

I find on the issues as follows: - I think that on the issues of my father's estate - I submitted in the year 1853 an affidavit that this is a testamentary & not a gift. Whether the offerings and presents received by the 1st Agha Khan and each of his ancestors since A. D. 1770 and earlier from the Khojas in Bombay and elsewhere and also from Ismaili Shias or the investments now representing the same form part of the entire estate of the 1st Agha Khan's own family as alleged in para. 2 of the plaint.

oto.

2. Whether the offerings and presents made to the 1st and 2nd Agha Khans respectively were not the absolute property of each of the said Agha Khans respectively and whether the Plaintiff is entitled to any interest in such offerings and presents as alleged by her in the plaint.

Yes (the first part) and oto (the latter part.)

3. Whether there are any investments now representing the offerings and presents received by the 1st Agha Khan's predecessors who were

Spiritual

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Spiritual heads of the Shiah Imami
Isma'ilis as stated in para. 2 of the
plaint.

Its evidence. - Its.

4. Whether the 1st Agha Khan
received an allowance of Rs. 3000
per month from the Government of India
as such Spiritual head of the Shiah
Imami Isma'ilis as alleged in para.
2 of the plaint.

Its.

5. Whether the said allowance
of Rs. 3000 was not received by the
1st Agha Khan for his services to the
British Government in or about the
Christian years 1843-44.

Yes.

6. Whether the said allowance
to the 1st Agha Khan formed part
of the entire estate of the 1st Agha Khan's
own family as alleged in para. 2 of
the plaint.

Its.

7. Whether the Plaintiff has any
rights in the presents and offerings
or in the investments now representing
the

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The same as claimed in para. 2
of the plaint.

No.

8. Whether the Plaintiff has any
rights in the said allowance from
Government or in the investments
now representing the same as claimed
in para. 2 of the plaint.

No.

9. Whether the 1st Aga Khan
^{in the year}
~~after~~ 1845 ~~purchased any estates~~
possessed extensive estates in
Persia as alleged in para. 3 of
the plaint.

No.

10. Whether the 1st Aga Khan
after 1845 purchased any estates
in British India with the aid
of monies derived from the in-
come of his extensive estates in
Persia as alleged in para. 3 of
the Plaint.

No.

11. Whether the 1st Defendant ever got possession or is now in possession of any estates in Persia which belonged to the 1st Aga Khan as aforesaid.

No.

12. Whether the 2nd Aga Khan continued the same policy as alleged in para 4 of the plaint.

No.

13. Whether the 2nd Aga Khan ever bought any properties in British India with the aid of the income of the 1st Aga Khan's extensive estates in Persia as alleged in para 4 of the plaint.

No.

14. Whether the 1st Defendant ever got possession of or is now in possession of any properties such as are mentioned in the 13th issue.

No.

15. Whether the 1st Defendant as Titular head of the 1st Aya Khan's own family receives offerings and presents and an allowance from Government as alleged in para. 4 of the plaint.

No.

16. Whether the offerings and presents that the 1st Defendant receives from his followers are not given to and received by him as the Hazar Imam and in consequence of the veneration and devotion of the Shiah Imami Ismailis to his person.

Yes.

17. Whether the offerings and presents mentioned in the last issue are not given to and received by him as his own absolute private property.

Yes.

18. Whether the allowance of Rs. 1000 per month received by him from the British Government

^{20²}
is not given to him in recognition
of the 1st Agha Khan's services to the
British Government for his own use
absolutely.

Yes.

19. Whether the allowance re-
ceived by the 2nd Agha Khan from
the British Government was not his
own absolute property and whether
the same was not granted to the
2nd Agha Khan in recognition of the
services aforesaid of the 1st Agha
Khan.

Yes.

20. Whether the 1st Defendant
as ~~Titular~~ Titular head of the
family holds and manages im-
moveable property and cash se-
curities outstandings and other
moveable property of the estimated
value of Rs. 2,00,00,000 (two crores)
as alleged in para. 4 of the plaint.

No.

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21. Whether the 1st Defendant holds and manages property of the 1st Aga Khan's own family in the different places mentioned in para 4 of the plaint or any of them.

No.

22. Whether the 1st Defendant has from time to time sold off several properties belonging to the 1st Aga Khan's own family and invested the sale proceeds and other monies of the said family in the purchase of diverse properties now standing in the names of the 1st Defendant's nominees as alleged in para. 4 of the plaint and in particular whether the 1st Defendant has sold the property mentioned in answer to interrogatory no. 15 administered to the Plaintiff in this suit.

No.

23. Whether the 1st Defendant has purchased the properties
in

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in the name of nominees as stated by the Plaintiff in her answer to the 16th interrogatory administered to her in this suit.

No.

24. Whether the 1st Defendant is in possession of the properties mentioned in the Plaintiff's answer to the said interrogatory.

No.

25. Whether the properties mentioned in the Plaintiff's answer to the said 15th and 16th interrogatories form part of the estate of the 1st Aga Khan's own family as alleged in para. 4 of the Plaintiff.

No.

26. Whether during the lifetime of the 1st Aga Khan every male member of the family on attaining majority and every female member thereof on attaining majority or marrying resided rent free in some house or houses pertaining to the 1st Aga Khan's own family and through the Titular head and manager for the time being of the said family and out of

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of the funds of the said family estate received monthly allowances and the salaries of servants and wedding presents in the event of marriage and was provided with servants, carriages, horses, furniture and other requisites and comforts by virtue of the fact that they were heirs and heiresses jointly entitled as of indefeasible rights under the Mohammedan Law of Inheritance to definite parts or shares in the said family estate as alleged in paras. 13 and 14 of the plaint.

etc.

27. Whether the claim based on the said allegation set out in the last issue is not bad in Law on the face of it.

Yes. Allegation as heirs and heiresses jointly absurd.

28. Whether since the death of the 1st Aga Khan every male member of the family on attaining majority

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majority and every female member thereof on attaining majority or marrying has resided rent-free in some house or houses pertaining to the said family estate and through the Titular Head or Manager for the time being of the said family and out of the funds of the said family estate has received personal monthly allowances and the salaries of servants and wedding presents in the event of marriage and was provided with food, servants, carriages, horses, furniture and other requisites by virtue of the fact that they were heirs and heiresses jointly entitled as of indefeasible right under the *Sharia* Medani Law of Inheritance to definite parts or shares of and in the family estate as alleged in paras. 13 and 14 of the plaint.

etc.

29. Whether the residence allowances requisites and comforts mentioned in paras. 13, 14 and 15

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of the plaint were given to and received by the recipients thereof as a portion or on account of what they were entitled to receive as heirs according to their respective parts or shares under the Mohammedan Law of Inheritance of and in the family estate as alleged in para. 15 of the plaint.

to.

30. Whether it is not the fact that the 1st Aga Khan during his lifetime in Bombay provided residence for, gave allowances to and made provision for the maintenance and comfort of his own descendants, the husbands of his descendants, relations near and remote, or some of them and also for the families of persons not related to him by blood under the circumstances set forth in paras 51 and 52 of the 1st Defendant's Written Statement as a matter of bounty only.

Yes.

31. Whether the 2nd Aga Khan did not continue the practice of his

his father in providing for and maintaining a number of relatives near and remote and strangers in blood to him as a matter of bounty only as alleged in para. 52 of the 1st Defendant's Written Statement.

Yes.

32. Whether the 1st Defendant and the 3rd Defendant for him during his minority did not continue the said practice as a matter of bounty only as alleged in para. 52 of the 1st Defendant's Written Statement.

Yes.

33. Whether the 1st Defendant is not entitled to vary, decrease, increase, or altogether stop his bounty aforesaid to any person to whom the same has been accorded whenever he chooses.

Yes.

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34. Whether the claim which is said never to have been questioned in para. 16 of the plaint was ever made before the plaintiff made the same in this suit a shortly prior ~~to~~ thereto.

Oto.

35. Whether there was any joint succession to the estate of the 1st Aqa Khan as alleged in para. 18 of the Plaint.

Oto.

36. Whether the 2^d Aqa Khan managed the estate left by the said 1st Aqa Khan till his death as alleged in para. 18 of the plaint.

Oto. Part only, Jungi and Akbar took part.

37. Whether the facts in connection with what happened to the 1st Aqa Khan's estate on his death

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deaths are not-correctly set forth
in paras. 24, 25, 26 and 27 of the
1st Defendant's Written Statement.

Yes.

38. Whether Aga Jungi Shah
by virtue of his right as an heir
since he came of age in the lifetime
of the 1st Aga Khan occupied
a house at Poona Couraught
Road and a house at Love Lane
Bombay and received from the
family estate about Rs. 800 a
month as personal allowance to-
gether with salaries of servants, carri-
ages, horses, food, furniture and other
requisites and comforts and his
funeral expenses as alleged
in para. 19 of the plaint.

No.

39. Whether it is not the fact
that the said Jungi Shah occupied
the said immovable properties
which belonged to the 1st Aga
Khan in the 1st Aga Khan's
lifetime by the permission of the
1st

1st Aga Khan.

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Yes.

40. Whether it is not the fact that the monthly allowance paid to and other ~~other~~ benefits enjoyed by the said Jungishah during the 1st Aga Khan's lifetime were enjoyed by him from the bounty of the 1st Aga Khan and not otherwise.

Yes.

41. Whether the money payments, allowances and requisites and comforts which Jungi Shah enjoyed were not continued to him by the 2nd Aga Khan and afterwards by the 1st Defendant's mother during the 1st Defendant's minority and by the 1st Defendant since he attained majority and were enjoyed by the said Jungishah as a matter of bounty only and not otherwise.

Yes.

42.

42. Whether Zainatabadin Shah received monthly personal allowance besides residence, servants, salaries, horses, carriages, food and wedding expenses and presents and his personal expenses by virtue of his right as an heir as alleged in para. 20 of the plaint.

No.

43. Whether whatever Zainatabadin Shah received as alleged in para. 20 of the plaint was not received by him as a matter of bounty only and not otherwise.

Yes.

44. Whether on the death of the 1st Aga Dhan his three widows, three sons, and three daughters and their issues continued to live together as an undivided joint family as alleged in para. 23 of the plaint.

Oto.

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45. Whether the said three widows, three sons, and three daughters and their issues were jointly in enjoyment of the entire family estate according to their respective undivided shares therein as alleged in para. 23 of the plaint and whether after the death of any of the widows, sons and daughters his or her heirs continued to live as an undivided joint family with the survivor and their issues and jointly to enjoy the family estate as alleged in para. 23 of the plaint.

No.

46. Whether the allegations made in para. 23 of the plaint are not wholly inconsistent with the allegations in the plaint made in the previous paras. thereof and in para. 24 of the plaint.

Yes.

47. Whether the 1st Defendant's mother during the 1st Defendant's minority managed the joint family

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family estate from 17th August
1885 till the year 1893 as alleged
in para. 28 of the plaint.

No.

48. Whether the 1st Defendant's
mother did not manage the estate
she managed as Manager for the
1st Defendant and on his account
exclusively.

Yes.

49. Whether the Plaintiff
is entitled to $\frac{7}{144}$ share in the
entire property in the possession
of the 1st Defendant as alleged
in para. 24 of the plaint.

No.

50. Whether the transaction
evidenced by the Indenture of the
11th day of September 1901 mentioned
in para. 36 of the plaint is not a
bona fide valid transaction
in the nature of a family arrange-
ment and binding on the Plaintiff.

Yes.

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51. Whether the 5th Defendant as Administrator of the estate of Jungishah had legally no right to execute the said Indenture of the 11th day of September 1901 as alleged in para. 39 of the Plaintiff.

Section 90 of the Probate and Administration Act does not apply - not giving up anything.

52. Whether the transaction evidenced by the said Indenture of the 11th day of September 1901 was a sham transaction and never intended to be acted upon as alleged in para. 39 of the Plaintiff.

No.

53. Whether the 1st Defendant has not paid in cash to the 5th Defendant Rs. 40000 mentioned in the said release of the 11th day of September 1901, and executed a conveyance to the 5th Defendant of properties worth one lac of Rupees mentioned in the said Indenture.

Yes.

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54. Whether the Plaintiff has received any portion of the said Rs. 40,000 from the 5th Defendant.

Yes. Rs. 10,000.

55. Whether the transaction evidenced by the said Indenture of the 11th day of September 1901 and the said Indenture was collusive and fraudulent as alleged in para. 39 of the plaint.

Ans.

56. Whether the application for Letters of Administration to the estate of Jungi Shah and the execution and registration of the said Indenture of the 11th day of September 1901 were constituent parts of a scheme conceived and carried out by the 1st Defendant in collusion with the 5th Defendant with the object of fraudulently depriving the plaintiff and other members of the family of their rights as joint heirs and heiresses and co-shares in the said family estate under Mahomedan

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medan Law as alleged in para. 41
of the plaint.

to.

57. Whether the recitals in the
said Indenture of the 11th day of
September 1901 challenged by para.
43 of the plaint were not true in
fact and in law and if not correct
were not bona fide believed to be
true and correct by the parties to
the said Indenture, or in the alternative
were believed to be such as could
not be proved to be not true and
incorrect.

Yes.

58. Whether the recitals chal-
lenged in para. 43 of the plaint and
those mentioned in para. 44 of the
plaint are false and were con-
coctions of the 1st Defendant and
the 5th Defendant acting in collu-
sion as alleged in para. 44 of the
plaint.

No.

59. Whether the property described in Schedule B to the said Indenture of the 11th day of September 1901 belonged to the separate estate of Aga Jungishah and never belonged to the estate of the 1st Aga Khan as alleged in para. 45 of the plaint.
No.

60. Whether the said property described in Schedule B to the said Indenture did not belong to the 1st Aga Khan at the time of his death.

Yes.

61. Whether there were not two other properties one at Mount Road and the other at Baboolah Tank known as the Hamam Khana in the possession of Jungishah's heirs or some of them, portions of the 1st Aga Khan's estate, which were not mentioned in the said Indenture for good reasons but the existence of which was well known to the parties to the said Indenture. ~~and the Plaintiff~~ ?

Yes.

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62. Whether the property at Mount Road was purchased by the said Jungishah out of his own savings and income as alleged by the Plaintiff in this suit.

No.

63. Whether the Harounkhana property was built by the said Jungishah with his own moneys as alleged by the Plaintiff in this suit.

No.

64. Whether the share of Jungishah's estate in the estate which was surrendered by the said release was worth more than 40 lacs of Rupees as alleged in para. 37 of the plaint.

No.

65. Whether the 5th Defendant as administrator aforesaid did not get more by the arrangement evidenced by the said Deed than he was at all likely to get by filing a

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a suit against the 1st Defend-
ant.

No. Yes.

Yes?

66. Whether the arrangement evidenced by the said Indenture was not a very wise and beneficial arrangement in the interests of those entitled beneficially to the estate of Jungishah and whether the parties beneficially interested therein to the extent of $\frac{25}{32}$ nds. thereof do not approve of and support the said arrangement.

Yes.

67. Whether the said Jungi-
shah and his estate and the persons beneficially interested in the estate have not as a matter of fact received if the allegations in the plaint are correct much more than what Jungishah's estate is entitled to as a share in the 1st of Atga Khan's estate.

Yes.

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68. Whether the claim of Jungi Shah's estate against the said estate of the 1st - Aqa Khan was not barred by limitation at the date of the said Indenture.

Yes.

69. Whether the Plaintiff's suit to set aside the said Indenture of the 11th day of September 1901 and to have it declared not binding on her is not barred by limitation.

Yes as far as Shamsudin is concerned - not as far as Defendant 1 is concerned.

70. Whether in any event the Plaintiff is entitled to maintain this suit so far as it is based on her being one of the heirs of Jungishah as long as the said release is not set aside.

No.

71. Whether even if the release is set aside the plaintiff can maintain this suit against the 1st Defendant to recover any property as one of the heirs of Jungishah.

Ans.

72. Whether when the arrangement evidenced by the Indenture of the 11th day of September 1901 was come to, property was not included in the list of properties treated as the 1st Aga Khan's estate which in fact did not belong to the said estate and in which the said Jungishah's estate had no share.

Yes. Karachi property and Ali Shah's.

73. Whether on the occasion aforesaid property was not included in the list of properties treated

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treated as the 1st Aga Khan's estate which although belonging to that estate had had large sums expended in buildings upon them and otherwise by the 2nd Aga Khan and the 1st Defendant without any allowance being made for such expenditure.

Yes.

74. Whether if the said Indenture is set aside and the estate of the 1st Aga Khan partitioned amongst his heirs such property which did not in fact belong to his estate should not be excluded and due allowance made for the expenditure upon such property by the 2nd Aga Khan and the 1st Defendant as well as that made upon property mentioned in issue 73.

Yes in that event.

75. Whether if the said Indenture

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is set aside and the estate of the
1st Aga Khan partitioned amongst
his heirs the three properties ap-
propriated by Jungishah after
the death of the 1st Aga Khan
should not be brought into
hotchpotch on such partition
as also the property conveyed
by the first defendant to the
5th defendant under the said
Indenture and whether in such
event the estate of Jungishah is
not bound to return to the 1st
Defendant the sum of Rs. 40,000
paid under the release to the
Administrator of that estate
together with interest thereon
at 9 per cent. per annum
or such other rate of interest
as may be just at annual
rests from the date of the
said indenture.

Yes.

76. Whether the 5th Defendant has continued since the 11th September 1901 to receive payments and benefits mentioned in para 38 of the plaint as one of the heirs entitled under the Mohammedan Law entitled to share in the family estate as alleged in the said 38th para.

No.

77. Whether the payments and benefits received by the 5th Defendant from the 1st Defendant as alleged in para 38 of the plaint have not been paid, conferred and received from the bounty of the 1st Defendant and not otherwise.

Yes.

78. Whether the contentions mentioned in para 42 of the plaint are sustainable.

No.

79. Whether the Indenture of the 26th day of September 1901 mentioned in para 46 of the plaint was not a bona fide valid transaction in the nature of a family arrangement

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arrangement and whether the recitals
in the said indenture alleged to be false
are not true recitals.

Yes. No evidence about it.

80. Whether the circumstances
under which the said indenture
of the 26th day of September 1901 was
entered into or the allegations made
in para. 50 of the plaint have any
relevancy in this suit and if they
have any relevancy what is it and
what are the circumstances under
which the said indenture was ex-
ecuted and is the plaintiff's in-
formation and belief mentioned
in para. 50 of the plaint correct.

No.

81. Whether the Plaintiff from
the year 1880 received Rs. 375 per
month as personal allowance
(1) from the 1st Agha Khan (2) from
the 2nd Agha Khan (3) from the
1st Defendant as alleged in para.
51 of the plaint.

No. It was her husband who
received it.

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82. Whether the salaries of the plaintiff's syces and servants were paid and the other benefits mentioned in the said para. 51 conferred on her since 1880 as alleged in para. 51 of the plaint.

No.

83. Whether it is not the fact that no personal allowance was ever made to the plaintiff at any time and that the residence and other benefits which she has enjoyed were conferred on her said husband out of the bounty of the ~~said~~ 1st and 2nd Aga Khans and that she jointly enjoyed them with him as his wife up to the time of the death of her husband.

Yes.

84. Whether it is not the fact that the food and other requisites supplied to the plaintiff after the death of her husband were

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were given to her by the 1st Defend-
ant out of bounty.

Yes.

85. Whether the matters alleged
in para. 52 and 53 of the plaint
if true give the plaintiff any
cause of action against the
first defendant.

No.

86. Whether the 1st Aga Khan
left a will which has been
suppressed by the 1st Defend-
ant as alleged in para. 55
of the plaint to have been
stated to the plaintiff by
the Defendants 9 to 14.

No.

87. Whether the 1st Defend-
ant with a view to defraud
other members of the family
has placed large portions
of the family estate in the
names

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names of strangers and concealed
other portions of great value as
alleged in para. 56 of the plaint.

No.

88. Whether the 1st Defend-
ant has drawn vast sums
of money from the family estate
quite out of proportion to his
share in the family estate and
far in excess of his requirements
and has misappropriated and
expended the same just as he
liked and speculated with the
same and applied the same in
discharging his own personal
debts and for special purposes
for which he had no right to
call on the family purse in-
cluding betting heavily and
recklessly on the turf as alleged
in para. 56 of the plaint.

No evidence. Stood over till
the other issues had been decided.

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89. Whether the ^{1st} Defendant-
~~Plaintiff~~ ~~ought~~
has alienated portions of the family
estate for his own benefit and
caused heavy loss to the estate
by gross and reckless mismanage-
ment, extravagance and waste and
not recovering property he ought
to have recovered as alleged in
para. 56 of the plaint.

No evidence - stood over.

90. Whether the plaintiff
ought to be allowed to give
any evidence or cross-examine
any witnesses on issues 88 and
89 until she has proved that
the property the 1st Defendant
has been dealing with, is not
his own and that the Plaintiff
has some interest therein.

Stood over.

91. Whether the trial of issues
88 and 89 should not be post-
poned until after the other issues

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in the case have been determined.

Yes.

92. Whether the Plaintiff is entitled to the sum of Rs. 9,000 and interest claimed in para. 58 of the plaint or any part thereof.

No.

93. Whether the Plaintiff is entitled to what she claims in para. 59 of the plaint.

No.

94. Whether the 1st Defendant is a "Titular head" of a family in the sense it is believed it is alleged in the plaint, viz. that of a mere agent of the family to receive monies on their behalf.

No.

95. Whether the 2nd Aga Khan

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Ihan did not leave property
of his own acquisition to which
his heirs are entitled.

Yes.

96. Whether the prayer C to
the plaint is supported or jus-
tified by any allegations made
in the plaint and if not whe-
ther the plaintiff can in any
event obtain a decree in terms
of the said prayer.

to.

97. Whether the prayer
C to the plaint ought not
to be struck out or altogether
disregarded.

not necessary.

98. Whether the expenditure
for the benefit of relations
near and remote and for
strangers in blood has not
as

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as a matter of fact been paid
out of the voluntary offerings
made to the Aga Khan
for the time being as alleged
in para. 53 of the 1st Defendant's
Written Statement.

Yes.

99. Whether the allegations
made in para. 53, 54 and
56 of the 1st Defendant's Writ-
ten Statement are not true.

Yes.

100. Whether the lineal
and collateral relatives of
the 1st Aga Khan are all
shown in the Genealogical
Table annexed to the plaint
and marked A.

No.

101. Whether the persons
named in list A^o 1 to the
1st

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1st Defendant's Written Statement
are not persons who by reason
of relationship to the 1st Defendant
Khan by blood or marriage
should have been inserted
in the said table Ex. A to the
plaint.

Yes.

102. Whether the counterclaims
of the 1st Defendant set forth
in para. 56 of the 1st Defendant's
Written Statement ought not
to be decreed in favour of the
1st Defendant in the events
contemplated in that para.

Not necessary.

103. Whether this Court
has any jurisdiction to
determine the title to or to
partition or otherwise pass
any decree affecting immove-
able property outside the local
limits

(35)

limits of the jurisdiction of this Court, viz, the Town and Island of Bombay.

Not necessary.

104. Whether the father of Defendants 7 and 8 Akbarshah did not appropriate to his own exclusive use to the entire exclusion of the other heirs of the 1st Aga Khan the immovable properties in para. 5 of the Written Statement of Defendant 7.

Yes.

105. Whether Akbarshah and his mother did not appropriate to their exclusive uses the ~~immovable~~ immovable property mentioned in the said para. of the 7th Defendant's Written Statement

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Statement.

Yes.

106. Whether Akbar Shah did not deal with the said immovable properties as his own.

Yes.

107. Whether the claims of the heirs of the 1st Aga Khan and those claiming under them are not barred by limitation in respect of the said properties in 5 of the Dependant's Written Statement.

Yes.

108. Whether the offerings received from time to time by the successive Aga Khans beginning from Shah Hassanali were not and are not received

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by them for and on behalf of
and benefit of all the mem-
bers of the family of Shah Hassan
Ali and not for their individual
benefit.

No.

109. Whether the whole of the
said family is not held sacred
by the devotees as the family
that supplies the Imam and
whether the Aga Khan for
the time being is not the Titular
Head and representative of the
family.

No.

110. Whether all the mem-
bers of the family of Shah Hassan
Ali including Dependants 9 to
14 are not jointly entitled
to the offerings received
from time to time and the
properties acquired by means
of

of such offerings.

To.

111. Whether instead of dividing the said offerings and the properties among the persons so entitled to them a custom to the effect mentioned in para. 3 of these Defendants' Written Statements has not grown up in the family.

To.

112. Whether the rights and interests of these Defendants in the properties and offerings subject of this suit should not be ascertained and declared.

To. Their rights are none.

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113. Whether the payment
and provision to and for these
dependants in future of the
residence, allowances etc., in
accordance with the custom
as aforesaid should ~~not~~^{not} be
secured and the areas of
such allowances be decreed.

No.

114. Whether in the alter-
native these Dependants
should not be given their
shares on the basis of former
allowances and provisions in
the said properties and offerings.

No.

115. Whether this Depend-
ant ^(or 2) is entitled to share
in the properties and offerings
The

²⁴
The subject matter of this suit.

No.

116. Whether Defendant 2 has always during the life of Hassanali Shah as well as since his death been receiving as of right from the family estate and offerings allowances aggregating in all to Rs. 200 p.m. besides salaries of servants, food, horses, carriages and other comforts.

No.

117. Whether in any event she is not entitled to have the said allowances and other requisites secured to her for the future during her life.

No.

118. General issue.

119. Whether Defendant 2 is not entitled to a share in the properties left by the 1st Aqa Khan as one of his heirs.

Not necessary in this suit.

120. Whether in the event of plaintiff failing in this suit in her claim to share in the 1st Aqa Khan's estate issue 119 can be determined in this suit.

Not necessary.

121. If it can, whether Defendant 2's claim as one of 1st Aqa Khan's heirs is not barred by limitation. Not-

Not necessary.

122. Whether as a matter of fact defendant 2 has not received since the death of 1st Aqa Khan for more than her share according to Mahomedan Law in the said estate come to 1st Defendant's hands.

Not necessary.

123. Whether Defendant 2 (in the event aforesaid) has any claim as against Defendant 1 in respect of the property of 1st Aqa Khan which never came into his possession.

No.

124. Whether Defendant 2 can claim against Defendant 1 any interest she might

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might have had in the pro-
perties moveable and im-
moveable of 1st Aga Khan's
estate taken possession of by
Akbarshah and Jungishah.

No.

125. Whether Plaintiff
is entitled to portion of the
Khoja burial ground.

No.

126. Whether the Hasana-
bad Mausoleum and the
vaults underneath and the
precincts thereof are not the
private property of the
heirs of Ali Shah.

Yes. See H. 33, and D. H.
224 and 225.

127. Whether any mem-
ber of the family is entitled

of right to be buried in
Hasanabad.

No. out with $\frac{1}{2}$ permission of the
S. H. for the ~~transfer~~

Sept 1.

done all
I will

128. Whether the Hasana-
bad Mausoleum and pre-
mises ought to be parti-
tioned among the heirs of
Hasanali or among the
family of Hasanali.

No.

The court is of the opinion that the suit is dismissed. It is
noted that the court is of the opinion that the suit is dismissed.
It is noted that the court is of the opinion that the suit is dismissed.
It is noted that the court is of the opinion that the suit is dismissed.

of course
the court is of the opinion that the suit is dismissed.
It is noted that the court is of the opinion that the suit is dismissed.
It is noted that the court is of the opinion that the suit is dismissed.

As to the costs of the suit.

I now deal with the costs of the suit. I am of opinion that one separate set of costs should be allowed (a) to ^{each of the} Defendants 1, 3, ⁺⁵ 6 and 8, ^{respectively} and (b) one separate set to Defendant 5 (4 & 6) & 7 & 8. ^{jointly}

L. P. 12

The persons liable to pay these costs are Plaintiff and Defendants 2, 9 and 10. I do not think I should make Defendants 11 to 14 liable for them or any part of them. Costs are pressed for against Defendant 2.

The above costs which of course will include costs reserved if any and the costs of the commission including the costs of the attendance of Mr. Moscos throughout will be payable by the Defendants above mentioned

L. P. 12

4/9/18