.)

The accused requesting that the explanation of the firm upon the item of 1,300 rupees might be recorded, his request is complied with, and the Resident producing the document, extract is filed, (W.)

The defence is therefore here closed, and the prosecutor stating that he will be ready with his reply to-morrow, proceedings are adjourned till that day.

(signed) *W. E. Frere.*

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Saturday, 11 October 1851.

The Commissioner resumes proceedings from the adjournment of yesterday.

The prosecutor and accused are in attendance.

The prosecutor addresses the Commissioner in reply to the defence.

The prosecutor then proffers memorandum from the Durbar, dated 23d January 1851, forwarding statements by Baba Nafra, and from the Hurrea Bucktee firm, to prove that the items of 23,070 and 5,000 rupees, composing the amount of this bribe, had been admitted to have been expended on secret service by Baba Nafra himself, upwards of three months before the finding of the memorandum and notes in the treasury, which Baba Nafra has declared was not opened for upwards of a year before his imprisonment.

As the accused has produced no evidence to prove that this item was not expended on secret service, this evidence cannot be recorded.

The prosecutor having no further evidence to offer, the proceedings of the Commissioner are closed.

(signed) *W. E. Frere.*

Finding, *Fifth Charge.*

The Fifth Charge against Nursoopunt is, "That he, on or about the 19th or 20th October 1848, received from Baba Nafra, as a bribe, the sum of 28,070 rupees, being in part payment of a sum of 78,070 rupees, to be paid by Baba Nafra, for the exercise of his influence in Baba Nafra's favour in the inquiry respecting the alleged abduction of the child of Joitabhaee Settanee."

The evidence in this case is of much the same nature as that produced in the last.

It appears that Baba Nafra having been sent to gaol, Colonel Outram obtained from Government an order to examine the treasury of the firm of Hurree Bhugtee, of which Baba Nafra was the moonim gomashta, and for this purpose Gopalrow Myral, Moteelal, Trimbuck Shastree, and Venaik Sudasew, attended on behalf of the Durbar; Soorujram, the Native Agent, attended on the Resident's behalf; while Sumbooram and Heerachund acted as secretaries to the committee (page 1526). The Committee had almost completed their labours, and were examining a room which some of the witnesses call the Bollajee Walla Treasury, though others do not know it by that name; but at any rate it is the room on the south side of the inner court of the house, and there in a large box, which was examined on the 7th April last (Exhibit E.), was found, amongst other things, a silver lota, out of which the memorandum, and two notes, copied in the margin,* (A.), (B.) and (C.), were taken, tied up in a bundle; and upon this evidence, and the alleged fact that Nursoopunt did, on the 9th October 1848, surreptitiously procure Lieutenant Battye the Assistant Resident's initials to a memorandum (M.) unfavourable to Joitabhaee, the present charge is founded.

In his defence, Nursoopunt urges that as he had sent in his application for a pension, it was not worth any one's while to bribe him; that the notes (B.) and (C.) are not in his handwriting; that the payment of money is not proved; and the books show that the item is merely a debit and credit, and that the case has been got up either by Baba Nafra, to conceal his own villany, or by Nursoopunt's enemies, to injure him.

In

* *See* below.

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* (A.) Memorandum of expenditure during the month of Ashwan Sumvut 1904, date Vud 8th. That on Vud 9th, paid Nursoopunt Tatea, in part of a note for 78,070 rupees, on account of the dispute about the boy.——*Rs.* 28,070.

5,000————23,070.

(B.) Sherie Nur Hurree (invocation of deity).

My request is, you have not yet sent the sum here, according to your promise. This is not proper of you; this is my petition.

(C.) Shree Nur Hurree.

This is my request. Up to the present time the whole sum has not come; this is not becoming your dignity; this is my petition.

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In trying this case, then, the points to be considered will be, first, the finding of the memorandum and notes; next, in whose handwriting they are; thirdly, whether the entries in the accounts support the memorandum, and whether it is a cash payment, or mere debit and credit; and lastly, the sufficiency of the alleged motive, and general credibility of the case.

And, first, as to finding the documents.

To this point we have the evidence, as Nursoopunt states in his defence (N., para. 6, clause 3d) of nine witnesses, who depose to the memorandum and two notes being found by the committee. tied up in a bundle, which had been taken out of a silver lota, found on examining the contents of a box in a closet in the southern treasury; but he takes exceptions to the evidence, because Hurrea and Peetamber depose to the former having taken the things out of the box, and handed them to Wujjoobhaee, who took them outside, while Wujjoobhaee declares that Hurreea took the things out of the box, and put them down near it, and then Hurreea himself took them outside to where the committee was sitting; and that this account is supported by Trimbuck Shastree, Soorujram, and Guzamund Abba; while Shumbooram deposes to Hurreea having taken the articles out of the box, and carried them outside, without ever putting them down. From these discrepancies, as he calls them in the evidence, Nursoopunt argues that the witnesses are not competent to declare that, in the confusion which took place, somebody did not put the bundle into the lota.

The documents (D.) and (E.) (proceedings of the committee who examined the treasury, and which the want of integrity or defective memory of the witnesses obliged the prosecutor to record) do not show that much attention was at the time directed to the manner in which the articles were brought out, though their attention afterwards appears to have been fully engrossed in ascertaining in whose handwriting the documents were. As neither the prosecutor nor the accused had ever visited the scene until the Commissioner, for his own satisfaction, went there, and from this fact, as well as the witnesses deposing to that which probably had not before very much engaged their attention, the impossibility or the likelihood of the papers having been inserted by any of the committee, is perhaps less distinctly drawn out than it might have been.

The room, as far as the Commissioner could judge, would be about 20 paces long and six wide, with a door close to the bottom of the room in the side wall. On entering the room there is a closet door; on the left hand, at the other end of the room, at right angles with the entrance door, and in this closet the chest is kept, while the committee were, as explained to the Commissioner, sitting outside the room door, and the articles were taken from the closet and put down before the committee, in the doorway. This would have entailed several journeys on the man employed, and the Commissioner is inclined to think that Hurreea (page 1528), who took the things out of the box, and Petamber (page 1527), to whom they were taken, are more likely to give the true account than either Shumbooram (page 1530), who was looking on, and might have been good evidence, or Wujjoobhaee (page 1529), though he was an actor in it, but is, as Nursoopunt observes (N. para. 6, clause 3d), an old man, and not likely to have his attention fixed, and is still less likely, the Commissioner thinks, to have a clear recollection of what occurred some months ago. Trimbuck Shastree (page 1530) admits that his attention was not much upon the matter; but he throughout shows a great leaning towards the accused. Soorujram's evidence (page 1525) would bear either construction, that Hurreea took the things himself, or merely received the order to take them; but Shumbooram (page 1531) and Gunputrao (page 1530) certainly show that Hurreea alone carried the articles out. However, as has been remarked above, the point does not appear to have attracted attention before, and we must not be surprised if the evidence is not very exact, and must therefore the more carefully consider Nursoopunt's suggestion, that in the confusion the papers might have been introduced into the lota by his enemies. He, however, does not even throw out a suspicion as to who this enemy might be, and as Venaik Appa, his relation, whom he could not cross-examine on that account, was then present, he must have known if there was any possibility, or even probability, of any person then present having inserted the papers with a view to Nursoopunt's injury; and even though he might not have had courage at the time to denounce the wrongdoer, and condemn the deed, still he would have been able to have given Nursoopunt some clue to it, so that on his defence,

or

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or in cross-examination, he might have elicited grounds for suspicion. The Commissioner looks upon Venak Appa's presence as being a safeguard for Nursoopunt against all treachery in inserting the papers into the lota during the examination, and the loss of the keys, whereby both the closet and the box were obliged to be broken open, and Baba Nafra being at the time in gaol, preclude, in the Commissioner's opinion, the idea that the papers had, on a previous occasion been surreptitiously introduced; and he therefore arrives at the opinion that these notes were found in a lota in Hurree Bhugtee's treasury, when examined by the committee, and that there is no reason to believe that they were placed there otherwise than in good faith by some responsible person of the firm. The object in placing them there will be considered when we come to the third point of inquiry.

The second point for consideration is in whose handwriting these notes are.

The prosecutor, as in the last case, alleges that (A.), the memorandum of the firm, is in Bulwuntrow Nafra's handwriting; and to prove it, the witnesses, Gunputrow Ramchunder (page 1530) and Ballajee Purushram (page 1532) have been examined, and both of them declare that the handwriting resembles Bulwuntrow's. The Commissioner, however, thought it advisable to examine Bulwuntrow Nafra himself, and he acknowledged the paper at once (page 1539) to be in his handwriting; but finding that it was not one of those he had written at the Residency, he pretended to discover some difference between it and his own handwriting. And upon this Nursoopunt has objected (N. para. 7, clause 1) that the same person who forged the memorandum said to be in Bulwuntrow's handwriting, in the 4th Case, has improved his imitation in this instance, and has produced a writing so much resembling Bulwuntrow's own hand, that he himself cannot give a positive answer about it. But the Commissioner cannot see any grounds for believing this paper to be a forgery, and thinks it placed beyond doubt that the note (A.) is in the Bulwuntrow Nafra's handwriting.

Much more evidence has been taken to prove the other two notes (B.) and (C.) to be, as the prosecutor contends they are, in Nursoopunt's hand.

The prosecutor called some witnesses, who declared they were not acquainted with Nursoopunt's handwriting; but the others who were acquainted with it, whether examined before the Commissioner or upon questions sent to other zillas, may be divided into two classes; those who had seen Nursoopunt write, and those who only knew his handwriting by repute, arising from seeing his signature, and papers from him.

Of the latter there were four, Gunputrow, Ramchunder, Baskerow Wittul, and Wittul Kunderow, examined before the Commissioner, and Chinto Kristn, whose evidence was taken before the Court of Requests in Bombay, (J.) Gunputrow (page 1530) only knows that some letters in these notes correspond with those in papers shown him as being in Nursoopunt's handwriting. Baskerow (page 1532) recognises them as resembling the handwriting of Nursoopunt's signatures to memoranda he has received from him; and Wittul Kunderow (page 1535), after comparing them with other papers, arrives at the same conclusion; while Chintoo Kristn (J.) having seen letters from Nursoopunt to his father, and orders, when Nursoopunt was the Revenue Commissioner's dufterdar, thinks (B.) exactly like Nursoopunt's handwriting, and that (C.) is very similar to it. Nursoopunt comments on the evidence of only two of these (N, para. 7th, clause 2d and 3d), Baskerow Wittul and Chintoo Kristn contending that the former has not grounds sufficient upon which to form an opinion, and the latter, whom he could not remember at the time (though his surname, Burve, was mentioned) could not have seen his writing for the last 12 years, and therefore his giving an opinion on it was absurd. Evidence in this country, when founded on a mere comparison of writing, even when the document with which the comparison is made is proved, is, as seen in the last case, of so little use that the Commissioner will throw these four witnesses' evidence entirely out of consideration, and confine his attention to those who know Nursoopunt's handwriting, from having seen him write.

Of these Trimbuck Shastree and Balajee Purushram, produced by the prosecutor, were examined before the Commissioner, and Mahadewrow Ramchunder and Ramrow Nursew were examined before the judges of Tanna and Poonah respectively; and the Commissioner, preferring evidence taken in his presence, and being of opinion that the carcoons in the office must be able to

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recognise the native agent's handwriting, examined Bajaba, Hurreepunt, and Babajee, the only three carkoons who were in employ during the time Nursoopunt held the office. Of these witnesses, Trimbuck Shastree (page 1530) and Hurreepunt (page 1533) would alone have satisfied the Commissioner that the papers (B.) and (C.) bear a strong resemblance to Nursoopunt's handwriting; a resemblance so strong that even these very reluctant witnesses were fain to admit it. Balajee's evidence (page 1532) was very straightforward and convincing, and Bajaba (page 1533) and Babajee's (page 1534) was clear and distinct enough, and unshaken on cross-examination, tending in a great measure to corroborate the idea that (B.) is more like Nursoopunt's ordinary hand than (C.). Mahdowrow Ramchunder (K.) thinks that the notes are either in Nursoopunt's or one of his son's handwriting, as they write much alike; while Ramrow (L.) is forced to admit that they resemble Nursoopunt's, though not so strongly as he thought when asked about them on a previous occasion.

This man and Babajee Premchund's evidence exemplify very strongly the difficulties a prosecutor has to contend with in this country, and which only he who has been placed in that invidious position can fully appreciate. Here are two men, the latter of whom certainly (E.), and the former very probably, gave decided opinions upon a subject; but when they come to be further questioned upon it, it appears that the one declares he answered loosely, and the other unblushingly affirms that he joined with others in giving an opinion about handwriting, though he did not know the character in which the writing was; thus, if a prosecutor takes a man's mere assertion, he may find the answer he got was given at random, or upon a subject the deponent knows nothing about, while if, to be more secure, he asks further questions, he lays himself open to suggestions of prompting his witnesses.

Against these witnesses Nursoopunt urges (N. para. 7, clause 2d and 3d) that Ballajee Purushram is not likely to have seen any letters in his handwriting; he forgets his having taken down his deposition (page 1532), and that he is actuated by spite; while the carcoons of the cutcherry are compelled from their positions to depose against him. He assumes that Ramrow thinks his hand has been forged, and declares that Mahdeorow bears spite against him; but of this he has attempted no proof, nor even questioned him on the subject, so that Mahdeorow's evidence might certainly go for what it is worth.

Against the writing generally, Nursoopunt contends (clause 4th), that a cursory observer might think the notes resembled his handwriting, but that it is an unformed childish hand, and that one word is mis-spelt, and that a compound letter is divided, and not run into one, as he writes such letters, and in support of his defence he has had Bhicajee Rugonath and Moropunt Tatia examined at Poonah (T.), Dadjee Kristn Pundit at Kolapore (U.), and Bulwuntrao Wittul Tambe at Dholia; he has also had Babojee Bappoojee examined before the commissioner. Of these, Bickajee (S.), and Bulwuntrow (V.), say the handwriting does not at all resemble Nursoopunt's; Moropunt, Dadjee Pundit (T.) and (U.), and Babajee, (page 1542) find some letters like, but do not think the notes are written by Nursoopunt; and as regards the orthography of the word pointed out by Nursoopunt, Babajee admits that some people spell it in the way it is spelt in the note which Nursoopunt repudiates, and the Commissioner (out of several he had noted) pointed out spellings which Babajee admitted were doubtful, and one which he declared a mis-spelling in Nursoopunt's defence, in this very case; and though the defence is not in Nursoopunt's handwriting, still if he signs it with bad spelling in it, he removes the point of defence founded upon the impossibility of his making such mistakes.

Nursoopunt, however, further to strengthen his defence, suggests (clause 5 and 6) that the notes might be forgeries in imitation of his handwriting, and quotes two instances, one a forgery committed in Sholapore in 1833, and the other the forged bond in the Joitabhaee's case; but neither of these, if the Commissioner's memory does not betray him, are parallel cases. The forgery in the Partabhaee's case certainly is not, for that was no imitation of handwriting at all; and if the Commissioner recollects the case alluded to as having occurred in Sholapore rightly, it came before the Sudder Adawlut, when he was Assistant Registra, and was an attempt to imitate Mr. Williamson, the Revenue Commissioner's initials on an order, and not an attempt to imitate Nursoopunt's writing in the endorsement.

But,

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But, supposing that the notes are forgeries, imitations of Nursoopunt's handwriting, somebody must have forged them, and placed them where they were discovered, with a view to injure Nursoopunt. The opinion came to on the first point, prevents its being believed that the notes were introduced, either during the examination by the committee, or after Baba Nafra was sent to gaol. All the other cases tried have shown that the idea of Baba Nafra's enmity is not tenable, and no other quarter has been suggested from whence the plot could have arisen; the Commissioner, therefore, cannot believe that these papers were surreptitiously introduced. Neither can he believe the notes to be forgeries, and though not perhaps in Nursoopunt's best handwriting, they are, as he and three out of his five witnesses would appear to admit, sufficiently like his writing to have been scribbled by him or by one of his sons.

The next point for consideration is, whether the entries in the books prove this to be a cash payment or mere debit and credit.

The items as entered in the memorandum (A.) are entered in the accounts of the firm (F. G. H. and I), and the Goomashtas Baeejee (page 1536), Heeralall (page 1537), Jumnadass and Damodur (*ibid*), prove the books and entries, and Baeejee shows that it is entered as a cash payment would be. Nursoopunt, in the 4th para. of his defence (N.), contends that the item as entered in the books is a mere debit and credit, and in the 5th clause, that the sum would not, as it is said, have been paid "on account of the child," as the account to which it has been carried (Bechur Samul's) has been going on for some years, as proved by exhibit (Q.), an extract from Samul Bucktee's accounts showing that there was an account of Bechur Samul's with them in 1901 (A.D. 1845), and consequently that it could not have been opened on account of the child. But Baeejee and Damodhur's evidence show that all bribes (not only those on account of the child) were carried to this account, and consequently this is no argument in Nursoopunt's favour. He further contends that there should be separate and specific accounts of these sums, as otherwise it is impossible to ascertain how these items, which are mere blank entries, have been expended; and in the 10th clause, he contends that though only a debit and credit transaction, it has been entered as a ready money affair in order that Baba Nafra might the more securely appropriate the money. Nursoopunt does not appear to recollect, that admitting the money, as he does, to have been appropriated somehow, is all that the prosecutor requires, and that to defend himself he must either show that the entry is false or that the money was clearly appropriated by some other person, and that his argument, that a further account is required of how sums entered to Bechur Samul's accounts are expended, only strengthens the probability that the memorandum (A.) was intended in lieu of such accounts, and that it was with the object of doing away with such accounts that these memoranda were kept; and though Nursoopunt suggests that the Commissioner should appoint a jury of bankers to inquire into the matter, he has not shown any reason why the Commissioner should require such aid, even if the act appeared to contemplate or warrant such a course.

If further proof of the entry being a cash payment, as stated by Baeejee, was wanting, it would, the Commissioner is of opinion, be furnished by the exhibit (I.), which purports to be what the counter book or waste book is in an English house, an entry of the transaction made at the very moment. On the credit side of this the 23,070 rupees is first entered, then a receipt of 500 rupees, and then the receipt of the item of 5,000 rupees, while on the debit side 28,070 rupees is first entered in full, and then 500 rupees item, which is natural if it was a cash transaction, but not so if a mere debit and credit; for if a cash payment, the money (23,000 rupees) might have been received first, and then the 500 rupees, and then the venetians which form the second item of the 28,000 rupees. Whereas, if it was a mere debit and credit, the receipt of the venetians could be a mere fiction, and both items, debit and credit, might and would have been entered at once, and the Commissioner sees no cause for thinking this other than a *bonâ fide* cash payment.

Nursoopunt does not take any notice, or in any way refer to Samul Bucktee, Narayen Runchore, and Purshotum Runchore's books for 1903, 1904 and 1905, which the Commissioner, at Nursoopunt's request, on Sunday the 29th June, had attached for him. It is possible Nursoopunt might have required it as a precautionary measure, to prevent the books being tampered with, and then used against him, and having succeeded in preventing that, no further notice was required of the

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books; but as in the last case he called witnesses and would not examine them, and in this case has had books attached and now does not refer to them, it would have been some satisfaction to have known there was good cause for requiring the books, or that some object had been obtained by their being attached.

The last point for the Commissioner to consider is the alleged motive for paying this bribe, and the general credibility of the case.

The motive for paying the bribe on the 19th October 1848, is in the memorandum (A.) alleged to be "on account of the boy." This, the prosecutor contends, was Joetabhaee Setanee's boy, and for a settlement of that case favourable to Baba Nafra. In support of this he files the document (M.), being a memorandum from the Durbar, dated the 5th October, with an endorsement by Lieutenant Battye, the Assistant then in charge of the Residency, dated the 9th, in the nature of a memorandum laying all the blame of the delay on Larbaee, threatening to write to Government on the subject, and saying that an order would be sent in a few days desiring Joetabhaee to return home.

There are two points that appear to the Commissioner remarkable in this endorsement; one, that up to that date Mr. Battye, judging from the documents bearing his signature in the first case (Exhibit B.), should have treated Larbaee and her daughter with every consideration; and the other, that instead of doing what he had threatened at once, or apparently making any further inquiry into the matter, he should have been content to leave a memorandum on record showing that Joetabhaee was not to expect any more consideration from the British authorities. Lieutenant Battye, in his evidence (page 1540), shows very good reason for believing that his initials were surreptitiously obtained to the paper; and Narrayen Row, whose account of the order, as given in the first case, has been filed by Nursoopunt in this (O.), certainly does not give a credible account of it. It is hardly possible to imagine that Mr. Battye could have dictated the order off at once, as Narrain Row says he did, or that he, Narrayen Row, wrote it down without one single erasure or mistake, while this being the most recent memorandum left on the records, would naturally convey to the new Resident the idea that Joetabhaee and her mother, whatever may have gone before, were the wrong-doers; and to effect this, whether the new Resident discovered that Joetabhaee and her mother had formerly received the support and countenance of the British authorities or not, might be worth 28,000 rupees to Baba Nafra; and if the note for 78,000 rupees was forthcoming, which Nursoopunt says (para. 5) would explain the whole story, the Commissioner would not be surprised to find that part of the money was to be paid on obtaining some such advantage as might be gained by the memorandum (M.) being placed on record, and the remainder either on the final and satisfactory disposal of the case, or in instalments, as the case advanced towards a termination satisfactory to Baba Nafra. All the probabilities appear against Mr. Battye's having left this note on record, for, in addition to the reasons mentioned above, there is another which the prosecutor has not referred to. On the 19th August, Colonel Outram, as appears from (B.) 18, in the first case, wrote to Joetabhaee, and told her that if Larbhaee delayed giving her deposition, she might depend upon it he would write to the Bombay Government, and request them not to interfere in her behalf at all. Colonel Outram, however, as appears from (B.) 23, on the 4th September, restored her to favour. But if Mr. Battye had been aware of the former memorandum, as he ought to have been, the most natural and most becoming way for him, while only in temporary charge, would have been to have informed Bhanabhaee that he would act up to Colonel Outram's orders of the 19th August, instead of saying that he would do everything as of himself; nor, as Mr. Battye had hitherto treated them with all consideration, could he now have forgotten the fact of his having made such a decided alteration in his opinion in the case as this memorandum shows; and then the risk of putting such a memorandum on record, and the chance of detection, was well worth 28,000 rupees.

Lastly, against the general credibility of the story, Nursoopunt, in the third first* para. of his defence (N.), contends that Baba Nafra would never have paid him the enormous sum of 28,000 rupees, at a time when Colonel Outram had sent in reports to Government against him, and he had also himself applied for his pension without the intention of recalling it, or the hope of its not being accepted,

* So orig.

accepted, and when Captain French, a known friend of Colonel Outram, had been appointed to act for him.

He further, in the 11th para., contends that the Resident could get any number of memoranda, such as (A.), (B.), and (C.), forged. In the 12th para he suggests that the entry in the books being 78,000, while in the memorandum it is 78,070, requires some explanation; and in the 13th para., he deprecates the idea that collusion is not to be imagined because the witnesses do not all tell the same story, as it is only when the prosecutor and his witnesses are in the same rank of life that they concoct stories; in a case like this, the witnesses only tell what serves each his own purpose.

We have seen above that there is nothing improbable in Baba Nafra's having paid the Native Agent 28,000 rupees, in order that such a document as (M.) might be placed upon record; and whether Nursoopunt was on the point to leave the service, or was likely to remain in it, does not appear to be a matter of any moment. The opportunity of a change of Residents was the most favourable time for effecting a diversion in Baba Nafra's favour, and ought not to be lost. Nursoopunt might still have dictated his own terms; and, moreover, as he was anxious, and had applied to be allowed to remain in the service, there still was a chance of his being able to afford further aid, and he ran less risk in taking a bribe at that time, since, if his resignation was accepted, he had not the consequences of detection to fear, and remaining in office he had obtained a triumph over the Resident, and consequently a strong hold on the fears of his enemies. But still if Mr. Battye's initials were obtained to the memorandum surreptitiously, as the Commissioner has too much reason to fear was the case, it was nevertheless a most courageous act on the part of Nursoopunt, or his accomplice Narrain Row, and the Commissioner, contrary to the view taken of it by Nursoopunt, thinks that enabling Baba Nafra to avail himself of this opportunity and the risk, were well worth the 28,000 rupees, as such an opportunity was not likely to occur again, and detection must have led to instant dismissal, disgrace, and the loss of every hope of ever recovering his position.

The idea that the memoranda, (A.), (B.), and (C.), were forged, and the evi- packed, has already been negatived, and the Commissioner need not dwell further on those suggestions, while why the note is in one place said to be for 78,000 rupees, and in another 78,070, is a question that cannot affect the point at issue, as the payment is only 28,000 rupees out of a larger sum for which there was a note given, and whether that note is referred to in round numbers, or in its exact amount, cannot possibly make any difference in the case.

On consideration of the above, the Commissioner arrives at the following opinion. In this case, as in the last, the giver of the alleged bribe not being willing to tell anything about it (page 1536), and there being no proof of how the money was disposed of, there is not evidence to convict Nursoopunt of receiving a bribe; but the discovery of the memorandum with his name on it, and the notes in his or his son's handwriting with the invocation of his own deity upon them, coupled with the revolution which about that time took place at the Residency regarding the case of Joetabhace Setanee, leave the strongest suspicions in the Commissioner's mind that the money was paid to Nursoopunt, and that he had importuned Baba Nafra on two occasions for it.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

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SIXTH CHARGE.

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(signed) *W. E. Frere*, Special Commissioner.

Baroda, 21 October 1851.

SIXTH CHARGE.

(A.)

EXTRACT paragraph 4, from a Letter from Lieutenant-Colonel *J. Outram*, Resident at Baroda dated 7 September, No. 207 B. of 1850.

Paragraph 4. APPENDIX (H.) is a memorandum of my proceedings in an inquiry into the cause and object of the mission to Bombay, in July 1848, of an agent of Baba Nafra, the moonim gomashta of Hurree Bhugtee's firm, who is proved in evidence to have been deputed, at the instigation of Nursoo Punt, charged to communicate with Mr. Reid, and authorised to draw on the firm for any sums that might be required for purposes of bribery; and it will be seen from the evidence that there is much ground for believing that large sums were expended by him in this manner; evidence being very strong against a Mr. Craig, clerk in the secretary's office, who is represented to have received on one occasion 2,000 rupees, and on another, 12,000 rupees, and 200 rupees, and who also appears to have shamefully misused Mr. Reid's name on the occasion.

Enclosure to foregoing.

Appendix (H.)

MEMORANDUM of Proceedings in an Inquiry into the Cause of the Mission of Joteshwur Echaram, a Gomashta of the Firm of Hurree Bhugtee, deputed by Baba Nafra to Bombay, in July 1848, for the purpose of forwarding the interests of his Employer, in certain Cases then under examination at the Baroda Residency.

IT having come to my knowledge that Joteshwur Echaram was deputed to Bombay about the time referred to, I sent for him, and examined him on the subject, on the 12th July 1850. He then deposed as follows:

Translation of the Deposition, on oath, of *Joteshwur Echaram*, aged 37 years; Inhabitant of Baroda; Gomashta of Hurree Bhugtee, made before the Resident at Baroda, on the 12th July 1850.

Question. Who sent you to Bombay, and on whose part did you go, and when did you go; state all this?—*Answer.* About the year 1904 (A.D. 1848) Baba Nafra sent me to Bombay on the part of Hurree Bhugtee, and I resided in the house of Thukur Jootha Hurka, near Lowarcharee Naka, on the road to the fort, at a rent of 5 rupees per mensem.

Who else was with you, and what was your salary?—My salary was 100 rupees per mensem, including all expenses; my brother-in-law, Bulwunt Ram, was with me.

What was Bulwunt Ram's salary?—I paid Bulwunt Ram out of my own salary. Bulwuntram Hurreeram, above named, now resides in the house of Thukur Jootha.

How much money did you receive on account of your salary, &c.?—I received about 22,000 rupees on account of my salary and other expenses.

Show the accounts, in what way you have laid out this money?—I have not the accounts by me; but my brother-in-law, Bulwuntram Hurreeram, in Bombay, has them.

As far as you can recollect, state what sums have been expended by you?—About 8,900 rupees was paid into the Supreme Court, as deposit on account of an attachment placed on the house of Hurree Bhugtee, in Bombay; of the rest I do not recollect, but my brother-in-law has got the accounts.

Being aware that the papers alluded to by Joteshwur Echaram, as having been left in Bombay with his brother-in-law, Bulwuntram, would disclose facts of importance, I forwarded a copy of the above statement to Mr. Malet, on the 15th July, with a private note, suggesting the advisability of taking measures to secure them, and explaining the object I had in view.

To this the following official communication from Mr. Malet, in the Secret Department, was returned on the 18th idem.

"With reference to the suggestion contained in your private note to my address, dated the 13th instant, that certain papers said to be in the possession of one Bulwuntram may be seized, I am directed by the Right honourable the Governor in Council to inform you, that Government having consulted the Advocate-general on the subject, that officer has given it as his opinion that the seizure cannot be legally effected."

In the meantime, Joteshwur's papers at Baroda having been attached by the Durbar, and sent with him to the Residency (at my request), that person, on being told that they should be strictly examined before him in my presence, became much agitated, declaring that they contained nothing relating to the case now under investigation, but confessing there were secret papers of much importance to the interests of the former carbarees, Larabhaye and Brijlall, to whom he was "gooroo;" and stating, that if I would allow him to take them away, he would disclose all he did in Bombay on the occasion above referred to. This I refused; but

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but I told him, if he truly disclosed all he did in Bombay, I would seal up the whole of his papers (after first casually inspecting them, to see that no papers connected with the present inquiry were among them), and deposit them in the treasure chest, under the Residency guard, to be kept there until the truth of his proposed disclosures were ascertained; when, with the sanction of Government, the sealed papers should be restored to him. Under this promise the papers were then looked over, so far as to ascertain that none concerning the present case were concealed among them, the rest were then sealed up in Joteshwur's presence, without examination; although, in casually looking over them, so much transpired of their nature as to show that they contained proofs of very extensive underhand dealings when in office. Of the worthies referred to I record this circumstance to show under what motive the following statement was made, and at the same time, while testifying to my pledge to restore Joteshwur's papers (if sanctioned by Government) should his disclosures prove true, distinctly declaring that I shall consider myself at full liberty to make use of the proofs they contain towards prosecuting the former carbarries, should the measure be deemed advisable by Government, in the event of the informant's statement proving false.

In this understanding Joteshwur Echaram deposed as follows:

* On oath.

Translation of the Deposition* of *Joteshwur Echaram*; religion, Hindoo; caste, Naggur Brahmin; profession, Gomashta in the Firm of Hurree Bhugtee; aged 37; inhabitant of Baroda; made before the Resident at Baroda, on the 21st of July 1850.

Question. As you were deputed to Bombay by Shet Hurree Bhugtee, state what occurred there?—*Answer.* About Sumvut 1904 (A. D. 1848), the moonim gomashta of my Shet, by name Baba Nafra, called me one night, about eight o'clock, to his house, and desired me to proceed to Bombay, as a case of our Shet is going on there; and that he had taken the opinion of

† *S. O.*

dufturdar, Nursoopunt Dada, in the matter, who said,† "To send a person of yours to Bombay, and, on his going to Mr. Reid, the business would be instantly done." Nursoopunt Dada, Looloo Bhugwan, our Shet's gomashta, and Bhugwan Bhowanee were seated there at the time. I then returned home. In the same year, about Ashar or Shrawun (July or August), I went to Bombay, and put up in the house of Thukur Jootha Hurka, near Lowarcharry, for which I paid rent at five rupees per month; but nothing was done about the business on which I was sent. A person, however, by name Seesa Appa, a Deccanee, residing near Kharakooa, asked me why I came; I told him that I came regarding a case of my Shet, Hurry Bhugtee, but which had not been done; when he said, there is a gentleman, by name Creed Sahib,‡ residing at Mazagaun, to whom I should go, and who would do my business. On this I went to Mr. Creed, and mentioned all the particulars of the case, when he asked what I would give him; I replied, that I would pay at present 2,000 rupees; and, after the business was done, I would do as he would bid me. I then delivered to that gentleman about three or four notes, amounting to 2,000 rupees, but saw no signs of my case being settled. I then went again to Mr. Creed, and said that my case has not yet been settled, though I had paid him 2,000 rupees, when he said, that Mr. Reid was angry with me; and, as that gentleman was about going to Europe, to bring 10,000 rupees to pay to him. I asked to be introduced to that gentleman, when I would pay the amount into his hands; Mr. Creed replied, that as I was an inhabitant of Baroda, and came to Bombay to make a complaint, he (Mr. Reid) would not receive any money from the hands of any native like myself. Being anxious to have my case settled, and as Mr. Reid was about going to Europe, I delivered to Mr. Creed about five or six notes, amounting to 10,000 rupees, who told me to give him 200 rupees to buy a horse; when I gave him a note for that amount.

You say Mr. Creed, in the name of Mr. Reid, received from you notes as above stated; did you go to Mr. Reid to ascertain if he received them?—I did not go to Mr. Reid to ascertain if he received them or not.

You have stated that you paid the amount to Mr. Creed; on what business was this gentleman employed?—I do not know.

Who was present with you at the time you paid the money to Mr. Creed?—I was alone.

On account of what business did you give the money to Mr. Creed?—The money was paid regarding the case of Joitabace Setanee's son, Gundgadhur Shastree's, and four or five others which were then going on.

After the money was paid, was your business done?—The business has not yet been settled.

Did you go to any gentleman to give presents?—I have heard that Bhanabhoy had taken with him some fine clothes to present the ladies, so I took from the shop two dooputta and one pugree, to present them to some person, but I never gave them to any one. I have got them by me; Baba gave me a "pugree and shella" for my own use.

Did you ever go to the bungalow of Mr. Reid?—I went once to Mr. Reid's house, who inquired after the Shet's health.

You state you once met Mr. Reid; was it before or after the notes were delivered to Mr. Creed?—I visited Mr. Reid before I gave the notes to Mr. Creed, but no conversation passed between Mr. Reid and myself about paying the money.

On

‡ It cannot be ascertained, from the deponent's indistinctpronunciation of the name, whether it is Creed, Creek, or perhaps a corruption for Clerk.

On what business was Mr. Reid employed?—He was in the Council.

You have stated above, that you paid money to Mr. Creed for the purpose of giving it to Mr. Reid; what trust had you in Mr. Creed, that you should give so much from the shop to this gentleman?—Mr. Creed told me that my business would be done, and that between us is Providence, so I put my faith on his word, and gave him the notes. This gentleman did not tell me his name, but I learnt from his servants that it was Mr. Creed, who gave me great assurances and took his oath, and administered the same to me; after my return to Baroda, I heard that our case, which was going on regarding the Bhandree,* was settled.

Was Bhanabhoy with you in Bombay?—He was sent to Bombay one year before me; as no trust was placed in him, I was sent in his stead, and Bhanabhoy was recalled to Baroda. After my return to Baroda, Baba Nafra told me that 10,000 rupees was expended, but our business was not done, when I told him that one case about the Bhandree was done.

Why was no trust placed in Bhana?—He used to talk very big, therefore no trust was placed in him, so I was sent in his place.

Did you and Bhanabhoy meet together?—No.

From where did you bring the notes which you gave Mr. Creed?—I got these notes from Paruk Vuruzlal Doolubh's shop, near the Cloth Market, by letters of advice sent from here; an account of this may be written in Vuruzlal's chopra. I kept a chopra of accounts, but I did not keep any about the money paid to Mr. Creed, as the matter was to be told to Baba orally.

You have stated above, that when Baba called upon you to proceed to Bombay, Nursoo-punt and others were sitting at the time; in what month was this?—It was in the month of Ashar or Shrawun (July or August).

* Meaning that of Govind Row Guicowar, in which I had recommended the withdrawal of the Soucar's Bhandree. —*J. O.*

On the 22d July, I again addressed the Chief Secretary, forwarding the above deposition, and suggesting measures for tracing the notes said to have been given to Mr. Creed, to which the following reply was returned on the 1st August.

"I am directed by the Right honourable the Governor in Council to acknowledge the receipt of your private note to my address, dated the 22d ultimo, and to refer you to my communication on the subject, of the 18th idem, No. 155.

"I am at the same time desired to transmit for your information, copy of the report of the Advocate-general, dated the 17th ultimo, on your letter of the 13th idem, together with transcript of a further, demi-official, from that officer of the 31st ultimo."

Report of the Advocate-general, dated the 17th July 1850.—"The papers referred to, cannot be legally seized, except under civil process, if the transactions relate to mere money demands and accounts, or if any crime is involved by any criminal falsification of accounts, or information on oath laid before a magistrate."

Demi-official from the Advocate-general, dated the 31st July 1850.—"Nothing can be done on this, except in the mode stated in my last communication to you, within the Supreme Court's local jurisdiction"

On the 15th August, I received an anonymous letter from Bombay, which, although anonymous, is deserving of attention as confirmatory of Joteshwur's revelations, and evidently written in ignorance of the disclosures he had made in his second deposition, while the writer was only aware of the first statement having been taken, in which Joteshwur disclosed nothing. And it will be seen that it subsequently received further confirmation by the admission of Echaram Wunarsee, the principal gomashta of Hurry Bhugtee's firm, of the fact stated in the letter of a further sum of 2,500 rupees having lately been sent to Bombay.

Accordingly, I forwarded a translation of this communication to Mr. Malet on the 16th August, with the following letter.

"With reference to the subject of my private notes, dated 13th and 22d ultimo, and of your replies, dated 18th ultimo and 1st instant, I beg to transmit for your information, and such notice as it may be deemed worthy of, translation of an anonymous communication received yesterday, which you will observe clearly indicates that the European mentioned in Joteshwer Echaram's second statement as 'Creek Sahib,' (which I then supposed might stand for Creed or Clerk, being unable distinctly to make out the name, owing to the faulty pronunciation of the deponent,) is a Mr. Craig, which name I see recorded in the calendar as 'clerk in the Secret and Political Department of the Secretariate, residing at Mazagom.'

"From what appears in this document, (which, although anonymous, is so far deserving of attention, that it confirms much that is disclosed in Joteshwur's very reluctant testimony), there can be little doubt that Mr. Craig is the party alluded to by the latter, as the person who made such infamous use of Mr. Reid's name.

"As Government was debarred by legal forms from adopting at the time the steps which I took the liberty to suggest for obtaining the papers left in Bombay by Joteshwur Echaram, or for tracing the notes said to have been paid by him to Mr. Craig, I fear there is no hope now of satisfactorily proving the transaction, and I regret that I was not honoured by the communication, with your first letter, of the Advocate-general's opinion forwarded with your second, as I should have done myself the honour to forward such information on oath as might yet perhaps have enabled you to effect the object; after the further delay, however, of 14 days, which had intervened between your first and second communications, there could be no hope of finding the papers, which will of course have been secured long ere this by Baba Nafra's agents, who it appears from the accompanying revelations are at work in Bombay to counteract the investigation on which I am engaged."

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Anonymous letter alluded to above.

"My object in writing to you is this: that I hear you have taken the deposition of the goomashta of Hurry Bhugtee, by name Joteshwur, who, I believe, has not confessed to anything at Baroda. But when he formerly came here he brought with him 10,000 rupees, and told the Setanee that he gave this amount to Mr. Reid. But this money was divided among Ragoba Simpey, employed in the Military Pay-office; Mr. Craig, a half caste; and another person, a half caste, also in the Political Department. Joteshwur lived in the house of Choota (Jootha) Hurka, and close to him lived the above person named Ragoba Simpey. Joteshwur has now sent a hoondie for 2,500 rupees on Dyaram Atmaram for payment to Ragoba. The karbarry of Joteshwur, by name Bappoo Sewlal, is here; this person and Ragoba took 1,500 rupees out of the 2,500 rupees, and gave it to Captain M'Donald, whose receipt is with Ragoba Simpey. Bappoo Sewlal, the karkoon of Hurry Bhugtee, and Ragoba went to Mr. Howard, the barrister, also to Mr. Leggett, lawyer, and Mr. Cole, clerk of the Accountant-general's office, and they got Mr. Howard to prepare a petition, on a promise of paying him something for his trouble. He took the deposition of Joitabaee Setanee in English, and intends to send it to Government. Such is the case here. Joteshwur writes from Baroda to Ragoba Dada and Bapoobhoy, desiring them to do the business satisfactorily, when the Setanee and Baba would not forget them; that in the inquiry which was instituted at Baroda about the 10,000 rupees, he did not mention Dada Sahib's name, therefore not to fear anything; that when they came to leave him in the steamer, the conversation which then passed between them may be relied upon. In this way business is being done here; and as you are instituting inquiries in this case at Baroda, there is no difficulty in calling those persons before you. Bappoo Sewlall was formerly gomashta of Kandass Wagjee, but for some misconduct he was dismissed, and is now employed by Hurry Bhugtee as karkoon to Joteshwur in Bombay. The gomashta has given it out that he is kept here in consequence of his having to make some reply to the complaint made against him by one Gunputrow Dhondey in the Court; but all this is untrue. Bamonjee Bawa, Atmaram Sonar, Ragoba Simpey, Mr. Leggett, lawyer, Mr. Cole, and Mr. Howard, are making 'khutput' in this case. Bappoo Sewlall and Nathjee, and another of his associates, are the persons who give money and furnish information to those persons; and as this has come to my knowledge, I have informed you of it in order that you may institute such inquiries as may appear to you proper."

In consequence of what is stated in the above communication, Joteshwur Echaram was again examined, who denied all knowledge of the hoondie for 2,500 rupees said to have been lately sent to Bombay, representing that he had been dismissed from employment by the firm of Hurry Bhugtee, in consequence of the disclosures he had made before me. Subsequently the present managing gomashta of the firm, Echaram Wunsarsee, was examined, who, it will be seen, admits that a hoondie for 2,500 rupees was lately despatched to Bombay, and also confirms the statement of Joteshwur, as to his having been dismissed.

* On oath.

Translation of the Deposition* of *Joteshwar Echaram*, made before the Resident on the 15th August 1850.

Question. On the 21st July 1850, your deposition was taken in the case of Joitabaee Setanee; after this, did you write to any person in Bombay?—*Answer.* After I had given my deposition before the Resident, I was sent for to the shop of Hurry Bhugtee, and was told by Echaram Gomashta that my pay was stopped, and to recall my men from Bombay, and that their allowances had also been stopped. On this I wrote a letter, on Asar Vud 3d or 4th, of Sumwut 1906 (27 or 28 July 1850), to my men in Bombay, by name Bulwuntram and Bappoo Joshee, desiring them to come back soon here, as their allowances were stopped, and that I had been discharged. This is all I wrote.

Did you write any more letters besides this?—No.

Did you lately send or desire any person to send a hoondie to any one in Bombay?—I did not send, nor desire any one to send.

When you were about coming to this place, who came to take leave of you on board the steamer?—No strange person came to leave me on the steamer, except my gomashta, Bulwuntram Hurreeram, Bappoo Sewukram, and my servant Baloo; these three persons came, and no one else.

Did any person, by name Ragoba, live near your house, and are you acquainted with him?—I am acquainted with Ragoba Dada, who lived near my house.

Did you send any hoondie to Bombay for payment to Ragoba?—I never sent any hoondie for payment to Ragoba.

Did you write any letter to Ragoba?—No.

You have stated above, you did not write any letter to Ragoba, but it appears that you did write to Bappoobhoy and Ragoba, desiring them to have the business satisfactorily done, and that the Setanee and Baba will not forget them; that inquiries had been instituted regarding the 10,000 rupees, but that you did not mention their names; that when they came to leave you on board the steamer, the conversation which then passed between them and you may be relied upon, &c.; how is this? state all clearly?—Ragoba never came to take leave of me on board the steamer. I know nothing about writing the letter, or anything else.

Is there any person in Bombay, by name Nathjee, and do you know him?—I heard that after Baba Nafra was imprisoned, Nathjee Mookatee and Munorebhoy were sent from Baroda.

Did you know in Bombay one Captain M'Donald?—No.

Translation

Translation of the Deposition* of *Echaram Wunarsee*, Inhabitant of Baroda, serving as Goomashta in the Firm of Hurry Bhugtee, made before the Resident on the 15th August 1850.

* On oath.

Question. Did you lately give a hoondie on Bombay, from your shop, to Joteshwur; and if so, when and on what day was it given?—*Answer.* Previous to his being confined, Baba Nafra desired me, on Jetvud 5th of this year (29 June 1850), to write a letter to our agent in Bombay, by name Vrijlal Doolub, to pay Bappoo Severkram 2,500 rupees, on the part of Joteshwur, and to take and forward his receipt here. Accordingly I wrote to Vrijlal Doolub the same day, who, after paying the amount to Bappo Severkram, sent his receipt here, which is here produced. This receipt is dated Jetvud 10th (4 July). The payment of this money to Joteshwur has been entered in the accounts.

When you sent a letter of advice to pay 2,500 rupees, did Joteshwur come to you or to Baba to speak about it?—This letter of advice was sent in consequence of Joteshwur having said something to Baba Sahib, but nothing was said to me.

On what day did you tell Joteshwur that he is discharged, and to recall his goomashta and others from Bombay; give the date?—On Assar Sood 3d (12 July), I told Joteshwur he is discharged from this date, and to recall his men from Bombay.

For what purpose did you send a letter of advice to pay Bappo Savukram the sum of 2,500 rupees?—Baba Sahib, or Joteshwur, must know for what purpose this letter of advice was sent; I do not know.

After Baba Sahib was confined, did you write to the Shet's agent in Bombay, not to pay the amount to Joteshwur and others?—Joteshwur was informed on Assar Sood 3d (12 July) of his discharge, and two or three days after this a letter was sent to Vurujlal Doolub desiring him not to pay a price to our gomashta without an order from here. A reply was received in the name of the Shet, dated Assur Sood 15th (24 July), stating that not a dokra would be paid from this date to any one, without an order is received from him.

Seeing that Government could take no steps to aid me in tracing this transaction, I sought other means to do so, and with this view called on the firm of Hurry Bhugtee to furnish me with a letter to their agents in Bombay (by whom Joteshwur has deposed to having been furnished with the bank-notes and cash referred to), directing them to display their books to the bearer of the letter. This the firm, being no longer under the evil sway of Baba Nafra, readily did, as I desired; and on the 19th August, I forwarded the letter to a gentleman in Bombay, authorised to communicate on the subject with the Chief Secretary, with a request that he would entrust it to a native gentleman in whose zeal, integrity, and discretion I have the greatest confidence; and enclosing to the latter an open note of instructions how to act. That gentleman's reply, dated 30th August, from which I quote below, gives the result of the scrutiny, which fully confirms Joteshwur's statement as to the fact of his having drawn notes and cash from the agents in Bombay to the amount of 19,000 or 20,000 rupees. But unfortunately the numbers of the notes not having been recorded in the agent's book, further trace has yet been unavailing; but I still hope that the inquiries on which my friend is engaged may yet throw further light on the subject. The fact, however, that bank-notes to the amount of 10,000 rupees were received, and cash besides, to the amount of 9,000 to 10,000 rupees, is strongly corroborative of Joteshwur's assertion, that he expended the money in the manner he asserts; supported as his testimony is by the disclosures of the anonymous petition, with the writer of which he could scarcely possibly be in collusion. Whether Government took any steps to investigate Mr. Craig's conduct, in consequence of my communication, dated 16th ultimo, I have not been informed.

Extract:—"He (my native friend) has seen the shroff's books, and taken a copy of the various items* entered as paid to Joteshwur. Only one of these was paid in notes, the amount was 10,000 rupees, and in eight notes of 1,000 each, and four notes of 500 each. But the numbers were not registered. All the other sums were paid in ready cash. The total amount paid appears to have been about 19,000 or 20,000 rupees. I have been to Mr. Stuart, of the Bombay Bank, to try and trace the notes, but have no hope of being able to do so, as we do not know the numbers."

* Received since this was written, and now appended. (signed) *J. O.*

The following depositions of gomashtas of Hurry Bhugtee's firm, taken on the 22d July last, afford direct proof as to the object of Joteshwur's mission, and to the fact that he was deputed at the investigation of Nursoo Punt.

Translation of the Deposition on Oath of *Bhugwan Bhowanee*, Inhabitant of Baroda, as Gomashta in the Firm of Hurry Bhugtee, made before the Resident on the 22d July 1850.

Question. It appears that when Baba Nafra directed Joteshwur Echaram to proceed to Bombay, you were present; state who else were there, and on what condition he was sent?—*Answer.* About Asser Mas of Sumvut 1904 (July 1848), at 8 or 9 o'clock at night, I and Lullo Bhugwan went to the house of my Shet's Gomashta, Baba Nafra; while we three were seated, Nursooba came there. Baba Nafra told him that the case of Joitabaee's son is going on, and that Joitabee's mother, Larbaee, is gone to Bombay, and preferring petitions; therefore what is to be done? Nursooba said, that as Larbaee is there, the case will be carried to great lengths, and will become one of importance; and advised him to send a clever man on his part to Bombay, where, if money be required to pay any one, the same should be paid; but some way or other to have the business settled. Baba replied, that among his goomastahs there is no

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no one clever, they being Bannians, and cannot be sent; but there is in Baroda "Gor" of Sarabhaee, and on Vrijlall mehta, by name Joteshwur, a Nagur Brahmin, who has been to Bombay and back again, and is clever, is doing business with the English, and to send him. After having deliberated on this matter, Joteshwur was sent for, who came, and after explaining to him the above case of Joitabaee to be settled, Baba Sahib and Nursooba sat aside. Joteshwur was then informed of all they had to say to him, after which we all sat together. Joteshwur was then desired to go home, at which time Baba and Nursoo Punt told him that he should meet Reid Sahib Buhadoor privately, who will settle the business for him; after hearing this, Joteshwur returned to his house. But what Baba Sahib and Nursooba said to Joteshwur, when they sat one side together, or what arrangements were made, I do not know; but when Nursooba and Baba Sahib told Joteshwur to see Reid Sahib, I concluded that arrangement was made to pay money to this gentleman; but of this he must know best. Two or three days after this, a hoondee for 2,000 rupees was obtained from the shop of Bechur Soorchund, and given to Joteshwur, drawn on a sowcar in Bombay, which Joteshwur took with him to Bombay.

When Joteshwur was sent to Bombay, was he entrusted with any other business besides that mentioned above?—At that time he was not entrusted with any other business, but after he had gone to Bombay letters used to pass between Joteshwur and Baba. If he was desired to take any other case in hand, Baba must know it. I do not, as Baba used to receive and answer the letters himself.

Who has got the letters received from Bombay?—They are not in the shop, but Baba Nafra has them.

When Joteshwur was sent to Bombay, the case of Joitabhaee's son was not going on there. It was going on in Baroda before the Guicowar, and it cannot be believed that Joteshwur was sent to Bombay on this business; therefore, state all that is true?—When Joteshwur went to Bombay the cases of Gungadhur Shastree, Bhasker Row Withul, &c., were going on; but I had heard he was sent for this purpose. As their conversation was private, how could I know? I therefore stated above, that Joteshwur was sent on account of Joitabhaee's case.

Did Nursoo Punt come again to Baba, after he had been there, when you were sitting?—He came two, three, or four times, in consequence of his relationship with Baba, and also to consult with him; but if he came to the shop, and Baba was not there, he would remain a little while, and then go away.

Did Lulloo Bhugwan hear as much as you, or something more or less?—I, being a gomashta of Hurry Bhugtee's, Baba would not say much to me, but owing to the friendship between Lulloo and Baba, the latter may have spoken more to the former, by which the former may know more than myself.

Translation of *Gomashta Lulloo*'s Deposition before the Resident, on 22 July 1851.

State what you know about Joteshwer Echaram having been sent to Bombay by Baba Nafra?—There being several cases of dispute pending connected with the firm of Hurree Bhuktee, viz., regarding the British Government guarantee, Gungadhur Shastree, Bhasker Row Withul, Govindrow, Guicowar, &c., I advised Baba Nafra to send a vakeel to Bombay on the part of the firm, but he would not agree. Afterwards, about the month of Asar (July) in 1904 (A.D. 1848), Bhugwan and I went to Baba's house at about nine o'clock at night; while there Nursoo Punt came in; alluding to the above-mentioned cases, Baba asked Nursoo Punt's advice as to how he should act regarding them, and also that of Joitabaee's child; he replied, that it would be well to send a clever Wukeel to Bombay. Baba approved of the proposition, but said that he did not know of any intelligent person whom he could appoint for the duty. Nursoo Punt recommended him to send Joteshwur Echaram, the "Goor" of Dufterdars Vrijlall, and Sarabhye, as being a good man of business, and acquainted with the character of English gentlemen. Joteshwur was then sent for by Baba, who aked him to go to Bombay; to this he agreed, provided a proper arrangement was made for his sustenance, stating at the same time that he knew nobody at the Presidency. Nursoo Punt said, that if he went, to call upon Mr. Reid, and made proper arrangements, informing that gentleman of all the circumstances of the case, his business would be managed. Joteshwur agreed to go, and asked Baba what arrangement he intended to make regarding his expenses. Baba replied, that he would give a hoondie for 2,000 rupees at once, and that on hearing from Bombay what arrangements had been made, he would send as much as he required. Joteshwur and I then went home; three days after, he received a hoondie for 2,000 rupees from Baba, and went to Bombay.

Was Nursoo Punt in the habit of visiting Baba Nafra?—They are relations; and Baba never acted without consulting Nursoo Punt. Whenever his advice was required, he used to visit Baba.

Bhugwan states that Baba and Nursoo Punt consulted by themselves; how is this?—Bhugwan was sitting apart, while we three, Baba, Nursoo Punt, and myself, conversed together on the subject.

Before me, on oath, this 22d day of July 1850.

(signed) *J. Outram*, Resident.

(True translations.)

(signed) M. Battye, Assistant Resident.

MEMORANDUM of the undermentioned Sums paid by Beerjlall Doolubdass Wanee Sowkar, at Bombay, to Joteswur Echaram, Vakeel of Baba Nafra, by order of Hurree Bhugtee, Sowkar, at Baroda, as follows; viz.

			Rs.	a.	p.	Rs.	a.	p.
		SUMVUT 1904, GUZERATTEE.						
Margashirsh Shood 5th -	Monday -	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	100	–	–			
Margashirsh Vud 13th -	Tuesday -	Ditto - - - ditto - - - ditto -	100	–	–			
Falgoon Shood 10th -	Tuesday -	Ditto - - - ditto - - - ditto -	100	–	–			
Jest Shood 1st - - -	Friday -	Paid ready cash to Joteswur Echaram - -	50	–	–			
Jest Shood 10th - -	Sunday -	Ditto - - ditto - - - - -	200	–	–			
Jest Vud 10th - - -	Monday -	Ditto - - ditto - - - - -	70	–	–			
Ashar Shood 2d - -	Sunday -	Paid *Rs.* 50 and 50 bank-note to Joteswur Echaram.	100	–	–			
						720	–	–
		SUMVUT 1905, GUZERATTEE.						
Kartuk Shood 8th - -	Saturday -	Paid ready cash to Joteswur Echaram - -	75	–	–			
Margashirsh Vud 4th -	Thursday -	Paid ready cash to Bulwuntrow, cook for Joteswur.	50	–	–			
Margashirsh Vud 10th -	Wednesday	Paid ready cash to Joteswur Echaram -	2,000	–	–			
Poush Shood 14th - -	Sunday -	Ditto - - to Bulwuntrow, cook for ditto	50	–	–			
Poush Vud 7th - -	Monday -	Ditto - - to Joteswur Echaram - -	151	–	–			
Magh Shood 3d - -	Saturday -	Ditto - - ditto - - - - -	50	–	–			
Falgoon Shood 3d - -	Sunday -	Ditto - - ditto - - - - -	50	–	–			
Falgoon Shood 4th - -	Monday -	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	61	–	–			
Falgoon Vud 7th - -	Friday -	Ditto - - - ditto - - - ditto -	50	–	–			
Falgoon Vud 9th - -	Sunday -	Paid ready cash to Joteswur Echaram - -	215	–	–			
Chytru Shood 10th - -	Monday -	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	50	–	–			
Vaishak Shood 7th - -	Sunday -	Paid ready cash to Joteswur Echaram - -	25	–	–			
Jest Shood 5th - -	Saturday -	Paid ready cash to Bulwuntrow, cook for Joteswur Echaram.	25	–	–			
Ashad Shood 5th - -	Monday -	Ditto - - - ditto - - - ditto -	25	–	–			
Ashad Vud 9th - -	Saturday -	Ditto - - - ditto - - - ditto -	50	–	–			
Shrawan Shood 7th - -	Thursday -	Ditto - - - ditto - - - ditto -	25	–	–			
Bhadrapud Shood 5th -	Thursday -	Ditto - - - ditto - - - ditto -	25	–	–			
Bhadrapud Vud 11th -	Wednesday	Ditto - - - ditto - - - ditto -	100	–	–			
Ashwin Shood 5th - -	Friday -	Ditto - - - ditto - - - ditto -	25	–	–			
Ashwin Shood 9th - -	Wednesday	Ditto - - - ditto - - - ditto -	25	–	–*			
Ashwin Vud 14th - -	Monday -	Paid ready cash to Joteswur Echaram - -	200	–	–*			
						3,327	–	–
Poush Vud 10th - -	Thursday -	Paid bank notes to Joteswur Echaram; viz. eight notes, 1,000 rupees each; and four notes, 500 rupees each	-	-	-	*10,000	–	–
		SUMVUT 1906, GOOZERATTEE.						
Kartuk Vud 10th - -	Friday, -	Paid ready cash to Joteswur Echaram - -	275	–	–			
Poush Vud 10th - -	Tuesday -	Paid ready cash to Bulwuntrow for Joteswur Echaram.	20	–	–			
Falgoon Shood 13th -	Sunday -	Ditto - - - ditto - - - ditto -	25	–	–			
Chytru Shood 5th - -	Monday -	Ditto - - - ditto - - - ditto -	25	–	–			
Chytru Vud 9th - -	Friday -	Ditto - - - ditto - - - ditto -	50	–	–			
Chytru Vud 12th - -	Tuesday -	Ditto - - - ditto - - - ditto -	200	–	–			
Vaishak Vud 3d - -	Monday -	Ditto - - - ditto - - - ditto -	1,400	–	–			
Vaishak Vud 8th - -	Saturday -	Ditto - - - ditto - - - ditto -	50	–	–			
Vaishak Vud 12th - -	Wednesday	Ditto - - - ditto - - - ditto -	300	–	–			
Vaishak Shood 4th - -	Wednesday	Ditto - - - ditto - - - ditto -	100	–	–			
Vaishak Shood 4th - -	Friday -	Ditto - - - ditto - - - ditto -	25	–	–			
Jest Vud 10th - - -	Friday -	Paid ready cash to Bapooram Shevukram and Bulwuntrow, cook for ditto.	2,500	–	–			
						4,970	–	–
				Rs.		19,017	–	–

N. B.—The items marked * correspond with the sums stated in Joteswur's deposition of the 21st July to have been given to Mr. Craig.

(signed) *J. Outram*, Resident.

(True copy.)

(signed) M. Battye, Assistant Resident.

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(B.)

No. 229 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to the Appendix (H.) to my letter, dated 7th instant, No. 207 B, detailing proceedings in an inquiry into the cause of the mission to Bombay of Joteshwer Echaram, a gomashta of the firm of Hurree Bhugtee, I have the honour to transmit, for the information of the Right honourable the Governor in Council, copy of the statement of Ragobah, a clerk in the Pay Office, made before Captain Barr, Paymaster-general of the army, on the 12th instant, which throws further light on the transactions referred to in that communication.

I at the same time beg to submit translation of my further examination of Joteshwer Echaram, in consequence of the revelation of Ragobah, from which it will be seen that he has failed to fulfil the condition on which alone he could hope for his papers being restored to him without examination.

Under these circumstances, I beg to be favoured with instructions as to whether I am to enter on the examination of the said papers.

I have, &c.,
(signed) *J. Outram*,
Resident.

Baroda Residency,
26 September 1850.

Deposition taken on the 12th September 1850.

I had friendship with Mr. Craig; he wrote an anonymous letter through a friend, whose name I don't know, to Baba Nafra. Shortly after sending this letter, he wrote a note to me, telling me that "if any one comes to you from Baba Nafra, bring him to my house." I went and asked him what the meaning of his writing to me was; he said, "Ah! you will understand all when the man comes to you from Baba Nafra." Some time after this, Joteshwur came to me, and I took him to Mr. Craig's house, (this was about the month of June or July). Joteshwur brought a letter to Craig from Baba Nafra, in which Baba Nafra acknowledges the receipt of Craig's anonymous letter, and said that he had forwarded 2,000 rupees; he also referred in that letter to a former agent named Bana. Joteshwur and Craig then left me and went into an inner room, and having remained a short time, Joteshwur came out and we went away together. In about five or six days afterwards, I again accompanied Joteshwur to Mr. Craig's house, when I saw Joteshwur give Craig 2,000 rupees in notes. I asked Joteshwur what was the reason of his giving this sum to Craig; Craig said, in answer to my questions to Joteshwur, that Baba Nafra's wakeel, Bhana, had made a petition in a dispute between Hurry Bhugtee and the Gungathur Shastree's sons, regarding the Potedaree transaction, and that he (Craig) had it in his power to get the case settled in favour of Hurry Bhugtee, through the strong influence which he possessed. I asked him what his influence was, and with whom; he did not reply to this, but said that he required the 2,000 rupees to pay to this influential person. I then told both Craig and Joteshwur that I was a poor man, and that if I went on in this matter I should be ruined, and that I did not like to have anything to do with it. Joteshwur one day, about 15 or 20 days after the above meeting, brought a letter to me from Baba Nafra, asking me to assist Joteshwur and Craig in getting a settlement in favour of Hurry Bhugtee, and holding out offers of rewards to me for any service I might perform in this matter; at first I refused, but, at the persuasion of Craig and Joteshwur, I was induced to enter into the matter with them. Craig gave me a certain information in Hurry Bhugtee's matter, which I again told Joteshwur, and he then wrote it up to Baba Nafra, saying, the case could be settled in Hurry Bhugtee's favour. Many letters passed between Baba Nafra, his agent Joteshwur, and Craig; in one of these Baba Nafra wrote regarding a claim of the firm of Hurry Bhugtee and against Bhasker Row Wittul, and asking if Mr. Craig could do anything in that matter; he also referred in this letter to the dispute with Joitabaee, asking Craig's influence and assistance in all. There was a claim of Hurry Bhugtee's against Govind Row Guikwar, and in this some dispute arose. Baba Nafra wrote about this matter also, and said that the Resident had asked for the accounts of the firm of Hurry Bhugtee against Govind Row Guikwar, and had declared that a forgery had been committed in the bond, and that the accounts were false. Colonel Outram told Baba Nafra that he would take away the guarantee from his firm. Colonel Outram reported the business to Government; Baba Nafra upon this wrote through Joteshwur, to Craig to ask him to exert, his* influence he had in favour of Hurry Bhugtee's firm against the decision of Colonel Outram. A great deal of correspondence occurred about this matter, and Joteshwur often went to see Craig. From what I have heard from Joteshwur, I am convinced that Craig made him believe that it was necessary to bribe Mr. Reid; and on the representation of this to Baba Nafra, a sum of 10,000 rupees was given to Craig. I was not present when this sum was actually paid to Craig,

* *Sic orig.*

Craig, but Joteshwur showed it to me, and said, "I am going to pay this to Craig," and Joteshwur himself took the amount to him. Shortly after this, Craig wrote me a note, saying he was obliged to leave Bombay on three months' leave, but that when he returned he would not neglect Baba Nafra's business; he also said, he had made bundobust about all the business of the firm of Hurry Bhugtee; in this note he said he had received the ten, this I understood him to refer to 10,000 rupees, which he had received from Joteshwur; in saying that he had made bundobust in all the business, he meant in the case of the Shastree's sons Bhasker Row Wittul, that of Joteebaee, as well as the matter of the disputed accounts between the firm and Govindrow Guikwar. Joteshwur about this time left Bombay, and as Mr. Craig did not return at the expiration of the three months, Joteshwur wrote to me how this was, and said he thought he must have gone away with the money; this letter was written through Bulwuntrow, cook. I wrote and said, that Craig had not come back, Joteshwur, after this, used from time to time to send letters inquiring for Mr. Craig's return; and I used to answer through Bulwuntrow that he had not returned. Shortly after this, Joteshwur returned to Bombay, finding that Craig had not returned. Joteshwur went to his mother, but she denied all knowledge of what had taken place between him and her son. Joteshwur asked me to write to Craig, and I did so, and accused him of having deceived Joteshwur and Baba Nafra, by saying he had managed their affairs for them. I also referred to his having acknowledged to me his having received 10,000 rupees on this account, and told him that he was acting very badly, and that if he did not return to Bombay, Joteshwur might through some one report the whole transactions, and then that both he (Craig) and I would get into mischief. I also told him that I would go and speak to his brother-in-law, Mr. Smith. My object in this threat of speaking to Mr. Smith was, that an enmity had arisen between Craig and Smith, and the latter would, I thought, be glad to get such a hold over Craig as a knowledge of these matters would give him, and Craig would therefore be frightened, if he knew I had told Mr. Smith. To this letter to Craig I received an answer, through his mother, saying, that if I or Joteshwur were precipitate in the matter, it would only ruin Baba Nafra, and that he could not return to Bombay at present, in consequence of the disgrace he had got into: this referred to some disgraceful connexion between him and his own wife's sister. This letter to Craig, and his answer to me, must have been about August 1849, but to this I cannot speak positively. I did not again have any correspondence.

In July last Joteshwur having returned to Baroda, Bapoobhoy was appointed agent for the Shetanee Mahahunmee Baee to receive a sum of money from Mr. Compton's office, and to defend a cause pending in the Supreme Court connected with the house of Hurry Bhugtee; 2,500 rupees were sent through Bapoo Bhai to me. I expended this sum as follows: 1,000 rupees to Mr. Leggett, attorney; 750 rupees to Mr. Howard; 625 rupees to Mr. Cole; 125 rupees to Bapooboye, for current expenses. For my share in these transactions I received 50 rupees, as a present at my daughter's marriage, a new turban and doputta, and a promise of a further reward, if the decisions on any of the cases made reference, were favourable. When I heard Baba Nafra was arrested at Baroda, I destroyed all letters and other documents in my possession connected with this business. I should have stated that when Joteshwur went to Baroda, Craig asked him to bring a horse, but this Joteshwur was afraid of doing lest it might be discovered; he therefore gave him 200 rupees instead, to buy one.

(True copy.)

(signed) *J. Outram*, Resident.

TRANSLATION of a Deposition made on Oath before Lieutenant-Colonel *J. Outram*, C.B., Resident, by *Joteshwur Echaram*, by Caste, Nagur Brahmin; occupation, Gomashta of Hurree Bhugtee; aged about 37 Years; Inhabitant of Baroda.

Question. From the statement of Ragobah Chippee, now received from Bombay, it appears that you have concealed some facts in your former statement relating to your deputation to Bombay, as Hurree Bhugtee's vukeel; so state, in truth, whatever more you may know about it?—*Answer.* Besides what I have already stated regarding the payment of 12,000 rupees made to Mr. Creck, &c. &c., I do not recollect anything, except that I told Ragobah to inform Mr. Creck that I would pay and satisfy him with something more than the above sum, if my business is done; upon which Ragobah said, "Let the business be done first."

Did you write Ragobah and Bappoobhaee in Bombay to the effect that if they do the business, Baba and Settanee would reward them?—I did not.

Did you write Ragobah and Bapoobhaee, "that inquiry was going on in Baroda regarding 10,000 rupees, but fear nothing, for you have not mentioned Dada Sahib's name"?—I did not write any letter of the kind.

Whom do you call Dada Sahib?—Ragoba.

Did Baba Nafra give you any letter for Mr. Creck?—No letter was sent by Baba through me.

In the letter Baba Nafra sent you at Bombay from Baroda, for Ragobah, what more was written than that he and Mr. Creck should assist you in Hurree Bhugtee's case, for which they

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they would get something?—Baba never sent through me any such letter for Ragobah or Mr. Creck; in fact, such is not the custom.

Is it true that five or six days after you being introduced to Mr. Creck by Ragobah, you went to the former with the latter, and gave him 2,000 rupees?—Yes.

Formerly you stated that you were introduced to Mr. Creck by Shesa Appa, and now you say by Ragoba, state which is true?—When I went to Bombay first, I met Shesa Appa, who introduced me to Ragoba, and the latter afterwards introduced me to Mr. Creck, but he (Ragobah), being a Government servant, I concealed his name, and mentioned Shesa Appa's.

Fifteen or 20 days after the payment of 2,000 rupees, Mr. Creck desired Ragobah to send Baba Nafra certain information regarding Hurree Bhugtee's case, which Ragobah bade you to do; state what it was, and how it was written?—I do not recollect it now.

Did you write the letter as Mr. Creck told you?—Yes; the letter was written, to which a reply was received from Baba.

How is it that you recollect the letter which was written two years ago, and not its contents?—Owing to indisposition.

Did you ever write any letter to Ragobah and Bappoobhaee since your return to Baroda?—No, such is not the custom.

Did you go to the mother of Mr. Creck to ask her about anything, and if you did, what conversations were held?—Yes, I did go, and asked her when Mr. Creck would come; and also said that my business is not done, though money has been given; but what his mother said, I do not recollect.

You were informed that the papers found concealed in a basket at your house were sealed, and would be returned to you on your telling the whole truth; but from your answers to the questions put to you on the receipt of Ragobah's statement from Bombay, it appears that you have concealed the fact of Ragobah's being concerned in these transactions; of the purport of the letter Mr. Creck caused to be written to Baba; of the letter written by Baba Nafra to Ragoba and Bappoobhaee; of the letter written by Baba to Mr. Creck, of your having been introduced to Mr. Creck by Ragobah; of your writing that Dada Sahib's name was not made known in the investigation regarding the 10,000 rupees at the Residency; of the letter you wrote to Ragobah and Bappoo Bhaee, to the effect, that "if they do the business, Settanee and Baba would make them khooshee" (pleased); thus you have concealed many facts, and not stated the whole truth; so the sanction of Government will be solicited to examine the papers found in the above-mentioned basket?—I have stated all what I knew, and if Sirkar wishes to make the inquiries, how could I say no.

(True translation.)

(signed) *M. Battye*,
Assistant Resident.

(C.)

No. 244 of 1850.—Political Department.

From Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

1. In continuation of my letter, dated 26th ultimo, I have the honour to transmit, in original, a letter addressed by Ragoba, clerk in the Pay-office, to Captain Barr, dated 2d instant, which implicates Mr. Cole, a clerk in the Accountant-general's office, in the transactions therein referred to, to the extent of receiving certain rings from Baba Nafra's son, which Captain Barr informs me were diamond, valued at 500 rupees.

2. In Ragoba's deposition, forwarded on the 26th ultimo, 625 rupees in cash are stated to have been paid to Mr. Cole; and it will be recollected that in the anonymous petition which I submitted, with my letter under date the 16th August last, this person (Mr. Cole) was represented as having been busy in Baba Nafra's intrigues.

3. These circumstances may perhaps induce Government to cause an inquiry to be instituted into the conduct of Mr. Cole, as connected with Baroda affairs, which can have no connexion with his duties as clerk in the Accountant-general's office.

I have, &c.

(signed) *J. Outram*, Resident.

Baroda Residency, 11 October 1850.

To Captain *H. J. Barr*, Military Paymaster.

Honoured Sir,

Hoping to be pardoned for the liberty I take in addressing these few lines on your honour's valuable time, as Byramjee came to me yesterday evening, and told me all the circumstance, what Baba Nafra related to Colonel Outram, and who wrote to your honour in full particular. I am extremely sorry to state, that what I had known and done, all that I represented to your honour in particular, and beside that, Byramjee might have already brought to your honour's notice, when his Highness the Gaekwar visited Bombay, Nafra's son had come, to whom, at his request, I introduced to Mr. Cole on account of late Mr. Williams's business; when he presented him with two rings and a shawl, and also he gave me a pair of shawls and a turban; except this, I have nothing to add, than what I have given in my statement. Nafra sent his confidential agents, who resided here; might have procured informations, wrote letters as they think fit, and obtained money from him to hoard up themselves. I was at a loss to understand their intrigue and craftiness. The firm of Hurree Bhugtee may make new claim upon Baba Nafra, so he lays all that has happened on my head, and says that he paid me a large amount; but it must be justified by his conduct and integrity, as I have no alternative; I am a poor forlorn, unfortunately involved in his business, for which I sincerely repent with cruel reflection. I have, upon oath of my God, fairly confessed to Byramjee what I had known, and concealed nothing. I now submissively beg to entreat, that your honour would be so gracious as to take mercy upon my family, which is consisting of six children, a wife (pregnant eight months), mother, aunt, and myself, to subsist on; and pardon my fault, and relieve me from this fatal calamity (which confined me in bed with fever and cold), as I have no one in the world to look for support, except your honour, as I have honestly and faithfully served 13 years in this office; but my ill luck fated me thus. I sincerely hope that my family may obtain the necessary redress, for which benediction I shall feel a deep sense of gratitude for ever.

I lent my own money to Captain M'Donald, and that if Nafra or his agents might assert that they lent it through me, I shall suffer the loss as a penance.

I remain, &c.
(signed) *Ragoba Moroba.*

Bombay, 2 October 1850.

(D.)

No. of 1850.

From Lieutenant-Colonel *J. Outram*, C. B., Resident Baroda, to *Arthur Malet*, Esq., Chief Secretary to Government, Bombay.

Sir,

With reference to my letter, dated 11th instant, No. 244, transmitting information received from Captain Barr, implicating Mr. Cole, a clerk in the Accountant-general's office, in certain dealings with Baba Nafra, the subject of previous correspondence; I have the honour to recommend, at the suggestion of Captain Barr, that that officer be empowered to hold out the offer of pardon to Mr. Cole, provided the information he gives is of such a nature as to lead to the conviction of the principals in those nefarious transactions; a consummation which I trust Government will be enabled to effect, through the able assistance of Captain Barr, by the measure which I now propose.

I have, &c.
(signed) *J. Outram*, Resident.

Baroda Residency, 21 October 1850.

(E.)

Letter from Lieutenant-Colonel *Outram*, C. B., to Mr. Chief Secretary *Malet*; dated the 10 April 1851, with the accompanying "Statement of Facts" relating to Nursoo Punt, late Native Agent of the Baroda Residency.

Memorandum.

Copy of the above letter forms enclosure No. 1, to collection No. 3, accompanying the present despatch to the Honourable the Court of Directors.

Proceedings of Mr. Freere on the Charges against Nursoo Punt.

(F.)

TRANSLATION of the Deposition of *Joteshwur Echaram*; religion, Hindoo; caste, Naggur Brahmin; profession, Goomasta in the Firm of Hurree Bhugtee; aged about 37; Inhabitant of Baroda, made on oath before Colonel Outram, the Resident at Baroda, on the 21st July 1850.

Question. As you were sent to Bombay on Shet Hurry Bhugtee's account, state what occurred there?—*Answer.* About Sumbut 1904 (A.D. 1848), Baba Nafra, the moonim goomashta of my Shet, called me one night about eight o'clock to his house, and told me to go to Bombay, as a case of our Shet is going on there, and that he had taken the advice of Dufturdar Nursoopunt Dada in the matter, who said, "Send a person of yours to Bombay, and if he goes to Mr. Reid, the business would be instantly done." At the time of saying this, Nursoopunt Dada, Lulloo Bhugwan, our Shet's goomashta, and Bhugwun Bhowanee were seated at the time; I then returned that day home. In the same year, about Ashar or Shrawun (July or August), I went from hence to Bombay, and remained in the house of Thukur Joothee Shukajee, near Sowarchany, for which I agreed to pay rent at 5 rupees per month; but after I went to Bombay, nothing was done about the business as they told me. Then I, on inquiring about the business, met a person, by name Seeta Appa, a Decanee, residing near Karakewa, who asked me why I came there; I told him that I came regarding a case of my Shet Hurry Bhugtee, but my business was not being done; when he said, 'There is a gentleman, by name Creek Saheb,* residing at Mazagon; you should go to him, and he will do your business." On this, I went to Mr. Creek, and mentioned all the particulars of the case to him, when he asked what I would give; I replied that I would pay at present 2,000 rupees, and after the business was done, I would do as he bid me. I then gave 2,000 rupees in about three or four notes, but it did not appear that my business was coming on. I then went again to Mr. Creek, and said that my case was not coming on, though I had paid him 2,000 rupees, when he said that Mr. Reid's intentions were hostile to me, and he is going to England, so I should bring 10,000 rupees to give to him. I asked him to take me to Mr. Reid, and I would give it into his hands; he said that I was an inhabitant of Baroda, and had come to complain, so he would not take it from the hands of a native; so from the necessity of my case, and as Mr. Reid was going to Europe, I gave to Mr. Creek about five or six notes, amounting to 10,000 rupees, to be given to Mr. Reid; again Mr. Creek told me he wanted to buy a horse, and asked me to give him 200 rupees, when I gave him a note for 200 rupees.

You say Mr. Creed, in the name of Mr. Reid, received from you notes, as above stated; did you go to Mr. Reid to ascertain if he received them?—No, I did not go to Mr. Reid to ask him if he received them or not.

You have stated that you paid the amount to Mr. Creed; on what business was this gentleman employed?—I do not know.

Who was with you at the time you paid the money to Mr. Creed?—I went alone; there was no one with me.

On account of what business did you give the money to Mr. Creed?—At that time, the case of Joitabhaee Setanee's son, Gungadhur Shastrees, and four or five others were going on, and it was given to obtain favour in those cases.

After the money was paid, was your business done?—The business has not yet been settled, and is now going on.

Did you go to any gentleman to give presents?—I heard that Bhanabhoy had taken with him some fine clothes, saying it was to be presented to the ladies, so I thought I would say the same, and take some; so when I was leaving the shop, I told the Shet, that I should want some to give somebody; so then I took from the shop two fine dooputta and one pugree, but I never gave them to any one; I have got them by me. Baba gave me a pugree and shilla for my own use.

Did you ever go to the bungalow of Mr. Reid?—I went once to Mr. Reid's house, and he inquired after the Shet's health, which I told him.

You state you once met Mr. Reid; was it before or after you gave the notes for money to Mr. Creed?—I visited Mr. Reid first, and after that, I gave the notes to Mr. Creed, but no conversation passed between Mr. Reid and myself about paying the money.

On what business was Mr. Reid employed?—He was in council, in Bombay.† † Dated 21 July, Baroda.

You have stated above, that you paid money to Mr. Creed for the purpose of giving it to Mr. Reid; what confidence had you in Mr. Creed, that you should give so much money from the shop to him?—Mr. Creed told me that my business would be done, and that God was between us; so I put my faith on his words, and gave him the notes. This gentleman did not at first tell me his name, but I inquired from his servants, and ascertained for certain that it was Mr. Creed, and he gave me great assurances, and took his oath on the bargain, and I also took an oath. After my return to Baroda, I heard that our case, which was going on regarding the Bhandree,‡ was done.

Was

* It cannot be ascertained from the deponent's indistinct pronunciation of the name, whether it is Creed, Creek, or perhaps a corruption for Clerk.

‡ Meaning that of Govindrow Guicowar, in which I had recommended the withdrawal of the Sowcar's Bhandree.

Was Bhanabhoy with you?—Bhanabhoy was sent to Bombay one year before me; as he had not their confidence, I was sent in his stead, and after that, Bhanabhoy was recalled from Bombay. After my return to Baroda, Baba Nafra told me that I had expended 10,000 rupees, but our business was not done, when I told him that one case about the Bhandree was done.

Why was no trust placed in Bhana?—He used to talk very big, so no reliance was placed in him.

Did you and Bhanabhoy meet together in Bombay?—No; we did not meet in Bombay.

From whence did you bring the notes which you say above, you gave to Mr. Creed?—I got these notes from Paruk Vuruzlall Doolib's shop, near the Cloth Market, by letters of credit sent from here. An account of this may be written in Vuruzlal's chopra. I kept a chopra of accounts, but they were of another account; I did not keep any about the money paid to Mr. Creed, as the matter was to be told to Baba by word of mouth.

You have stated above, that when Baba called upon you to proceed to Bombay, Nursoo-punt and others were setting at the time; in what month was this?—It was in the month of Ashar or Shravun.

Dated 21 July 1850. (signed) *Joteshwur Itcharam.*

Before me on oath, this 21st day of July 1850.
(signed) *J. Outram,* Resident.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(G.)

To Lieutenant-Colonel *Outram,* C.B., Resident, Baroda.

Sir,

I HAVE the honour to send herewith a man, named Joteshwur Itcharam (who appeared before me this morning as a witness), together with an extract from my proceedings of this day's date, being notes of his evidence before me, and also his deposition taken on the 1st July 1850, before yourself, from which you will perceive that he has committed perjury; and as the points upon which he has perjured himself appear to me material, he would, if the Commissioner was sitting within the jurisdiction of the Honourable Company, be liable under sect. 17, Act. XXXVII. of 1850, to the penalties of perjury.

I therefore request you will forward the witness and relevant papers to the proper authority in this state, with a view, should their rules extend to such cases, to the man being punished for the perjury, if proved against him.

I have, &c.

Baroda, 13 August 1851. (signed) *W. E. Frere.*

(H.)

J. L. Johnson, Esq., Commissioner and Clerk of the Court of Requests, Bombay.

Sir,

I HAVE the honour, under Act VII. of 1841, to enclose papers of questions to be put to Rajoba Moraba, at present or lately clerk in the Military Paymaster's Office, in Bombay, and to Brijlall Doolubdas and Juwurchund Atruaram, or the Mooneme Gomashtas of those firms, and to request you will take their answers on oath, and return them to me at your earliest convenience.

I have, &c.

Baroda, 14 August 1851. (signed) *W. E. Frere.*

(I.)

QUESTIONS to *Ragobah,* Clerk in the Military Pay Office at Bombay.

1. Do you know Joteshwur Echeram?
2. Who introduced him to you?
3. What reason did Joteshwur assign to you for coming to Bombay in July 1848?
4. Did he tell you that he had come to forward the interests of the bank through any gentleman in Bombay; if so, what gentleman?
5. Do you know who introduced Joteshwur to Mr. Craig?

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6. Did Mr. Craig show you letters from Baba Nafra?
7. State the substance of these letters.
8. Are you aware if any sums of money passed between Joteshwur and Mr. Craig; and if so, how much, and under what circumstances?
9. Did Mr. Craig give you any information relative to the affairs of Hurree Bhucktee, then pending before Government, to communicate to Joteshwur; if so, state what that information was?
10. Did you, in consequence of this information, write to Baba Nafra; if so, what was the purport of your letter?
11. In the correspondence that passed between Baba Nafra and his friends in Bombay, as seen by you, was allusion made to any cases pending at Baroda; if so, what cases, and what allusions?
12. Was any reference made to the withdrawal of the guarantee (bhandree) of Hurree Bhucktee, and do you recollect whether any European's name was referred to as a person to be applied to in Bombay on that subject?
13. Do you know where Mr. Craig now is?
14. Do you know what power Mr. Craig possessed to befriend Baba Nafra, or whose influence he was to obtain?
15. Did Joteshwur ever mention to you that Colonel Outram had written to Government against Nursoo Punt, and did he mention what the result was to be, and through whose influence?
16. Did Baba Nafra ever tell you so in any of his letters?
17. At the time of the Guicowar's visit to Bombay, did Baba Nafra, or his son, ever mention to you that they had interviews with any European gentleman in his garden; and if so, with whom was the interview, and what was the purport?
18. When did Mr. Craig leave Bombay?
19. How long did Joteshwur remain in Bombay?
20. Did Joteshwur return again to Bombay?
21. Did you accompany Joteshwur to the house of Mr. Craig's mother?
22. State what occurred at your visit?
23. Did his mother ever write to you on the subject?
24. Have you had any communication, direct or indirect, oral or by letter, from or on behalf of Nursoo Punt up to the present moment; if so, state how often, and to what effect?

(signed) *J. Outram*, Resident.

Baroda, 14 August 1851.

Questions on behalf of the Accused.

1. Did you ever meet me, and have you any acquaintance with me; if so, state when and where, in detail?
2. If Baba Nafra wrote any letter to you about me, show the letter, whatever it may contain on the subject?
3. If you have had any correspondence with me, or with any one on my behalf, on any subject, produce the letter?

Questions by the Commissioner.

1. How long have you known Joteshwur.
2. Have you ever conducted any other business of this kind for him before; and if so, when and what?
3. How long have you known Mr. Craig?
4. What appointment had he, and what pay did he draw?
5. Who is his mother?
6. Did Mr. Craig live alone, or with his own or any other family; and if so, their names?
7. Was he connected by marriage or otherwise with any clerks or assistants in Government employ, more especially in the Secret and Political Departments of the Secretary's Office.
8. Had you any intercourse with Mr. Craig on the subject before Joteshwur came to Bombay?
9. How came Mr. Craig to fix upon you to aid him in this business?
10. Had he ever employed you in this way before; and if so, when and in what cases?
11. Has Captain Barr been made aware of your having been employed in this business?
12. Have you suffered any punishment for it; if so, what?

(signed) *W. E. Frere*,
Special Commissioner.

Baroda, 14 August 1851.

ANSWERS to Questions put to *Ragoba Moroby*, Clerk in the Military Pay Office, Bombay.

1. I know him.

2. He came himself to my house.

3. He was sent by Baba Nafra.

4. He told me that he had a letter from Baba Nafra to a certain gentleman, whose name I knew; upon that I asked him what is the business; he said, "When I read the letter before the gentleman to whom you are to carry me, you will know the contents;" upon this I took him to Mr. Craig, whose note I had received a few days before.

5. I did.

6. No, he did not show me any letter from Baba Nafra; but the letter in Guzerattee, brought by Joteshwur, was read by Joteshwur in the presence of Mr. Craig and me.

7. In that letter Baba Nafra acknowledged the receipt of an anonymous letter, and referred to his former agent, Bhana, and stated that he sent by Joteshwur 2,000 rupees, as stated in the anonymous letter; after the letter from Baba Nafra had been read, Mr. Craig took Joteshwur into an inner room; they consulted for a short time, and I and Joteshwur then left Mr. Craig.

8. *Rs.* 2,000 was paid by Joteshwur, in my presence, to Mr. Craig five or six days after the meeting I have mentioned. I asked Joteshwur why he paid the money to Mr. Craig; he did not answer me, but Mr. Craig told me that he wanted to pay it to a certain influential person. I asked the name of the person; Mr. Craig did not tell me the name; upon this I told Mr. Craig I could not interfere in the business; I am a poor man; and we left him. Whether at the same meeting or not, I do not now recollect, but Mr. Craig told me that Bhana, the former agent of Baba Nafra, had presented a petition to the Government, regarding the Potdaree transactions between the firm of Hurry Bhugtee and Gungadhur Shastiee's sons, and he wanted to pay to the influential person to get his interest.

9. He did give me information regarding Hurry Bhugtee's affairs in Joteshwer's presence, but I cannot recollect now what the information was.

10. I did not write to Baba Nafra; Joteshwer wrote himself, but I do not know the purport of his letter.

11. In certain letters from Baba Nafra to Joteshwer he mentioned the cases of Bhashkerrow Wittol, Joiteebayee Setanee, and Govindrow Guikawar, and ask whether Mr. Craig would take them in hand and insure for them success. Joteshwer asked me to accompany him to Mr. Craig, which I refused. Fifteen or 16 days after the second meeting, Joteshwer brought a Goozerathee letter to me, and stated that it was from Baba Nafra, saying that I should not refuse to assist him (Joteshwer) and Mr. Craig; then, at the persuasion of Joteshwer and Mr. Craig, I was induced to interfere in the business.

Note.—The second meeting here alluded to by the witness was the one which took place when the 2,000 rupees was paid to Mr. Craig, as stated in answer 8.

12. In a certain letter received by Joteshwer (does not recollect the date), from Baba Nafra, it was mentioned that Colonel Outram had applied to Government to cancel the guarantee of Hurry Bhugtee, and that the person who had received the 2,000 rupees should get the assistance of that influential person, but the influential person's name was not mentioned in the letter.

13. I do not know where he is at present.

14. I do not know what power Mr. Craig possessed, but I heard from Joteshwer, that Mr. Craig made him believe that Mr. Reid was the person whose influence was to be obtained.

15. I do not recollect whether Joteshwer or Mr. Craig mentioned to me that Colonel Outram had written to Government against Nursoo Punt, but one of them did so, and stated that it would be in favour of Nursoo, I think, by Mr. Reid's influence.

16. No, he did not; Baba Nafra never wrote to me direct.

17. Baba Nafra's son requested me to take him to a gentleman, and I took him to Mr. Cole, of the Military Accountant's office, and we consulted about the money of the late Mr. Williams's estate in Mr. Compton's hands, and Joetabay's case. Neither Baba Nafra or his son ever told me that they had interviews with any European gentleman in his garden.

18. In 1849; early in that year, I think.

19. I think about 10 months.

20. He came to Bombay several times.

21. Yes, I did.

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22. The reason of our going was to mention to her, that her son had gone away with 10,000 rupees, and had deceived Baba Nafra and Joteshwer; she said, she did not know anything of her son's transactions with Joteshwer. We asked her to forward a letter to her son, which she promised to do. At the request of Joteshwer I wrote a letter to Mr. Craig, and sent it to her the following day.

23. No, she did not.

24. No.

(signed) *Ragoba Moroba.*

ANSWERS of *Ragoba Moroba* to Questions put on behalf of the Accused (Nursoo Luximon.)

1. No.

2. Baba Nafra never wrote any letter to me.

3. I never had any correspondence with Nursoo Luximon, or any one on his behalf.

(signed) *Ragoba Moroba.*

ANSWERS of *Ragoba Moroba* to Questions put by the Commissioner.

1. About four years.

2. I have not.

3. Since the year 1846.

4. He was in the secretary's office, in the Political Department. I don't know what pay he received.

5. She appears to be an European, and a widow.

6. With his own family; a wife and one son, and his wife's sister (unmarried). I do not know their names.

7. I heard from Mr. Craig that Mr. Smith, who was employed in the Political and Secret Departments, was married to his wife's sister.

8. I think so.

9. I do not know his reason.

10. No.

11. Yes, I gave my deposition to him.

12. No.

(signed) *Ragoba Moroba.*

Taken upon solemn affirmation, before the Court of Requests, Bombay, this 29th day of August 1851.

(signed) *J. L. Johnson,* Commissioner and Clerk.

(J.)

QUESTIONS to be put to *Brijlall Doolubdass,* Banian, Sowcar of Bombay, or the Moonum Goomashta of the Firm.

1. Did your firm, from the month Magshir Sumvut 1904, to the end of Jeyet 1906, pay any sums of money Joteshwer Juharam, vukeel of Baba Nafra, of Baroda?

2. Have you entries of these payments in your books; produce them and give extracts from them, from both the journal and ledger?

3. Have you any means of ascertaining what were the numbers on the notes which you gave him; and if so, mention the numbers?

Baroda, 14 August 1851. (signed) *W. E. Frere.*

ANSWERS to Questions put to *Vizbhoocundass Narrondass*, Moonim Gomashta of the Firm of Brijlall Doolubdass, in Bombay.

1. Yes; money was paid to Joteshwer Itcharam and Bulwuntrow on account of Hurree Bhugtee, as appears from the books. I do not know anything about Baba Nafra.

2. The entries are in the books now produced.

Note.—Extracts are annexed hereto, as given by witness.—*J. L. J.*

3. No; the numbers are not entered in the books.

Taken, upon solem affirmation, in Guzeratee language, this 1st day of September 1851, before the Court of Requests, Bombay.

(signed) *Bomanjee Hormusjee*,
Commissioner.

TRANSLATION of Extracts from the Books of Pureekh Vurujlal Doolubdass, of Bombay.

EXTRACT from the (Rokud Mel) Book of Cash Receipts and Issues and (Nad Mel) Journal, as follows:

In the year Sumvut 1904 (A. D. 1847–48), paid on the part of Hurreebhaee Bhugteedass:

Rs.	
100	On Maghsur Soodh 10th, Friday (17th December 1847), paid to Bulwuntrow.
100	On Maghsur Vudh 10th, Tuesday (1st January 1848), paid to Bulwuntrow.
40	On Maha Vudh 6th, Friday (25th February), paid to Bulwuntrow.
100	On Falgoon Sood 10th, Tuesday (14th March), paid to Bulwuntrow.
50	On Veishakh Soodh 7th, Tuesday (9th May), paid to Joteshur.
60	On Veishak Vudh 5th, Tuesday (23d May), paid to Bulwuntrow.
50	On Shrawun Soodh 2d, Tuesday (1st August), paid to Joteshur.
100	On Shrawun Soodh 6th, Sunday (5th August), paid to Joteshur.
50	On Shrawun Soodh 9th, Thursday (8th August), paid to Joteshur.
50	On Asso Soodh 6th, Tuesday (6th July), paid to Joteshur.
Rs. 700	

Detail of Sums paid in the year Sumvut 1905 (A.D. 1848–49).

95	On Karteg Soodh 8th, Saturday (4th November 1848) paid to Joteshur.
50	On Maghsur Vud 4th, Sunday (14th December 1848), paid to Joteshur.
200	On Maghsur Vud 10th, Wednesday (20th December 1848), paid to Joteshur.
50	On Poush Soodh 14th, Sunday (7th January 1849), paid to Joteshur.
151	On Poush Vudh 7th, Monday (15th January 1849), paid to Joteshur.
50	On Maha Soodh 3d, Saturday (27th January 1849), paid to Bulwuntrow.
50	On Falgoon Soodh 3d, Sunday (25th February), paid to Bulwuntrow.
61	On Falgoon Soodh 4th, Monday (26th February), paid to Bulwuntrow.
50	On Falgoon Vudh 7th, Friday (16th March), paid to Bulwuntrow.
215	On Falgoon Vudh 9th, Sunday (18th March), paid to Joteshur.
50	On Chinter Soodh 9th, Sunday (1st April), paid to Bulwuntrow.
25	On Veishakh Soodh 7th, Sunday (29th April), paid to Bulwuntrow.
25	On Jeith Soodh 5th, Saturday (26th May), paid to Bulwuntrow.
25	On Assad Soodh 5th, Tuesday (25th June), paid to Bulwuntrow.
50	On Assad Vudh 9th, Saturday (14th July), paid to Bulwuntrow.
25	On Shrawun Soodh 7th, Thursday (26th July), paid to Bulwuntrow.
25	On Bhadrawa Soodh 5th, Thursday (23d August), paid to Bulwuntrow.
125	On Bhadrawa Vudh 11th, Wednesday (12th September), paid to Bulwuntrow.
25	On Asso Sood 9th, Wednesday (25th September), paid to Joteshur.
200	On Asso Vudh 14th, Monday (15th October), paid to Joteshur.
10,000	On Poush Vudh 10th, Thursday, five hoondies on Bombay, were received from Joteshur, the amount of which was carried to the account of Narain row Runchordass, and the rupees paid over to Joteshur Echabhay, and debited to the account of the former.
Rs. 13,327	

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Detail of Sums paid in the year Sumvut 1906 (A.D. 1849–50.)

275	On Karteg Vudh 10th, Friday, paid to Joteshur and Bulwuntrow.
20	On Poush Vudh 10th, Tuesday (8th January), paid to Bulwuntrow.
25	On Maha Soodh 13th, Saturday (26th January), paid to Bulwuntrow.
30	On Maha Vudh 6th, Monday (2d February), paid to Bulwuntrow.
25	On Falgoon Soodh 3d, Friday (13th February), paid to Bulwuntrow.
25	On Falgoon Soodh 13th, Sunday (24th February), paid to Bulwuntrow.
25	On Chinter Soodh 5th, Monday (18th March), paid to Bulwuntrow.
50	On Chinter Vudh 9th, Friday (6th April), paid to Bulwuntrow.
200	On Chinter Vudh 12th, Tuesday (9th April), paid to Bulwuntrow.
1,400	On 1st Veishakh Vudh 3d, Monday (29th April), paid to Joteshur.
50	On 1st Veishakh Vudh 8th, Saturday (4th May) paid to Bulwuntrow.
300	On 1st Veishakh Vudh 11th, Wednesday (8th May), paid to Bulwuntrow.
100	On 2d Veishakh Soodh 4th, Tuesday (16th April), paid to Joteshur.
25	On 2d Veishakh Soodh 6th, Friday (18th April), paid to Bulwuntrow.
Rs. 2,050	

(True copy.)
(signed) *Veerujbhookundass Naraindass.*

In presence of J. L. Johnstone, Commissioner and Clerk, Court of Requests, Bombay, 1st September 1851.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(K.)

QUESTIONS to be put to *Jevurchund Atmaram*, or the Monum Goomashta of the Firm.

1. DID your firm from the month of Magshir Sumbut 1904, to the end of Jeyst 1906, pay any sums of money to Joteshwur Itcharam, vukeel of Baba Nafra, of Baroda?

2. Have you entries of these payments in your books? Produce them, and give extracts from them from both the journal and ledger.

3. Have you any means of ascertaining what were the numbers on the notes which you gave him; and if so, mention the numbers?

Baroda, 14 August 1851. (signed) *W. E. Frere.*

ANSWERS to Questions put to *Tapeedass Moolchund*, Moonim Gomashta, of the Firm of Javerchund Atmaram in Bombay.

1. I BELIEVE some payments were made to Joiteshwer in 1906, but do not recollect the amount.

2. There are entries in the books [Note, The books for 1904, 1905, and 1906 are produced, and an extract in Goozerattee as given in by witness, is annexed hereto].

3. No, I have not.

(signed) *J. L. J.*

Taken upon solemn affirmation in Goozeratte language, this 1st day of September 1851, before the Court of Requests of Bombay.

(signed) *Bomanjee Hormasjee,*
Commissioner.

TRANSLATION of Extract from the "Roz Mel," Daily Cash Account-book of the Firm of Javrchund Atmaram, of Bombay.

Two thousand rupees debited to the account of Hurry Bhaee Bhugteedass, of the good town of Baroda, on Friday the 14th Veishakh Vudh (A.D. 10th May 1850); you wrote a letter to me, dated Sunday, Veishakh Vudh 7th (3d May), directing me to pay to Joteeram Echaram,

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Echaram, at sight, the sum of 2,000 rupees; agreeably to that the amount has been paid to the person therein mentioned, and his receipt taken for the same, and now forwarded to you. The money was paid to him in person in bank notes, 2,000 rupees.

(True copy.)
(signed) *Tapeedass Moolchund.*

In presence of S. L. Johnstone, Commissioner and Clerk, 1st September 1851.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(L.)

TRANSLATION of *Nursoo Punt*'s Defence on the Sixth Charge, addressed to William Edward Frere, Esq., Commissioner, on the 15th September 1851.

THE purport of the sixth charge preferred against me by Colonel Outram, C.B., Resident, Baroda, is, that on or about July 1848, I instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council, to substantiate which the following documents and witnesses have been produced.

DOCUMENTS.

1. Report to Government, dated 7th September 1850, No. 207, marked (B.), and its enclosure, marked (H.), and the English translation, marked (A.)
1. Report to Government, dated 26th of the same month, No. 229, marked (B.)
1. Report to Government, dated 11th October 1850, No. 244, marked (C.)
1. Report to Government, dated 11th October 1850, No. , marked (D.)
1. Report to Government, dated 10th April 1851, No. , and accompanying it a paper prepared by the Colonel, containing illustrations of my character, and marked (E.)
1. Deposition in Goozeratte, of Joteshwur Echaram, taken at the Residency on the 21st July 1850, marked (F.)
1. The letter of the Commissioner to the Resident, directing steps to be taken to punish Joteshwur Echaram for perjury, marked (G.)
1. The Commissioner's letter to Mr. Johnstone at Bombay, requesting him to take and forward answers to certain questions, and marked (H.)
1. The answers to certain questions given by Ragooba Saimpee, Paruckh Vurijlal Doolub, and Juwer Chund Atmaram, all of Bombay, marked (I.) (J.) (K.)

EVIDENCES.

1. Joteshwur Echaram, the late wakeel of the firm of Hurree Bhugtee at Bombay.
1. Bugwan Buwanee, gumashta of Parukh Hurree Bhugtee.
1. Lulloo Bugwan, gumashta of ditto.

The above documents and witnesses have been produced in reply, on which I beg to submit the following detailed remarks:

Para. 1. I first became aware of the particulars of the present accusation when the list of charges was sent in to me, prior to which I had not the slighest conception of it: since then, however, my mind has been filled with astonishment at the extraordinary nature of the calumny brought against me, because, during the time I was in Baroda I was never in the habit of going to Baba Nafra's, or he of coming to me; and we never used to consult together, or hold intercourse in any manner; and as for Joteshwur, I never so much as heard his name before, therefore how could I be acquainted with him. In the same manner I had no personal acquaintance with the other evidence, Lulloo Bugwan, although I had heard accounts of his character; on this account I could not possibly conceive what their evidence could be wanted for. At length, on the 13th August 1851, at the time of recording the proceedings in this case, and when the documents in it were produced, I became aware of the circumstance, that one day in the month of Ashad, Sumvut 1904 (July 1848), about nine o'clock at night, I went to the house of Baba Nafra, and recommended him to depute an agent to Bombay, and suggested that he should go to Mr. Reid, on which the Baba sent Joteshwur in the capacity of an agent, &c. Regarding this I beg to observe, that the statement that Joteshwur left this on my suggestion is altogether false.

Para. 2. In order to convict me of the above charge three witnesses have been produced; as one of these, Joteshwur Echaram, did not give evidence corresponding with his deposition, which the Colonel had caused to be taken down last year; he was sent by the Commissioner to the Guicowar Government in order that he might be punished for

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perjury. The other two witnesses, Bugwan and Lulloo, have given evidence in accordance with their former depositions, but their statements are entirely false, regarding which I subjoin the following remarks:

1st. These two at the present time do not distinctly state the year, but in their first deposition, a translation of which has been recorded in the proceedings, and marked (A.), they state that one night in the month of Ashad, Sumvut 1904 (A. D. July 1848), they were both in the upper story of Baba Nafra's house, at which time I came there, and gave Baba Nafra advice on the point in question. Now, I came here in the month of Jesht, Sumvut 1900 (May, June 1844), and left it in the same month of the Sumvut 1906, (A. D. 1850), and during those six years, once about the month of Veishakh Sumvut 1905 (A. D. 1849), on the occasion of the marriage of the daughter of Baba Gorwekur, when the assembly of guests took place in the upper story of Baba Nafra's house, and on which day his Highness the Apa Sahib, the Maharaj's suite, and many people of rank came there, I obtained Captain French's permission, and also appeared at this assembly, but came away with the rest of the native gentlemen, after receiving pan soparee; with this one exception, I never crossed the threshhold of the Baba's house; I was never in the habit of going to the Baba's house, and unless some one of his establishment or mine is called upon to prove it, who else can speak to the fact? These witnesses do not state any particular day to enable me to try and obtain other proof, to bring to light the falseness of their evidence. If by any chance they had, in the same manner as they have fabricated the other particulars, stated a certain day, and I had had no means of refuting their statements in court by veritable proof, then it is not in my nature to bring forward false evidence and concocted stories, to upset them. Should it appear that I do not substantiate the statements I urge in my several defences, it ought to be considered how difficult it is to produce witnesses who can refute such false and fabricated evidence. I am the defendant, therefore my oath won't be accepted. Government would of course never sanction that the witnesses and myself should be subjected to the ordeal by fire, it is therefore needless for me to urge such a proposition. Besides the following reasons, which I have submitted to show what sort of people these witnesses are, and from which, as concerns the amount of credence which ought to be attached to their statements, I rely on whatever the Almighty may instil into the mind of my judge. I have no other resource.

2d. I did not go to the house of the Baba, as above described, and it is therefore quite clear that I offered him no suggestions regarding deputing an agent; and to make known the falsity of these witnesses, I will now point out discrepancies which occur in their fabricated statements. Bugwan and the others state in their evidence that as Larbaee had gone in person to Bombay, and as it was supposed that the Joitabaee's controversy case would consequently become a very noted one, that I had for that reason, in the month of Ashad, Sumvut 1904, recommended the Baba to send an agent to Bombay; but this is entirely false, for at that time Larbaee was not in Bombay; she had a long time previously gone there, and returned to Baroda again, which will be seen on referring to the papers of June, July, and August, among the 48* untranslated petitions alluded to by Captain French, in his Report to Government, dated 15th November, and which have been recorded in the first charge. The deposition of these witnesses was originally taken on the 22d July 1850, and a translation thereof had been forwarded on to Government by the Colonel, along with his Report, dated 7th September, and they probably became aware of the discrepancy afterwards, for which reason they now state confusedly, and in an ambiguous manner, that as some three or four years have elapsed, they cannot recollect the year, but they have positively asserted in the Residency deposition above alluded to, that it occurred in the month of Ashad, Sumvut 1904 (A. D. July 1848), and that month and year are distinctly inserted in the present charge. Again, on the heading of the document marked (S.), which Colonel Outram sent into Government, along with his Report dated 7th September 1850, and which has been recorded and marked (H.) in the present proceedings, is written these words: "Memorandum containing the proceedings of an inquiry into the reasons for sending Joteshwur to Bombay, in July 1848, as an agent."

3d. Should this supposition be advanced, that if this is fabricated evidence, then why would they permit so palpable a discrepancy to occur, and why do they not all depose alike? then the reason of it is this; the principal object in bringing forward this evidence is to prove that the Baba, at my instigation, sent an agent to Bombay, in or about the month of Ashad, Sumvut 1904, and for the express purpose of negotiating with the Honourable Mr. Reid, in order that the Honourable Government might thereby entertain suspicions on the subject of the second and third charges, and direct that they be tried over again; and also for the purpose of strengthening the evidence in the first and fifth charges, by showing that this agent was deputed to Bombay principally on account of the Joitabaee's case. It is clear that these are the reasons why the present witnesses have been produced, and in endeavouring to prove the connexion in both cases, a discrepancy has occurred which, on a minute examination and careful consideration of the thread of the narrative in the document marked (E.), will be apparent. Lulloo deposes in his first deposition, that he recommended the Baba to send Joteshwur to Bombay; but as I have previously stated, I for the first time

* These papers have been produced in the First Charge, and marked (B.) and especial reference is called to the order given to Joitabaee Shettanee, dated 19th August 1848, No. 215.

time saw these witnesses when they appeared in court to give their evidence, before which I never saw them, in my lifetime, nor am I acquainted with them. Lulloo now states that the Baba was the first who mentioned the name of Joteswur, and Bugwan has also deposed in a similar manner. Proceedings of Mr. Frere on the Charges against Nursoo Punt.

5th. In like manner, Lulloo states in his first deposition that he was present and one of the party in the private consultation which took place between me and the Baba; but Lulloo and Bugwan now both declare that they were seated at a distance of 12 or 15 cubits, where they could hear some parts of the conversation, and part escaped them.

6th. It appears from the papers produced in this case, that Joteshwur went to Bombay, and expended certain monies improperly; should the Commissioner on this account be inclined to place confidence on the oral evidence of these witnesses, then I would beg to state that Lulloo Bugwan has stated in his first deposition, "At the time the suit of Hurree Bhugtee was going on, Lulloo advised the Baba, in reference thereto, to send an agent to Bombay, but he paid no attention to it. After this, in the month of Ashad, Nursoo Punt came and recommended that Joteshwur be sent, on which the Baba summoned that individual, and directed him to proceed to Bombay. Joteshwur then agreed to go, if arrangements were made regarding his personal expenses; and said at the time that he had no acquaintances at Bombay. Nursoo Punt told him to go to Bombay, see Mr. Reid, enter into good arrangements with him, and make him acquainted with all the particulars of the case, when he would have succeeded in his mission."

The purport of the above is, that an agent was then for the first time despatched to Bombay on the part of the firm, and expressly to negotiate with the Honourable Mr. Reid. In reply to this, I beg to observe, that though Joteshwur was not personally acquainted with the honourable gentleman in question, yet it does not appear from his present evidence or former deposition, that I pointed out to him in what manner he should make his acquaintance. Baba Nafra had, prior to the year Sumvut 1904 (A.D. 1848) introduced the custom of keeping an agent at Bombay on the part of the firm of Hurree Bhugtee; which fact is substantiated by the replies of Ragoba,* who states that prior to Joteshwur, Bhana Triccam was the firm's agent at Bombay, and he had preferred a petition regarding the Potedar controversy. On making inquiries into the matter, it appears that this person did send in a petition regarding the case in dispute in Bombay in the month of June 1847, which has most probably been received at the Residency; and if a search is made among the records it will be known whether it has or not; and Joteshwur himself also states in his deposition, that Bhana was a year in Bombay prior to his going there.

*Replies, No. 7 & 8, to questions put on the part of the prosecutor.

7th. In like manner, it appears from the former extract taken from the accounts of the branch firm of Parukh Vurujlal Doolub at Bombay, and in the present one now received, along with the replies from Bombay which have been just recorded in this case, that Joteshwur, for a long time previous to the month of Ashad, Sumvut 1904 (A.D. July 1848), was the agent at Bombay, and during the months of Jesht, Ashad, and Shrawun (June, July, August) of that year, was actually present there; and, on making inquiries in other quarters, I have been informed that this Joteshwur was the firm's agent at Bombay from the year Sumvut 1903 (A.D. 1847), during which period he, in the year Sumvut 1904, came here, and returned to Bombay again in the month of Cheiter (*i.e.* April 1848) of that year. In support of this the two witnesses both depose that in the month of Ashad, Sumvut 1904, at the time of deputing Joteshwur to Bombay, a hoondee for 2,000 rupees was given him, and which† Bhugwan, in his first deposition, states was accepted by the shop of Bechur Soonderchund; and from an examination of the paper of explanation furnished by Baba Nafra in reply to the list of defalcations brought against him, and which was shown to me at the time of giving in my defence on the Fifth Charge, it appears from the items of expenditure entered on account of the agent at Bombay, that this hoondie on Bechur Soondurchund was made in the month of Shrawun, Sumvut 1903 (A.D. 1847); and further on, in the month of Cheiter (April), Sumvut 1904, appears an item of 56¼ rupees as paid to Joteshwur on account of his expenses for the road on route to Bombay. If this document is therefore produced from the Residency Office, and examined, it will be clearly seen that what Joteshwur stated in his first deposition, and these witnesses have deposed in the present case, that the Baba, for the first time, in the month of Ashad, Sumvut 1904, at my suggestion, despatched Joteshwur to Bombay as an agent on the part of Hurree Bhugtee, for the express purpose of treating with the Honourable Mr. Reid, although Joteshwur and Bhana had, a long time prior to that, been at Bombay as agents on the part of the firm, is entirely false.

8th. An additional proof of what I affirm appears in the replies‡ to the questions put to Ragoba, which show that Baba and Craig were known to each other long before Joteshwur went to Bombay, and at his (Craig's) instigation, the latter was sent there by Baba, and that immediately on his arrival in Bombay he obtained an interview with Craig through the medium of Raghoba, and about five or six days after this, at his second interview, he gave him 2,000 rupees. In the accounts first given in of Vurujlal Dulub on the Margh Shood 10th, Sumvut 1905, corresponding with 20th December 1848, there is an item of 2,000

‡ Replies to No. 7 and 8, question put on the part of the Colonel

† Among these items there is but one hoondie in the name of Bechur Soonderchund, and the amount which appears in excess of the *Rs.* 2,000 is on account of the Hoondie expenses; therefore this must be the sum in question.

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2,000 rupees, which is the sum in question, as there is an endorsement on it to that effect, signed by the Colonel. Now, if this sum was received by Craig from Joteshwur, then it is clearly established from the above two reasons, that Baba did not depute Joteshwur to Bombay in July 1848 at my suggestion.

9th. These two witnesses have now deposed that they but once saw me at the house of the Baba, but Gumashta Bugwan affirms that I came three or four times at the firm, and he further adds, in a manner to arouse suspicions, that whether I came to Joitabaee on any Government business or other matters, he knows not. In the year Sumvut 1904, by the directions of the Colonel, I went several times to Joitabaee on Government business, but always took the carkoon Naraienrow, with me; I never went alone, and always was accompanied by a puttewalla, on which occasions that Gumashta might probably have been there. I remember that once, when there was some dispute about the wakeel, I went there, and then, for the first time, ascended to the (dewan khana) hall of audience, and informed Baba that, in accordance with the Resident's orders, I had introduced the wakeel to Joitabaee, and that he was not to offer any hindrance to his going to see her when he pleased. At that time Vujjabhoy and four or five others belonging to the firm were sitting there, and the Baba then gave a cantankerous reply to my message. Whenever I went there by the orders of the Resident, I was in the habit of writing a memorandum of the occurrence in the office diary, which, if it be produced and examined, the Commissioner will be convinced of the fact. During the six years I was here, except on this Government business, I never put my foot inside the shop of Hurree Bugtee; notwithstanding which, these lying Gumashtas thus give evidence to please the Colonel, and who can stop them.

10th. After a perusal of the above explanation, I feel confident that the Commissioner will be convinced in his own mind that there is not the slightest doubt that the above witnesses have given false evidence, because they are a thorough set of rascals. This Lulloo has now acknowledged that he, at the direction of Baba, procured the coolies as spurious parents to the child of Joitabaee. Now, I would beg to remark, that a person guilty of such wicked acts, who is the originator of all this disturbance; who in this case also drew up a false document in the handwriting of his son, and gave it currency; who, in the first instance, gave, and caused to be given, a false deposition in the Guicowar Government, and some little time after, when the friendly intercourse between him and Baba Nafra was destroyed and the latter imprisoned, he came to the Resident, acknowledged his guilt, and stated an entirely different story; in short, no one can tell when and what species of villany such a person may be guilty of. His character is notorious throughout Baroda. Bugwan Buwanee drew up a writing in the name of Joitabaee, stating that the child was not hers, and other particulars; and after stating in the Guicowar Court that he had written it at the request of Joitabaee, he afterwards, when his friendly intercourse with Baba Nafra was at an end, and that person was imprisoned, came and deposed at the Residency that he had written the paper in question at his (Baba's) instigation. Again, he gave another deposition at the Guicowar Court, to the effect that the writing was genuine. In this manner, after drafting such a document, and thereby creating a controversy, he afterwards gave false evidence. The Guicowar Government had awarded punishment to these two witnesses on account of the false document which had been written and the false evidence they had given; but as these people had gone to the Residency, the punishment of their crimes was not meted out to them. To prove what amount of character these two individuals possess, let a reference be made to the paper forwarded to the Residency by the Guicowar Government, and which was shown to me during the investigation of the First Charge, and which contains the decision of the punchayet regarding the amount of punishment to be awarded to Baba Nafra and others, and let the decision against them be examined, when it will be at once apparent to my judge that these two witnesses do not deserve to have the slightest credence attached to their statements.

Para. 3. By giving out that, through my instrumentality, a stigma has been cast on the good name of the Honourable Mr. Reid, it is clear that my enemies have had this object in view, that the mind of Government, as well as of all gentlemen who are acquainted with me, should become filled with disgust and prejudicial against me, and consequently preferred the present charge to accomplish their purposes. Lulloo and Bugwan have taught these rascally witnesses how to depose, and they were easily rendered conformable to their wishes, because every one was well aware that anything that was given out against me was gratifying to the Colonel, and they were desirous of obtaining his favour. In support of this, I have heard that these people, some time in the month of June or July 1850, were released from imprisonment through the instrumentality of the Resident; and as Lulloo obtained the protection of the Resident, he not only eluded punishment, but he obtained a situation in the firm with a salary of 1,200 rupees per annum; and all the claims of that firm against him were not enforced at that time, and he is now living like a gentleman, although he formerly, in collusion with the Baba, ruined the firm of Hurree Bhugtee. I have also heard that in a similar manner the nemnook of Bugwan has been increased, and the recovery of the claims of the firm against him has also been held in abeyance. These two people are capable of embarking in any diabolical act, no matter what it is. Whenever a man in authority shows kindness to any person, or pronounces him to be a highly respectable individual, that man, however disreputable a person he may be, walks about as one held in estimation. In a similar manner Joteshwur went to Bombay and expended thousands of rupees in an improper way, and probably appropriated some to himself, and being terrified lest, according to the custom of this class of soukars, he should

should be cast into imprisonment, harshly treated, and made to disgorge his peculations; whereas, hopes being held out to him by some one in the Residency, he on the 21st gave his second deposition there; and it appears that he, on that occasion, stated whatever was required of him. Now, at the time of giving his evidence he has been convinced, through his former deposition, of having committed perjury, and therefore no full or true particulars could be obtained from him.

Para. 4. Up to the present time numerous *employés* in the Government service, of greater or less influence, owing to their bad conduct, and some even from their good conduct, yet by their evil destiny, have, I have heard, been occasionally reduced to my present condition; but never before has it come to my knowledge that any person was ever charged with the crimes that have been laid at my door; however, against me has such an extraordinary false accusation been brought. In this case, a stranger has been deputed to Bombay to distribute money, who has misused the cash entrusted to him, and other parties also have made away with it from him; but this transaction has no connexion whatever with me. Therefore it is clear, in order to make the false accusation at all probable, it must be in the first place established, that I am firmly possessed with the idea that great people like Mr. Reid will accept bribes. In order to prove that there are no just causes for such a supposition, I beg to submit the following particulars:

1st. If it be urged that I have enjoyed the personal acquaintance of that honourable gentleman, that I would state that I have never served under him; neither have I been in the habit of paying him constant visits, nor have I had any familiar intercourse, of any other sort, with him. When I was in the Revenue Commissioner's Department, or on any occasion happened to go to Bombay, I may probably have once or twice gone to make my salam to him; but as at that time he was employed in the Secretariate Department, he had not a moment to spare, and I used to receive a reply from a peon that he had no time to see me, or that at some other opportunity, when he had more leisure, I might pay my respects. In this manner, during a period of 12 years, I may have seen him some seven or eight times, sometimes at his house, and at others at his office, but the interviews never exceeded a quarter of an hour. After salutations and mutual exchanges of civilities, inquiries after health, whence arrived, and whither going, and such ordinary remarks as occur at visits, I was in the habit of taking my leave. When I used to go to Bombay I occasionally, in an ordinary way, paid visits to several gentlemen of similar rank. With some I obtained an interview, and others I did not see. In this manner it happened with the honourable gentleman in question; I never in my lifetime sat and conversed with him for an hour together. And since I came to this appointment, during six years, I have never seen him, but he used to hear of me from my character, and the estimation in which I was held.

2d. As I have above mentioned, I was not an intimate friend of the honourable gentleman in question, nor had I any familiar interviews or constant intercourse of any other description with him; then that I should ever have supposed him capable of accepting bribes, must be either that that gentleman's custom was actually of that description, and his character notorious among people on account of it; or that, however irreproachable his character, I should, like other ignorant people, be supposed so stultish as to imagine that he would be guilty of receiving a bribe. It must be attributed to one of these two causes, for that such a supposition should enter into my mind cannot by any possibility be laid to any third cause. The first of these is unworthy of acceptance, for the fame of that gentleman's uprightness is spread far and wide, and it is clear the Colonel himself cannot contradict it. If he can, then his statement that this inquiry has been instituted from the character of an honourable gentleman being stigmatized, will be shown to be false, and we shall be obliged to suppose that doubts existed in the Colonel's mind respecting Mr. Reid, and that this charge was therefore, to all outward appearances, raised expressly against me through the connivance of my enemies.

3d. If the second cause, my ignorance, receive credence, I would observe in reference thereto, that the Colonel has already given me credit for great acuteness, and calls me both a knave and a rogue; he has never styled me a fool, but from his preferring this and the seventh charges against me, it would appear that I must be a confounded blockhead in his estimation. Now, were I such an arrant fool as to believe that a person who had been for some time Governor, and who was in the receipt of a monthly salary of 5,000 rupees, and the fame of whose reputation was current throughout the Bombay Presidency, and who was shortly about to return to his native land after a lengthened period of laborious service, with an unblemished character, to enjoy there a relaxation from his labours, and that such an honourable gentleman would get entangled in the snares of avarice and become engaged in iniquitous transactions, then would I not equally imagine that the Resident and Assistant Resident, people from the same country, and in less lucrative appointments, and who are desirous of continuing some time longer in the service, would also accept bribes; and what was there to have prevented me from instigating the Baboo to enter into certain arrangements here, instead of advising him to try the effect of Khutput in Bombay? If the Colonel urges that such transactions would not be permitted with him, and therefore that I did not attempt them, then I would ask how and what kind of an arrangement could I have deemed practicable with the Honourable Mr. Reid, that I should have acted thus? How such an idea has occurred to the mind of the Colonel, I cannot in the most remote degree conceive.

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In short, although up to the present time I have served under many gentlemen of high standing, yet the Colonel, taking advantage of his power, asserts that I am a bad man, then indeed the time must have arrived when all the certificates of those gentlemen are of no avail to me; therefore there is no one to depose as to my conduct and character. I would, however, wish those gentlemen to state conscientiously this much, whether, after taking into consideration the character and reputation of the Honourable Mr. Reid, as well as my sagacity and natural disposition, they are of opinion that I am such a fool as to suppose that that gentleman would accept a bribe. Should Government deem it necessary, let the evidence of 8 or 10 gentlemen be taken on the subject.

Para. 5. In this case the deposition and letter of Raghoba Moroba Shimpee, of Bombay, have been recorded. On minutely examining these, it would appear that he is one of the principal persons in collusion with Joteshwur, who misappropriated the money at Bombay, and it would seem that he and others, in the name of certain gentlemen, made away with it. It is a too well known fact to require any detailed explanation from me, that when people are such fools as to send agents to Bombay, and make them lavish large sums of money in the confident expectation of thereby succeeding in their object, there are lots of half-castes and other English writers there who swindle them in all conceivable ways; and also that the agents themselves, in order that they may be able to misappropriate the money to their own use, urge all manner of lying pretexts to their masters, such as falsely taking the names of gentlemen, the obtaining information, writing English petitions, &c.

Para. 6. In the document marked (E.), and which has been recorded in this case, the Colonel has, to the utmost of his ability, endeavoured to demonstrate that I am a very bad man, and that although my deportment has all along been such as to convince the people of this place that officers and gentlemen of high rank and standing accept bribes, yet Government has, in a very improper manner, shown partiality towards me, and in conclusion sings the praises of Baba Fudkey. In reply to this, I would observe that the Colonel is one possessed of power and authority; therefore I am unable, at the present moment, to reply in detail to all his numerous comments. He has written in a manner calculated to rouse suspicion, and ambiguously, that all the people of Baroda say so, and believe it, and have just cause for believing it; but if Government wish to institute a rigid inquiry into the circumstance of this statement, then they should appoint efficient gentlemen from other quarters; people who look into things with the strict eyes of justice, and who are proficient in and fond of research, who should institute a minute and searching investigation, and after making themselves acquainted with the opinion of the people on this matter, should inform the Government of all the particulars, when the truth will be elicited. In the 50th para. the Colonel gives utterance to inventions of the brain, that Baba Nafra appropriated four lacs of rupees from the firm of Hurree Bhugtee, and during the last four years has squandered them away in secret purposes, and of the jewels which have been abstracted, most of them, according to popular belief, are in the possession of my Residency friends, and that the greater portion fell to my share. In the 8th para. of the post-cript he states that he has reason to believe that the whole of the 78,000 rupees reached my hands. In reply to this, I would observe that the Resident kept no supervision of how Baba managed the affairs of the firm, and on this latter's being removed from his situation, he gave in a written detailed memorandum of explanation regarding the defalcations shown against him, and afterwards the adjustment memorandum prepared by the new Mooneem Gumashta, was received at the Residency from the Guicowar Government. If these two memorandums are produced and examined, it will be known how many rupees there are regarding balance of account, and what sums, on good reasons, he acknowledges to having taken away to his own house, and how many items he has fraudulently misappropriated (regarding which, in order not openly to express his guilt, he gives indefinite answers that they have been expended in secret service), and how many items there are of secret service expenditure. What is the use of writing ambiguously, and in a manner calculated to rouse suspicions that jewels have been made over to my Presidency friends? Who are my Presidency friends, and where are the jewels in question, and how and when has the sum of 78,000 rupees come to me? If it be written with due evidence and proof, it will be at once understood what it is.

The following papers should be produced in this case:

PAPERS.

1. A copy of the order received at the Residency from Government, on the subject of the petition sent in to Government some time in June, regarding the Potedar dispute by Wakeel Bhana Thiccam.

1. An extract from the paper of explanation, sent in by Baba Nafra, in reply to the deficiencies shown against him, showing the items paid to the Bombay agent in Sumvut 1903 and 1904 (A. D. 1847-48).

1. An extract from the summary of the punchayett of the Guicowar Government, showing the punishment awarded by them to Lulloo Bugwan and Bugwan Buwanie.

WITNESSES

WITNESSES.

Four Witnesses from the house of Baba Nafra.

1 - - Appajee Shenwalkur.
1 - - Narraien Row.
1 - - Ramchunder Bhutt.
1 - - Purbakur Bhutt.

4

Badrapud Vudh 5th (Monday), Sumvut 1907 (15 September 1851),
Camp, Baroda.

(signed) *Nursoo Luxmon*,
Late Native Agent,
Residency, Baroda.

(True translation.)
(signed) J. T. Jameson,
Assistant Commissioner.

(M.)

No. 2329 of 1847.—Political Department.

From *A. Malet*, Esq., Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

WITH reference to my letter, dated the 14th instant, No. 2230, I am directed by the Honourable the Governor in Council to transmit to you copy of a further petition from Bhanabhoy Teekum Vukeel of the firm of Hurree Bhugtee, dated the 12th instant, regarding the pecuniary dispute between the firm and the sons of the late Gungadhur Shastree.

I have, &c.

Bombay Castle, 24 June 1847. (signed) *A. Malet*,
Secretary to Government.

(N.)

TRANSLATION of an Enclosure received with His Highness' Yad No. 133, on the 25th January 1851.

THE following is an extract taken from the paper of explanation furnished by Baba Nafra, on the 14th Badraput Vudh, Sumvut 1906 (A. D. 4th October 1850), regarding his misappropriation of certain sums of money belonging to the firm.

Detail of Items of Expenditure entered in the Name of the Agent at Bombay:

Rs.	*a.*	
3,170	9	In the ledger for Sumvut 1903 (A. D. 1847), page 75, Bhana Triccom was sent to Bombay, for which reason his account is adjusted; this sum is debited to Meiral Bhugtee. This sum is taken from the account-books of Hurree Bhughtee.
201	-	In the Khurda rough daily cash-book for the Sumvut 1903 (A. D. 16th July 1847), page 120, Ashad Shoodh 4th, cash paid to Dwarka Khandass, by a hoondee on Bechur Soonder Chund, on his departure to Bombay; the account of this will probably be with Dwarka. This item is taken from the account-books of Samul Bhugtee.

Detailed Statement of Money sent to the Agent Joteshwur Echabhaee, at Bombay, and also of trifling Amounts paid to him at Baroda.

Sums debited in the Account-books of Samul Bhugtee to Meiral Bhugtee:

Rs.	*a.*	
2,297	9	Shrawun Shood 9th (A. D. 20th August 1847), regarding the hoondee sent to Bombay, on Bechur Soonderchund, Sumvut 1903.
56	4	Sumvut 1904, page 84, Chuiter Shood 6th (27th March 1847), paid to him at the time of going to Bombay.

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Items from the Account-books of Hurree Bhugtee.

Rs.	a.	
113	–	Sumvut 1903, page 297, Ashad Vudh 11th (A. D. 6th August 1847). A hoondee on Bombay drawn on Vurijllal Doolub.
141	¼	Sumvut 1903, page 364; Ashwun Shood 4th (13th October 1847), regarding the letter of credit for 125 rupees on Vurijlall Doolub, sent to Bulwuntram.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

(O.)

TRANSLATION of an Extract from the Summary of the Proceedings forwarded to the Residency of the Punchayett, appointed by his Highness the Guicowar, in the Joitabhaee's Case.

2. The crimes of Lulloo Bhugwan:

1 Lulloo Bhugwan states in his deposition, that Baba Nafra sent him to Meetapoor, to procure and bring spurious parents for the child, on which he proceeded to that village, and having succeeded in getting them, he brought them in. Baba, in his deposition, states that Lulloo told him that Joita Shettanee brought in the child of a Cooly of Meetapoor, and that he would produce the parents of it, but that the doing so would cost some 15,000 rupees; he therefore sent him out there. On considering both of these statements, it is evident that Baba Nafra has either sent Lulloo, with the intention of raising a malicious accusation, or Lulloo went away, telling him that the parents of the child were at Meetapoor, and promising to bring them in; however, neither of them could produce any further evidence to substantiate either of these. In whatever manner it may have happened, Lulloo Bugwan, instigated by avarice, has tempted the villagers of Meetapoor with promises of money, then brought them in, and raised a malicious accusation, for the purpose of ruining the reputation of a great house.

This crime is attributable to Lulloo Bugwan.

1 Lulloo Bugwan states in his deposition, that he, at the instigation of the Baba, caused his son, Nimsook Lulloo, to draw up a writing in the name of Bhana, promising to pay 200 rupees current money, and gave it to the Coolies of Meetapoor; but he could not produce any witnesses to substantiate the fact that he had done it at the instigation of the Baba. This appears to have been the crime of Lulloo, that he, through his longing desire for money, caused his son to draw up this false note of hand.

1 He further states, in reference to his deposition taken in the proceedings of this case, before Meer Surfraz Ali, and others, that that deposition was given falsely, by the directions of the Baba, from which it is our opinion that Lulloo Bugwan is guilty of the crime of having, through avaricious motives, perjured himself.

3

Lulloo Bugwan is guilty of the above three crimes.

6. The crimes of which it is our opinion Bugwan Buwanee is guilty:

1 In his deposition, taken before Meer Surfraz Ali, and others, and in that before his Highness' Durbar, he has stated that Joitabhaee Shettanee caused him to draft a letter to his Highness the Guicowar, to the effect that she had not given birth to a son, and in his deposition, taken before the Resident, he affirms that he did it at the instigation of the Baba, and not by desire of the Shettanee. On looking into these, it would appear from his statements that he is guilty of the crime of perjury.

1 The child of Joitabhaee was forcibly brought from her father's house, and made over to the Coolies of Amuleyare. In this transaction the above-mentioned individual was engaged. From a consideration of this, it appears to us that the above-mentioned Bugwan is guilty of being a party in the merciless transaction in which the Baba was engaged, and to which he was instigated by avarice.

2

Bayee Buwanee appears to have been guilty of the above two crimes.

Date of the summary, Ashwun Shoodh 11th, Sumvut 1907, Soorsun-eckede Kumsein, Miateen, Walif, Shakee, 1772.

(True translation.)

(signed) *J. T. Jameson,*
Assistant Commissioner.

LIST of DOCUMENTS and WITNESSES in support of the Sixth Charge.

DOCUMENTS.

Letter to Government, dated 7th September 1850 (207 B.); with Appendix (H.) and its accompaniments.
Letter to Government, dated 26th September 1850, with accompaniments.
Letter to Government, dated 11th October 1850, with accompaniments.
Letter to Government, dated 21st October 1850.
Letter to Government, dated 10th April 1851, and accompanying statement of facts.
Four Depositions by Joetshwer Icharam, dated 12th July 1850, 27th July 1850, 14th August 1850, and 25th September 1850.
Deposition of Bhugwan Bhowanee, dated 22d July 1850.
Deposition of Lulloo Bhugwan, dated 22d July 1850.
Deposition of Echaram Wunarsee, dated 15th August 1850.

WITNESSES.

Joteshwur Echaram, vukeel of the Hurree Bhugtee Firm.
Bhugwan Bhowanee, gomashta of Hurree Bhugtee Firm.
Lulloo Bhugwan, gomashta of Hurree Bhugtee Firm.

(signed) *J. Outram,*
Resident.

To *W. E. Frere,* Esq., Special Commissioner, Baroda.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 14th and 16th ultimo, the former enclosing papers of questions* to be put to Ragoba Moroba, and to Brijlall Doolubdass, and Jawairchund Atmaram, or the Moonim gomashtas of those firms, and the latter enclosing papers of questions* to be put to Mr. Morris, the assistant register in the Suder Adawlut, and to Mr. D. F. Fernandes and Mr. R. Eddy, clerks in the Secretariate, as also two documents marked (C.) and (D.).

In reply, I have now the honour to return the several answers of the parties above named, taken upon oath, or upon solemn affirmation, as also the documents marked (C.) and (D.), which accompanied your letter of the 16th ultimo.

I have, &c.

Bombay, Court of Requests Office,
1 September 1851.

(signed) *J. T. Jameson,*
Clerk.

No. 556 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram,* C. B., Resident, Baroda, to *W. E. Frere,* Esq., Commissioner, Baroda.

Sir,

WITH reference to your letter, dated 13th instant, sending to me a man named Joteshwur Itcharam, together with an extract from your proceedings of that day; and also his deposition taken on the 31st July 1850, before myself, establishing that he had perjured himself before you, and requesting that I would forward the witness and relevant papers to the proper authority in this state, with a view, should their rules extend to such cases, to the man being punished

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* Enclosures:—Papers of questions and answers of Ragobo Moroba, Visbookundas Narrondass, Moonim of Brijlall Doolubdass, Sopedass Moolchund, Moonin of Jawarchund, Atmarain, Mr. James Morris, Mr. D. F. Fernandes, Mr. R. Eddy. Two documents, marked (C.) and (D.)
(signed) *J. T. Jameson.*

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punished for the perjury, if proved against him. I have the honour to transmit, for your information, translation of a yad received from the Durbar this day, communicating the decision of his Highness the Guikwar on the subject.

I have, &c.
(signed) *J. Outram,*
Resident.

Baroda Residency,
18 August 1851.

TRANSLATION of a Yad from his Highness the Guikwar to the Resident, dated 18th Shavál Soorsum 1252 (A. D. 16th August 1851.)

A YAD was received from the Residency, dated 14th August 1851, No. 873, to the effect "that Joteshwur Echaram has been guilty of perjury before the Special Commissioner, Mr. Frere; that the case in which he perjured himself is of importance, and had he committed this offence within the territory of the British Government, he would have been punished agreeably to the Regulations; but this offence having been committed within the jurisdiction of the Guikwar Government, Joteshwur Echaram has been accordingly sent to the Durbar in order that he may be dealt with as it may appear proper, for having made a false deposition on oath; and that if any evidence is required in the matter, the same will be sent, reporting the result for the information of the Resident." In reply this Government begs to state that they have no wish to institute any further inquiries regarding the false oath taken by Joteshwur Echaram before Mr. Frere; but that this person has been fined 500 rupees for this offence, according to his capability, and has been informed that if he does not pay the amount within 15 days' time, he will be banished from the Gaekwar territory. This is written for the Resident's information.

(True translation.)
(signed) *M. Battye,* Assistant Resident.

Sir,

I BEG you will be so kind as to require the following four persons, from Baba Nafra's house, to attend the court to-day as witnesses on my behalf:

Appajee Shevulkur.
Narayenrow, Carkoon.
Ramchunder Bhutt.
Prabhakur Bhutt.

I remain, &c.
(signed) *Keshow Nurshing,*
for Nursoo Luxmon.

15 September 1851.
Monday.

Sir,

I HAVE got no more witnesses to produce in the Sixth Charge, and my defence should therefore be considered closed.

I remain, &c.
(signed) *Keshow Nurshing,*
for Nursoo Luxmon.

16 September 1851,
Tuesday.

TRANSLATION of Supplementary Memorandum to the Defence on the Sixth Charge, addressed to *William Edward Frere,* Esq., Commissioner, on the 25th September 1851.

Para. 1. ON the 22d September 1851, the Colonel produced and read his reply to my defence on the Sixth Charge, and submitted evidence thereon. Among these, one Govindrow Kishna deposes, that he saw Nursoo Punt entering the house of Baba Nafra, and that he went expressly to the native agent, Soorujram, and informed him of the circumstance, and has now come to give evidence to that effect, &c. With reference to this, I beg to state, that as I could not comprehend the reason of this person giving such radically false evidence at the time of his unexpected appearance to depose, I was so overwhelmed with astonishment, that I could not cross-examine him. Afterwards, on taxing my memory, and making other inquiries, I recollected that, on the death of his father, the Guicowar, Government had appropriated certain land and small Government allowances, formerly appertaining to his family, but which were not guaranteed to them, and on this subject he had preferred a complaint

plaint at the Residency during the time I was native agent, and some letter must have been sent to the Durbar about it; but as he did not enjoy the Government guarantee, his case may not have succeeded at that time as he wished it, from which anger has been kindled in his breast against me, and, instigated by avarice, having become impressed with the confident hope that the Resident could cause such arrangements as would lead to the restoration of his land, &c., he, by the advice of my enemies, has used most strenuous exertions to be summoned as a witness, and now deposes in this false manner. I am firmly convinced of the truth of this assertion, in support of which I beg that the proceedings of his suit be brought from the Residency dufturs, when everything will be cleared up.

2. In the act no limited period is fixed for the summoning of witnesses at the time of the prosecutor's replies, and they have, from time to time, unexpectedly been brought forward. On this account, when a false witness all at once makes his appearance, I find it exceedingly difficult to put questions to him to enable me to discover for what reason he has been got up; but I have no remedy.

3. As this case is closed, I cannot now enter into further particulars, but I have to request that your honour will write such an endorsement on this, my memorandum, as you may deem fit, and attach it to the proceedings in this case.

(signed) *Nursoo Luxoman*,
Late Native Agent, Residency, Baroda.

Badrapud Vudhy 30th, Sumvut 1907
(25 September 1851).

Postscript.—The Colonel has produced from the dufturs the papers connected with the case herein alluded to, and an extract of the endorsement of the Colonel, dated 20th October 1847, has been taken, and accompanies this memorandum. Date as above.

(signed) *Nursoo Luxoman.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of an Extract accompanying the Supplementary Memorandum to the Sixth Charge.

A YAD, dated Ashwun Shoodh 11th, Sumvut 1903 (A. D. 20 October 1847), from Lado Krishnarao, was presented at the Residency by Govind Row Krishna, on the 20th October 1847, to the following purport: The Resident's letter, enclosing a copy of the yad received in reply from the Durbar, regarding some lawfully purchased land and Government allowances, has been received, &c. Underneath this appears the following endorsement by the Resident:—

"1. Regarding the above, the petitioner was informed that, as he had made allusions in his yad to (Seevaiee Nemnook) additional stipends, and the maintaining of a palanquin, that the Resident could not write to his Highness on the subject. If he has any more particulars to relate regarding the land, about which he has already received his Highness the Guicowar's answer, he must make them the subject of another yad to me, which shall be forwarded to his Highness for his information.

(signed) "*J. Outram*,
"Baroda Residency, 20 October 1847." "Resident."

The above extracted endorsement has been copied from the original document.

(signed) *Nursoo Luxoman*,
Late Native Agent, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

No. 644 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

With reference to the yad presented to you in court yesterday, by Nursoo Punt, with a copy of which I was furnished, together with accompanying copy of an endorsement by myself on a petition from Ladoo Crustna, dated 20th October 1847, which he adduced to show that the witness was actuated by malice to give false testimony against him; because he (Ladoo Crustna) attributed the unfavourable reception of his claims on that occasion to his (Nursoo's) adverse influence, while he at the same time insinuates, that more favourable decisions have subsequently been obtained for Ladoo Crustna from me, which also may have contributed to induce the witness to testify against him.

2. Without commenting on the fact that Nursoo Punt hereby admits that heretofore he had denied that his influence at the Residency was understood to be exerted for or against suitors, I beg leave to place before you authenticated copies of endorsements on the petitions of Ladoo Crustna, dated 8th and 20th January last. The latest decisions that have been passed on the petitioner's claims, which you will perceive are even more unfavourable to Ladoo Crustna than the decision of 1847, produced by Nursoo Punt.

3. With regard to Nursoo Punt's complaint that the unexpected appearance of this witness rendered him unable to put questions to him, you will doubtless recollect that not only did Nursoo put several questions to the man, but that he dictated a mode of adjuration on putting his last question, which he hoped would deter the witness from answering it; yet, not only did the witness unhesitatingly repeat the formula imposed by Nursoo, but he at the same time solemnly called God to witness that he spoke the truth.

4. The propriety of calling witnesses in reply to the defence, without previous intimation to Nursoo Punt, must, I think, have been rather forcibly impressed on your mind in the course of these investigations, from what you have observed of the demeanour in your court of several of these witnesses with whom Nursoo Punt had had previous opportunity of communicating; and a strong exemplification was afforded by Gunput Row, the witness examined immediately before Ladoo Crustna, who had been summoned through the Durbar on the previous day. This witness though he had voluntarily come forward in the office, only two days previous, to inform the native agent in the presence of two other persons, that he had frequently seen Nursoo Punt visit Baba Nafra at night, and that he himself had on one occasion been sent down stairs from the room in which the Baba and Nursoo were sitting, in order that they might consult together, deponed in Court that he had never seen Nursoo in the Baba's house.

I have, &c.
(signed) *J. Outram*,
Resident.

Baroda Residency, 26 September 1851.

Translation of an Extract from the Residency Diary.

Lado Krishna and brothers presented a petition to the Resident, dated Kartey Vudhy, 11th, Sumvut 1907 (A. D. 29 November 1850), and registered No. 1319, regarding a dispute about some lawfully purchased land, and other particulars, and on this subject a yad also was received from his Highness's Durbar, dated Chundr 5, Rubel Awal Sunhede Kumsein (A. D. 8 January 1851), registered No. 51, underneath which the following endorsement was entered:—

Endorsement.

The order regarding the above is this: Bhow Tambekur, of the Guicowar government, and Lado Krishna and others, have been confronted together, and Lado Krishna has been warned to behave properly according to the orders of his Highness; and that if any clamorous complaint again arise on any business, the Bombay Government will be written to on the subject, &c.

11 January 1851, Baroda Residency.

OF OFFICERS OF THE BOMBAY GOVERNMENT. 1581

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The letter written to Lado Krishna and others, in reply:

No. 50.

To *Lado Krishna*, *Naraien Row Krishna*, and *Govindrow Krishna*, of Baroda, from Colonel *Outram*, Resident, Baroda.

YOUR yad, dated Karteg Vudhy 11th (A. D. 29 November 1850), along with an enclosure in reply to another from the Residency, dated 21st October 1850, No. 677, regarding the appropriation of your lawfully purchased land has been received. In reply thereto, it appears from the enclosure received with his Highness's yad, that the land above alluded to is Government talput land, and therefore that your claim cannot be attended to, &c.; and in the yad now received from you, instead of quoting any examples in support of the disputed property, you have given a long detail of particulars in the form of a dialogue. It therefore appears needless to the Resident to send such a case without an object to the Guicowar Government. If you have any strong convincing proof to substantiate your case, you should send it.

Poush Vudhy 3d, Sumvut 1907 (A. D. 20 January 1851), Baroda Residency.

(signed) *M. Battye*,
Assistant Resident, in Charge.

Witnessed, Soorujram Gungaram.

(True copy.)

(signed) M. Battye, Assistant Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

TRANSLATION of the Supplement to the Defence on the Sixth Charge, which was handed in to the Commissioner on the 15th September 1851.

ON the 25th of the current month, the Commissioner informed me that he had become aware of the fact, that the year 1848, which appears in this charge, ought to be 1847; and told me that if I had on that account any additions or alterations to make in my defence, that I should draw up and present a supplementary reply to it. In compliance therewith, I now beg to submit the following additional paragraphic explanation:—

Para. 1. The Colonel now gives out that a mistake has occurred in the date of the charge, and that the year 1848 has been inserted therein in place of 1847. In reply to this, I beg to observe, that the year 1848 has been knowingly inserted, and not in ignorance; because, as I have already pointed out in the third clause of the 2d para. of my defence on this case, that this charge was at the time prepared against me principally with the object of establishing the fact, that I was connected with the firm of Hurree Bhugtee, with a view of upsetting the decision Government had formerly come to on the second and third charges, and therefore the year 1848 was introduced in it. From the circumstance of documentary proofs having been produced to show that Larbaee was not at that time at Bombay, the points of the case could not be brought to bear, and therefore the year 1847 is now stated as the time; but the case of Govindrao Guicowar, the subject of the second charge, regarding which the Colonel sent in a report to Government for the withdrawing of the Government guarantee, did not occur in the year 1847. The first commencement of it only took place in 1848, and Lulloo Bugwan, in his deposition taken on the 22d July 1850, has stated that at the time I suggested the propriety of sending Joteshwur to Bombay, I also mentioned the different cases for which he was required, and among them I alluded to this one. Therefore, in the same manner as the circumstances regarding Larbaee cannot be shown to have any connexion with the year 1848, so this case can bear no reference to the year 1847.

In short, from this, it is quite clear that the whole of the other particulars cannot correspond, as the Colonel declares would be the case merely by altering the year.

Para. 2. Further, there would appear to be another object in view in introducing the year 1848 at the time of preferring this charge against me, viz.:

615. 9 S 2 Jairam

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Jairam states that he wrote the petition under the fictitious name of Venack Dhondeo Abscumkur; the particulars of which are, that I openly gave out that a friendship of a secret nature existed between Mr. Reid and myself, and that I screened Baba Nafra, and did not permit the complaint of Joitabaee to obtain redress. Having thus far represented, the petitioner further goes on to state, that I now publicly declare that "Gunnesh Punt Azay and Bafa Nafra are my relations, and consequently I have ample resources with the Guicowar Government, therefore I am not afraid of anything. I will spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and will continue to hold this situation." The above is the purport of the petition; therefore by inserting the year 1848 in the charge, it connects the circumstance closely with the time of despatching the agent to Bombay; and, in order to make Government imagine that this fact was established, the Colonel sent in reports: one regarding the sixth and seventh charges, and the other a reply to the Government order to which I have alluded in the preceding paras. In this manner, two reports of the same date and number, viz., 7th September 1850, and No. 207, marked (A.) and (B.), were prepared at one and the same time, and forwarded in to Government; but the Colonel's object was not effected.

Para. 3. In cases where false oral evidence has been produced, the falseness of such witnesses can only be discovered by noticing the discrepancies which occur in their fabricated statements; besides which, what other method can by any possibility be adopted? In like manner has it occurred in the present instance; and therefore, to bring to light the lies of these people, I, in my first defence in this case, clearly proved that Joteshwur went to Bombay in Sumvut 1903 (A.D. 1847). As there was then no alternative left to Goomashta Bugwan, he has deposed, in his second evidence taken on the 22d September 1851, that it is the custom in the Guicowar Sircar to reckon the new year (Sumvut) from the commencement of the Mrig.; and that therefore he, thinking this some Sirkaree business, in his first deposition at the Residency, stated Sumvut 1904 (1848) as the year; but if the commencement of that year was reckoned from the Dewalee, then it must have been Sumvut 1903 (1847) at the time. With reference to this, I would beg to observe, that in the Guicowar Court it is for the most part usual to write the Arabic year; that is, Soor Sun, &c., in full, and afterwards the corresponding Sumvut; the commencement of the year is never calculated from the Mrig., except in the accounts rendered from the districts and other parts. Among soukars, private correspondence and every day transactions, as well as in ordinary conversation, it is the invariable custom to reckon the new year from the Dewalee, and the Commissioner has most probably learned this circumstance already from the account-books and evidence of Bugwan. Further, none of the witnesses in any of their depositions have stated the new year as commencing from the Mrig. Neither this Bugwan or any of the other goomashtas of the firm of Hurree Bhugtee, in their depositions taken in July 1850, regarding the subject of the first, nor Goomashtas Damodhur and Bapoojee regarding the Fourth Charge, marked (C.) and (D.) They have all stated in their depositions the year as commencing from the Dewalee. The question now follows, which should be well considered, was this alone a Government case, that Joteshwur, Lulloo, and Bugwan have all of them, in their depositions taken on the 21st and 22d July 1850, after calculating the new year as commencing from the Mrig., deposed that I, in the month of Ashad, Sumvut 1904,* went to the house of Baba, and offered certain suggestions. All these goomashtas, in every deposition that they have given at the Residency, have stated such particulars as to show that the new year commences from the Dewalee; this therefore has led the Colonel to notice the circumstance of the year 1848. From this, it is evident, that as the falsity of the goomashtas was clearly established by documentary proof, they are endeavouring to hide it by introducing the pretext that the year commences with the Mrig.

A. D. July 1848.

Para. 4. In the Residency also, in every document, letter, and deposition, the year is reckoned from the Dewalee. If on any occasion, owing to the matter having some connexion with accounts, the year (Sumvut) was made to commence on the Mrig., it is almost the invariable custom to write the word "fussil" before the Sumvut. The Colonel, at the time of his reply in this case, produced certain yads, which had been received from the Guicowar Court, to prove

prove that it was the custom to reckon the new year from the Mrig. But in all answers sent, &c., from the Residency, the corresponding Sumvut is inserted, showing that it is calculated from the Dewalee; to substantiate which, I beg a reference be made to the papers in the office, as well as the documents recorded in this trial, when it will be at once apparent what a multitude of inaccuracies will occur in every matter by thus altering the year.

Para. 5. On the subject of the particulars above detailed, there is no occasion for my enlarging. My judge will notice it all. Now it is shown that Baba sent Joteshwur to Bombay in July 1847, *i. e.*, in the month of Ashadh, Sumvut 1903; but to say that it was done at my instigation is not true, which the following reasons will fully corroborate:—

1st. Raghoba Shimpee, in the paper of his deposition marked (I.), in his reply to a question put to him by the Commissioner, acknowledges to having been acquainted with Craig from the year 1846; and to Question No. 8, as to whether, prior to the arrival of Joteshwur in Bombay, he had had transactions of any kind with Craig regarding the present case, he has replied in the affirmative that he thought he had: and it further appears from the tenor of his statements, that from the time of Bhana, who was the agent at Bombay on the part of the firm of Hurry Bhugtee a year previous to the arrival of Joteshwur, this course was observed. In support of which, he, in his reply to the second question of the Colonel, states that Joteshwur himself came to his house; and, in his reply to No. 5 question, he acknowledges that he brought about an interview between Joteshwur and Craig; and it will further appear from his reply to my question, that I was never in my life acquainted with him, or had any transaction whatever with him then. Unless Baba Nafra and he had been previously associated together by some ties, how would Joteshwur have gone unasked to the house of Ragoba? And further, if he had not previously been in some way connected with Craig, then how would he have taken Joteshwur to Craig's house? This is quite plain.

2d. It is further clear, from the replies of Ragoba to the Questions 7 and 8 of the Colonel, that Bhana Triccam sent in a petition to Government regarding the Potedaree dispute, and that the Baba gave Craig 2,000 rupees at the hint of that person himself, and sent Joteshwur to him. Particulars corresponding with these appear in the deposition of Raghoba, taken by Captain Barr on the 12th September 1850, recorded and marked (B.)

3d. From the circumstance of this witness being a long way off, although a great number of questions have been put to him, and his replies received to the whole of them, yet such satisfactory evidence has not been obtained as if he had personally appeared as a witness before the court; and as Craig is not to be found, it is very difficult to obtain sufficient proof to substantiate the matter. However, so much is established, that Baba was in the habit of making "khut-put" in Bombay through the instrumentality of either Craig or Raghoba prior to the arrival of Joteshwur in July 1847; the proof of which is, that in the paper marked (N.) and recorded by me, there is an item of *Rs.* 31,070. 9., debited to Meiral Bhugtee, as a closing of the Bombay account of Bhana Triccam; and from the paper marked (M.), it appears that this agent went to Bombay expressly to petition Government regarding the Potedaree dispute. For a length of time antecedent to the month of July 1847, deceived by the delusive artifices of Raghoba and others, the useless squandering away of money had been commenced. Subsequently, Joteshwur went there with the same object, and relieved Bhana; but it does not appear that Larbaee's having proceeded to Bombay was the sole cause of his going.

4th. To substantiate this, it will be seen from the document marked (N.), that the hoondee for 2,000 rupees on Bechur Soorchund, given to Joteshwur in the month of August 1847, is not the only item debited to Meiral Bhugtee; but in 1848, about the month of April, when Joteshwur was going again to Bombay, a sum of *Rs.* 56. 4. was given to him on account of expenses for the road, which is debited to the same account.

5th. From Raghoba's replies to the 11th and 12th questions of the Colonel, it will be distinctly seen that after Joteshwur had proceeded to Bombay regarding the Joitabaee dispute, and the cases of Baskerow Vittul and Govindrow

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Guicowar, that Baba Nafra wrote him a letter, directing him to come to some arrangements with Craig; consequently he could not have deputed him to Bombay, on this account, at my instigation.

From the above and other particulars, the Commissioner will perceive that I am in no way connected with the circumstances of having offered suggestions to the Baba, when he deputed Joteshwur as an agent to Bombay in 1847.

Para. 6. Some time in the month of January 1849, about a year and a half after Joteshwur had gone to Bombay, and became the fixed agent of the firm, he, being held in expectation by Raghoba and others, made away with large sums of money, and he knows best what use he put them to. What positive proof is there that the whole of this money reached Craig, or that Craig, in taking this money from Joteshwur, took the name of the Hon. Mr. Reid? It appears, from Raghoba's answer to the 14th question of the Colonel, that he was informed of this circumstance by Joteshwur. Prior to the taking of Raghoba's first deposition at Bombay, in September 1850, that of Joteshwur was taken here in July of the same year, and in it the name of that honourable gentleman is mentioned, which Raghoba must in some way or other have been informed of.* Therefore it does not appear at all extraordinary that he should, in his deposition taken on the 12th September 1850, and in his present replies, have deposed as above-mentioned, because he had been for a long time previous on terms of intimacy with Craig, and he himself took Joteshwur, and procured him an interview with him. There is, therefore, no doubt that Raghoba is perfectly well aware by what contrivances and what amount of money Craig succeeded in obtaining from Joteshwur, and in whose name it was taken.

Para. 7. In conclusion, I beg to observe that some one has instigated Joteshwur to take the name of this honourable gentleman, because he does not do so in his first deposition, whereas in his second he mentions the circumstance; and now at the time of giving his evidence he does not at once acknowledge that he gave the money to Craig in the name of Mr. Reid. From the circumstance of his having previously stated it in his deposition, he again mentions the name, but in a confused manner. I am unable to show at the present time why he has, in his deposition taken on the 21st July 1850, brought forward the name of this honourable gentleman, and therefore I can furnish no written explanation regarding it. The Colonel asserts, that as papers were discovered in his house he became alarmed, and consequently stated all the particulars in his second deposition; but in the bundle of papers discovered, which were opened and examined in this Court, no paper of any such importance came to hand as to induce this, and I cannot comprehend what could be the cause of his alarm and consequent bewilderment. The fact of the matter is, that Bhana Triccam and Joteshwur, on going to Bombay, knowing that they would have to send in petitions, endeavoured to make "khutput" there, in the hope of thereby succeeding in whatever business they might be engaged in; and a set of rascals having humbugged them, have more than probably appropriated the money; but that these agents were originally deputed from this place, for the express purpose of bribing Mr. Reid, is entirely false. It should be especially borne in mind that, as this gentleman has now returned to his native country, it has become a very safe matter to take his name openly, and that it is impossible for me in this case to bring forward further evidence before my prosecutor, a person in power, to refute the unheard-of false accusation which has been raised against me.

Sumvut 1907, Ashween Shoodh 2d (Saturday, 27th September 1850).
Camp, Baroda.

(signed) *Nursoo Luxoman*,
Late Native Agent, Residency, Baroda.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

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* From an anonymous letter among the papers, marked (B.), it appears that Raghoba got the information that in the inquiry regarding the 10,000 rupees, that Joteshwur had not taken his name, from which it is clear that he made Raghoba acquainted with the purport of his deposition.

No. 658 of 1851.—Political Department.

From Lieutenant-Colonel *J. Outram*, C. B., Resident, Baroda, to *W. E. Frere*, Esq., Commissioner, Baroda.

Sir,

NURSOO PUNT having submitted a supplemental defence on the Sixth Charge, I beg that I may be permitted to offer a few observations thereon.

2. He now asserts that the date first specified in this charge, *i. e.* July 1848 (which I have shown to be an error for 1847), was deliberately fixed, with a view to connect the deputation of Joteshwur to Bombay with my recommendation to annul the Hurry Bhugtee bhandry, in the Govindrow Guikwar case, which happened to be incidentally alluded to by Lulloo Bhugwan, as one of the cases pending at the time of Joteshwur's mission.

3. In reply to this, I have merely to point out that the charge specified "on or about July 1848," as the date of the occurrence, whereas my report, recommending the cancelling of the Hurry Bhugtee bhandry, was not written till the 31st of August following.

4. That the goomashtas of the Hurry Bhugtee firm, should include the case of Govindrow among the matters under discussion three or four years ago, when questioned as to what cases were then pending, is natural, for the claim had been advanced by the firm against Govindrow for many years previous; but Joteshwur, as well as Bhugwun Bowanee and Lulloo Bhugwan, in their sworn deposition before me, distinctly declare that the subject on which Baba Nafra consulted with Nursoo Punt was Joitiebaee's complaint, which her mother Larbaee was then prosecuting in Bombay, and that this was the principal object of Joteshwur's mission. The two former make no allusion to the Govindrow case, and Lulloo merely does so incidentally, as one of the cases then pending; and when again examined before the commission, both Bhugwan and Lulloo are perfectly consistent in describing the Joiteebaee case as the chief object of the mission.

5. Joteshwur's perjury before the commission renders his former testimony unavailable; but it is, I trust, recorded in the case. But the mere fact of the man having now forsworn himself, must, I presume, be held as more damnatory to the accused than even his previous direct evidence against him, for none but the accused could have been interested in inducing that perjury.

6. That Joteshwur, Bhugwan Bowanee, and Lulloo Bhugwan, implied July 1847, when deposing before me, instead of July 1848, as erroneously translated, is shown by their stating, in those depositions, that three days afterwards a hoondee on Bombay, for 2,000 rupees, was obtained from Bechur Soorchund and delivered to Joteshwur, who cashed the said hoondee in Bombay on the 18th August 1847, as proved before the commission. This fact having been established, it is unnecessary for me to say anything further regarding the date; but I beg to lay before you petitions from Joiteebaee and her mother Larbaee, dated 15th June, 29th July, and 2d August 1847, which will satisfy you that Larbaee was then in Bombay, and had been so since March of that year, prosecuting her daughter's cause, to counteract whom was the principal purpose of Joteshwur's mission.

7. Nursoo notices, as a discrepancy, Bhugwan Bowanee having in this case given the Marugshur year, whereas in Cases 1 and 4, his, and also the depositions of Damodhur and Bappoojee, are dated according to the Duvalee year. The explanation is simple. The other depositions of Bhugwan (which I have not here to refer to) may happen to have been taken from Margshir to Vyshak, during which period the "Marugshir" does not prevail. Damodhur and Bapoojee's depositions related, I find, to what had taken place within that period; besides, they are in the habit of transacting shop business alone, where the Duvalee calculation is used. They naturally, therefore, would use that mode of computation; whereas Bhugwan, having the management of villages mortgaged to the firm, and of general transaction with the Durbar, &c., would be apt to date according to the Marugshir mode of computation.

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8. As to Nursoo Punt's deductions, that because Bhana (the former vakeel whom Joteshwur superseded) had a previous understanding with Mr. Craig and Ragoba, that because Ragoba introduced Craig to Joteshwur, and that because he (Nursoo) had no previous acquaintance with Ragoba, he could not possibly have suggested sending Joteshwur to Mr. Reid, it is such sheer quibbling as to be unworthy of reply. Nursoo is not accused of instructing Joteshwur how to reach Mr. Reid; he is accused of having indicated Mr. Reid as the party to be applied to, and Joteshwur would of course look to the Baba's Bombay agents for the means of obtaining access to that gentleman. They well knew that Mr. Reid was not accessible to such influences, but they did not undeceive the Baroda envoy, because it was their object to secure to themselves what Joteshwur supposed reached Mr. Reid.

9. Nursoo infers that, because Joteshwur did not mention Mr. Reid's name on his first examination, he had been instructed to do so when examined the second time. On turning to those depositions, you will observe that when first examined he denied everything; when next examined he disclosed much, and every tittle then disclosed by him at Baroda was confirmed by Ragoba in Bombay, and by the Bombay sowcars' books, not only as respects the sums paid to Mr. Craig in Bombay, but as regards the name of Mr. Reid having been used.

10. Nursoo declares that the papers under attachment contained nothing to cause Joteshwur to apprehend their being examined. That Joteshwur did dread their examination is shown by his disclosing what he did to prevent their examination, which disclosures have been proved to be truthful. He from the first said they contained nothing relating to recent transactions (those papers having been left in Bhoy), but he admitted that they would criminate others to whom he had religious ties. When examined before the commission, only the few papers bearing a date subsequent to 1848 were looked at, all those of an older date being put aside; but enough was seen of the latter to show that they convict Joteshwur's allies, Briglal and Sarabhoye, of the practices which he was so anxious to conceal, but which I am interdicted from inquiring into.

11. I see nothing further in Nursoo Punt's supplemental defence requiring notice.

I have, &c.
(signed) *J. Outram,*
Resident.

Baroda Residency,
29 September 1851.

SIXTH CHARGE.

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Baroda, 21 October 1851.

(signed) *W. E. Frere,*
Special Commissioner.

PROCEEDINGS.

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

Wednesday, 13 August 1851.

THE Commissioner resumes proceedings to-day from the adjournment of yesterday.

The prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in explanation of the sixth article of charge.

The prosecutor gives in the following documentary evidence, which is recorded:—

Letter from Colonel Outram to the Chief Secretary to Government, No. 209 B., dated 7th September 1850, with Appendix (H.) (A.)

Ditto, ditto, No. 229, dated 26th Sept. 1850, with accompaniments (B.)

Ditto, ditto, No. 244, dated 11th October 1850, with accompaniments (C.)

Ditto, ditto, No. , dated 21st October 1850 (D.)

Ditto, ditto, No. , dated 18th April 1850 (given in on the first charge, and accompanying "Statement of Facts" (E.)

The prosecutor now proceeds to call the witnesses in support of the prosecution.

Joteshwur Icharam is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Joteshwur Icharam.

I went to Bombay in 1903; I was then taken into Hurree Bucktee's service. I came back in 1904, and lived sometimes here and sometimes in Bombay. I went to Bombay on business; it was the Baba, Baba Nafra, sent me. There were three or four pieces of business; one the Shastree's business, another Baskerow Wittul's, a third Govindrow Futtehsing's, and a fourth the Shettanee's. I was to make petitions about Govindrow Futtehsing's business; the petitions were to be made to Government. My master knows why he sent me instead of sending petitions by post; I was to write petitions and give them to the Government, and then to write the answers here. It was to the Governor and Council I was to make petitions; I was to make petitions in the Governor's name, in no other gentleman's. I went one Saturday and saw the Governor in kutcherry, and made my salam to him, but did not see him again; I did not meet any other gentleman. I was only sent to Bombay to make petitions. I spent about 25,000 or 30,000 rupees in Bombay; I staid in Bombay three years to spend this money. I had 100 rupees a month; 50 rupees for pay, and 50 for expense. I deposited 8,500 rupees on account of an attachment on the house of Hurree Bucktee in the Supreme Court, and about 1,000 rupees to the barrister. It was at the suit of Balcristn Gopall the attachment was levied; the money has since been recovered from the sheriff, and been brought back here about a month or fortnight ago. I do not recollect the date on which I gave the money to the sheriff; I had his receipt for it, and having sent back that, got the money. It was not cash, it was notes that I gave the sheriff; I got some notes from Brijlall Doolubh, and others from Jevurchund Atmaram. I did not get all from Brijlall Doolubh of the money I had to pay into court; I got some from both. I got 10,000 rupees notes from Brijlall Doolubh on Poush Vud 10th, 1905; I gave that to Mr. Craig, an European. I had been moving about everywhere, but met no one who would do my work for me; but seeing him, and he promising me to settle my business, I gave him the money with that desire. He did not mention for whom he took this money. I do not know who he was that he should have settled my business for me; I paid the money on his statement. I did not give the money to be paid to Mr. Reid, he said he would give it to him. Baba Nafra did not send me from here to see Mr. Reid, he sent me from this to do the work. I did say before, that Baba Nafra had told me that Nursoo Punt had said that I should go to see Mr. Reid. I was not present when Nursoo Punt said this: "I did not say before to any one, that about Sumbut 1904 the moonum goomashta of my Shet, by name Baba Nafra, called me one night about eight o'clock to his house, and desired me to go to Bombay as a case of our Shet's is going on there, and that he had got Dufterdar Nursoopunt Dada's advice in the matter, who said, 'Send a person of your's to Bombay, and on his going to Mr. Reid the business would be instantly settled.' Nursoopunt, Dada Lulloo Bugwan, and Bugwan Bowanee were sitting there

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there at the time." What I said then is what I have said now. "I did not meet Mr. Reid when in Bombay; I went once to Mr. Reid's when in Bombay, and took some fruit to him, but I did not see him again. The signature on the paper now shown me is mine.

The above document is recorded (F.)

Wrote letter to the Resident enclosing the above document and copy of the above deposition, with a request that he will forward them, together with the witness Joteshwur, to the proper authorities in Baroda, in order should perjury be proved against him, and the crime as now committed be punishable, that he might be punished for it (G.)

The witness is removed in custody.

Bugwan Bowanee is called in, and Affirmation having been administered to him, he is examined by the Prosecutor.

Bugwan Bowanee.

I was goomashta in Hurree Bucktee's firm about three years ago. I saw Nursoopunt there once, it is true, about that time; he came there about Baba's having snatched away Joitabhaee's child Moteelal. At that time they sent for Joteshwur Bhut, and had some conversation about sending somebody to Bombay. Larbhaee was then in Bombay, and it was about her that he was being sent. He was to go there and meet Mr. Reid, and to settle the business, and if a rupee or two was to be spent anywhere, he was to spend it. It was Baba mentioned Mr. Reid's name. Joteshwur is a Bhomia of Bombay; he is always going to and coming from there. I am not certain that Nursoopunt was present when Mr. Reid's name was mentioned, but it is true he will have been sitting there. When Joteshwur was going, I gave him a draft for 2,000 rupees, and 150 rupees or so in cash. I am not sure without looking at the books what money Joteshwur spent, but it will be 35,000 rupees or so; the business has not been settled. Basker Wittul's case, the Shastree's case, and Joteebhaee's case, were pending at that time. I do not know whether there was any question about the guarantee then pending. Papers passed between them about Govindrow Guicowar's case. The Baba knows about that; he read the letters, and wrote the answers. I, Lulloo Bugwan, and Baba were sitting there, and Nursoopunt, when the Baba said he had no goomashta to send to Bombay, but that he would send for Joteshwur, and when he came they went and sat apart, and I and Lulloo sat apart. It was Tatia Nursoopunt that recommended to send a clever gomashta to Bombay. It was Baba mentioned Joteshwur; he said the goomashtas were Banians, and ignorant of Bombay, but there was the Gooroo Joteshwur to send. Nursoopunt said that he, Joteshwur, should meet Mr. Reid and settle the business about which Lardbhaee was gone, and then to carry on the other business. He was first to meet Mr. Reid in private, and then take the business to the cutcherry. I do not know what office Mr. Reid had, but Baba said that the business had been much improved by sending Joteshwur to Bombay. Joteshwur's pay was stopped in Shravun (July, August) last, I think; he has never received any since.

Cross-examined by the Accused.

You came two or three times to the shop. I do not know anything about your having gone to Joitabhaee on public business or not; I know when you came to dewan khana. You might have come to the dewan khana or elsewhere the two or three times I saw you. You came once or twice to the dewan khana, and the door being shut to, and a peon sent there; I know no more. The conversation about Joteshwur was in the Baba's house. I do not recollect what day it was, but it certainly was in Assad; it was three or four years ago. I do not recollect in what year Joteshwur first went to Bombay. We were sitting in the dewan khana, upstairs in Baba's house. It was at night you came; it was between eight and nine in the evening. I and Lulloo Bugwan were there, and you came after. It was in the dewan knana in the Baba's house. I saw you once in the Baba's house; I never saw you there oftener. I do not recollect whether Lardbaee was here or in Bombay at that time. Baba Nafra imprisoned me in 1906. I was sitting 15 cubits or so from you when you were talking to the Baba; I heard some, and lost some of what you were saying. The first of your conversation was about Joitee Shetanee's mother being in Bombay. How can I recollect now who spoke first? Your suggestion to send

to

to Bombay was part of the conversation I overheard, and so I know it. Joteshwur came after you did; you sat there for about an hour. I do not recollect whether Joteshwur was sent for, or came of his own accord. I have to go and pay my respects in the morning and evening, so I went to the Baba's; sometimes I do not go there. There were no others at that time in the house. I could hardly hear in the room, and how could people at that time of night below in the road hear what was said in the dewan khana. The dewan-khana will be eight cubits or so above the road; there must have been sepoys and others at the door below. How can I recollect the sepoys' names; did I go and see who of the house were below: he has three houses, how can I tell them all? Consider the affirmation I have made in God's name to be in Runchor's. I will lay my hands on Runchor's feet, and swear that I saw you in Baba's house. I heard Mr. Reid's name, Joteshwur's, Brijlall Doolubh's name, and much more. I heard some, and did not hear some.

[The witness, admitting the above, withdraws.

Lulloo Bugwân is called in, and the Affirmation administered to him, and he is examined by the Prosecutor.

Lulloo Bugwan.

I saw Nursoo Punt in Baba Nafra's house; it was once. It was in Asad; I do not recollect the year; it was about three years ago; he came to Baba's about a watch of the night. I, Bugwan, and Baba were sitting there, and when he came in we went to a distance, and Nursoo Punt and Baba conversed. I heard some of their conversation; they were talking about the Shetanee Joitee's child, and her mother having gone to Bombay, and about Basker Row and the Shastree. Nursoo Punt said that some good person should be sent to Bombay; the Baba said he had no confidence in the Banians, but that Briglall's Gooroo Joteshwur was right, and he would send him. Joteshwur was sent for, and they asked him if he would go to Bombay, but I did not hear more; and the Baba sent him in two or three days to Bombay. This conversation was in the upper room of the Baba's house. I do not know who went to call Joteshwur. He said that Mr. Reid was to be met in Bombay, and the business settled. It was Baba said that Mr. Reid was to be met; Nursoo Punt was present when the Baba mentioned Mr. Reid's name. I do not know where Mr. Reid was to be met; I do not know whether Nursoo Punt said anything about Mr. Reid. Joteshwur was sent, and drafts were sent with him, and he must have had money to spend; money was sent after him too. I have not seen any advantage from Joteshwur's going to Bombay; Baba Nafra knows whether there was any loss; I do not. Baba imprisoned me; he got up some accusation against me of conspiracy against him, and loss of money; he had guards over me for some weeks; this was last year. The guards were placed in Chyter last; the Guicowar removed them. I never made any complaint against him.

Cross-examined by the Accused.

It was in Asad that Joteshwur first went to Bombay; I do not know in what year. I do not know whether Baba had ever employed Joteshwur before. I go to the Baba's every day; it is my custom. There were no others upstairs at the time. I do not know how you came to the Baba's house; I was upstairs, and you came up, that is all I know. You sat there for an hour (2 or 2 ½ gurrees); it was in the dewan khana upstairs; I was sitting 10 or 12 cubits off apart. I heard what you said when you spoke well, but I lost the rest of what you said. I do not know whether there were any others with you; you came up alone. I remained after you went; the Baba went to send you; that is all I know. Lardbaee had run away at that time, and she was wherever she might please to be; I cannot tell where she was. I know you to be Nursoo Punt, and the Resident's karbaree, but have no other acquaintance with you. There was no charge about Joitabhaye Shetanee's child proved against me before the Guicowar authorities. My son is in prison because he might have written a paper in that case. The God by whom I have affirmed is Godunath. I would place my hands on Godunath's feet, and swear by him that I saw you in Baba Nafra's house, and heard you talk about Mr. Reid; I only heard Mr. Reid's name; I did not hear any other gentleman's name.

[The witness, admitting the above, withdraws.

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These being all the witnesses that the prosecutor is desirous of examining in Baroda, and proposing to send questions to be put by the Commissioner to persons in Bombay, the Commissioner, as it is late, determines not to enter upon that subject, but adjourns proceedings till to-morrow.

(signed) *W. E. Frere.*

Thursday, 14 August 1851.

THE Commissioner resumes his proceedings from yesterday.

The prosecutor and accused are in attendance.

The prosecutor submits questions, which he proposes to have put to Captain Barr in Bombay.

As the questions proposed tend only to show the steps taken by the prosecutor in tracing out the present case, with the exception of two or three upon which better evidence can be obtained elsewhere, the Commissioner does not think it necessary to have Captain Barr examined.

The prosecutor then gives in a paper of questions to be put to Ragoba Rorabee, a clerk in the Pay-office in Bombay, which after being corrected, are recorded (H.)

This witness not being mentioned in the list of witnesses, the accused is asked what time he will require to put in the questions on cross-examination, and as he states this evening will suffice, no further adjournment is required.

The prosecutor not offering any further evidence, the Commissioner is of opinion that the evidence of Brijlall Doolukh and Jewurchund Atmaram, or the Moonum Goomashta of the firm from whom Joteshwur says he received the money he spent in Bombay, should be examined, and he therefore determines to send the following questions:

1st. Did your firm, from the month of Magsur, Sumbut 1904 to the end of Jeyet 1906, pay any sums of money to Joteshwur Itcharam, vukeel of Baba Nafra, of Baroda?

2d. Have you entries of these payments in your books; produce them, and give extracts from them, from both the journal and ledger?

3d. Have you any means of ascertaining what were the numbers on the notes which you gave him, and if so, mention the numbers?

The prosecutor then requests to be allowed to open the bundle of papers belonging to Joteshwur, referred to in his memorandum of proceedings, forming Appendix (H.) to (A.), as Joteshwur, by having forsworn himself, has forfeited all right to have them returned to him unopened, as he now thinks it possible that papers throwing light upon this case may be found among them. The Commissioner being of opinion that this case is now involved in the greatest obscurity both as regards Nursoo Punt and Mr. Reid, and that any evidence tending to elucidate the fact how Mr. Reid's name was used, and how far Nursoo Punt was implicated in the use of it, and as secondary evidence might be found among these papers, though direct evidence is wanting from Joteshwur's perjury, determines to accede to the request, and allow the papers to be examined in his presence and in that of the accused.

The papers having been examined, all bear dates prior to Sumbut 1904, the supposed date of the commencement of the transactions in this case, so that further notice of them is unnecessary.

The accused proposes the following questions to be put on cross-examination to Ragoba, which are added to (H.)

1st. Did you ever meet me, and have you any acquaintance with me; and if so, state when and where in detail?

2d. If Baba Nafra wrote any letter to you about me, show the letter, whatever it may contain on the subject.

3d. If you had any correspondence with me, or with any one on my behalf, on any subject, produce the letter.

The Commissioner further appends questions on his part, and they, together with the questions to the Sowcars, are forwarded to the Commissioner and Clerk of the Court of Requests in Bombay (H.), with a request that he will take the several witnesses' answers on oath, and return them with as little delay as practicable; and this case is adjourned until the answers are received.

(signed) *W. E. Frere.*

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Monday, 8 September 1851.

RESUMED this case from the 14th ultimo.

The prosecutor and accused are in attendance.

The answers to the questions sent to Bombay on the above date are read and recorded.

Rugoba Moroba's answers (I.)

Vrijbookunda's Narayendar's answers on behalf of the firm of Brijlall Doolubdas (J.)

Takeedas Moolchund's answers on behalf of the firm of Jeverchund Atmaram (K).

The prosecutor having nothing further to offer in this case, the prosecution is closed, and the accused requesting to be allowed until Monday next, the 15th instant, to prepare his defence, proceedings are adjourned accordingly.

(signed) *W. E. Frere.*

Monday, 15 September 1851.

RESUMED this case from the adjournment of the 8th instant.

The prosecutor and accused are in attendance.

The accused gives in his defence, which is read and recorded (L).

The accused then calls for and puts in the following exhibits, which are recorded:

Letter from Mr. Secretary Malet, No. 2329, dated 24th June 1849, enclosing copy of petition from Banabhaee Teekum (M.)

Extract from Baba Nafra's explanation to the Resident, of sums said to have been embezzled by him (N.)

Extract from the decision of the jury appointed by his Highness the Guicowar to try Baba Nafra and others (O.)

The accused then calls the following witnesses:

Narrayenrow Gopalpadya is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Narrayenrow Gopalpadya.

I have been 10 or 12 years in Baba Nafra's service; I never saw you come to Baba Nafra's house, nor have I ever heard that you did come. You never had any acquaintance or communication with him.

Cross-examined by the Prosecutor.

Baba Nafra used to sit to transact business on the upper story; what occasion was there for me to sit there of an evening; who knew when he would come; I know nothing of any who may have come there at night to speak with him.

I do not know whether Nursoopunt might have come there privately at night or not. I never saw Nursoopunt by day or night; what do I know of the night.

Re-examined by the Accused.

I do not remain in the Baba's house of a night. I know you by name; I might have heard your name; my work is worshipping in the temple; I do trouble myself about the house.

By the *Commissioner.*] There is a large road between the temple and the house; my house is separate; my business is in the temple; my house in 1848 was about a 10 minutes' walk from Baba Nafra's house. I left my house to come to the temple at sunrise and returned home sometimes at half-past seven in the evening, and sometimes at nine at night. It was not customary for me to salute Baba Nafra in the morning and evening, nor for him to salute me. Baba Nafra, if he was at home, came at prayer time to the temple, but not

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not otherwise. I had my meal in the evening before going home from Baba Nafra's, but in the temple, not in the house.

[The witness, admitting the above, withdraws.

Ramchunder Appabhut is called, and having had the Affirmation administered to him, is examined by the Accused.

Ramchunder Appabhut.

I have been 10 years in Baba Nafra's house; I have my meals in Baba Nafra's house; my residence is separate; my house is on the opposite side of the road from the Baba's; it is where the temple is. I never saw you come to the Baba's house; nor did I ever hear of your having done so. I have no acquaintance with you at all; I stay at the Baba's house till half-past eight in the evening; I know your name, that is true.

Cross-examined by the Prosecutor.

Baba Nafra sits up-stairs at night; I do not go and sit there, nor go there; I should know nothing about Nursoo Punt's going there, whether by day or night; I am not certain that there is any relationship between Nursoo Punt and the Baba, but I have heard that there is.

By the *Commissioner*.] I know nothing of Durbar business, whether there is enmity between Nursoopunt and the Baba or not; I am a Bhut and worshipper; that is my work.

[The witness, admitting the above, withdraws.

Prubakur Gopallbhut is called in, and the Affirmation administered to him, and examined by the Accused.

Prubakur Gopallbhut.

I have been six years in Baba's house this Shrawun; I have my meals in the temple; I am there night and day; I never saw you at the Baba's house, nor heard of your being there.

Cross-examined by the Prosecutor.

I do not know where Baba Nafra does his business; I am a worshipper in Nathjee's temple, and attend to that, and do nothing else; I should not know if Nursoo Punt came to the Baba's at night; I am at worship till nine, and then I and Thakorjee alone stop in the temple. What do I know about Nursoo Punt and Baba's relationship, I know my prayers and nothing else.

Re-examined by the Accused.

I do not know who there are staying at Baba's house, or anything about it.

[The witness, admitting the above, withdraws.

The accused stating that the Narrayenrow he required was Narrayenrow Carcoon, and that Narayenrow Poojarree is the man who has now been sent, he requests to be allowed until to-morrow to ascertain whether there is another Narrayenrow or not, and his request is complied with. The accused informs the Commissioner, that excepting as regards Narrayenrow his defence is closed; proceedings in this case are therefore adjourned until to-morrow, in the event of the accused finding his witness; and in the event of his not being able to find him, proceedings are adjourned until Monday, the 22d, when the prosecutor will give in his reply.

(signed) *W. E. Frere.*

Baroda, 22 September 1851.

Resumed proceedings from the 15th instant, Nursoopunt having informed the Commissioner that he had no witnesses to call on the 18th.

The prosecutor and accused are in attendance.

The prosecutor addresses the Commissioner in reply to the defence, and in support of it wishes to put in an explanation by his native agent to show that the month of Ashad 1904, which he has made correspond with July 1848, does really correspond, according to sowkars, with July 1847.

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As it is in evidence before the Commissioner, having been stated by Jeyram Hybatrow, in his deposition on the Seventh Charge, page 1619, that the year of accounts commences with the Mrig. in this part of the country, and the accused has brought no evidence to refute it, the Commissioner does not think this proof requisite.

The prosecutor requests to be allowed to record his report to Government, No. 47, dated 31st March last, in the Joitabhaee case, to prove first, that Lulloo Bugwan and Bugwan Bowanee had, in July 1850, been admitted as approvers against Baba Nafra; secondly, that the further the inquiry was carried on, the more clearly did it establish their honesty and the truth of their assertions; thirdly, that they had been in the Baba's confidence, and were cognisant of his rogueries and the means by which he sought a successful issue to them, and therefore that it is probable they were in Baba Nafra's confidence at this time, and aware of his intention to send Joteshwur to Bombay, and the object in view.

This being already recorded in the first charge, and not being required to rebut evidence produced by the accused, the Commissioner does not think it requisite to record it here, as he can weigh what evidence has come before him in one case, against mere assertions in another.

Sundry memoranda from the Durbar, to prove that what in this case would appear to be July 1848, according to the common computation, does, according to a mode of computing time common in Baroda, really correspond with July 1847.

As this would be proved by the year commencing with the Mrig instead of the Dewallee, the Commissioner does not think the evidence requisite, nor, indeed, admissible, as it is not offered to refute evidence, but mere assertion.

The first part of Colonel Outram's report on Khutput, to prove that his inquiries into Khutput were not prompted by any ill-will to the accused, but was a mere continuation and development of labours on which he was engaged 13 years ago.

This being offered only to prove the prosecutor's motives, and not to refute evidence produced by the accused, cannot be received.

The prosecutor wishes to recall Bugwan Bowanee, to prove that the item of 2,000 rupees which he gave Joteshwur to take to Bombay is not the item of that amount referred to in the accused's defence.

The Commissioner is of opinion that from the Appendix to (A.) it appears that the hoondee in question was obtained from Bechur Soorchund, and from Exhibit (K.) that that sum was not paid upon Bechur Soorchund's hoondee, and therefore that further explanation is desirable, determines to comply with the request, and

Bugwan Bowanee is accordingly called in, and the Affirmation having been administered to him, he is examined by the Proseutor.

Bugwan Bowanee.

The hondee for 2,000 rupees which I gave Joteshwur to take to Bombay I got from Beechur Soorchund's. It was three or four years ago; by looking at the books I can tell the date. On looking at the books, I find it was in Sumbut 1903, Shravun Vud 9th, and that *Rs.* 2,297. 0. 9. were paid: 297 rupees was for premium.

Cross-examined by Accused.

The year in this book commences with the 1st of Karteg; Sumbut, according to all the sowears and traders in Baroda, commences with Karteg; the Sumbut, according to the Government year, changes with the Mrig.; all the orders which I receive from the Durbar come with the date of the year as commencing at the Mrig.; they do not contained Fuslee or any other mark.

By the *Commissioner.*] The hoondee mentioned in my deposition of last year will be the above hoondee for 2,000 rupees. I have mentioned the hoondee in my deposition as being in 1904; as that was according to the Government calculation, the books are according to the mercantile calculation; the day of the 9th Shrawun is not entered in the books; but at the beginning of the month it is entered Shrawun Sood 1st, Wednesday.

[The witness, admitting the above, withdraws.

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Martundrow Madewrow is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Martundrow Madewrow.

I go sometimes to Baba Nafra's house; I go to worship in his temple; I have seen Nursoopunt there about three years, or two and three-quarters ago; he was in the temple; Nursoopunt and Baba Nafra were both sitting there in the temple; they were talking there, but what about I do not know. There were no others there at the time; it was about seven o'clock or so in the evening. I only saw them this once. My only reason for remembering having seen them is because they were there.

Cross-examined by Accused.

I have been Jumnabhaee's gomashta since 1901; I have known you since the 3d year of my being in Jumnabhaee's service. Sir R. Arbuthnot was then Resident. I and Puntojee were not in the habit of going to Baba Furkey when Jumnabhaee's case was going on. I do not know whether Puntojee was there or not. I never mentioned having seen you at Baba Nafra's before. It was the day before yesterday that Soorujram asked me about it, and then I mentioned it; it was in the office he asked me; no others were by at the time. I do not know whether you were favourable to Jumnabhaee or to Banabhaee in their dispute. It was in the afternoon Soorujram spoke to me; I live in Burampoora. I do not know why Soorujram questioned me. I have business in the office, and came to inquire how it was going on.

[The witness, admitting the above, withdraws.

Gunputrow Sucaram is called in, the Affirmation having been administered to him, he is examined by the Prosecutor.

Gunputrow Sucaram.

I sometimes went to Nursoopunt's house when he was employed here; I have never been to Baba Nafra's. I never saw Nursoopunt go to Baba Nafra's house. I used to go every two or three days to Nursoopunt's; sometimes for business, and sometimes with no object; sometimes in the morning, and sometimes in the evening.

By the *Commissioner.*] I never saw Baba Nafra at Nursoopunt's. I heard that Nursoopunt and Baba Nafra had some dispute at the Residency about Govindrow Guicowar's business. I have not heard since whether they are friends or enemies. I told the native agent on Saturday that I saw Nursoopunt in his cart in the street in which Baba Nafra's house is, but whether he went into the house or not, I cannot tell; the street is a large thoroughfare.

[The witness, admitting the above, withdraws.

Hurreelal Brijlall is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Hurreelal Brijlall.

I am Bechur Soorchund's goomashta. On looking at my monthly cash accounts for the Shravun 1903, I find that a hoondee was drawn for 2,000 rupees on Goolabchund Nunchund, at Bombay, in favour of Joteshwur Icharam, for Bugwan Bowanee, who paid *Rs.* 2,297. 0. 9. for it and other items. On the 10th, 47 rupees of it having been paid on the 15th, the cancelled hoondee will be in my shop; I will send and fetch it. I have the hoondee before me now, but the date of payment is not on it. I have the letter of advice from Gulabchund's firm, returning this hoondee cancelled, which is dated Badrapud Sood 9th, Saturday, but I have no further advice of the date of payment.

The accused has no question to put.

[Witness withdraws.

Govind Row Kristna is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Govind Row Kristna.

I know both Nursoo Punt and Baba Nafra. About the year 5, before I went to Benares, I one evening, about seven o'clock, was coming from the palace and met Nursoo Punt, who was getting out of his cart, and going into Baba Nafra's house; I saluted him and passed on. I had a torch with me and saw him.

Cross-

Cross-examined by the Accused.

I went to Benares in 1905, and returned in that same year; I mean the year commencing with Karteg. I do not know whether there was any turmojl of a marriage at Baba Nafra's that day. I make the same salutation to Bhow Shastree, when I meet him, as I did to you; I have no other acquaintance with him. I have no friendship with Baba Furkey; I merely salute him with two hands. I was alone on my horse with the keeper and torch-bearer when I met you. What occasion was there for me to mention this matter before to any one? I mentioned it a couple of days ago to Soorujram; I gave the information to him myself; I heard the question discussed, so I went myself and told Soorujram that I had seen you there; I went to his house to tell him; it was in the morning I went; there was nobody with him. I have been sworn in the court to speak the truth, but if that does not satisfy you, I will even put my hands on my mother's feet, and swear by them to the truth of what I have said.

By the *Commissioner*.] I never heard of Nursoo Punt and Baba Nafra's enmity; they were relations. I only saw him this once at Baba Nafra's, and have no particular reason for recollecting it.

[The witness, admitting the above, withdraws.

The prosecutor having nothing further to produce in this case, it is closed.

(signed) *W. E. Frere.*

Thursday, 25 September 1851.

The Commissioner having observed that the defence in this case goes entirely upon the assumption, that the date on which the offence was committed was about July 1848; he therefore asked the accused whether altering the charge to 1847 would affect his defence. Nursoo Punt informs him that, in that case, he should wish to add a postscript, but will not require to examine any witnesses; he is therefore directed to send in his postscript on the 29th instant, when it will be taken into consideration.

(signed) *W. E. Frere.*

Finding.—*Sixth Charge.*

In the Sixth Charge Nursoopunt is accused of having, "on or about July 1848, instigated Baba Nafra to depute an agent to Bombay for the purpose of bribing the Honourable Mr. Reid, late Member of Council.

In support of this charge, the prosecutor has filed five letters written by him to Government, (A.), (B.), (C.), (D.), and (E.), and has called Joteshwer Itcharam (page 1587), the person said to have been deputed to Bombay; Ragoba Moroba (I.), who assisted him in Bombay; Bugwan Bowanee and Lulloo Bugwan (pages 1588 and 1589 respectively); persons present when the plan of sending a person to Bombay was matured, and who, with Heeralal Brijlal (page 1594), gave some money and a hoondee for the purpose; the evidence of Brijlall Doolub and Juverchund Atmaram (J. and K. taken by Commission in Bombay), who afforded money to Joteshwer while in Bombay; and Martundrow Mahdewrow, Gunputrow Succaram, and Govindrow Kristna, to prove that Nursoopunt was in the habit of visiting Baba Nafra.

On the other hand, Nursoopunt records (M.) a letter from Government to the Resident, No. 2329, dated 24th June 1847, to prove that Bhanabhaee Trickum, having been Baba Nafra's agent in Bombay a year before Joteshwer went there, it was not at his instigation that Baba Nafra sent an agent to Bombay. (N.), an explanation made by Baba Nafra of certain items found in his accounts to prove that Joteshwer was in Bombay in 1847, and that the item of 2,000 rupees which he received from Brijlall Doolub on the 20th December 1848 was not the sum alluded to as having been sent with Joteshwer to Bombay; and (O.), extract from the proceedings of the jury who tried Baba Nafra and others, to prove that Bugwan and Lulloo were not worthy of credit.

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He also calls Narayen Row Gopal Pallaya (page 1591), Ramchunder Appabut (page 1592), and Prabakur Gopalbhut (page 1592), to prove that he never went to Baba Nafra's; and from this evidence the Commissioner is to satisfy himself,

1stly. Whether Baba Nafra deputed Joteshwer Itcharam to Bombay about July 1848.

2dly. Whether Joteshwer was deputed there with the object of bribing Mr. Reid.

3dly. Whether it was Nursoopunt who instigated Baba Nafra to depute Joteshwer.

And, first, whether Joteshwer Itcharam was deputed to Bombay in July 1848:

Joteshwer's deposition (page 1587) shows that he was deputed by Baba Nafra to Bombay in Sumvut 1903 (October 1846 to 1847) and returned in 1904, while Bugwan and Lulloo (pages 1588, 1589) cannot recollect when the transaction took place, except that it was in Ashad (June, July) three or four years ago. Nursoopunt, in his defence (L.), urges that there can be no mistake about the time indicated by the prosecutor, for not only in the charge does he lay the year as 1848, but also in Appendix (H.) to his letter, No. 207 B., dated 7th September 1850 (Exhibit A.), he mentions it in the last para., as well as in the heading of the memorandum, as having taken place in 1848; while Joteshwer, Bugwan, and Lulloo, in those depositions which accompanied the above report, all depose to the transaction having taken place in Ashad 1904, which corresponds with July 1848; but from Baba Nafra's explanations (N.), and the accounts received from Bombay (J.) and (K.), it appears that Joteshwer was in Bombay in September 1847 and May 1848; and further, that Larbhaee, who Bugwan Bowanee (page 1588) says was in Bombay, and on whose account Joteshwer was sent there, has been proved by Exhibits in the first charge (B. 12 to B. 27) to have been from June to September 1848 in Baroda; and consequently Nursoopunt urges the whole account must be a fabrication. In reply, the prosecutor recalled Bugwan Bowanee, who deposes (page 1593) to having got the hoondee he gave Joteshwer from Bechur Surchund, and on referring to his books, he finds that it was on Shravin Vud 9th, Sumvut 1903 (3 September 1847); and this is confirmed by the goomashta of Bechur Soorchund's firm Hurreelall, who (page 1594) on referring to the cancelled hoondee, and the letter returning it to him from Bombay, shows that it was paid to Joteshwer some time prior to Saturday 9th Bhadrapud Sood (18 September 1847)

Bugwan accounts (page 1593) for his having spoken of what occurred in 1903 as having happened in 1904, by the fact of the Durbar year commencing at the Mrig. (5th or 6th of June) in each year; and if he were talking of the transaction in court, he would have called it 1904, though as a merchant it would be 1903.

Nursoopunt, in the 3d clause of the 2d para. of his defence, does not seem to imagine that the difference in the date in the charge could be the effect of an oversight, and arise from a confusion in the eras when turning Sumbut into the Christian year; but he attributes it to design, and as done with the object of strengthening the second and third charges, in which his malpractices are alleged to have been committed in June, July, and August 1848. The Commissioner cannot see any grounds for this supposition, and if the point had not been so vexed by Nursoopunt, he would have looked upon it as a mark of carelessness to be regretted, but not of very serious importance; but if the depositions by which Nursoopunt has tied these witnesses down to 1904, and consequently the transactions, as laid in the charge to July 1848, are to be taken as literally exact, they may be supposed to tend towards an accumulation of malpractices at that time, but certainly do not corroborate what has since transpired; and though the fact is beyond doubt that in his Highness's Durbar they alter the Sumbut with the Fuslee at the Mirg, still the Commissioner would have hesitated before giving full credence to the explanation afforded on this head, did it not appear to him to be refining too much to take the statement of "about Asad 1904" as meaning positively July 1848? And when we refer to the same statement from which Nursoopunt fixes the date as being 1904,

1904, and find that Bugwan says, he got the hoondee from Bechur Soorchund's, and from his books find corroboration of the transaction having taken place in Shrawin 1903 instead of Asad 1904, we are justified in assuming that the fact of purchasing the hoondee from a particular person was more impressed on his memory than the date; and whatever effect it might have upon the charge and defence, the witnesses were on both occasions, before the Resident as well as before the Commissioner, deposing to a transaction which took place about August or September 1847, and that at that time, and not in July 1848, Baba Nafra deputed Joteshwer to Bombay.

The Commissioner having come to the opinion that the year mentioned was a mistake, and seeing that Nursoopunt in his defence had contented himself with little more than showing the mistake of time, informed him that if he had anything further to urge in his defence, assuming that Joiteshwer had been sent to Bombay in 1847, the Commissioner would receive it; and upon that Nursoopunt gave in on the 27th September a supplement to his defence, in which he further urges that the error in date was not the effect of accident, but design, and declares that, whether in 1847 or 1848, he was not concerned in Joteshwer's being deputed to Bombay.

The second question is, with what object was Joteshwer deputed to Bombay.

Joteshwer says (page 1587) that he went to Bombay, and in about three years spent 25,000 or 30,000 rupees, and that out of this he gave 10,000 rupees to Mr. Craig, who (from his statement it would appear he had met him almost accidentally) told him he would give it to Mr. Reid, but he denies that Baba Nafra deputed him from this to bribe Mr. Reid, though on a former occasion he declared that the Baba did depute him for that purpose. His evidence, therefore, now is of no use.

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Bugwan Bowanee (page 1588), and Lulloo Bugwan (page 1589), depose to having overheard the conversation about sending Joteshwer to Bombay, and that Mr. Reid's name was mixed up with it, while Ragoba, a clerk in the military pay office in Bombay, deposes (I.) to Joteshwer's having come to him with a letter from Baba Nafra to Mr. Craig, a person employed in the Political Department of the Secretary's office, and to whom Ragoba took him, in consequence of a note he had received a few days before from him (Mr. Craig). This letter to Mr. Craig was read in his presence, and it referred to an anonymous letter received by Baba Nafra from Bombay, and stated that 2,000 rupees, as therein required, were sent by Joteshwer, which was subsequently paid in Ragoba's presence. Craig told Ragoba that the money was to be paid to an influential person, but would not mention his name; so Ragoba refused to have anything more to do in the business, but appears to have relented when he himself got a letter from Baba Nafra. Joteshwer informed Ragoba that Craig made him believe that Mr. Reid was the person whose influence was to be obtained.

On this evidence Nursoopunt remarks upon Bugwan and Lulloo's characters, and the credibility to be attached to them, but as they are the only witnesses to establish the third point, the Commissioner will reserve his remarks until he comes to inquire into that.

In the 4th para. of his defence, Nursoopunt admits the fact of Joteshwer's having been deputed to Bombay, and of his having squandered money there, upon which they now attempt to found a charge against him, Nursoo Punt; and in the 5th para. he asserts it as a fact too well known to require any detailed explanation, that there are half-castes and English writers in Bombay who swindle agents sent there on business in every imaginable way, and the agents themselves also misappropriate the funds entrusted to them by falsely taking gentlemen's names, and by assertions of paying for information and writing petitions; so that we may take it to be admitted that Joteshwer did, in about three years spend about 30,000 rupees in Bombay, and of that gave 10,000 rupees to Craig about 20th January 1849, who, it appears from Ragoba's statement (I.), fled from Bombay early in that same year, and that he led his constituent, Baba Nafra, to believe that this sum, and probably more of his cash, was spent in corruption, and that Joteshwer was deputed to Bombay with that object. But any further inquiry into the belief here shown to exist, so detrimental to the character of Europeans in this country, is not within the province assigned to the Commissioner, and he will therefore proceed and consider the third point, whether it was Nursoopunt who instigated Baba Nafra to send Joteshwer to Bombay, which will also embrace the inquiry whether the

Proceedings of Mr. Frere on the Charges against Nursoo Punt.

object with which Joteshwer was sent to Bombay, and which we have seen above, was to corrupt certain parties there, was especially to corrupt Mr. Reid, or merely, as has been shown above, that he went to Bombay to carry his point by corrupting any or all who might be useful.

To this point we have the evidence of Bugwan and Lulloo alone; but both their accounts tally, that Mr. Reid was the person Joteshwur was sent to meet in Bombay, though Bugwan alone knows that Nursoopunt mentioned Mr. Reid's name, and suggested meeting him.

Against this evidence, Nursoopunt urges that he never was in Baba Nafra's except on one occasion in Sumvut 1905, when he went with the assemblage on the occasion of a marriage there, and that in 1904 he had frequent occasion to go there on business by the Resident's orders; but then he was always attended by peons, and of those visits minutes are to be found in his memorandum book. That the evidence of Joteshwer is defective, as not showing what means Nursoopunt had furnished to him to identify Mr. Reid, with whom Joteshwer was not previously acquainted; that he, Nursoopunt, had but the slightest acquaintance with Mr. Reid, only having seen him about seven or eight times in twelve years, and never having sat an hour with him at any time; that Mr. Reid's character was too well known, and was far above suspicion; that it would have been more probable that he should have recommended bribing the Resident or his assistant than a man drawing Mr. Reid's high salary; that he never heard Joteshwer's name before he saw that he was to be brought as a witness against him, and that Lulloo and Bugwan are not worthy of credit; that they have been convicted, as appears from Exhibit (O.), of being Baba Nafra's accomplices in the offences for which he is now undergoing punishment; but that having quarrelled with him, and made their peace with the Resident, they have escaped punishment, but that their characters are tainted.

The Commissioner is well aware that in inquiries of this kind, it is hardly possible to find untainted witnesses who have any knowledge of the transactions they are called to depose to. A man from being mixed up with wrong-doers must at the outset admit himself to be of doubtful character; but after the solemn adjuration with which Lulloo and Bugwan affirmed their depositions upon Nursoopunt's cross-examination, the Commissioner is bound to conclude that before Nursoopunt called upon them so solemnly to ratify their assertions, he was prepared to be satisfied with their answers, whatever they might be, whether favourable or unfavourable, to himself. Moreover, the very acts which Nursoopunt quotes against these men add probability to their stories, by showing that they were intimates and accomplices with Baba Nafra in one crime, and are therefore the very people to have been in his confidence and cognisant of his other misdoings. There is an inconsistency in Nursoopunt's assertions regarding these men, which the Commissioner cannot reconcile, and Nursoopunt does not account for. It is, how these men, when they quarrelled with Baba Nafra, threw themselves into Colonel Outram's hands, and turned against Baba Nafra's enemy, as Nursoopunt would make us believe himself to be. Surely if Baba Nafra and Nursoopunt were at enmity, it would be more natural for Baba Nafra's enemies to side with Nursoopunt than to turn against him.

To support his assertions, that he never but once visited Baba Nafra, and that on an occasion of rejoicing, in company with many others, Nursoopunt called three witnesses, Narayen Row, Ramchunder, and Prubakur, all worshippers in the temple at Baba Nafra's house, but none of them able to speak of what might occur there after eight or nine at night; so that their evidence is of no use. But to rebut it, the prosecutor produced three other witnesses, Martundrow, Gunputrow, and Govindrow. The first speaks to having seen Nursoopunt and Baba Nafra once in the temple together; but having no reason for remembering the circumstance, the Commissioner does not give much weight to this evidence. The second, Gunputrow, only saw Nursoopunt's cart in the street once; but as the street is a thoroughfare, this evidence is of no use. But of the truth of Govindrow Krishna's evidence, the Commissioner cannot entertain a doubt; for, independent of Nursoopunt's having put to him an adjuration similar to that he put to Bugwan and Lulloo, his manner placed him above suspicion, and the accused expressed his astonishment at seeing a man with whose father he had been for years on friendly terms appear against him. Subsequently,

Pp. 1591, 1592.

P. 1594.

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sequently, however, on the 25th September, Nursoopunt presented a memorandum to the Commissioner, in which he says that, upon further consideration, he recollects that this Govindrow Kristna had urged some petition to the Resident, which having been unsuccessful, he has now, with a view to obtain his object, and in anger against Nursoopunt, got himself called as a witness; and in support of this, he produces an order given by the Resident on the 20th October 1847, in which he informs the petitioner, Lado Kristna, on whose behalf Govindrow appeared, that he could not interfere regarding his claim for nemnook and a palanquin, but if he had anything further to urge regarding the land, he might present another petition. Colonel Outram, on the other hand, has, in reply, produced two orders given on the 8th and 20th January last, to this same party, more unfavourable than those Nursoopunt produced, and consequently Govindrow's desire could not be to requite Nursoopunt for the injury he had done him; his only object must be to obtain favour; but that idea does not alter the Commissioner's opinion of the evidence. The Commissioner makes no remark on the extraordinary nature of the causes for enmity here assigned by the accused, who in other cases has tried to prove that he was a mere carkoon, and not one supposed to be accountable for the orders given by the Resident, but must admit he never met with an instance of a witness coming forward as Govindrow has done; though still he has no hesitation in declaring himself satisfied with the evidence, which is the stronger from Nursoopunt's adjuration to the witness. It does not, however, go far, as it shows but one instance of meeting; it, however (if that had not been done in former cases), displaces any idea of enmity existing between Nursoopunt and Baba Nafra, and therefore overthrows all inferences which can be drawn from that, and opens out the probability that Nursoopunt went to Baba Nafra's more frequently than he admits.

To prove his assertion that he never saw Joetshwur before, Nursoopunt has produced no evidence; indeed, could hardly be expected to do so; but, as Joteshwur's evidence (Nursoopunt not having had an opportunity of cross-examining) could not be of much weight against him, the point is hardly of importance.

With regard to Ragoba's evidence, Nursoopunt remarks (para 2d., clause 8th) that it is evident Craig and Baba Nafra had been in correspondence before Joteshwur came to Bombay; and that it was Craig, and not he, who instigated Baba Nafra to send Joteshwur there. For this idea there certainly appears good ground, though, from its not being ascertained when Mr. Craig first spoke to Ragoba on the subject, we cannot decide whether Baba Nafra's correspondence was previous, or subsequent to the conversation he had with Nursoopunt; and as the witnesses Bugwan and Lulloo only overheard parts of the conversation, we cannot take it to be proved that what they heard was the first of the discussion. Further, we find from Joteshwur's deposition before the Resident, which accompanies Exhibit (A.), that Colonel Outram had difficulty in ascertaining whether it was Creed (which, in sound, closely resembles Reid) or Craig to whom Joteshwur said he had gone; the Commissioner is inclined to believe that Craig might have been the name the witness overheard, which the hearer's ignorance of English names, or the false pronunciation of the speakers, did not allow them to catch, but which circumstances have led them subsequently to believe was Reid; and, as they did not overhear the whole conversation, but only parts of it, and Joteshwur was sent to Bombay in the last quarter of 1847, but the bribe supposed to be for Mr. Reid was not paid until January 1849, there are not sufficient grounds to conclude (Joteshwur having now or previously perjured himself) that Nursoopunt suggested that Joteshwur should be sent to Bombay, or that he was sent there to corrupt Mr. Reid; but the evidence does satisfy the Commissioner that Nursoopunt knew with what object Joeteshwur was sent to Bombay.

It might be urged that the evidence of these two men alone, even when so strongly adjured by the accused to speak the truth, is not sufficient to allow the Commissioner to arrive even at this conclusion; and the probability is, that were there but this evidence alone, the Commissioner would not have come to that opinion; but in weighing this evidence, we must weigh it against that for the defence, the strongest of which is the enmity which has existed between Nursoopunt and his relation, Baba Nafra. Of this Nursoopunt has produced

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no proof; and if enmity did exist between the native agent at the Residency and his relation, the manager of the largest firm in Baroda, some notable instances of it must have occurred during the six years Nursoopunt was here, and it must have been known to many people; and as this enmity, if proved, would have acted in defence as a perpetual *alibi*, so, like that line of defence when it fails, must it not only be held to weaken the defence, but to support the prosecution. Had enmity been proved, the Commissioner would have rejected this evidence altogether; but proof of it not even being attempted, the Commissioner does not fear having given undue weight to the depositions of these two men.

It is perhaps hardly necessary to notice the arguments, that Mr. Reid was above corruption, and that it would have been better to have attempted the corruption of the Resident and his assistant. The Commissioner need only remark, that the Resident and his assistant being probably well known in Baroda, it would be folly to suggest corrupting them unless they were known to be corrupt, and then the money would be paid in the usual course in which those men received it. While as regards Mr. Reid, though there is nothing shown in this case to cast any slur upon him, and the Commissioner from many years' acquaintance with him would never suspect him, still if the unprincipled proceedings mentioned by Nursoopunt in the 5th para. of his defence do exist in Bombay, there would be no cause for surprise if we heard that no member of Government, or person in authority there, was allowed to retain an unblemished name. At Baroda the Resident stands alone—known, if not personally at least by character, to all the inhabitants; but men in Bombay are only known here by their names or offices, and it would be more easy to convince men that those whom they never saw were corrupt, than that he to whom they might have daily access would succumb to that influence.

From the above, then, the Commissioner arrives at the conclusion that Baba Nafra did, about September 1847, send Joteshwur to Bombay, with a view to corrupting certain parties there, and that Nursoopunt was aware of his sending him, and of the object with which he was sent; but there is nothing to prove that Nursoopunt was the original instigator to it, or that Joteshwur was sent under the pretence of bribing Mr. Reid.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.

SEVENTH CHARGE.

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(signed) *W. E. Frere*,
Special Commissioner.

Baroda, October 1851.

SEVENTH CHARGE.

(A.)

TRANSLATION of a Petition from *Venayk Dhondeo Ubhyshunker*, residing at Baroda, to the Right Honourable the Governor in Council, dated Monday, Karteg Vudh 10th, Sumvut 1905, and received 25 November 1848.

NURSOO LUXIMON, the native agent of the Baroda Residency, has been in the habit of receiving bribes from several parties in certain disputes in which both Governments are mixed up, and which cases were being investigated through the Resident, and thereon, although the plaints of the opposite parties might be just, yet he used to misrepresent matters to the Resident, and thereby utterly ruin these poor people. He has also acted improperly in various other ways, and accumulated lacs of rupees. About two months ago, the Resident, Colonel Outram, became aware of some of his treacherous acts; at which time he being alarmed lest his villany should be exposed, and he thereby totally ruined, begged pardon, and sent in a petition to Government to be permitted to retire on his pension. This circumstance rejoiced all the people of Baroda, excepting a few who used to give him bribes, and get him to manage their business to their satisfaction. However, this native agent has now begun to give out openly: "I have interest with Mr. Reid, the member of Council; I have forwarded to him a petition, together with a memorandum of 'Kulum Bundee,' as my friendship with him is of a secret nature; however great a crime I may be guilty of, he will protect me.

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What injury can others do to me, when even Outram's father cannot hurt me? I shall take my pension whenever it pleases myself; no one has read the further representations of the parties whom I have injured. Although the charge of murder was proved against Baba Nafra, the manager of the firm of Hurry Bhugtee, I did not allow even a hair of his head to be injured; on the contrary, I have caused the widow of Hurry Bhugtee to go about begging. In like manner, I will bring to utter ruin those who have rejoiced at the prospect of my leaving this place. Gunesh Punt Azay and Baba Nafra are my relations, and consequently I have ample resources with the Guicowar government; therefore I am not afraid of anything. I will spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and will continue to hold this situation." From these rantings of his, all the people have begun to take alarm again. Feeling for the poor people, I beg to represent to the Government, that although the complaints of many of the poor people of Baroda were just, yet they have experienced many hardships at his hands. I therefore request that Government will take pity upon these poor people, and remove this fraudulent native agent from his situation. I am fully confident that Mr. Reid will not stain his character for uprightness, known throughout India, by affording his protection to such a corrupt man. I beg to assure Government that if they will suspend this native agent, and cause an inquiry to be instituted, his treachery and corrupt practices will be fully established. He gave up the office of dufterdar to the revenue commissioner, where he used to receive 500 rupees per mensem, and has come here on a salary of 300 rupees per mensem. He suffers a great deal from ill health; still he does not wish to resign this appointment. I beg Government to take this point into consideration. If Government wish to benefit a large body of deserving people, they should give their attention to this petition.

(signed) *Venack Dhondeo Abesunker,*

The above was received here on the 8th of January 1849, along with a letter from Government, No. 60, dated 4th January 1849; and a report on the matter, No. 14, was sent in to Government on the 9th January 1849.

(True translation.)

(signed) J. T. Jameson,
Assistant Commissioner.

(B.)

Letter from Lieutenant-Colonel *Outram*, dated the 7 September 1850, No. 207 (B)

Memorandum.

Copy of the above letter forms Enclosure No. 17 to Collection No. 1, accompanying these proceedings.

(C.)

Nursoo Luximon,

The Honourable Mr. Reid directs me to inform you that your petition, dated the 18th September last, has been received by Government, and after carefully reading it, and taking into consideration your services for 30 years, Mr. Reid wrote a minute strongly recommending your case to the merciful consideration of Government; accordingly, an order will be issued in a few days to Captain French, desiring him to tell you that as Colonel Outram is gone from Baroda, if you wish to continue as native agent, Government will have no objection to your withdrawing your application for pension. Captain French will also be informed that Baba Phurkey is not to be allowed to have anything to do with Government business.

Mr. Reid says, when he goes out of Council, he will recommend you to the protection of Mr. Willoughby; but that you should be very careful how you conduct yourself. You must not, on any account allow your private feelings of enmity against Baba Nafra to interfere with the business of the firm of Hurree Bhugtee at the Residency; that firm is an old firm; and in consideration of the services which that firm rendered in former years to the Gaekwar Government, the Bombay Government treats them with respect; and though Colonel Outram strongly recommended that their bandree should be cancelled, still by the favour of Mr. Reid and Mr. Willoughby, this has not been done; therefore you must not try from bad feelings to injure that firm.

Yours, &c.

3 January 1849. (signed) *J. R. Maurrice.*

P.S. Keep the contents of this letter secret, and as soon as you receive it, write an answer to me, and thank Mr. Reid for his kindness to you. Address me by post,

Mr. John R. Maurrice,
At Mr. Reid's House, Bombay.

Note.—This letter was enclosed in an envelope, endorsed "Secret;" and this packet was enclosed in a second envelope, addressed (it bears the Bombay post-mark of 4th January 1849)—P. N. P., Nursoo Luxumon, Native Agent, Baroda.

(D.)

No. 59 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to the Officiating Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council, to acknowledge the receipt of Colonel Outram's letter, No. 217, dated the 9th September last, submitting an application from Nursoo Luximon, to be allowed to retire from the public service on the pension to which he is entitled.

2. In reply, I am directed to inform you, that, had the application of Nursoo Punt arisen from his feeling it impossible to serve under Colonel Outram, after what he may consider the unjust treatment he has met with at his hands, his Lordship in Council would not object to allow him to reconsider his application, now that Colonel Outram is no longer at Baroda; but such is not the case, as his intention to retire on the completion of his 30 years' service had been previously brought to the notice of Government; from which it is inferred that he has now no desire to continue in employment.

3. If, however, Nursoo Punt's services are required by you, his Lordship in Council will not object to give him the option of withdrawing his application; and should he persist in his intention to retire, he will, as a matter of course, be allowed his pension according to existing rules; but considering how his services in the revenue line have been rewarded, his Lordship in Council will be precluded from assigning him any further provision.

4. In reference to Colonel Outram's recommendation of Venaik Moreshwur Furke to succeed Nursoo Luximon as native agent, I am desired to call your attention to Mr. Chief Secretary Willoughby's letter, No. 905, of the 20th March 1844, and to instruct you not to allow the interference of this person in any Government business whatever.

I have, &c.

(signed) *A. Malet*,
Chief Secretary.

Bombay Castle, 4 January 1849.

(E.)

TRANSLATION of a Mahratta Version of Mr. Chief Secretary *Malet*'s Letter to the Acting Resident, dated 4 January 1849, No. 59.

1. THE letter from Colonel Outram, dated 9 September 1848, No. 217, enclosing petition from Nursoo Luxoomun, to be permitted to retire on pension, has been received.

2. In reply, I have been directed to inform you that as Colonel Outram is not now at Baroda, if from the circumstance of that officer's having behaved improperly to Nursoo Luxoomun, the latter should be unwilling to serve longer under him, Government recommend him (Nursoo Luxoomun) to reconsider his petition, after which they will have no objections to take anything he may have to say into their consideration; but it does not appear that he has solely petitioned on this account, for he had formerly informed Government that he intended to take his pension as soon as he had completed his 30 years' service, from which it seems that he does not want to serve any longer.

3. If you require his services, and he does not retire on his pension, Government has no objections to it. If he still keeps up his intention of retiring on a pension, he will receive in proportion to his present pay. As he is at present in the receipt of a pension on account of his services in the Revenue Commission, Government cannot sanction him any more.

4. With reference to the recommendation of Colonel Outram, that Venaek Moreshwur Fudkey should be appointed to succeed Nursoo Luxumun as native agent, I beg to call your attention to Mr. Chief Secretary Willoughby's letter on this subject, dated 20 March 1844, No. 905, and to direct that for the future he be not employed in any Government service.

(True translation.)

(signed) *J. T. Jameson*, Assistant Commissioner.

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(F.)

The Honourable Mr. Reid directs me to inform you that your petition, dated the 18th September last, has been received by Government, and after carefully reading it, and taking into consideration your services for 30 years, Mr. Reid wrote a minute, strongly recommending your case to the merciful consideration of Government. Accordingly an order will be issued in a few days to Captain French, desiring him to tell you that, as Colonel Outram is gone from Baroda, if you wish to continue as native agent, Government will have no objection to your withdrawing your application for pension. Captain French will also be informed that Baba Phurka is not to be allowed to have anything to do with Government business.

Mr. Reid says, when he goes out of Council, he will recommend you to Mr. Willoughby, but that you should be very careful how you conduct yourself; you must not on any account allow your private feelings of enmity against Baba Nafra to interfere with the business of the firm of Hurree Bhugtee at the Residency. That firm is an old firm; and in consideration of the services which that firm rendered in former years to the Gaekwar Government, the Bombay Government treats them with respect; and though Colonel Outram strongly recommended that their hankary should be cancelled, still, by the favour of Messrs. Reid and Willoughby, this has not been done, therefore you must not try from bad feelings to injure that firm.

Yours, &c.
(signed) *J. R. Morrice.*

3 January 1849.

Keep the contents of this letter secret, and as soon as you receive it write an answer to me, and thank Mr. Reid for his kindness to you. Address me by post, Mr. J. R. Morrice, at Mr. Reid's house, Bombay.

(G.)

J. L. Johnson, Esq., Commissioner and Clerk of the Court of Requests, Bombay.

Sir,

I have the honour, under Act VII. of 1841, to enclose a paper of questions to be put to Mr. Morris, the assistant register in the Sudder Adawlut, together with a document (C.), which I request may be shown to him, and his answers taken, and returned to me.

I also enclose two papers of questions to be put to Mr. D. A. Fernandes and Mr. R. Eddy, clerks in the Secretariate, to whom I also request the above document (C.), and also the other enclosure in this letter (D.), may be shown, and their answers taken, and returned to me.

I shall esteem it a favour your examining the witnesses with as little delay as possible; and have the honour, &c.

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

(H.)

Questions to be put to Mr. *J. Morris*, First Assistant Register in the Sudder Adawlut, Bombay.

1. Look at Exhibit (C.), and state when and how it came into your possession?
2. What was the purport of Keyserow's conversation with you, when he came to Bombay in 1849?
3. Was it at his request you made inquiries into the matter, or did you ask him to send the letter to you, in order that you might make inquiries to your own satisfaction?
4. How long did you keep this letter?
5. Did he ever ask for it again; and if so, how often; and was it by letter, or how?
6. Did you answer his letter?
7. What conversation had you with Nursoo Punt on the subject?
8. Did Keyserow assign any reason for seeking the return of the letter?
9. Did you ever hear of any person by the name of Maurrice, employed as an amanuensis by Mr. Reid?
10. When did you give this letter to Mr. Malet, and why did you keep it so long before you gave it to him?

(signed) *J. Outram*, Resident.

Baroda, 16 August 1851.

QUESTIONS to be put on behalf of the Accused.

1. Do you recollect Kessowrow, when he called upon you in March 1849, making any remarks to you about the handwriting of Exhibit (C.), and the spelling of the signature it bears; if so, state what he said?
2. Do you recollect his giving his opinion about (C.); if so, state in detail what he said?
3. Do you recollect his mentioning what he suspected was the writer's object; and if so, state what it was?
4. Do you recollect Kessowrow telling you what inquiries he was going to make in Bombay; and if so, what were they?
5. What answer did you send to Kessowrow's letter sending (C.) to you?
6. Mention the names of the persons you told Nursoo Punt, when he called upon you in Bombay, you had shown (C.) to?
7. What did you then tell Nursoo Punt was the result of your inquiries?
8. Did Nursoo Punt ask you to return (C.) to him at that time?
9. Did he mention why he wanted it?
10. Why did you not return it to him then?

(signed) *W. E. F.*

Baroda, 16 August 1851.

ANSWERS to Questions put to Mr. *James Morris*, First Assistant Register in the Sudder Adawlut, Bombay.

1. IT was sent to me by Keshow, the son of Nursoo Punt, through the Post-office. I cannot state the time precisely, but it must have been between March and June 1849.
2. Our conversation was cursory, but it related principally to his wish to see Mr. Reid, who was living with Mr. Bell, and to his having failed to obtain an interview that morning, (the 3d or 4th of March); he also spoke of the letter alluded to in Question No. 1, which I pressed him to show me, and he promised he would do so, after consulting his father when he returned to Guzerat.
3. He appeared to hesitate about letting me have it at first, but I urged him to do so, with the view of discovering who made such a use of my name; he then seemed to fall into my views, and promised to send it.
4. Until I made it over to Mr. A. Malet, at his request, two or three months ago, it was for some time with Mr. Showell, to whom I gave it to make inquiries.
5. As far as my recollection serves me, he asked for it twice back, by letter.
6. I am not quite certain, but my impression almost amounts to a certainty, that I did not.
7. He asked me to return the letter, and I told him that I could not put my hand on it, and that I was afraid it was lost. I promised to search for it, and send it when I found it. His manner, more than his language, induced me to believe he was anxious on the subject, *i. e.* the return of the letter; we did not speak of the matter treated of in the letter.
8. Nothing further than what is mentioned in his letter to me from Bansda, which I made over to Mr. A. Malet. I do not remember that he assigned any particular reason in the matter.
9. No.
10. As stated in Answer 4, I gave it to Mr. Malet two or three months ago, at his request. Had he not asked for it, it is probable I would never have given it to him, as I saw nothing in the matter that required me to do so. I have explained to Mr. Malet how I lost sight of the letter for so long a time, and perhaps it is unnecessary to report here, that I had put it in a waistcoat pocket, and lost sight of it for many months; when it turned up again, I gave it to Mr. Showell to make inquiries, and it remained with him a long time; soon after he returned it to me, Mr. Malet sent for me, and asked me for it, and I gave it to him.

(signed) *J. Morris.*

ANSWERS to Questions on behalf of the Accused.

1. I do not recollect that he said anything about the handwriting, further than that when his father sent it to him, or showed it to him, he said it was not my handwriting, or my signature.
2. All I recollect at this distance of time is, that he said his father's enemies were trying to get him into trouble, and that the letter was written with that object, in the hope of drawing him into making disclosures that might be turned against him.
3. To get his father into trouble, as stated in Answer 2.
4. I think he told me that he was about returning to Goozerat immediately, not that he was going to make any inquiries in Bombay.
5. None; to the best of my recollection.
6. Mr. Rouget and Mr. Showell; both of the Secretariate.
7. That I had not discovered the writer.
8. Yes.
9. No.

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10. Because I thought I had it not in my possession at the time; I thought it was with either Mr. Rouget or Mr. Showell, having entirely lost sight of it myself.

(signed) *J. Morris.*

Taken upon oath before the Court of Requests, Bombay, this 28th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(I.)

QUESTIONS to be put to Mr. *D. F. Fernandes*, a Clerk in the Political Department of the Secretary's Office.

1. THE letter (D.) now shown you is in your handwriting, is it not?
2. Did you write it from the minutes, or was a rough copy of it given to you?
3. In whose handwriting is the rough copy?
4. Besides you, the person who drafted the copy, and Mr. Eddy, who has compared this letter, who could have been acquainted on the 3d January 1849, with the minutes of Government, or the contents of this letter?
5. Did you know a man of the name of Craig, formerly employed in the secretary's office?
6. Do you know his handwriting?
7. Do you know in whose handwriting this letter (C.) is? Or any one whose handwriting in any way resembles it?
8. Does it at all resemble Mr. Craig's hand?
9. Was Craig any relation of Mr. Smith's, the first assistant in your office?
10. Do you know Mr. Smith's handwriting?
11. Does this letter (C.) at all resemble his handwriting?
12. Had Mr. Smith access to the minutes of Government, or this letter (D.), which you copied?
13. Are you aware whether Craig was acquainted with any person on Mr. Reid's establishment?
14. Do you know of any Mr. John R. Maurrice ever having been employed by Mr. Reid as a private clerk or amanuensis? and, if so, where he now is?

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

ANSWERS to Questions put to Mr. *Doming Francis Fernandes.*

1. Yes, it is.
2. From a rough copy.
3. The rough copy was in Cassinath Govindjee's handwriting.
4. I do not know.
5. Yes.
6. I know his handwriting.
7. I do not know whose handwriting it is, nor whose it resembles.
8. It does not resemble Mr. Craig's handwriting.
9. Yes; Mr. Craig's wife and Mr. Smith's wife are sisters?
10. Yes, I know Mr. Smith's handwriting.
11. No, it does not.
12. Mr. Smith had access to the minutes of Government, but I do not know whether he had access to this letter (D).
13. I do not know.
14. I do not know.

(signed) *D. F. Fernandes.*

Taken on oath before the Court of Requests, Bombay, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(J.)

QUESTIONS to be put to Mr. *R. Eddy*, a Clerk in the Political Department of the Secretary's Office in Bombay.

1. THE letter (D.) now shown you, was compared by you, was it not?
2. Do you know in whose handwriting the rough copy was?
3. Besides you, the person who drafted the copy, and Fernandes, who wrote this letter, who could have been acquainted, on the 3d January 1849, with the minutes of Government, or the contents of this letter?
4. Did you know a man of the name of Craig, formerly employed in the Secretary's office?

5. Do

5. Do you know his handwriting?
6. Do you know in whose handwriting this letter (C.) is, or any one whose handwriting in any way resembles it?
7. Does it at all resemble Mr. Craig's hand?
8. Was Craig any relation of Mr. Smith's, the first assistant in your office?
9. Do you know Mr. Smith's handwriting?
10. Does this letter (C.) at all resemble his handwriting?
11. Had Mr. Smith access to the minutes of Government, or this letter (D.), which you compared?
12. Are you aware whether Craig was acquainted with any person on Mr. Reid's establishment?
13. Do you know of any Mr. John R. Maurrice ever having been employed by Mr. Reid as a private clerk or amanuensis? and if so, where he now is?

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

ANSWERS to Questions put to Mr. *Robert Eddy.*

1. It was.
2. I do; in Cassinath Govindjee's.
3. The chief secretary and the unconvenanted assistant, Mr. Thomas.
4. Yes.
5. I don't know that I could swear to it.
6. No, I do not.
7. No, I think not.
8. Brothers-in-law. They married two sisters.
9. Yes; I think I know Mr. Smith's handwriting.
10. No.
11. I do not know that I can say whether he had or not; I was then an examiner; Mr. Smith was an assistant, and I was not supposed to know what Mr. Smith could have access to.
12. No.
13. No.

(signed) *R. Eddy.*

Taken on oath before the Court of Requests, Bombay, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

To —— *Johnson*, Esq.

Sir,

AFTER having given my deposition, the following amendment to one of the questions has occurred to me.

With reference to the question as to who could have access to the minutes from which the letter was drafted, I now reply, the chief secretary, Mr. Malet, the uncovenanted assistant, Mr. Thomas, and the person who drafted the letter, Mr. Smith.

(signed) *R. Eddy.*

This amendment was delivered into the Court of Requests by Mr. R. Eddy, in about an hour after his deposition had been taken, this 25th day of August 1851.

(signed) *J. L. Johnson,*
Commissioner and Clerk.

(K.)

My dear Sir, Bansda, 20 June 1849.

I BEG to enclose herein the secret note of which I spoke to you when I last met you in Bombay. My father is very anxious to find out its author. If you succeed in tracing him out, you will very highly oblige us by informing me of the same. When you are done with it, be pleased to return me the note. You will perceive that the envelope bears the Post-office stamp; but on inquiry in the Bombay Post-office, I learnt that its records could furnish us no clue to find out the rogue, for the names of the parties sending bearing letters through post are not registered as we supposed. Pardon my not having written to you earlier on this subject, as I had promised to do.

I have got another note of the same description, but it is anonymous, and purports to come from an old school friend of mine; while the one I now send you purports to come from you, though in the signature your name is not properly spelt. If you like, I can send you the other note also; but I must at the same time inform you that the handwriting of both the notes is not the same.

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The object of the anonymous note was to alarm my father, while that of the other was to entrap him; and the misspelling of your name is certainly a clever trick, which I think must have been purposely done by the writer (partly) with the view of escaping punishment should he be detected.

Excuse the trouble I give you. I could not stop long in Bombay to make myself acquainted with your son, yet I wish you will present him my best salams.

Hoping to hear from you soon,

I remain, &c.
(signed) *Keshow Nurshing.*

P. S.—Please to address your answer as follows:

Keshow Nurshing,
Manager of Bansda,
To the care of Mr. Andrews,
Agent G. Surat.

(L.)

Sir, Sudder Adawlut, 30/4/51.

KESHOW must have first mentioned the letter to me on the 3d or 4th of March 1849, as on the same occasion he told me he had come to Bombay for the purpose of paying his respects to Mr. Reid, who was then on the eve of leaving India. The use of my name in such a transaction made me anxious to know more about it, and I asked him to let me have the letter, in view to detecting the writer and punishing him if possible, and he promised he would, which promise he fulfilled in his note from Bansda, dated the 20th June 1849. On its receipt it occurred to me to show it first to Mr. Rouget, but he failed to recognise the handwriting; and before I could show it to others in the Secretariate, as I intended, I missed it, and could not account for its disappearance, until it turned up in the pocket of an old waistcoat which had lain a long time disused. I then made it over to Mr. Showell, and again lost sight of it for a considerable time, in consequence chiefly of his having to give it to the magistrate, on evidence of a robbery that had happened in his house. From him I learnt that he had shown it to Mr. Thomas, and that neither of them could detect the writing.

I said yesterday I thought it bore the signature of "J. Maurice;" but it turns out, as you stated, that it is subscribed "J. R. Maurrice." After sending it to me, Keshow once or twice asked for it back, and his father also once asked me to return it during his visit to Bombay in the suit of the Gaekwar; but owing to one or other of the above accidents, I was unable to do so at the time.

On further consideration of your question of this morning, as to whether I ever wrote to the father or son on the subject of the letter, I can safely say that I never wrote to the father on any subject since I left the Revenue Commissioner's office; but as regards the son, whose application or applications for the return of the letter were in writing, I cannot make so sure that I did not write in reply, to tell him that I could not then put my hand on it; my impression is, however, that I never did.

Trusting that this account will give you a clearer view of how I got the letter, and what I did with it, than perhaps I was able to convey in my interviews yesterday and this morning, I beg to remain,

Yours, &c.
(signed) *J. Morris.*

To A. Malet, Esq.
&c. &c. &c.

(M.)

Received, 9 September 1851.

Sir,

I BEG to be allowed to inform you of the doubt excited in my mind by Mr. Morris's answers (No. 188), regarding a point in my deposition, about which I now think I have spoken more confidently than I should have. The impression upon my mind, that I actually sent Exhibits (G.) and (K.) to Mr. Morris with Diaram, was so very strong, that the word "Paid" did not shake my belief. But when I observed in Mr. Morris's answers, that he got my letter from Bansda through "post," I referred to a copy of Exhibit (K.), and found it dated from Bansda; and ever since I have begun to think, whether on finding that I could not then return to Surat, or rather that Diaram, or any friend, was not going soon to Bombay, I may not have made up my mind to send it to Mr. Morris by post, to avoid further delay; and done so accordingly. At the same time, I feel so certain of having asked Diaram to take my letter on this subject to Mr. Morris, whenever he went to Bombay, and of having at last sent it with him, that unless I subsequently wrote to Mr. Morris with that man (inquiring whether the letter I had already sent by post had reached him, and if he had succeeded in tracing the writer), my first impression of having sent (K.) with Diaram, should be correct.

Under such circumstances, I cannot speak positively, either one way or the other, until I could make myself sure whether or not I came to Surat, or Diaram went to Bombay, just about

about that time. I therefore turned over the subject in my mind often, to try if I could think of any circumstance which could enable me to decide on the point; but unfortunately I have lost all recollection about that period, so that no circumstance occurs to me that can enable me to recollect the real fact; and I have at present no means to help my memory to say positively which of my confused impressions on this point must be correct.

I should have informed you of this yesterday; but I saw Mr. Morris's answers (only when I took the paper for making a copy) after you had left the Court. As the Court is closed until Thursday, I have taken the liberty to write to you on the subject to-day.

I remain, &c.
(signed) *Keshow Nursing.*

Baroda, 9 September 1851,
Tuesday.

(N.)

TRANSLATION of *Nursoo Punt*'s Defence on the Seventh Charge, addressed to *William Edward Frere*, Esq., on the 17th September 1851.

THE purport of the seventh charge preferred against me by Colonel Outram is, that at various times between the 12th September 1848 and the 1st May 1850, I made an improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that I enjoyed the support and confidence of that gentleman; to substantiate which, the following witnesses and documents have been produced.

Documents:

1 Mahratta petition, signed by Venaik Dhondeo Abeunkur, dated 20th November 1848; and which Jairam Hybut now acknowledges to have written. Marked (A.).
1 The English paper, marked (J.), which accompanied the Colonel's report to Government; dated 7th September 1850, No. 250, marked (B.).
1 An English letter to my address, with envelope, signed by some one of the name of Maurice; dated 3d January 1849, marked (C.).
1 The Government order received by the Acting Resident, regarding the petition I sent into Government about my pension; dated 4th January 1849, No. 59, marked (D.).
1 A translation of the above letter, in Mahratta, marked (E.)
1 The copy of the above letter, signed by Maurice, and marked (C.); which the Colonel obtained from Muncherjee, marked (F.).
1 The Commissioner's letter to Mr. Johnstone, at Bombay, regarding obtaining and forwarding answers to certain questions; marked (G.).
1 The paper containing the replies received from Mr. Morris, to the questions sent to him, marked (H).
2 The original letter sent by Mr. Morris to Mr. Malet; and also, another from Kessorow to Mr. Morris; marked (K.) and (L.).
2 The answers from Mr. Fernandes and Mr. Eddy, writers in the Secretariate; marked (I.) and (J.).

12 altogether.

Witnesses:

1 Mr. Hykoop, head writer, Residency Office.
1 Hurry Appajee, carkoon in ditto.
1 Bajjeeba Bappoojee, ditto ditto.
1 Cawasjee Hormagee Parsee, head accountant in the Residency Treasury
1 Muncherjee Merwanjee Parsee, of the Baroda Cantonments.
1 Jairam Hybut Purvoe, inhabitant of Borsud.
1 Bhow Nurotum, a Goozerat Brahmin of the city of Baroda.
1 Munsook Pranjeemun, a Bania of the town of Baroda.
1 Dwarka Vurjlall, a Bania of Baroda.
1 Keshorow Nursing.
1 Rowjee Hurreer, a Deckanee Brahmin of the town of Baroda.

11 altogether.

The above documents and witnesses were produced, in reply to which I beg to submit the following remarks:

Para. 1. From the list of the charges, not understanding the full particulars of the present accusation, I could not comprehend who the witnesses, Munsook Pranjeemun and others, were, and for what purpose required; and on this account I was conjecturing in my mind as to the probable nature of the calumny about to be brought against me. At length, on the 15th August 1851, when the proceedings in this case were commenced, I became aware of the

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purport of it, that I had had a quarrel with Jairam Hybut, and during it that I had not only slandered the Colonel, but abused him, and boasted of possessing the interest of the Honourable Mr. Reid, &c. Now this is entirely false and fabricated, as will appear from the following reasons.

Para. 2. When the Colonel first sent in a report of this case to Government, an answer was received from them to the effect that they did not deem any further inquiry into the matter requisite; notwithstanding which, this false accusation has been brought against me, and an inquiry into it originated. Never mind; it is of no matter.

Para. 3. Jairam Hybut states, that in the month of Ashroun or Karteek, of Sumvut 1905 (October or November 1849), he went to my house, when I was engaged in the performance of poonja (worship), and said that, as I was going to take my pension, what would become of him, and that on saying merely these words I got very angry with him, abused the Colonel (the Resident), and alluded to my influence with the Honourable Mr. Reid, &c. In reply to this, I beg to observe that this man is an inhabitant of Borsud, and I was formerly acquainted with him. He was a thanadar in Jamboo Ghode, in the Rewa Kanta, when, having been found guilty of some offence, he was, in 1847, dismissed from that situation by order of the Bombay Government; and in addition to this, instructions were received from the Honourable the Court of Directors, that he should not be again taken into Government employ. After that, he may have come once or twice to my house; I don't exactly recollect; but I had no reason whatever for quarrelling with him, or entering into abusive language. I have heard, through others, that he was in the habit of visiting Baba Fudkey; that ever since then he has been in league with him, and entertained an illwill towards me; and, from his own acknowledgment, it would appear that he was the author of the petition sent in to Government under the fictitious name of Abeshunker, containing complaints against me. Regarding this, I beg to observe that the Colonel, in September 1848, sent in a report to Government containing strictures on my conduct; and, in forwarding on my petition to Government to be permitted to retire on pension, he recommended the nomination of Baba Fudkey as my successor, and then started for Bombay. What a season of difficulties that was to me I have already stated in my defence on the Fifth Charge; therefore it would be superfluous in me to detail the particulars of it again here. At that time I was too reserved and abashed, regarding what decision Government would come to, and the probable result of it, to enter into any kind of conversation with any one; therefore, on such an occasion is it probable that I would, as Jairam states in his petition and deposition, without any reason, be so presumptuous as to give utterance to such highly improper language before such an individual?

Para. 4. Should the Colonel suppose that I, thinking myself possessed of the interest of the Honourable Mr. Reid, entered into so foolish a conversation; then reflect on this, what hope could I entertain of having interest with that gentleman; and what power could that one gentleman possess to award a decision in my favour, that I should calculate upon his interest, and be guilty of such folly? I was not such an ignoramus as not to be aware that decisions were awarded according to the united opinion of the Governor and Council; therefore it is quite clear that it is both impossible and improbable that I should be guilty of the conversation that Jairam attributes to me. In short, the gist of the matter is, that Baba Fudkey began to entertain doubts as to whether or not he would succeed to my place; and therefore, to give rise to suspicions regarding me, in the mind of Government, Jairam, his confederate, penned this slanderous production. In support of this, I beg to state, that in the second report* of Baba Fudkey, recorded in the third charge, the family disputes of Bhow Shastree are taken notice of, and these same particulars appear in the deposition of Jairam taken at the Residency. The fact is, this Jairam was dismissed during the time my son, Keshorow, was native agent in the Rewa Kanta, and for this reason he has ever since entertained enmity against me; and the Colonel has stated, in his report of the 7th September 1850, No. 207, marked (B.), that he is a man of bad character; therefore what need is there of my enlarging on this head? I feel confident that my judge will easily perceive that Jairam's statements are not deserving of belief.

Para. 5. Jairam has produced four witnesses in this case who were present at the time of the quarrel. With reference to these I beg to observe, that I was not acquainted with Rowjee Hurree previously to his coming on one occasion to the kutchery, and reporting that Rupeekram, the pareck of the Pole, would not give him his full pay, when I told him to present a petition to Mr. Battye about it. After that he did not come to me again. As to Bhow Nuiotum I was never acquainted with him, and he is not the gumashta of Gopal Meiral. From the time the Colonel deputed a carkoon to the villages of the Pole, the net produce was collected; notwithstanding this, he deposes that he came to my house regarding the affairs of the village. This is entirely false. From the statements of both, it appears that they were merely in the service of Rupeekram, who has, through enmity, been constantly in the habit of sending in petitions to the kutchery against me; and I have already stated, in my defence

* In the 10th para. of the 2d report of Baba Pudkey, marked (W.), and recorded in the 3d charge, it is written:—Ball Gunpadur Shastree (commonly called Bhow Shastree) produced the letters which had been received from Bombay, and showed them indisputably to the late Mr. Andrews, at the time this case was going on; and it is the popular rumour that that gentleman, taking into consideration Nursoo Punt's long period of good service, took no notice of the matter.

defence on the Third Charge, that he is a confederate of Baba Fudkey. For this reason, therefore, they have entered into league with Jairam, and have deposed to the fact of there having been a quarrel, and other particulars; but without mentioning either days or date, everything is stated in an obscure manner. Munsook Pranjeewun is not the wakeel of Kuddum; he and Dwarka Vurijlall are poor Banyans of small means belonging to Baroda. I never in the whole course of my lifetime saw them until they appeared in this Court, nor have they ever been to my house; such being the case, how they have been produced as witnesses they themselves best know. The depositions of these people in this case were formerly taken at the Residency, and they have now appeared and given their evidence in the presence of the Commissioner, from a consideration of which he has, doubtless, ere this, noticed their manner of speaking and their fitness; I therefore refrain from picking to pieces and pointing out all the discrepancies in their statements; however, that of Munsook Pranjeewun is, from beginning to end, false, and indicative of discrepancies? Dwarka Vurijlall states, in general terms, that, after standing there for a short time, he went away, and that he did not see me. In the 47th para. of the document, marked (E.), and recorded in the Sixth Charge, the Colonel asserts, that there is no sign of any collusion between the witnesses in this case and those of the Sixth Charge; but on instituting inquiries into the matter, I have discovered that this Dwarka Vurijlall is a friend, and next-door neighbour of Bugwan Buwannee, one of the witnesses in the Sixth Charge.

Para. 6. It is well known to every one that Purvoes, Vaneeas, Shoodr, are invariably prohibited from entering the room where I am in the habit of performing (Suan, Sundhya and Poonja) my daily religious observances, and that it is not the custom at the time of Pooja to utter the names of Europeans, Mussulmans, or Parsees, or to talk about any such trifling matters as the present one, and as it was universally understood that it was a rule with me never to permit any one to come to my house to speak on Government business, people seldom or ever came; and if by any chance, on any occasion, a person, ignorant of this circumstance, happened to come and speak to me, I used to tell him to go the kutchery, and if he would not listen to me, but persisted in it, I had him driven away; this was my invariable habit. Who else can substantiate this statement, unless the people of my house, or those who are in the habit of coming there, do so? and it should be borne in mind, that no other evidence can be produced to prove the falsity of the oral statements of these lying witnesses.

Para. 7. The chief proof that these rascally witnesses have been got up as above described is, that Dwarka Vurijlal now states in his evidence that this circumstance occurred at the time the Guicowar and suite went to Peitlad; whereas it appears, from one of the questions put to him on his former deposition at the Residency, that the quarrel between me and Jairam in the present case occurred on Karteg Vudh 10th, Sumvut 1905 (A.D. November 1848), but on that day I was not at Baroda; I had accompanied Captain French to Peitlad, which will be proved by a reference to the memoranda kept in the office, in which the departure and return of that gentleman and his establishment will be found noted in the month of November 1848, from which it will be clearly evident that this charge has been falsely brought against me.

Para. 8. Mr. Hykoop has deposed, that when the Government order regarding my petition to retire on pension was received, I gave out that, through my interest with Mr. Reid, such an order had been sent; but from his evidence it will be clearly seen, that from his friendship for Baba Fudkey he bears enmity towards me. Hurree Punt, carkoon, has deposed in a similar manner, and it will probably have occurred to the mind of the Commissioner, from the replies to the questions he put to him at the time, that his reason for so doing was, that he had already experienced the effect of not giving evidence according to the pleasure of the Colonel. Hurry Punt further deposes that Naraeinrow, Moraba, and Bujaba, were near at the time, and they must have heard me mention the name of the Honourable Mr. Reid; of these the evidence of Bujaba has been taken, but it is totally different from the statement of Hurry Punt. The evidence of the other two, Naraeinrow and Moraba, should also be taken. From the evidence of Cawasjee this point has been fully cleared up.

Para. 9. The Colonel both writes and says that the forged note, marked (C.), received by post from Bombay, was made use of by me to show that I enjoyed the patronage of Mr. Reid, and to prove this fact he has produced the copy of this letter, marked (F.), which he received from a Parsee named Muncherjee, the intimate friend of Baba Fudkey. The original letter, having been received direct from Mr. Chief Secretary Malet, from Bombay, has been recorded, regarding which I beg to state the following particulars:

1st. In January 1849 I received this letter by post, which, after opening and hearing the contents read, it occurred to my mind that the Honourable Mr. Reid was not in the habit of writing such things to me; moreover, as allusion is made to Baba Nafra, and recommendations regarding the firm of Hurry Bhugtee, there must be some fraud in it; and some of my enemies, knowing I am acquainted with Mr. Morris, late head writer in the office of the Revenue Commissioner, have inserted his name in this letter, and forwarded it to me, in order that I might thereby be led into the belief that it was genuine, and send an answer, which they would get hold of; this letter has evidently been forwarded to me with this deceitful object in view. After forming these conjectures, I immediately wrote an account of the circumstance to Keshow Row at Bansda, and enclosed

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the letter to him, and told him, as it was necessary to discover the writer of it, that he must write to Mr. Morris, and direct him to make inquiries, and try and trace the author of it by the handwriting. To this I received a reply from him, stating that the writing of the letter, marked (C.), was quite different from that of Mr. Morris, late head writer of the Revenue Commissioner, but that he was about to go to Bombay, when he would make inquiries regarding it. Afterwards, on his return from Bombay in March, he informed me that he had forgotten to take the letter with him, but that he had gone to see Mr. Morris expressly on the subject, told him all about the letter, and promised to send it to him, and asked him to institute inquiries, and as soon as he had succeeded in discovering the author of it, to write and let him know. This and other matters formed the subject of his conversation with Mr. Morris. Afterwards Kesho Row returned to Bansda, with the intention of watching an opportunity of some one going to Bombay to send the letter with; owing to which, and ill health, a delay occurred in despatching it. In June 1849 he forwarded the letter to Mr. Morris, and in his own, which he enclosed along with it, he repeated the purport of his conversation with him on his former interview; some time afterwards he received a letter from Mr. Morris, stating that he could not discover the writer of the letter; after which, I believe Keshorow made no further inquiries in the matter; subsequently, in March 1850, I was obliged to accompany Captain French to Bombay, on which occasion I paid a visit to Mr. Morris expressly on this account, and questioned him regarding it, when he informed me that he had tried to find out the writer, but could not discover him. I then, in order to make further inquiries, asked him to give me the original letter back again, to which he replied that he had taken it to show to some one, and that it had been mislaid there or elsewhere, but that he would search for it, and if he found it that he would send it to me; however, I did not again get back the letter from Mr. Morris, and therefore I could take no further steps in the matter. The above are the particulars concerning the letter.

2d. Mr. Morris, in his replies to the second and third questions put by the Colonel, now states that he himself first asked for the letter marked (C.) to make inquiries on the subject; but that Keshorow appeared to hesitate about giving it up, and afterwards upon his importuning him, he promised to send it after he had consulted his father on the matter. In reply to this, I would observe that Mr. Morris having probably heard it reported at Bombay that some charge had been preferred against me regarding this very letter, in order to exonerate himself, and that no one should find fault with him for having retained the letter so long in his possession, and seeing that circumstances demanded it, has given these answers; or what may have been his object I know not. But this assertion of his is not proper, because Kesho Row had no other reason for going expressly to Mr. Morris on such short leave, excepting about this letter. Mr. Morris acknowledges in his replies to the second and third questions put by me, that he understood from what Kesho Row told him at that interview, that some enemies of mine had caused this false letter to be written to get me into trouble; therefore there was no necessity for Kesho Row consulting me before sending the letter to Mr. Morris. It is quite clear, that as I sent Kesho Row down to Bombay for the sole purpose of trying to find out the writer of the letter, there was not the slightest occasion for Mr. Morris to have importuned him; and it is plain, from his reply to my first question, that Keshorow, in his personal interview with him, informed him that the writing and signature of the letter were not his, therefore what reason could he have for being so anxious to find out the author of it? Notwithstanding all this, if it be supposed that Mr. Morris really wanted the letter, then he would surely have written to Kesho Row during the three months that elapsed after his return from Bombay, to forward it to him; but he does not say that he did so.

3d. If it be supposed that Kesho Row delayed sending the letter to Mr. Morris, in order that he might obtain my advice, which was the cause of so long a time elapsing, then it should be considered, that if he had written to me on the subject, he could have had an answer within 15 or 20 days at the furthest; and as I was very anxious to discover the writer of this letter, how could it be done unless it was sent to Bombay, and while the letter was kept at Bansda? That the delay was consequent on the doubts existing as to whether or not the letter ought to be sent to Mr. Morris, is not the case; and it will be at once apparent, from the letter Kesho Row wrote to him, that I wanted very much to find out the author of it. Such being the case, what was there in the letter that I should, at the urgent entreaties of Mr. Morris, forward it to him? Kesho Row in that letter even informed him of the fact that he had inquired at the Bombay post-office, but that he could not discover the slightest trace of the rascally writer, as he (Mr. Morris) had fancied might be done.

4th. In like manner, I demanded the letter back again from Mr. Morris, and although I told him at the time that it was with a view to institute further inquiries, yet, in his reply to my 9th question, he states that I never told him my reasons for wanting the letter back. Now it appears to me that he must have either forgotten entirely what I told him, and therefore given this answer, or that he has done so to free himself from blame for having failed to fulfil the promise he made at the time, of not returning the letter, viz., that when he found it, he would send it to me.

5th. If it be urged, when I suspected the letter had been forged, why did I not forward it to the Honourable Mr. Reid or to Government, I would beg to ask what was the use of sending it to them without first finding out for a certainty who the writer was? On considering this point, I sent the letter to Kesho Row, in order that he might institute inquiries,

and

and what has since occurred I have already stated above. This point should be borne in mind. If I believed that the letter was genuine, then why should I have omitted replying to it? In short, from the very first, I never for a moment believed the letter to be authentic, or that it was sent by a friend or a well-wisher of mine. If I had ever harboured such an idea, then why should I have caused an inquiry to discover the author to be instituted through Mr. Morris? This fact is deserving of consideration.

6th. It was intended that the letter marked (C.) should be sent to Mr. Morris by some one proceeding to Bombay, in order that it might safely reach him, on which account so much delay occurred on the part of Kesho Row in forwarding it. It was afterwards despatched, and Kesho Row imagining from recollection that one Diaram, of Surat, had taken it, has deposed to that effect in his evidence; but a doubt has since arisen in his mind that, as he could not fall in with any one going solely to Bombay, and as a long time had elapsed, he may have probably sent it through the post. It is now 2¼ years since the circumstance occurred, therefore when one has to speak from memory without any paper or document to refer to, such a mistake will occur; and the fact of sending the letter was not a matter of such importance that it would be remembered. However, the letter was forwarded to Mr. Morris, and whether he received it through the post or from some individual going for the purpose, is of little consequence.

7th. If I had thought the letter marked (C.) authentic, then as the contents of it were of a secret nature, it is clear that I would never have gone about showing it to people. Moreover, I from the first imagined that this letter had been forwarded by some of my enemies; and it did not remain more than one day in my possession, but was kept by Kesho Row until it was sent to Mr. Morris. Notwithstanding this, to prove that I made use of it as if I believed it to be genuine, a copy of it received from Muncherjee Parsee, marked (F.), has been produced. But Muncherjee, in his evidence on this point, instead of stating the name and place of residence of the person from whom he received this copy, deposes vaguely, and says that he took a copy of it, thinking it might benefit his friend, Baba Fudkey. Now, is it probable that he would remain quiet, without making particular inquiries regarding the person who brought that letter to him? Some doubt consequently exists as to how, and when, this copy of the forged letter was got, and produced at the present time. Instead of enlarging on this point, I have confined myself to a narrative of the above particulars, sufficient to refute the charge brought against me.

From the above enumeration of facts, it will be seen that I did not put any faith in the letter in question, or make a boast of it, or in any other way act improperly in the matter; but that these false accusations have been brought against me through enmity. At the present time it has so far fortunately happened for me, that this, along with Kesho Row's original letter, have been handed up to Government through another channel, viz., Mr. Morris, which has led to the matter being cleared up. Had it been otherwise, it would have been very difficult to prove it.

Para. 10. The following proofs ought to be recorded in this case:

Documents.

1 Deposition of Dwarka Veerijlall, taken on the 6th September 1850, to be brought from the Residency dufters.

1 The memoranda kept at the Residency when Captain French, Acting Resident, proceeded to Peitlad, in November 1848.

2

Witnesses.

1 Carkoon Narrain Row Chimnajee.
1 Ditto, Moro Hurree.
1 Govindbhut bin Untajee Punt, Pooshalker.
1 Tatia Vitta Rishee, cloth merchant of Baroda.
1 Cassenath, doctor of Baroda.

5

17th September 1851, Badrapud Vudh 7th (Wednesday),
" Sumvut 1907. Camp Baroda.

(signed) *Nursoo Luxumon*,
Late Native Agent, Baroda Residency.

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

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(O.)

TRANSLATION of an Extract from the Memorandum Book or Diary for the Year 1848.
(Page 36.)

19 November, Karteg Vudh 9 (Sunday), Sumvut 1905.

75. To-day, Captain French, Acting Resident, with his Assistant, Mr. Battye, and his establishment, started from Baroda for Peitlad, and at 10 o'clock, A.M., reached their tents at the latter place. Afterwards, at 7 o'clock in the evening, he (Captain French) went to the camp of his Highness the Guicowar, with whom he had an interview. After mutual inquiries regarding each other's health, &c., pan suparee was handed round. His Highness and Assistant Resident then went to the tent of Meer Surfuraz Ali, and after sitting in the assembly for some time, the latter returned to his tent.

20 November, Camp Peitlad, Karteg Vudhy 10, Monday.

76. To-day, at 8 o'clock in the evening, the Maharaj, accompanied by his suite, came to the tent of the Acting Resident, and, after mutual salutations, his Highness sat down. Afterwards, on receiving pan suparee, they got up, and his Highness and the Acting Resident having both seated themselves on one elephant, they went out, and, looking at the show of fireworks proceeded into the village, and thence to the camp of his Highness, where the gentlemen remained a short time, and having received pan suparee, the Resident and his party returned to the tents at 12 o'clock at night.

The above extracts were taken on the 17th September 1851, and compared.

Examined,
(signed) *Heerachund Hurree Baee.*

(True translation.)
(signed) J. T. Jameson, Assistant Commissioner.

(P.)

No. 595 of 1851.—Political Department.

From *A. Malet*, Esq., Chief Secretary to Government, Bombay, to Lieutenant-Colonel *J. Outram*, C.B., Resident at Baroda.

Sir,

I AM directed by the Right honourable the Governor in Council to acknowledge the receipt of your letter, No. 11, dated the 11th ultimo, requesting to be furnished with the copy of a petition presented to Government by your late native agent, Nursoo Punt, on the 18th September 1848.

2. In reply, I am desired to state, that as it was not at the time considered necessary to forward a copy of this petition to you, and as the petitioner merely requested that he might not be condemned without being heard in his own defence, his Lordship in Council considers it unnecessary to furnish you with a copy of the petition.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 8 February 1851.

(Q.)

No. 60 of 1849.—Political Department.

From *A. Malet*, Esq., Chief Secretary to the Government of Bombay, to Captain *P. T. French*, Acting Resident at Baroda.

Sir,

I AM directed to transmit to you an original petition, stated to be from Venayek Dhondeo Ubhyunkur, of Baroda, together with a copy of its translation, complaining against the native agent, Nurso Luximon, and to request that you will ascertain, and report to Government, whether the petition is *bonâ fide* from the party indicated.

I have, &c.
(signed) *A. Malet*, Chief Secretary.

Bombay Castle, 4 January 1849.

Persian Department.

SUBSTANCE of a Petition from *Venayek Dhondeo Ubhyunkur*, residing at Baroda, to the Right Honourable the Governor in Council; without date, and received 25 November 1848.

NURSO LUXOOMON, the native agent of the Baroda Residency, having received bribes from some parties who had cases pending before the Resident, misrepresented matters to him, and has completely ruined the opposite parties, although their complaints were just. He acted improperly in various other ways, and has acquired lacs of rupees. About two months ago, when Colonel Outram discovered some of his treacherous acts, he being afraid lest all his frauds should come to light and prove his ruin, begged pardon, and applied for pension. This rejoiced all the people of Baroda, excepting a few who used to give him bribes, and get him to do their business. However, he now openly says, "I have the support of Mr. Reid, the counsellor; I have forwarded to him a petition, together with a memorandum of 'Kulumbundee;' as my friendship with him is of a secret nature, he will protect me from the consequences of any crime. Evan Outram's father cannot injure me; what can the others do then? I shall apply for pension whenever I like. No one has read the further representation of the parties whom I have injured. Although the charge of murder was proved against Baba Nafray, karbharee of Hurjee Bhuktee, I did not allow even a hair of his body to be injured; on the contrary, I have made the widow of Hurree Bhuktee go about begging. In like manner I will ruin the persons who have been rejoiced by the hope of my leaving (this situation). Gunesh Punt Ozray and Baba Nafra are my relations, and consequently I have full means (to work) with the Gaikwar Government; therefore I am not afraid of anything. I shall spend as much money as may be necessary to secure the assistance of European gentlemen at Bombay, and shall continue to hold this situation." These boastings of his have frightened the people. Feeling for the poor people, I have addressed this petition to Government. Although the cases of the poor people of Baroda were just, they have suffered a great deal at his hands. I therefore request Government to be pleased to remove this fraudulent native agent from this situation. I am fully confident Mr. Reid will not stain his character for uprightness, known throughout India, by supporting such a corrupt man. I beg to assure Government, that if this native agent be suspended from office, and an inquiry instituted, his fraudulent and corrupt conduct will be proved. He gave up the office of Dufturdar to the Revenue Commissioner, where he received 500 per month, and has come here on a salary of 300 rupees. He suffers a great deal from ill health, but still he will not resign this situation. I beg Government to take this point into consideration.

(signed) *C. J. Erskine*,
Deputy Secretary Government.

(True copy.)

(signed) A. Malet, Chief Secretary.

(R.)

No. 14.

A. Malet, Esq., Chief Secretary, Bombay.

IN reply to your letter, No. 60, of the 4th instant, with enclosure, a complaint, signed by one Venayk Dhondra Ubhyunkur, against Nursoo Punt, native agent of this Residency, and charging him with corruption, &c. &c., I have the honour to say no such person can be found here.

My khucherry is open to all the world to resort to, and there is no such thing as transacting business privately, and this seems the best way of preventing the evils complained of, though of course they exist in all countries.

(signed) *P. T. French.*

Baroda Residency, 9 January 1849.

(S.)

TRANSLATION of Deposition of *Dwarka Vurijlal*, a Hindoo, of the Waira caste of Banyan; trade, Shopkeeper; age, about 50 years; inhabitant of Baroda; taken on oath before Colonel Outram, Resident of Baroda, on the 6th September 1850.

Question. ON the 10th Karteg Vudhy, Sumvut 1905, a conversation occurred between Nursoo Punt and Jairaw Hybutrow, and you were present at the time, at least Jairow Hybutrow has come and deposed that you are the person he took the peon to, and pointed out as such; you are therefore called up to state whether you were at hand when the conversation alluded to took place between Nursoo Punt and Jairow, or not; and if you were, be pleased to give the purport it.—*Answer.* About the 10th of Karteg Vudhy of the current year, at seven or eight in the morning, I went from my own house to that of Nursoo Punt, in the Kaka Saheb's warree, to inquire whether he wanted any ghee. At that time, Nursoo Punt was seated in a room, engaged in religious observances, and two Brahmins, and a peon who

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who had accompanied Jairow; these three were sitting near at hand, and I also went and sat down with them. Afterwards, another Banyan joined us, when Jairam observed, "O Tatia Saheb, if you re-sign the service, what will become of me?" After making some remark of this sort, Tatia Saheb all at once became very angry, and said to me, "What will you do, and what will your Saheb do?" On saying this he began to talk a great deal, and to give utterance to abuse, such as ought never to have escaped his lips, and observed that he had a powerful master and protector at Bombay. "What can any one do to me? I fear no one." To the best of my recollection, this was the purport of the conversation.

At the time he was conversing as above described, did he take the name of any particular gentleman?—The name which he took was Keer or Keery; but I do not exactly recollect the name.

Did you ever go to Nursoo Punt's house to take ghee there, or was this the first time?—I once or twice took some there from my house, and as I had received a fresh supply of a good sort, I went to inquire if any was wanted; but as, while there, a dispute arose, I came away without asking about it.

Have you been instructed to depose in this manner, or how?—No one has given me any instructions; I have stated exactly what I know.

Has any one offered you a bribe to give your evidence?—No, no one has.

A sepoy was sent to call you four days ago, and you have only now made your appearance, although you promised to come; what is the reason of this?—One of my male relations had died, and there were certain funeral rites to be performed, and I had promised to attend them. There were also certain ceremonies to be gone through to-day, but as the Government peon came to me, I thought to myself that I could not put him off any more, for which reason I deferred them, and came here.

Where did you meet Jairam, and the peon who came with him, to have you pointed out, and how did it happen?—Four days ago I was coming from the direction of Mahund Warree, when the sepoy and Jairow came up to me, and told me that I was wanted at the Residency; on which I replied that I had business, and that the people of the caste were assembled, for which reason I could not attend, but that I would come two days afterwards. The peon then asked me where I resided, and I said in the Gurealee Pole. After thus meeting me in the street, the peon always came to my house. This is the way it occurred.

(signed) *Dwarka Vurijlal.*

Baroda, 6 September 1851.

Before me, on oath, this 6th day of September 1850,

(signed) *J. Outram*, Resident.

(True translation.)

(signed) J. T. Jameson, Assistant Commissioner.

LIST of Witnesses and Documents in support of the Seventh Charge.

Witnesses.

1. Jeyrow Hybut Row, inhabitant of Borsud.
2. Bhow Nurrotum, goomashta of Gopal Row Myral.
3. Azum Moorad, Residency peon.
4. Munsook Pronjeewon, vukeel of Bappoo Kuddum.
5. Rowjee Hurree, resident of Baroda.
6. Emam ——, Residency peon.
7. Dwarku Vrijlal, grocer in Baroda.
8. Mr. Hykoop, head clerk Residency Office.
9. Merwanjee Parsee, merchant, Baroda Camp.

Documents.

1. Anonymous petition, acknowledged by Jeyrow Hybutrow, dated 20th November 1848.
2. Statement of Jeyrow, dated 11th July 1850.
3. Deposition of Bhow Nurrotum, dated 31st August 1850.
4. Deposition of Jeyrow Hybutrow, dated 31st August 1850.
5. Deposition of Azum Moorad, dated 31st August 1850.
6. Second deposition of Azum Moorad, dated 2d September 1850.
7. Deposition of Munsook Pranjeewun, dated 2d September 1850.
8. Deposition of Rowjee Hurry, dated 4th September 1850.
9. Deposition of Emam ——, dated 5th September 1850.
10. Deposition of Dwarka Virjlall, dated 6th September 1850.
11. Letter from Mr. Morris, addressed to Nursoo Punt, dated 3d January 1849.
12. Letter to Government, dated 7th September 1850 (207 B., and its Appendix J.)
13. Letter to Government, dated 10th April 1851, with accompanying "Statement of Facts."

(signed) *J. Outram*, Resident.

SEVENTH CHARGE.

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WITNESSES' NAMES.	PAGE.	WITNESSES' NAMES.	PAGE.
Mr. Arnold Hykoop - -	1617.	Dwarka Brijlall - -	1621.
Hurree Appajee - -	1618.	Kessow Row Nursew -	1622. 1624. 1628.
Bajaba Bappoojee - -	1618.	Rowjee Hurree - -	1623.
Cowasjee Hormusjee -	1618.	Narrayen Row Chimajee -	1625.
Muncherjee Mehrwanjee -	1619. 1628.	Moroba Hurree - -	1626.
Jey Ram Hybut Ram -	1619.	Tatya Wittul - -	1626.
Bhow Nurrotum - -	1620.	Kassunath Mahadew -	1627.
Munsook Ram Pranjeewun	1620.	Heerachund Hurreebhaee	1629.

(signed) *W. E. Frere,*
Special Commissioner.

Baroda, 21 October 1851.

PROCEEDINGS.

Baroda, 15 August 1851.

PROCEEDINGS are continued from the adjournment of yesterday.

The prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in explanation of the Seventh Charge.

The prosecutor then proceeds to exhibit documents in support of his case.

Anonymous petition to Government, acknowledged by Jeyrow Hybut Row, dated 28th November 1848 (A.)

Letter from the Resident to Government, No. 209 B., dated 7th September 1850, given in case, with Appendix (J. B.)

Letter from J. R. Maurrice, dated 3d January 1849, sent by the Chief Secretary to the Commissioner on the 24th June 1851 (C.)

The prosecutor informing the Commissioner that he will require the evidence of Kessow Row Nursew in this case, though his name is not upon the list, the Commissioner thinking that Kessow Row's evidence is required, inquires from the accused whether he wishes the proceedings to be adjourned for three days, the accused stating that he does not; Kessow Row, who has been assisting his father, is directed to withdraw, and the prosecutor proceeds to call his witnesses.

Mr. *Arnold Hykoop* is called in, sworn, and examined, by the Prosecutor.

Mr. A. Hykoop.

I know the paper now shown me, it is not in my handwriting. One day Muncherjee, a merchant in camp, told me he had a paper about Nursoopunt, Mr. A. Kykoop, and asked me if it would be of use. A few days after, I spoke to Colonel Outram on the subject, and asked Muncherjee for the paper, and a few days after he brought me this paper. I do not know whether a translation of the letter, from Government to the officiating Resident, No. 59, dated the 4th January 1849, was furnished to Nursoopunt; when the purport of this letter was promulgated, I heard Nursoopunt say that it was from having Mr. Reid's support in Bombay he had got over it, or he would have been hurt.

Cross-examined by the Accused.

I wrote a note for Baba Furkey to Colonel Outram; there was something unkind to Nursoopunt in it. Captain French reported me to Government for it, and I was fined a month's pay, as Government said I was wrong in writing the letter. I suspected Nursoopunt of having informed Captain French of it, but I have not borne him any enmity in consequence; I have not since then been in consultation with Baba Furkey to injure you; Baba Furkey comes some-

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times to the office on business; he used to come about the Reya Kanta business Nurwanjee told me that a person, he did not mention his name, had brought the paper to him to read; it was about December or January last. I have mentioned above, and now on my oath state, that you mentioned Mr. Reid's name as favouring you regarding the letter No. 59, and that you did not merely say to me that Government had been very kind to you.

[The witness, admitting the above, withdraws.

The prosecutor, being desirous of proving a translation of the letter No. 59, referred to by the last witness, wishes to call Hurree Appajee and Bajaba Bappoojee, and the accused stating that he does not require an adjournment for three days.

Hurree Appajee is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Hurree Appajee.

The paper now shown me is in my handwriting; it is a translation of a letter from the Secretary to Government, Mr. Malet. Nursoopunt desired me to have a translation made of the letter, and I got it done by Cowasjee, the accountant, and then gave it to Nursoopunt. He then said that Colonel Outram had written against me to Government, but that Mr. Reid was strong in council, and so he got this order. This was in office; the carcoons were sitting by in cutcherry. He read the paper to himself, and then said the above; he kept the paper; I found it the other day when searching Narayen Row's papers.

Cross-examined by the Accused.

Those who were near might have heard you mention Mr. Reid's name; Narayen Row, Moropunt and Bajaba were by; I do not recollect what others there may have been; I swear that you took Mr. Reid's name, and did not merely say that Government had been kind to you. A man has* been sent from Broach for the place I held when I deposed here in your favour before. The carcoon was sent for from Broach before I deposed; Mr. Battye only told me that Narayen Row's place had been given to the Broach man. Mr. Battye told me I should not get the acting allowance, but he did not tell me why.

* *S. O.*

Re-examined by the Prosecutor.

Mr. Battye told me in general terms that he had no confidence in me; he did not say it was because I had perjured myself before the Commissioner.

[The witness, admitting the above, withdraws.

Bajaba Bappoojee is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

jaba Bappoojee.

I do not know the day or date, but two and a half or two and three-quarters of a year ago, I heard that an order from Government had come for Nursoopunt to be re-employed, and not take his pension; I heard it in the cutcherry. I then asked Nana, Nursoopunt's son, and he said that an order had come for his father to be employed; I did not hear it from Nursoopunt himself; I never heard Nursoopunt mention any great European gentleman's name in office.

The accused having no questions to put, and the witness admitting the above, withdraws.

Cowasjee Hormusjee is called in, under the same circumstances as the two last Witnesses, and having been sworn, is examined by the Prosecutor.

owasjee Hormus-e.

I recollect having read the letter No. 59, but do not perfectly recollect whether I ever translated it or not; I am head accountant here; the letter has nothing to do with the accountant's department; I occasionally read any letters that come, and Mr. Hykoop sometimes reads letters of my department. I have translated letters by dictation to Hurreepunt, but very seldom; I do not recollect whether this was one of the few letters I translated to him; I do not recollect ever having heard Nursoopunt make any remarks about this letter; he might have spoken on the subject, but I do not perfectly recollect what he may have said; I never heard him mention any great European gentleman's name.

The

The accused having no questions to put, and the witness admitting the above, withdraws.

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The above letter and translation are read and recorded, (D.) and (E.)

Muncherjee Meerwanjee is called in, and having been sworn, is examined by the Prosecutor.

Muncherjee Meerwanjee.

The paper now shown me is in my handwriting; it is copy of an original letter written by Mr. Maurrice to Nursoopunt. A Deccanee brought me the letter to read and to copy, so I made the copy for him, and took one for myself at the same time; I do not know the man's caste; he also got an explanation of the letter from me; this was nearly two and a half years ago; I should know the original letter if I saw it; it was on white marbled note paper, as far as I can recollect, and in an envelope. I recognise the note (C.) now shown me as the same; the envelope might be the same, but I am not quite certain; I did not ask the man anything about the letter, I only saw Baba Furkey's name in it; he is a well-known friend of mine, so I treacherously kept a copy for myself. Nobody saw the letter besides me, that I know of; I gave the copy to Mr. Hykoop before Colonel Outram went to Bombay.

Cross-examined by the Accused.

The man wore a Maratha Brahmin's turban, very like the one you wear; I talked about this letter to Mr. Hykoop; Baba Furkey and I might have mentioned it to others, for I publicly spoke of the people going on in this way.

[The witness, admitting the above, withdraws.

The above copy is recorded (F.)

Jeyram Hybutram is called in, and the Affirmation having been administered to him, is examined by the Prosecutor.

Jeyram Hybutram.

I used to go sometimes to see Nursoopunt, when native agent; I heard him one day mention the name of an European gentleman in Bombay; it was Mr. Reid's name; I went to him to ask how my business would be settled now that he was about to take his pension; he was angry when I mentioned his pension, and asked who there was then to give him his pension, and that he would take it when he pleased; he abused the gentleman here; I cannot repeat his abuse. He said Mr. Reid was his protector, and he need not take his pension; this was in Ashwin or Kartey 1905. The year in accounts commences with the Mirig. There were two or four people then present; I do not know their names, but they are inhabitants of Baroda; I should know them if I saw them. He said he had sent a Kutumbund petition (written in paras.) to Mr. Reid. He said that the Resident had written about his taking his pension, but that he had sent a detailed petition of all his services, and had protection in Bombay, and would take his pension when he pleased. (A.) is a petition I sent to the Governor in Council; I sent it on the day it is dated, 1905 Kartey Vud 10th (20 November 1848). Nursoopunt did not say what his friendship was with Mr. Reid.

Cross-examined by the Accused.

There was no offence proved against me when I was carcoon at Jamboo Gone, but I was turned out through enmity; Kessowrow was then native agent there; it was in 1903 I was turned out; I came to your house after I was turned out; it was at prayer time that I came, when you were angry; it was from the enmity of the ryots, not the enmity of the employés, that I was turned out. I went to Baba Furkey's when he was dufterdar, and go there sometimes now in hopes of employment; it was before the first watch of the day that you were at prayers, as you always are.

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Re-examined by the Prosecutor.

Nursoopunt said that Baba Nafra had escaped through him; that those he chose escaped, and the others did not. He spoke in general terms that Baba Nafra was his relation, and could any one touch him; that nobody could take petitions against or question his relations; his protection was his situation, being the Resident's dufterdar; he said that his protection extended to Bombay, and who could take his relations' names.

By the Commissioner.

Two of the men who were at Nursoopunt's were Banians, and two like Brahims; one of them is called Dwarka, and the other Rowjee; my deposition was taken last year, and the Resident told me to point out my witnesses; I told him I did not know their names, but I pointed out their houses; the name of the third is Bhow, and the fourth is a vukeel, but I do not know his name; it is from last year that I have learned their names; the men were sitting with Nursoopunt, and I was sitting there also; Nursoopunt was angry with me, so we all got up at the same time, and went away, there was no use in remaining.

[The witness, admitting the above, withdraws.

Bhow Narrotum is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Bhow Narrotum.

I have been two or four times to Nursoopunt's house; I do not know Jeyram Hybutram, but a man has been shown me as Jeyrow, who I have seen at Nursoopunt's; I heard Jeyram ask Nursoopunt what they poor people would do, as he was taking his pension; Nursoopunt then gave him abuse, which a poor man like me cannot repeat to you. He said Mr. Reid was his protector, and what would Colonel Outram or any other do to him; I then got up and went away. He did not say how Mr. Reid was his protector; he said that he had before sent a petition, so what could they do to him? He did not say to whom he sent the petition; I was frightened and went away.

Cross-examined by the Accused.

I went to your house about having been turned off by the Pole. I went two or three times, not often. I am not sure in what month it was, but I think in Asvin or Kartey; it is two or three years ago. You were sitting where you perform worship, in the Kaka Waree. It was about six ghurrees or a watch of the morning; there were two or three persons there, I do not know their names, I have known you about the Pole's villages. What more do I know of you? My father was employed in the village, and when he went I did the work; it was in 1903 or 1904.

By the *Commissioner.*] I did not mention my business to Nursoopunt that day. There were two or three men sitting there when I went there. I went, and they remained. I stayed but a minute. Nursoopunt was speaking, and angry when I went in. The people that I saw at Nursoopunt's are here to-day.

[The witness, admitting the above, withdraws.

Munsookram Pranjwun is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

Munsookram Pranjwun.

I went once to Nursoopunt's about Gunputrow Talleekur's business, at the time there was a dispute with a Deccanee Brahmin. I do not know his name, but know him when I see him. Nursoopunt said, my Bombay gentleman is powerful, what can your's do. He mentioned Rete or Reid Saheb as the Bombay gentleman. I did not hear him say anything about having written to Mr. Reid.

Reid. I do not recollect his saying anything about friendship with Mr. Reid. It is some time ago, but they had a good altercation about it. I cannot say whether anything was said about Baba Nafra. There was a grand dispute, and it is a long time ago.

Proceedings of Mr. Fyere on the Charges against Nursoo Punt.

Cross-examined by the Accused.

Gunputrow Tulleykur is a Concanee. I came to you with a report about some dispute in his business, and as you were quarrelling, I went away. He is a soldier in the Guicowar's service. He had a dispute about his money being sunk, and I was sent with the report to you. I was his vakeel, his servant, and came to you on his account. This was in 1905, in Ashvin or Karteg. I did not know you before. I am an inhabitant of Ahmedabad, and they said if I took the business to Nursoopunt, it would be done; you were then at worship. I did not meet you then, and I have not been to you since. I stayed there for half an hour or so, and saw you disputing, so I went away. I was sitting for some of the time, and standing part of the time. There were two others there besides, but I do not know who they were; they were there before me; the other two men were sitting there; the Brahmin was standing.

By the *Commissioner*.] I went away first. The business remains as it was. I have made three petitions to the Guicowar authorities. The Guicowar authorities have sent the business to the treasury, so supposing it will be settled, I have not petitioned the Resident. I did not see Nursoopunt that day; he was behind a curtain at worship. The people who were sitting there told me that Nursoopunt and Jeyram were the combatants. It is from having been questioned so much, that I have now remembered the Brahmin's name: it has recurred to me. I forgot it before. People frightened me so I did not go again to Nursoopunt's. I went to the door, but turned back from there. It was before they were disputing that I went to him, and he told me, that when the Bundee Shet came from Surat the business would be settled. It was only once that I went while they were disputing. I went some time before that to his house. In all I have been there about three times. I meant above that I did not know the Brahmin before. I have seen him on the road.

[The witness, admitting the above, withdraws.

Dwarka Brijlall is called in, and the affirmation having been administered to him, he is examined by the Prosecutor.

I have been once or twice to Nursoopunt's house. I do not know Jeyram Hybutrow. There was a Brahmin there, and they were disputing, and I, having listened for some time, and heard their dispute, and some gentleman's name, went away. I do not know what the dispute was about. He said that he had a great man in Bombay, but I do not recollect the gentleman's name he used. I am only a labourer, and it is a long time ago. I do not recollect hearing Baba Nafra's name mentioned. I am shortsighted, and could not see the Brahmin well, but he came with a peon when I was at a caste dinner, and called me, then I saw him; they came to call me here.

Dwarka Brijlall.

Cross-examined by the Accused.

I went to your house to inquire about ghee. I went once to your house with Dhamodhur Khandass, Wagjee's carcoon, and he told me if I had ghee, to give it there, so I went to inquire. It was in the year the Guicowar went to Pitland. I do not recollect the month. I did not see you at the time. I am shortsighted, and you were within. I stayed only a short time; there was no occasion for me to wait, so I went away. I am a Brahmin, and sell ghee, nothing else. I sold you ghee once; I live in the Gurnaree Pole. It was before this dispute I gave you the ghee. We were as far apart as the width of this room (about 20 feet). There were two or four people there, certainly sitting there; they were sitting at the time I came.

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By the *Commissioner.*] I sell three or four munds of ghee a year. I do not recollect how much I gave at Nursoopunt's; it was a couple of rupees worth.

[The witness, admitting the above, withdraws.

Kessowrow Nursew is called in, and the affirmation having been administered to to him, he is examined by the Prosecutor.

Kessowrow Nursew.

I RECEIVED the letter (C.) in a letter from my father, about January 1849, and he directed me to try and find out the writer of it; as I intended going to Bombay, I did not write, or do anything about it until I went there, which was in March I think. My servants unfortunately left the dufter, in which this letter was, at home. I discovered that only after landing in Bombay, when I was looking for the paper. As it purported to come from Mr. Morris, I went to him in the Sudder Adawlut, and informed him of the purport of the letter, and told him that as I suspected it was a trick of my father's enemies, I should be obliged if he would take the trouble to discover the author of it; then I went to the post-office, and inquired of a schoolfellow of mine, Babajee Sudoba, a clerk there, whether it was possible to trace the sender of it, but he said that it was a "bearing" letter, and so no register was kept. After my return to Surat, I sent this letter (C.) with a note to Mr. Morris, by Dyaram Petamber, a merchant who was going to Bombay. I asked him, as it was an important document, to be good enough to take it and give it to Mr. Morris himself, and also bring me back his answer. The answer I think I got from Mr. Morris about two months after, was to the effect, that he had not succeeded in tracing the author, and that writing from office (the letter was at home), so he did not return it, but that he would return it by some other opportunity. I showed the letter to Mr. Andrews, but am not sure whether it was before I went to Bombay, or after my return. The word "secret" was upon the inner envelope when I received it. I had two or three reasons for going to Bombay. I had a disease, and went to the Grant Medical College for advice, and I also went to see friends; they were mostly schoolfellows I went to see. I saw Mr. Malet in the secretary's office, though I was not previously acquainted with him. I saw Mr. Reid also going out of the secretary's office at the door. I went to see Mr. Reid at his house, but could not see him. I met him accidentally at the door of the secretary's office. I went and came back within about a week. I only called once at Mr. Reid's. I did not mention anything to him then about this note, nor to Mr. Malet. I do not know whether my father mentioned anything about it to Captain French. Nurbeeram did not tell me, when he returned from Baroda to Surat, that you had got a copy of this letter. My father did not mention to me what steps he had taken to trace the author of the note. I fancy he did nothing but send it to me. I do not know how a copy of it could have been obtained in Baroda. I think he sent it to me the day after he got it. I do not recollect whether my father's petition to Government was dated the 18th September, or whether his letter contained anything about Baba Nafra. It was because we could not find out who the person was that wrote the letter that my father did not mention it to his superior.

The accused does not wish to cross-examine the witness.

By the *Commissioner.*] I do not recollect my father's telling me when he sent the note, that a letter to the same purport had been received from Government; he merely said that the decision was in his favour, and that he had been acquitted. I never wrote to Mr. Morris, nor sent to him to get the letter back, except when my father was in Bombay with the Guicowar, he told me he had asked for it. My father did not write to thank Mr. Reid. Our reasons for thinking the letter a hoax were, first, its purporting to come under instructions from Mr. Reid, which we considered was impossible; second, that it was not Mr. Morris's handwriting; third, that it was not Mr. Morris's signature; and fourth, because we believed Mr. Morris to be a good man, who would not lend himself to such a thing. I never thought that it was Mr. Morris wrote it, but some person using his name. I am not aware of my father's ever having had any correspondence with Mr. Morris since he left the Reveune Commissioner's office. I do not think that there was reason to think this letter, dated as it is on the 3d January,

and

and posted on the 4th, coming with a letter of the latter date, and to the same effect from Government, a genuine letter rather than a hoax. I knew nothing of the Government letter, and my father, I suppose, relied on me, so that I did not know how much of Mr. Morris's letter was fact or not. I told Mr. Morris that I wanted to see Mr. Reid and other friends also. I told him that one of the objects of my coming to Bombay was to pay my respects to Mr. Reid. I am quite confident that I went to Mr. Morris for the purpose of speaking to him on the subject, and that it was I asked him to find the writer of the letter, not he who asked me for the letter. I am quite certain that I never wrote a second time to Mr. Morris on the subject of this letter, or to get it back again.

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[The witness, admitting the above, withdraws.

Rowjee Hurree having been called in, and the Affirmation administered to him, he is examined by the Prosecutor.

Rowjee Hurree.

I was Russeekram Dulputram's servant, and having a disagreement with him, went on that business to Nursoopunt's house, in Kartey 1905. It was about eight o'clock in the morning; he was at prayers. There had been some dispute between Nursoopunt and Jeyram Bawa before I went there; Jeyram said, I hear, Nursoopunt, you are going to take your pension; he said that was in Colonel Outram's time, and was very angry with Jeyram, and abused him, and gave Colonel Outram some abuse. I then got up, thinking if I spoke to him about money he would abuse me, so I went home. Nursoopunt said, "Mr. Reid, in Bombay, is my protector, so nothing can be done to me;" he said his memorandum had been sent to Bombay, and as there was a dispute, I went away. He did not mention what the memorandum was about.

Cross-examined by the Accused.

I have no acquaintance with you. I live near the Mudan Tank, in Baroda. I am a Rajvidu Brahmin. I have been five or seven times in your house. I went there once before the dispute with Jeyram. There were four men there certainly, when you were disputing; I was there for twenty minutes or half an hour or so, I am now out of employ; before that I was in Gorajee Pole's paga for five months, and before that in Juckla Mama's service. I do not go to Baba Furkey's. I came to your house last of all who were there. When I was going, the others got up. I do not know the names of those who were there, and people make all kinds of turbans now, so how can I tell whether a man is a Purboo or a Banian? I do not recollect the day I came to your house.

By the *Commissioner*.] I did not see Nursoopunt, he was at his prayers inside; I was outside. Nursoopunt was thoroughly angered, it was not mere warmth of expression he used.

The witness, admitting the above, withdraws; and in consequence of the lateness of the hour, proceedings are adjourned till to-morrow.

(signed) *W. E. Frere.*

Baroda, 16 August 1851.

The Commissioner resumes his proceedings from yesterday.

The prosecutor and accused are in attendance.

The prosecutor states, that he has two witnesses remaining unexamined, whom he had called with a view to prove the manner in which the witnesses, Bhow Narrotum, Munsook Pranjeeram, Rowjee Hurree, and Dwarka Brijlall, were discovered, in order to show that there was no collusion in the case, but as the accused has not in cross-examining these witnesses suggested collusion, he will not call them, unless in his defence the accused should produce evidence of collusion.

The prosecutor then states, that he wishes to have Mr. Morris, mentioned by Kessowrow in his evidence, examined, and as the Commissioner is of opinion that

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that Mr. Morris's evidence is requisite, he receives the questions, and the accused giving in questions on cross-examination, they are recorded below.

The Commissioner observing that the letter, No. 59, of the 4th January 1849 (D.), is copied by Mr. D. F. Fernandes, and examined by Mr. R. Eddy, is of opinion that they must know who had access to the records, and who, if they did not themselves, could have allowed the contents of the letter to transpire; he therefore determines to send questions to be put to them on the subject.

Wrote letter to the Commissioner and clerk of the Court of Requests, enclosing the above questions, and exhibits (C.) and (D.), with a request that he will take the evidence of the witnesses, and return them with the least practicable delay, and further proceedings in this case are adjourned pending the receipt of his answer.

(signed) *W. E. Frere.*

Monday, 8 September 1851.

Resumed this case from the 16th ultimo.

The prosecutor and accused are in attendance.

The Commissioner proceeds to record the answers received from Bombay to the questions sent under the above date.

Answers to questions put to Mr. Morris are recorded (H.)

Answers to questions put to Mr. Fernandes are recorded (I.)

Answers to questions put to Mr. Eddy are recorded (J.)

The prosecutor wishes to record Kessowrow's letter to Mr. Morris, and Mr. Morris's letter to Mr. Malet, referred to in his answers above (H.) and as these letters have been sent to the Commissioner by the Chief Secretary, they are recorded (K.) and (L.)

The prosecutor offers to record copy of a letter, dated 13th August 1849, from Purshotum Bechurbhaee, the nominal head of the firm, to Mr. Willoughby, found among the papers of Baba Nafra, to prove that Baba Nafra believed that as stated in exhibit (C.), Mr. Willoughby, on the departure of Mr. Reid, became the secret friend of the firm, and watched its interest in those affairs which came before Government, thereby affording corroborative evidence that Nursoopunt boasted of his influence with Mr. Reid.

The Commissioner is of opinion, that as this letter makes no reference whatever to Mr. Reid's former protection, nor to his having promised to interest Mr. Willoughby in their favour, and as Mr. Willoughby was personally better known in Baroda than Mr. Reid, it cannot be looked upon as in any way united with Nursoopunt, and he does not record it.

The Commissioner is of opinion that the evidence recorded above requires that further questions should be put to *Kessowrow Nursew*, who is accordingly called in, and the affirmation having been administered to him, he is examined by the Commissioner.

Kessowrow Nursew.

The main object I had in going to see Mr. Morris, in Bombay, was to speak to him about the note (C.); I do not exactly recollect whether I told him how I came not to have the note with me. Mr. Morris did not ask for the note; I offered to send it. I did not say anything to him about consulting my father before sending in the note. I told Mr. Morris that I should make inquiries at the post-office, and may have said that I was returning to Guzerat immediately, and so could make no further inquiries, but of this I am not certain. I went in the morning, before going to Mr. Morris, to the Grant Medical College, and I may have gone that morning, or the morning before or after, to Mr. Reid's bungalow; I am not certain. I may have mentioned to Mr. Morris that I wished to see Mr. Reid, as he was going home. I am certain that the note was the principal subject of my conversation with Mr. Morris, not the wish to see Mr. Reid; by the principal subject of conversation, I mean what was uppermost in my mind. I was in Bombay during the Hooly holidays of 1849. I think I left Surat about the 4th or 5th of March, and came down in a steamer. It was, I think, the third day after I arrived in Bombay that

that I went to see Mr. Morris; I remained six or seven days in Bombay. I am quite certain that the three months, and no part of it which elapsed between my return to Surat, and sending the note to Mr. Morris, was employed in consulting with my father whether to send the note or not. On my return to Surat I went to Bansda, I think immediately, and there fell sick; and could not return to Surat till about June. The note was, in my papers at Surat, but I think I left that evening. I took the note with my papers to Bansda, because I did not like to send it by post so long as I could send it by a private hand. I cannot say why I did not mention the reason of the delay to Mr. Morris. Dyaram Petumber was, I think, going by the steamer to Bombay. I think the steamers were going then, but I am not certain. My letter to Mr. Morris (K.), and the letter (C.), must both have been enclosed in another envelope. I have three school friends in the Secretariate in Bombay. Venaik Wasdew, his brother Ramchunder Wasdew, and Wasdew Pandoorung. I cannot recollect any others except Mr. Brown and Juggenath, who have, I believe, both left. I do not know Casinath Govindjee, there was one Yknath Govindjee, but I never saw him in the secretary's office. The word "paid" on the direction of my note to Mr. Morris is a mistake. I usually post-pay my letters, so generally put "paid" on the direction.

[The witness, admitting the above, withdraws.

The case for the prosecution is here closed, and the accused requiring until Wednesday the 17th instant to prepare his defence in this case, the case is adjourned until that day.

(signed) *W. E. Frere.*

Baroda, 17 September 1851.

Resumed this case from the adjournment of the 8th instant.

The prosecutor and accused are in attendance.

Recorded letter from Kessowrow Nurseu, dated 9th instant, correcting his deposition of the 8th instant (M.)

The accused reads his defence, which is recorded (N.)

The accused wishes to record Dwarka Brijlall's original deposition of the 6th September 1850, to prove that the 20th November 1848 was the day on which he was reported to have made use of the abusive language concerning the Resident, and his friendship with Mr. Reid.

As a translation of this has already been recorded for the prosecution (B.), this document is not required.

The accused wishes to record the memorandum-book of the Residency for November 1848; the Resident having produced it, extracts, being memoranda of the 19th and 20th November, are recorded (O.)

The accused then calls the following witnesses:

Narayenrow Chimajee is called in, and the Affirmation having been administered to him; he is examined by the Accused.

Narayenrow Chimajee.

When Nursoopunt gave me the document (E.), I put it into the bundle; I know nothing else about it; you did not take any gentleman's name at that time; you only gave me the paper.

Cross-examined by the Prosecutor.

The paper is in Hurreepunt's handwriting, I do not know who went to take it; he might have gone; I do not know whether I was present when Hurreepunt returned with the translation; I never heard Nursoopunt say that any gentleman was his patron.

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By the *Commissioner.*] I do not know whether it was customary to make translations of such papers as these or not; there have been several translations made of letters from Government; there are many of them in the records. I am quite certain that Nursoopunt, when he gave me this paper, only said, put it in the bundle. I am sure he said nothing else. I have no circumstance upon which to found my recollection that the above was all he said. Besides letters to be communicated to the Durbar and guaranteed parties, it is customary to translate orders from Government which are to be communicated to petitioners, but I cannot say whether that is applicable to this paper or not; but Nursoopunt's petition is mentioned in it.

[The witness, admitting the above, withdraws.

Moroba Hurree is called in, and having had the Affirmation administered to him, he is examined by the Accused.

Moroba Hurree.

I recollect that about two and a half years ago Hurreepunt said that Mr. Hykoop had given him the answer which had come from Government concerning your pension, and Hurreepunt was sent to have it translated, and he brought back the translation, but what was written in it I cannot tell. I did not hear you mention any gentleman's name when the translation was brought to you.

Cross-examined by the Prosecutor.

I was sitting near Hurreepunt, who was sitting next to Nursoopunt at the time. I go to Nursoopunt's sometimes; I do not go to do anything there, I go to inquire after his health; sometimes I copy papers for him; I sometimes take Nursoopunt's papers to Mr. Williamson to translate, and he asked 230 rupees for the job. It was Nursoopunt got me my appointment in the Residency. I came to this part of the country on expectations from Nursoopunt, and had my meals in his house, until I got an appointment. I do not know what charge there is against me; I only know that Mr. Battye told me that an order had come from Bombay for me to be suspended, as I was in collusion with Nursoopunt.

By the *Commissioner.*] I was writing in the office when Hurreepunt brought the translation; I was about three cubits from Nursoopunt when Hurreepunt brought the paper; Nursoopunt took the translation from Hurreepunt, but I did not hear what he said to him; I think Nursoopunt must have kept the paper; I am not certain whether he returned it to Hurreepunt or not, but most probably he kept it in his own bundle.

[The witness, admitting the above, withdraws.

Tatya Wittul, Rushee, is called in, and the Affirmation having been administered to him, he is examined by the Accused.

Tatya Wittul.

I have been in the habit of going to your house every day in the morning for three or four years, since you have been in Baroda. You were not in the habit of taking any Moosulman, Parsee, or European's name when at your prayers; you were at prayers for about two hours and a half; no Purboes, Banians, or others came into the room while you were at prayers; none but Brahmins came there; you did not speak ill of any during your prayers. I know Jeyram Hybutee by sight; I have no intercourse with him; I never heard of your having any dispute with him in Sunbut 1904 or 1905; I am not of the same caste with you; I am a Deshust, and you a Kurara Brahmin.

Cross-examined by the Prosecutor.

I have known Nursoopunt since I was taught by the schoolmaster, who held a school in his house at Ahmedabad, since I was eight or nine years old; I am now about 50; I have been a cloth-merchant in Baroda; I have never been a servant;

servant; I go to Nursoopunt's for the toolsee flowers for worship, and sometimes I sell him cloth. I go every day, sometimes at about seven, sometimes half-past, sometimes at eight o'clock in the morning; there is no fixed time; sometimes, if I have any business, or am hindered, I do not go, but otherwise I go every morning to his house. I sit on the carpet, and Nursoopunt is inside at his prayers. Brahmins, beggars, and veydantee certainly come and sit on the carpet at that time; except Brahmins, no others come in at that time; Goozerat Brahmins are admitted; I never saw any Moosulman there. If any low-caste people were to come there, the people of the house would not send them away. I do not know what would happen if people came on business; that is not business time. I now go every day to his house. Proceedings of Mr. Frere on the Charge against Nursoo Punt.

Re-examined by the Accused.

Purboes, who live in your house, come as far the carpet, and sit there; they do not go inside. I know nothing of other purboes.

By the *Commissioner*.] Nursoopunt has made a new oratory of a room, and sits inside, at worship; the door is open; sometimes he puts up a curtain there; he does not always; generally it is open. When Nursoopunt is at prayers, people sitting on the carpet would see him; those not on the carpet would not see him; the carpet is outside on the veranda; the carpet is not all over the veranda, only on three or four cubits of it. Sometimes Nursoopunt sits on one side, at his prayers, and then people sitting in the veranda, and not on the carpet, would not see him; when he sits forward they might see him. In the hot weather Nursoopunt sits in front of the door, not in the cold weather, then he sits on one side.

[The witness, admitting the above, withdraws.

Kasunath Mahadew is called in, and the Affirmation having been administered to him, he is examined by the Accused.

I have been in the habit of coming to your house every day for three or four years while you were at Baroda; I came always at your prayer time; you never took any Parsee, Mussulman, or European's names while you were at prayers; you were not accustomed to abuse any people while at prayers. Kasunath Mahadew.

Cross-examined by the Prosecutor.

I am a physician; I go to everybody's house who call me to attend them; I go constantly to those persons with whom I am on terms of friendship, and to others when they send for me. I have been on terms of friendship with Nursoopunt for four or five years, since he came to Baroda. I go to Nursoopunt's at about quarter past seven, or quarter before eight in the morning; my house is near Nursoopunt's, about half as far again as from this to the office (about 200 yards); I stay at Nursoopunt's till he has finished his prayers and bathing. If there is any occasion, I go into his house, otherwise I sit near him while at prayers. I sit quite close to the door where he is at prayers; there is carpet there; there is the carpet * there, and beggars and others sit there. There is no fixed number who come there; sometimes they come in numbers; sometimes but three, four, or five come there; no fixed number. They come to beg, and to salute him. No people come for conversation, or to petition him. People come there to sell clothes; ghee and things of that kind. People who come there can see him at prayers. I get some 50 rupees or so a year from him. I might have failed some days to go to Nursoopunt's house. I do not know of any responsible people besides myself who frequent the house daily; beggars come there.

* *S. O.*

Re-examined by the Accused.

People who come to your house with things for sale, go to the carcoon and others about it; they do not come to you.

By the *Commissioner*.] I know Tatya Rushee; he comes constantly to Nursoopunt's house; by constantly, I mean daily; he sometimes has business, and does not come. I never saw any low-caste people there. Banians and people with things for sale come there. Purboes might come there, but for the most part I should say they did not.

[The witness, admitting the above, withdraws.

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The accused having no further evidence to produce, the defence is therefore here closed; and the prosecutor requiring until Thursday, the 25th, to prepare his reply, the case is adjourned until that day.

(signed) *W. E. Frere.*

Thursday, 25 September 1851.

Resumed this case from the adjournment of the 17th instant.

Th prosecutor and accused are in attendance.

The prosecutor proceeds to address the Commissioner in reply to the defence.

The prosecutor then offers the following documents in support of his reply:

Nursoopunt's application for a pension, to prove that before November 1848 he had sought permission to retire from the service.

The Exhibit (P.), proving that the application had been submitted to Governmen on the 9th September 1848; this evidence is not required.

Letter from Government, No. , dated 8th February last, to prove that Colonel Outram had made an application to Government to be furnished with copy of Nursoopunt's petition of the 18th September 1848, and had been refused it. (P.)

Letter from Government, No. 60, dated 4th January 1849, forwarding Jeyrow Hybutrow's petition (A.), and Captain French's answer, No. 14, dated 9th January 1849, (Q.) and (R.)

The prosecutor offers Jeyrow's deposition before him, as well as the deposition of other parties, translations of which form the Appendix of (B.) As the translations have been filed, the Commissioner does not think it necessary to file the originals, and they are rejected.

The prosecutor then calls the following witnesses.

Muncherjee Mehorwanjee, who is sworn, and examined by the Prosecutor.

Muncherjee Mehorwanjee.

There was no other writing but English on the letter (C.), of which I made a copy; the sheet of paper on which the note was written was full; it was not torn at all. It is now torn, and must have been torn since I copied it. I have not told anybody that there was Maratha or Goozerattee writing on the paper; but I have mentioned to somebody that seeing it was torn, I suspected that there had been writing on it.

Cross-examined by the Accused.

I kept the letter for upwards of two years without producing it, because Colonel Outram was not here, and there was no occasion to produce it; I did not show it to Baba Furkey, because he does not understand English; but I spoke to him about it. I mentioned it to Colonel Outram a few months after he came here, when I heard that he was going to Bombay, and that charges were to be brought against you, now eight months ago nearly. I do not keep Baba Furkey's accounts: I cannot tell when he went to or came from Bombay in 1850.

[The witness, admitting the above, withdraws.

Kessowrow Nursew is called in, and the Affirmation having been administered to him, he is examined by the Prosecutor.

Kessowrow Nursew.

I cannot tell how the note (C.) came to be torn; it was not torn, I think, when I sent it to Mr. Morris. I never read any endorsement upon it; nor did I write any memorandum on it.

The accused having no questions to put, witness admitting the above, withdraws.

The prosecutor then offers to call eight witnesses to prove that Nursoopunt was in the habit of holding assemblies, and transacting business of a morning at his own house. As Nursoopunt in his defence has only produced witnesses to prove that he never mentioned the names of low-caste people while at his prayers; and merely asserts that he never had people on business at his house, but has produced no evidence of it, the Commissioner cannot under the Act receive this.

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Heerachynd Hurreebhaee is called in; and the Affirmation having been administered to him, he is examined by the Prosecutor.

Heerachund Hurreebhaee.

The document now shown me is in my handwriting; the date which I have put there as Kartey Vud 10th, I must have done by mistake; I cannot find it in the depositions; but on looking at the petition (A.), I find that that date is to it, so my mistake has probably arisen from that petition.

Cross-examined by the Accused.

Though Jeyrow in his petition does not mention that he had had any conversation with you on the 10th Kartey Vud, still having the petition, and all the papers by me when taking Dwarka's deposition, the mistake arose from it. Jeyram might have been present sometimes, and sometimes not, when the depositions were being taken, but he was not sitting near; he must have been outside. It was not from my asking Jeyram, nor from his sitting by, when I took the deposition, that I inserted the date into the question. The deposition was taken in the Resident's presence, and read over to him, and his signature taken upon it.

[The witness, admitting the above, withdraws.

The above deposition of Dwarka Brijlall, dated 6th September 1850, is recorded (S.)

The prosecutor having no further evidence to produce, this case is closed.

(signed) *W. E. Frere.*

FINDING.—*Seventh Charge.*

IN this, the last charge against Nursoopunt, he is accused of "having at various times, between the 12th September 1848 and 1st May 1850, made an improper and unauthorised use of the name of the Honourable Mr. Reid, late member of Council, and encouraged the belief at Baroda that he enjoyed the support and confidence of that gentleman." To this, as to all the other charges, he has pleaded not guilty.

From the evidence produced in the case, it would appear that the time within which the offence was committed might have been restricted to a much shorter period than a year and three-quarters, not only because Mr. Reid had left India in the month of March 1849, so that the use of his name after that could have been nothing but a vain boast, but also because the witnesses in their depositions restrict the occasions to once about November 1848, and a second time about January 1849, and in considering the evidence the Commissioner will examine that which bears on each occasion separately.

To prove the first occasion on which Mr. Reid's name was unauthorisedly and improperly made use of, the prosecutor has produced the witnesses Jeyram Hybutrow, Bhow Nurotum, and Rowjee Hurree, all Brahmins, and Munsookram Pranjeewun and Dwarka Brijlall, both Banians.

Jeyrow (page 1619) deposes to having gone to Nursoopunt's one morning at prayer time, about October or November 1848, and to have asked him how his business (apparently restoration to office), would be settled, as Nursoopunt was about to take his pension; at his pension being mentioned, Nursoopunt got angry, and asked who was going to give him his pension; he then abused Colonel Outram, and said that Mr. Reid was his protector, and that he need not take his pension, and though the Resident had written for him to take it, yet he (Nursoopunt) had sent a detailed petition of all his service to Bombay, and had protection in Bombay, and would take his pension when he pleased; that his protection extended to Bombay, and nobody could take his relations' names.

The other four men corroborate Jeyrow's account, and that forms the evidence to prove the first occasion. Pages 1620, 1621, 1623.

Against this, Nursoopunt defends himself in the third and four following paragraphs of his defence (N.); in the two first, by showing that Jeyrow was not to be believed, and was at enmity with him, or at least a friend of his rival Baba Furkey. In the next para. he takes objection to the other four witnesses. In the sixth, he urges the impossibility of the witnesses having been at his house, or his having made use of the words imputed to him; and in the seventh

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para., he shows that if the 10th of Karteg be the day on which the conversation is said to have taken place, he was then absent from Baroda. The only evidence he has produced are two witnesses, Tatya Wittul and Kasinath Mahadew, to prove that low-caste men did not come to him at prayer time, and that he was not at that time in the habit of abusing people, or taking the names of low-caste men.

The Commissioner, in considering these arguments, will not follow the above arrangement, but will first consider the time at which the transaction is said to have taken place. The witness Jeyrow says, (page 1619), that it was in Ashwin or Karteg 1905, as if he had said December or January of such a year, but explains himself by showing that he meant Ashwin of 1904, or Karteg 1905. Nursoopunt, in his defence, para. 7, takes advantage of the question put to Dwarka Brijlall by the Resident on the 6th September 1850, (the last paper in (B.) in which Jeyrow is assumed to have stated that it was on the 10th Karteg, which corresponds with the 20th November of 1848, that the transaction occurred, and proves by extracts from the native agent's diary (O.), that on that day he was with Captain French, in attendance on his Highness the Guicowar at Petland, thereby completely proving an alibi, if the 20th November was the day of the quarrel. But there is nothing in Jeyrow's evidence to fix that day, nor does Dwarka, in his answer, assent to it; he merely says that it happened about that time; and the way in which Heerachund, the carkoon (page 1629), accounts for his having taken that day, is to the Commissioner satisfactory, viz., that it was the date of Jeyrow's petition to Government, which he had before him at the time, and that he put the date into the question by mistake, and the Commissioner is therefore of opinion that the conversation, if it took place at all, did not occur on the 10th Karteg, but on some other day about that time, as deposed to by the witnesses.

And next, as to the time of day, the witnesses show that it was during the first watch, Nursoopunt's prayer time, which according to his own witnesses was the time at which people attended him.

To this part of the evidence Nursoopunt, in the sixth para. of his defence (N.), answers that it was well known that Purvoes, Banians, and Soodrs of all kinds, were prohibited from entering his room while at prayers, and that it is not customary to mention the names of Mussulmauns, Europeans, and low-caste people, or talk of such trifles as the present at prayer time. That it was universally known as a rule with him never to allow people to come to his house and speak with him on matters of business, and if by chance any man came he told him to go to the cutchery, but if he persisted he had him driven away; of this, however, the only proof he has offered is the evidence of Tatya Vittul and Kassinath Mahadew, who had been in the habit of attending at his house at prayer time every morning, and depose to his never taking Mussulmauns' Parsees', or Europeans' names at that time, and that Purvoes, Banians, and others, except Brahmins, were not allowed to come into the room, and that they never heard him speak ill of, or abuse any people at that time. It appears, however, from their cross-examination, that Nursoopunt performs his prayers and ablutions in a room, and that in front of the door of this room a carpet is spread, upon which the Brahmins, whether those versed in the vedas, beggars or others, sit, while Purvoes, Banians and others keep off the carpet; but as this is only three or four cubits long, though the people of inferior caste do not come into his room, they still are not, by the showing of his own witnesses, very far off. The witnesses, however, cannot tell what would happen if people came on business at that time, and as they have been in the habit of attending his house for three or four years, it appears strange if Nursoopunt was so exact in keeping people from interrupting him at home with matters of business, that he should not have produced evidence to prove the fact, or his witnesses should not have in that time learnt what the consequence of interruption was. As regards the assertion that it is not customary to talk of such trifles at prayer time, the Commissioner does not clearly understand what trifles Nursoopunt refers to, whether his own business or the witnesses'; if he refers to the subjects upon which the witnesses say they came to talk about, they being matters of importance to the suitors, ought not to be looked upon as trifles by him; and the third para. of his defence, in which he says he was so downcast from the situation in which he was placed, prevents its being supposed that his own affairs were the trifles he could not talk about, so that there appears to be nothing to have prevented the conversation deposed to taking place, and the two Banians and three Brah-

Page 1626, 1627.

mins

mins being present at that time in the morning when Nursoopunt was accessible to his friends or dependants.

As regards the witnesses themselves, Nursoopunt, in the third para. of his defence (N.), states that Jeyrow has been turned out of the public service, and ordered not to be re-employed, and though he may have come to his house since then, he had no reason whatever for quarrelling with him, but that the petition (A.) was sent to Government, and all this evidence, and the petition were got up against him by Jeyrow's friend, Baba Furkey, in hopes of strengthening the recommendation then made that Baba Furkey should succeed Nursoopunt. He then goes on and urges the depressed state he was in at that time, as a reason why he should not give utterance to such improper and presumptuous language.

Regarding his assertion that Jeyrow was turned out of the public service while his son Kessowrow was native agent in the Rewa Kaunta, he has produced no evidence, and Jeyrow himself declares that it was not the Government servants, but the ryots, who procured his dismissal, and Nursoopunt himself admits that he came sometimes to his house, so that there is nothing improbable in his story, and excepting that the prosecutor (B.), admits him to be a man of notoriously bad character, the Commissioner would have had no occasion to suspect him; his story is very plausible, and consistent with the native character, and nothing seems more likely than, visiting Nursoopunt sometimes as he did, he should have excited his anger by referring to his compulsory resignation.

As regards the other witnesses, Nursoopunt says, in the 5th para., that he never knew Rowjee but once, and that he never saw the other three in his life-time; that as the Pole's villages were being managed by the Resident, Bhow Nurotum could not have come to him about them, and that he has ascertained that Dwarka Vrizlall is a friend and next-door neighbour of Bugwan Bowanee, one of the witnesses in the last charge; so that, although Colonel Outram, in the 47th para. of his statement of facts (E.), recorded in the Sixth Case, says there is no ground to suspect collusion, there still is every reason to believe it to exist.

The Commissioner here, as he has invariably, as the assertions occurred, informed Nursoopunt that he could not give any weight to mere assertions, and that whenever he made them, if he wished them to be believed, he must bring evidence to support them. This he has not done; so the Commissioner of course concludes that Dwarka's evidence is quite as good as that of any of the other witnesses; indeed, as regards him and all the three others, Nursoopunt has had their names before him as witnesses for upwards of three months, and if he does not produce anything to show that they are not worthy of credit, the Commissioner sees no reason why they are not to be believed.

The slanderous petition to which Nursoopunt refers in the 4th para. of his defence, as having been prepared against him by Jeyrow, is that which forms Exhibit (A.) in this case, which purports to be from one Venayek Dhondeo, and which it appears from Exhibit (Q.) Government received on the 25th November 1848, complaining that Nursoopunt was in the habit of receiving bribes, and had delared that as he had Mr. Reid's support, he cared for no one, and would not allow those whom he supported to be injured, but could debase all he liked, and he would do so to those who desired his departure. This petition was, on the 4th of January 1849, sent to Captain French, with Mr. Chief Secretary Malet's letter, No. 60, with orders that he should ascertain and report whether the petition was *bonâ fide* from the party indicated. From the endorsement on the letter, it appears to have been received on the 9th, and the letter-book also shows the same date. The petition, however (A.), bears a note in Mahratta that it was received on the 8th, and Nursoopunt informed the Commissioner, and it very well accounts for the difference in the dates, that the letter was received on the 8th, and the enclosure given to him then, but that it was not entered as received in the English writer's office until the 9th, when the letter was sent there, together with Captain French's answer, No. 14, of that date (R.) to be copied. In this letter Captain French informs Government that no such person as Venayek Dhondew Abhesunker was to be found.

It appears, however, from Colonel Outram's letter to Government (207 B.), dated 7 September 1850, that about the 11th July 1850, he discovered that a person named Jeyrow Heybutrow, a man of bad repute, was the author of Venayek Dhondew's petition.

We have above seen that there was nothing in the circumstances of the time

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and place to render what the witnesses have deposed to improbable, nor in the witnesses themselves to render their evidence unworthy of credit; so we will now proceed and consider the evidence itself. Nursoopunt, in the 5th para. of his defence, says that there is no occasion for him to point out all the discrepancies in the evidence of these five witnesses, and consequently points out none whatever, but calls particular attention to Munsookram's. The Commissioner cannot see anything in it to justify his rejecting it, though some further observations will be made upon it below.

There is always much room for remark on the evidence of witnesses deposing to facts and conversations they have overheard, as these five men have done; and the Commissioner always receives such evidence with reluctance, and weighs it with a strong bias against its credibility; and in this particular instance it appears improbable that Jeyrow, who made the petition to Government on the 20th November 1848, should not, before the 11th July 1850, have ascertained the names of those who were present at Nursoopunt's with him, and that it was not until the end of August, though questioned in July, that he should have set about searching for them. In a word, the Commissioner cannot believe it; but his knowledge of the native character leads him to conclude that Jeyrow's statement that he did not know these men, but would recognise them if he saw them, was only what a native would say under similar circumstances, and it is what he really did say in his examination before the Commissioner upwards of a year after he had pointed the men out, and they had been examined by the Resident, when he, without doubt, and as he subsequently admits, became acquainted with their names. There is nothing tangible, or open to direct refutation in the witnesses' evidence, except that of Munsookram, who says he went to Nursoopunt's on Gunputrow Talleekur's business. This, though Nursoopunt had denied that he was the Kuddeem's vakeel, he has brought no evidence to controvert; and if his evidence is false, Nursoopunt could have proved his assertion that he was not the Talleekur's vakeel, and, moreover, that the Tallekur had no business pending at that time, with as much ease, and with scarcely more stretch of memory, than was required to prove his *alibi* on the 20th November 1848. Munsookrum's evidence, then, would lead to the conclusion that these men did meet at Nursoopunt's, but then Munsookram did not see Nursoopunt, nor could the others, for there was a curtain up. Again, Nursoopunt when cross-examining these witnesses, never suggested that his own witnesses, Kassinath Mahdew and Tatya Vittul, might have been present, which, to give the evidence of these latter any weight, he certainly ought to have done. And, lastly, as regards the words spoken, the Commissioner must admit that, though very unbecoming, they were what a man in Nursoopunt's situation would very probably use, and that the result has shown he used, with what to the ignorant must appear a great show of truth. Again, Venayek Dhondew's petition was written and received in Bombay nearly six weeks before Government had decided that Nursoopunt might be allowed to withdraw his application to retire, and the story therefore could not have been fabricated on the strength of the favour then shown him; grounds for it must have arisen before, and as the speeches alleged to have been made by Nursoopunt are not such as a man would invent without some foundation for them, the Commissioner, reluctant though he always is to admit such evidence, is compelled to declare his conviction that Nursoopunt did, prior to the 20th November 1848, boast of the support he received from Mr. Reid, as deposed to by Jeyrow and the other four witnesses.

We next come to the second occasion on which Nursoopunt is alleged to have made a similar boast.

On the 8th January 1849, Mr. Chief Secretary Malet's letter, No. 59, dated the 4th January 1849, Exhibit (D.), was received, in which Government acknowledge Colonel Outram's letter of the 9th September, enclosing Nursoopunt's request to be allowed to retire on his pension, but allow Captain French to retain him if he is content to remain. When this news was promulgated, Nursoopunt told Mr. Hykoop (pages 1617, 1618), that it was from having Mr. Reid's support that he got over it; and when he had had a translation of it made, he told Hurree Appajee, who brought it to him (page 1618), that Mr. Reid was strong in council, and so he got this order. This Bajeeba, another witness called (page 1618), did not hear, nor did Narayen Row and Maroba (page 1625, 1626), called by the accused (para. 8), hear it; but the Commissioner does not think their evidence of so much value as that of Hurreepunt, who brought the paper, or of Mr. Hykoop, both of whom Nursoopunt adjured to speak the truth, and

to

to the former of whom Nursoopunt, in cross-examining him, admitted that he made some remark in acknowledgment of his good fortune.

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But in addition to this, Nursoopunt received from Bombay the letter (C.), dated 3d January, but with a post-mark of the 4th, purporting to come from Mr. Maurrice, and to be written at Mr. Reid's desire, telling him that Mr. Reid had strongly recommended his case to Government, and that Captain French would be informed that if he, Nursoopunt, wished to continue as native agent, Government would have no objection to his withdrawing his application. This version of the letter, though, as far as Nursoopunt was concerned, having the same result as Mr. Malet's, was very differently expressed from his, which only gave Captain French the option of retaining Nursoopunt if he required his services, and Nursoopunt was content to remain; but the letter went on further, and stated that Baba Furkey was not to be allowed to have anything to do with Government business, which certainly was in Mr. Malet's letter, and almost in the very same words. Nursoopunt is also informed that, through the favour of Messrs. Reid and Willoughby, the guarantee to Hurree Bhugtee's firm which Colonel Outram had recommended should be cancelled had been saved, but this is not alluded to in Mr. Malet's letter.

This letter, Nursoopunt says (N., para. 9, clause 1), he sent immediately (clause 7), next day to his son, Kessowrow, at Bansda, near Surat, as he concluded it was a trap laid to catch him by some of his enemies, and directed Kessowrow to write to Mr. Morris, the only person with a name of similar sound that he knew, and ask him to make inquiries and trace out the author. However, from Munchurjee Mehawanjee's evidence (page 1619) it appears that somebody, he does not know who, brought him the letter, before it was sent to Bansda, to explain and copy, and as he was a well known friend of Baba Furkey's, and saw his name in the letter, he kept a copy for himself, which he gave some time ago to Colonel Outram. Kessowrow (page 1622), however, instead of obeying his father's orders, if they were such as he mentions, kept the letter intending to take it with him to Bombay, whither he was going in March. He, however, forgot it, but spoke to Mr. Morris about it. Mr. Morris, in his deposition (H.), does not bear out Nursoopunt (para. 9, clause 2) and his son, for he says that it was he asked Kessowrow to let him have the letter, with a view to discover who had made use of his name; and that Kessowrow, though hesitating at first, subsequently appeared to fall into his views, and promised, after consulting his father, to let him have the letter, but did not send it for three months; nor does Kessowrow in his letter (R.) account for the delay.

Mr. Morris, however, does not appear to have been more active in his inquiries than Kessowrow, for in his letter to Mr. Malet (L.) he mentions that he showed the letter to Mr. Rouget and Mr. Showell, and that the latter showed it to Mr. Thomas, but without being able to detect the handwriting, and that it was returned to him shortly before he gave it to Mr. Malet, which was in the end of April last. But the question of the handwriting is only of secondary importance, or rather, as regards Nursoopunt, of no importance at all; for all that concerns him is whether he made use of this letter as a boast, or whether he really did believe it to be, and treated it as if it was, a hoax.

There is, in the Commissioner's opinion, but one reason why Nursoopunt should have thought this letter a hoax, and to that Nursoopunt has not referred; it is because the letter was sent bearing postage, and not franked, as it ought to have been if it came from Mr. Reid, or was written with his permission. For if there was no objection to Mr. Reid's causing this news to be communicated, there could be no reason why he should not frank the letter; and even if he knew that he was doing wrong by desiring a man to communicate news to Nursoopunt, still his frank on the envelope would not have been more embarrassing to him than would his name mentioned by his amanuensis be in the letter itself. With this one exception, everything was in favour of the letter being genuine. It was accompanied to Baroda by a letter to the Resident, corroborating the fact that Nursoopunt might remain in office, and that his rival (Baba Furkey) was overthrown. It also mentioned a fact, apparently passed over by Government *sub silentio*, that Hurree Bhugtee's guarantee was not, as recommended by Colonel Outram, to be forfeited, and it desired Nursoopunt to thank Mr. Reid through the writer. Now, there does not appear anything in the letter to awaken the suspicions of the most distrustful, nor the fears of the most timid; but there is every reason why Nursoopunt should have believed the letter true, at once have

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acknowledged the receipt of it, and have conveyed his thanks for the consideration shown him. If he had at once, in this apparently most natural manner, written to Mr. Reid himself, he would only have adopted the course which any man would be expected to do; and if he did not do that, we can only conclude that, contrary to all reason, he considered it a hoax, or else that he knew it did not come from Mr. Reid, but from one of his own correspondents in the Bombay Secretariate, or from some person there anxious to open a correspondence with him; for, except from the Secretariate, he could not have obtained this news so early, unless from one of the members of Government. And his answer might, and ought to have been, couched in such terms that his worst enemy could not have turned it against him, even if he had, as he says in the fifth clause of the ninth para. of his defence, from the first believed it to be a hoax.

If Nursoopunt ever did answer the letter to Mr. Maurrice, though no such name appears in the Bombay "Directory," it must have found its destination; for the Commissioner could not, from January to August 1849, find any "unclaimed" letters bearing that address published in the Government "Gazette."

But now, assuming that Nursoopunt did believe the letter to be a hoax, let us see whether his conduct justifies that assumption, and that he tried to discover the author. The plain and straightforward thing for a man to have done, would have been to have sent the letter to Mr. Reid, in order that he might find out the delinquent, and ascertain how the news got out of the Secretariate; but Nursoopunt, in his defence (N.), para. 9, clause 5), concludes there was no use in writing to Mr. Reid, or informing him, until he had ascertained to a certainty who the writer was; but this argument is puerile; what did it signify to Nursoopunt who the writer was; he had nothing at stake, he had nothing to lose or gain by discovering the delinquent; and he at Baroda, or his son at Bansda, or during a week's visit to Bombay two months after, were not likely to ascertain who had written a letter from Bombay, if the writer had any wish to remain concealed.

Nursoopunt's having a copy made of the letter, before sending it to his son, would in any case (if he admitted it) have been a very natural piece of procedure; and if, in addition, he wanted to promulgate his intimacy with Mr. Reid, and emblazon his victory over Baba Furkey, one of the Baba's friends was the best copyist he could choose. Kessowrow having forgotten the letter when he went to Bombay, and not sending it for three months after his return, shows great apathy on his part, even if we do not give the fullest weight to Mr. Morris's idea that he was reluctant for his having mentioned it at all to Mr. Morris, has a favourable appearance, whether it was done with a view to ascertain what Mr. Morris knew about it, or for any other purpose, but that alone is not sufficient to atone for his former and subsequent neglect.

The Commissioner pointed out to Nursoopunt the very strong proof his letter to Kessowrow on the subject would be, as he must have sent it through the post-office; but as he has not produced it, the Commissioner cannot believe that either the father or son were in earnest in their endeavours to discover the author of the note, if they did not from the first know who he was, and consequently that Nursoopunt's conduct does not justify the idea that he believed the letter to be a hoax, or that he treated it as such, or that he tried to discover the author of it.

Upon the whole of this case, then, the Commissioner arrives at the following conclusion. That Nursoopunt, when angered by Jeyrow, some time before the 20th November 1848, made an improper use of Mr. Reid's name; that he made a similar use of it to Mr. Hykoop and Hurreepunt, on or after the 8th January 1849; and about the same time, with a view to the further promulgation of his boast, he had a copy of a letter he had received from Bombay, purporting to come under instructions from Mr. Reid, made by Muncherjee Mehrwanjee, an intimate friend of his rival, Baba Furkey; and that Nursoopunt has not attempted to show that he was in any way authorised to make this use of Mr. Reid's name.

(signed) *W. E. Frere.*

(True copies.)

(signed) A. Malet, Chief Secretary.