

(1) பக்கங்களின் எண்ணிக்கை: 18

(2) புதுக்கித் திருப்பிய நாள்: நவம்பர் 1895

(3) ஆதரங் குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

Judicial ஊழை

அரசாணை எண்.	39	அச்சகம்
மு. கோப்புத் தாள் எண்.	(33-34)	பலவகை
நாள் :	11.1.1881.	199

மடிக்கவோ சுண்டப்படிக் கையாளவோ கூடாது.

ஆவணக் கா. 1-18,006-6-9-90.

செப்பங்குபவர் பெயர் R. Upad

செப்பங்குதற்காக எடுத்த
செய்தியைப் பற்றி 13/1/81

சுபிரமணியம்
ம. பி.
கையெழுத்து

GOVERNMENT OF MADRAS.

JUDICIAL DEPARTMENT.

11th January 1881, No. 39.

Exchange House.

Read the following paper:—

No. 33. From ERNEST BARCLAY, Esq., Government Solicitor, to the Chief Secretary to Government, dated Madras, 17th December 1880, No. 620.

With reference to the Proceedings of Government, Judicial Department, under date 14th May last, No. 1154, I have now to report that I have investigated the claim of Mr. A. Berry to two-and-a-half shares—Nos. 18, 24, and 25—in the Exchange House.

2. Share No. 18 was originally issued in the name of Peter Massey Cassin, and Mr. Berry has produced to me the original certificate in Mr. Cassin's name and dated 1st July 1794. By a conveyance dated 6th August 1870 one C. Cullyana Soondra Moodelly conveyed share No. 18 to one Metoy Eroosappah Chetty. There is nothing to show how this share passed from Mr. P. M. Cassin or how C. Cullyana Soondra Moodelly became possessed of it, but Mr. Berry has produced to me the books containing the original receipts in favor of Messrs. Arbuthnot and Company for the rent paid by them annually to the different shareholders, and these receipts show that the rent on one share was paid to C. Cullyana Soondra Moodelly from the year 1861 to the year 1870; and that the share was in that year transferred to M. Eroosappah Chetty and that the latter subsequently received the rent on two-and-a-half shares down to September 1876. The books however do not show the number of the share in respect of which the rent was paid, but I think it is fairly well proved that between them C. Cullyana Soondra Moodelly and M. Eroosappah Chetty have held a share for considerably over twelve years, a period sufficiently long under the Limitation Act to prevent any one else from claiming the share. It is not shown distinctly that the share in respect of which such rent was paid was share No. 18, but the books of Messrs. Arbuthnot and Company do show that the rent on only one share was paid to C. Cullyana Soondra Moodelly, and as Mr. Berry, as representing M. Eroosappah Chetty, holds the original certificate for share No. 18 as being the title-deed of the share on which the rent was paid, I think it may fairly be assumed that such rent was paid on share No. 18. I find further that in 1870 Messrs. Arbuthnot and Company consulted my then firm of Prichard and Barclay as to the title of C. Cullyana Soondra Moodelly to this share, and that, after looking into the matter and taking a statement from one Moorogappah Pillay as to the state of C. Cullyana Soondra Moodelly's family, my firm advised Messrs. Arbuthnot and Company that, looking at the fact that C. Cullyana Soondra Moodelly had been receiving dividends from 1861 without any adverse claim being made, they (Messrs. Arbuthnot and Company) might safely regard him as the owner of the share. I have called upon Mr. Berry to produce to me some documentary evidence showing to whom Peter Massey Cassin transferred the share, but Mr. Berry assures me that he can obtain no such evidence though he has applied to C. Cullyana Soondra Moodelly for it. On the whole I am of opinion that the title of M. Eroosappah Chetty to this share can be recognized, and that Mr. Berry is, as I shall show later on, entitled to receive the dividends (1) due thereon and (2) one-twenty-fifth of the purchase-money of the Exchange House.

3. Share No. 24.—The original certificate for this share was issued in favor of the representatives of one Bommy Chetty deceased, but such representatives are not named in the certificate. The books of Messrs. Arbuthnot and Company show that

the dividends on one share were paid to one Nagoo Cooty Chetty from 1859 to 1864. Nagoo Cooty Chetty died 25th December 1864, and from 1864 to 1871 Messrs. Arbuthnot and Company's books show that the dividends were paid to one Goomoody Poondy Veerasawmy Chetty, who signed the receipts, which were however still headed with the name of Nagoo Cooty Chetty. In this case also the books do not show the number of the share on which the dividends were paid. There is no conveyance of the share or other documentary evidence of title beyond Messrs. Arbuthnot and Company's books, until a conveyance dated 21st January 1871 from Goomoody Poondy Veerasawmy Chetty as administrator to the estate of the late Goomoody Poondy Nagoo Cooty Chetty *alias* Appasawmy Chetty, and by this conveyance share No. 24 is conveyed to M. Eroosappah Chetty, Nagoo Cooty Chetty being described in the deed as "the son and lawful representative of Bommy Chetty deceased." I should hardly think that the Bommy Chetty mentioned in the conveyance could be the same Bommy Chetty who is mentioned in the certificate dated 1st July 1794, and who was then dead, but, however this may be, it seems clear that Nagoo Cooty Chetty drew the dividends on a share from 1859 at least till his death; that G. Veerasawmy Chetty, who, I am informed, died in 1871, drew them from 1864 to 1871, when the share was sold to M. Eroosappah Chetty: the books show that M. Eroosappah Chetty subsequently drew the dividends down to 30th September 1876. Mr. Berry has not been able to produce to me the letters of administration to Nagoo Cooty Chetty's estate said to have been granted to G. Veerasawmy Chetty, so I have searched the records of the High Court, and I have found that, though an order was passed for the grant of such administration, the security required by the Rules of the High Court for the due administration of the estate was not given, and that no letters of administration were ever issued to G. Veerasawmy Chetty. The description in the conveyance of 21st January 1871 of G. Veerasawmy Chetty as administrator of G. Nagoo Cooty Chetty was incorrect therefore, but I am informed that G. Veerasawmy Chetty was the only son of G. Nagoo Cooty Chetty though they were divided. M. Eroosappah Chetty's title to this share is not therefore made out to my satisfaction, but, considering the length of time the rents have been paid to the persons through whom he claims, I can advise Government to recognise Mr. Berry's claim to (1) the share of the compensation payable and (2) the arrears of rent due in respect of it, on his giving a bond of indemnity to the Secretary of State, which he informs me he is willing to do; the amount of such bond to be double the amount of compensation and arrears of rent and to be entered into by M. Manicka Chetty and M. Poonoosawmy Chetty, the plaintiffs in the suit mentioned hereunder, with two independent sureties to be approved of by myself.

4. *Half of Share No. 25.*—The original certificate for this share which has been produced to me by Mr. Berry was issued in the name of one Vencatachella Moodelliar. The books of Messrs. Arbuthnot and Company show that the dividends on one share prior to 1st January 1867 were paid to C. C. Lutchoomanah Moodelly and one Singanah Chetty in equal shares. From 1st January 1867 the rent was, according to the books, paid half to P. Vasoodavah Moodelliar and half to Singanah Chetty, but there is nothing to show me how P. Vasoodavah Moodelliar obtained the half share from C. C. Lutchoomanah Moodelliar, and the difference of the initials ("C.C." representing "Chinna Cavanam" and "P." representing "Porto Novo") would lead one to think that it was not by descent. By a conveyance dated 24th August 1875 P. Vasoodavah Moodelliar transferred one-half of share No. 25 to M. Eroosappah Chetty, who thenceforward appears, from Messrs. Arbuthnot and Company's books, to have received the rent payable in respect of half a share. As neither C. C. Lutchoomanah Moodelly or P. Vasoodavah Moodelly appears from the books to have received rent in respect of more than one share, I think it may fairly be assumed that the share in which they were respectively interested to the extent of one-half was the share No. 25 which the latter transferred in 1875 to M. Eroosappah Chetty. The result, therefore, is that the books show the receipt of half of the rent for share No. 25 by M. Eroosappah and his vendor P. Vasoodavah Moodelliar for a period of upwards of twelve years, and I think therefore that the title of the former to the half share may safely be recognised.

5. I have now traced down shares 18 and 24 and half of share No. 25 into M. Eroosappah Chetty, and the claim of Mr. Berry to those two-and-a-half shares arises as follows:—In 1878 a suit, No. 280 of 1878, was filed in the High Court here by one Mittah Manicka Chetty and M. Poonoosawmy Chetty against M. Eroosappah Chetty and others for, amongst other things, an account of the estate of M. Thondavah Chetty, the father of M. Eroosappah Chetty, and others, parties to the suit, it being alleged that the family left by M. Thondavah Chetty was an undivided one. By an order of the High Court made in the suit and dated 22nd April 1879 Mr. Berry was appointed receiver in the suit in the place of Mr. C. L. O'Brien, who had been appointed receiver on the 19th November 1879. In a petition filed in the suit by the plaintiffs praying for a sale of certain property belonging to the undivided family, which was said to have come to the hands of Mr. Berry as such Receiver, mention is made of two-and-a-half shares in the Exchange House as forming part of the property Mr. Berry had received, and by an order of the Court, dated 4th December 1879, Mr. Berry was ordered to sell the property mentioned in the petition. I think, therefore, it is proved that these two-and-a-half shares form part of the family property of the late M. Thondavah Chetty, of which property Mr. Berry has been appointed receiver, and that he is therefore entitled to receive the value of the shares and all arrears of rent payable in respect thereof.

No. 34.

ORDER THEREON, 11th January 1881, No. 39.

The Accountant-General is authorized to disburse the arrears of rent due through the Government Solicitor, reporting the amount to Government for information.

(True Extract.)

R. DAVIDSON,
Chief Secretary.

To the Government Solicitor.
„ Accountant-General.

Exd. J. W. Fischer.

Govt. of (1881) Madras.

JUDICIAL.

To

THE GOVERNMENT SOLICITOR,

&c.,

&c.,

&c.

Dated January, 11th.

Issued

Recd.

Ent.

G.O., 11th January 1881, No. 39.

JANUARY.

Nos. 33-34.

Exchange House. — The Accountant-General authorized to disburse the arrears of rent due to Mr. A. Berry through the Government Solicitor, reporting the amount to Government for information.



Just: DEPARTMENT.

No. 4216.

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From

Mr. G. H. Nicolson, London.

Dated

Dec 80. No. 620.

FOR ORDERS.

Mr. Henry, as Receiver
in re Mainha Chetty
vs. Noodappa Chetty
in the file of the High Court,
laid claim to such
as 2 1/2 shares (Nos. 18.
25 & 257 in the Exchange
House, Fort, from 1st
Oct/76 to 31 Dec/79 &
the same has been
investigated by the

Govt. Minister, he
now reports that
Mr. Rangaswami
of the property of
the late Thandavar
Chetty is entitled
to receive the value
of the shares and
amount of rent pay-
able in respect thereof.

Submitted that
the undersigned is
authorized to dis-
burse the amount

W. L. 1/12

3/4

of which one third is
Goshute Reservation
B.R. [unclear]

24/12-

Hydrogen Bull

FOR ORDERS.

Hydrogen Bull

3/1/81

Just 0.39/81

0.39/12-3/1/81

Madras 17 December 1880

From

Ernest Barclay
Government Solicitor
Madras.

To

The Chief Secretary to Government
Madras.

Sir,

1. With reference to the proceedings of Government Judicial Department under date 14 May last N^o 1154 I have now to report that I have investigated the claim of Mr. A. Berry to two and a half shares N^{os} 18, 24, and 25 in the Exchange House.

2. Share N^o 18 was originally issued in the name of Peter Massey Cassin, and Mr. Berry has produced to me the original certificate in Mr. Cassin's name and dated 1st July 1794. By a Conveyance dated 6 August 1870. one C. Gullyana Soondra Moodelly conveyed share N^o 18 to one Mistry Erosappah Chetty. There is nothing to show how this share passed from Mr. P. M. Cassin or how C. Gullyana Soondra Moodelly became possessed of it, but Mr. Berry has produced to me the books containing the original receipts in favor of Messrs. Arbuthnot & Co. for the rent paid by them annually to the different share holders and these receipts show that the rent on one share was paid to C. Gullyana Soondra Moodelly from the year 1861 to the year 1870. and that the share was in that year transferred to Mr. Erosappah Chetty and that the latter subsequently received the rent on two and a half shares down to September 1876. The books however do not show the number of the share in respect of which the rent was paid.

paid, but I think it is fairly well proved that between them,
C. Culliyana Soondra Moodelly and M. Erassappa Chetty have
held a share for considerably over 12 years, a period sufficiently
long under the Limitation Act to prevent any one else from
claiming the share. It is not shown distinctly that the share
in respect of which such rent was paid was share No 18
but the books of Messrs Arthur & Co do show that the rent
on only one share was paid to C. Culliyana Soondra Moodelly
and as Mr Berry, as representing M. Erassappa Chetty,
holds the Original Certificate for share No 18, as being the
title deed of the share on which the rent was paid, I think
it may fairly be assumed that such rent was paid on
share No 18. I find further that in 1870 Messrs Arthur & Co
consulted my then firm of Pritchard and Barclay, as to the
title of C. Culliyana Soondra Moodelly to this share, and that
after looking into the matter and taking a statement from
one M. Erassappa Pillay as to the state of C. Culliyana
Soondra Moodelly's family, my firm advised Messrs Arthur &
Co that looking at the fact that C. Culliyana Soondra
Moodelly had been receiving dividends from 1861 without any
adverse claim being made, they, Messrs Arthur & Co might
safely regard him as the owner of the share. I have called
upon Mr Berry to produce to me some documentary evidence
showing to whom Peter Massey Carson transferred the share,
but Mr Berry assures me that he can obtain no such
evidence though he has applied to C. Culliyana Soondra
Moodelly for it. On the whole I am of opinion that the
title of M. Erassappa Chetty to this share can be
recognized, and that Mr Berry is as I shall show later on
entitled to receive the dividends due thereon and 1/25 of the
purchase money of the Exchange House.

3. Share No 24. The Original Certificate for this
share was issued in favour of the representatives of me

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one Bommy Chetty deceased, but such representatives
not named in the Certificate. The books of Messrs. Arthur
& Co show that the dividends on one share were paid to one
Nagoo Cooty Chetty from 1859 to 1864. Nagoo Cooty Chetty died
25th December 1864 and from 1864 to 1871 Messrs. Arthur & Co
books show that the dividends were paid to one Goomoody
Pondy Veerasaamy Chetty, who signed the receipts which
were however still headed with the name of Nagoo Cooty
Chetty. In this case also the books do not show the number
of the share on which the dividends were paid. There is no
conveyance of the share or other documentary evidence of
title beyond Messrs. Arthur & Co's books, until a convey-
ance dated 21st January 1871 from Goomoody Pondy
Veerasaamy Chetty as Administrator to the Estate of the late
Goomoody Pondy Nagoo Cooty Chetty alias Appasaamy
Chetty, and by this conveyance share No 24 is conveyed to Mr.
Eroosappah Chetty, Nagoo Cooty Chetty being described in the
deed as "the son and lawful representative of Bommy
Chetty deceased". I should hardly think that the Bommy
Chetty mentioned in the conveyance could be the same
Bommy Chetty who is mentioned in the Certificate dated 6th
1st July 1794, and who was then dead, but however this may be,
it seems clear that Nagoo Cooty Chetty drew the dividends
on a share from 1859 at least till his death, that G. Veera-
saamy Chetty who I am informed died in 1871 drew them from
1864 to 1871 when the share was sold to Mr. Eroosappah Chetty.
The books show that Mr. Eroosappah Chetty subsequently
drew the dividends down to 30th September 1876. Mr. Perry
has not been able to produce some of the letters of Administration
to Nagoo Cooty Chetty's estate, said to have been granted to G.
Veerasaamy Chetty, so I have searched the records of the
High Court and I have found that though an order was passed
for

for the grant of such Administration, the ~~authority~~ required by the rules of the High Court for the due administration of the Estate, was not given, and that no Letters of Administration were ever issued to G. Veerasaamy Chetty. The description in the Commission of 21st January 1871 of G. Veerasaamy Chetty as administrator of G. Nagoo Cooty Chetty, was incorrect there too, but I am informed that G. Veerasaamy Chetty was the only son of G. Nagoo Cooty Chetty, though they were divided. Mr. Croosappah Chetty's title to this share is not there for made out to my satisfaction, but considering the length of time the rents have been paid to the persons through whom he claims, I can advise Government to recognise Mr. Berry's claim to the share of the Compensation payable, and the arrears of rent due in respect of it, on his giving a bond of indemnity to the Secretary of State, which he informs me he is willing to do, the amount of such bond to be double the amount of Compensation and arrears of rent and to be entered into by Mr. Manicka Chetty and Mr. Ponniasaamy Chetty the Plaintiffs in the Suit mentioned hereunder, with two independent sureties to be approved of by myself.

4. Half of Share No. 25. The Original Certificate for this share which has been produced to me by Mr. Berry, was issued in the name of one Venkatachella Moodellian. The books of Messrs. Arthur & Co. show that the dividends on one share prior to 1st January 1867 were paid to C. C. Lutchmannaiah Moodellian and one Singanah Chetty in equal shares. From 1st January 1867 the rent was, according to the books, paid half to P. Vasoodasah Moodellian, and half to Singanah Chetty, but there is nothing to show me how P. Vasoodasah Moodellian obtained the half share from C. C. Lutchmannaiah Moodellian and the difference of the initials (C. C. representing Chinna Lammam and P. representing Portiam) would lead me to think that it was not by descent. By a Commission dated 26 August 1875

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D. Vasoodavah Moodelliar transferred one half of share No 25 to M. Eroosappah Chetty, who thence forward appears from Miss^{rs} Arnthorst's books to have received the rent payable in respect of half a share. As neither C. C. Lutchmans or Moodelly or D. Vasoodavah Moodelliar appears from the books to have received rent in respect of more than one share, I think it may fairly be assumed that the share in which they were respectively interested to the extent of one half, was the share No 25, which the latter transferred in 1875 to M. Eroosappah Chetty. The result therefore is that the books show the receipt of half the rent for share No 25 by M. Eroosappah and his Vendor, D. Vasoodavah Moodelliar for a period of upwards of twelve years, and I think therefore that the title of the former to the half share may safely be recognized.

5. I have now traced down shares 18 and 24, and half of share No 25 into M. Eroosappah Chetty, and the claim of M. Berry to those two and a half shares arises as follows. In 1878 a Suit No 280 of 1878 was filed in the High Court here by one Nuttali Manicku Chetty and M. Doraswamy Chetty against M. Eroosappah Chetty and others, for, amongst other things, on account of the Estate of M. Thondarab Chetty, the father of M. Eroosappah Chetty and others, parties to the Suit, it being alleged that the family left by M. Thondarab Chetty was an undivided one. By an order of the High Court made in the Suit and dated 23rd April 1879, Mr Berry was appointed Receiver in the Suit in the place of Mr. C. L. O'Brien, who had been appointed Receiver on the 19th November 1879. In a petition filed in the Suit by the Plaintiffs praying for a Sale of certain property belonging to the undivided family it was said to have come to the hands of Mr Berry as such Receiver

mentions

mention is made of two and a half shares in the Exchange &
Hono as forming part of the property Mr. Berry has received
and by an order of the Court dated 21 December 1879 Mr. Berry
was ordered to sell the property mentioned in the Petition
I think therefore it is proved that these two and a half
shares form part of the family property of the late Mr.
Thondarah Chetty of which property Mr. Berry has been
appointed Receiver and that he is therefore entitled to
receive the value of the shares and all arrears of rent
payable in respect thereof.

I am Sir

Your Obedient Servant

Ernest Barclay

Government Solicitor

10/25/82 with order

4/1/81. Un York: Solicitor & Auth. - Genl: } depts 19/1/1881. (from under) S.P. 24/1

Govt. of 1881 Madras.

38/3 Just



to
G.O. 11 Jan'y 1881, No. 39.

Nos. 33-34

Exchange Houses. The
Acct. sent authorized to
disburse the arrears of
rent due to Mr. A.
Barry, through the Joint
Solicitor, report the
amount to Joint for in-
formation.

✓