

proceeded with by the
Government Solicitor.

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9.6.84

23-1-12 B.T.

B.T.

No 1467W d/12th June/84

To,

The Government Solicitor

RS 13/6

June 17/6

187/6

Subm Recd Regd

No: 1467 W

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the 12th June / 89

READ the following

From the Government Solicitor, Madras (H.E. No. 292 of June 2nd 1889)

The Government are prepared to accept the indemnity bond which Mr. G.D. Coleman, acting as Mr. Hooper's Attorney, proposes to execute. But Mr. G.D. Coleman should also be required to personally guarantee the fulfilment of the indemnity agreement.

On these terms, the negotiation for the transfer of the property may be

FOR ORDERS.

The Hon. H. V. Sullivan

Hon. C. G. Master

W

7.6.89

148.88/5- Cir 4/6. Ret 27/6.
Cir 6/6. Ret 9/6.

148.88/5

P. W. DEPARTMENT.

Read the following:—

From the Government Solicitor, Madras,
No. 298 of 2^d June 1884.

FOR ORDERS, whether, under the

J. W. G. D. Coleman holds a power of attorney from W. Hooper I think the Government Solicitor, as does the Govt Solicitor, the negotiation should that the indemnity bond which he proposes to proceed.

to go on her behalf

may be accepted as removing the defect in title brought to notice.

Perhaps W. Coleman might be asked if he would personally guarantee the fulfilment of the indemnity agreement.

lll
4-6-84

5/6
Circulate
H.S.
7/6

lll



Encls 2.

Recd 11/6/84

No. 1467 Wd/12-6-84

Recd 88/5

N^o 293

Madras 2nd June 1884.

From Ernest Barclay
Government Solicitor
Madras

To
The Secretary to Government
Public Works Department
Cotlacamund

Sir,

1. With reference to G. O. 16th May 1883 N^o 250 W. Public Works Department, I forward herewith copies of a letter dated 29th idem addressed by me to Mr. Coleman regarding the title to the property known as "Carlton House" and Mr. Coleman's reply thereto.
2. The late Mr. Coleman appears to have been in possession of most of the pieces of land for ten years or upwards, but as pointed out by me to Mr. G. D. Coleman, that period will not of itself give a title to the land.
3. I shall be obliged by the orders of Government as to whether the title to the "Carlton House" property may be accepted on the terms proposed by Mr. Coleman. I think Mr. Hooper's indemnity would, considering the long period during which the property was held by the late Mr. Coleman, be sufficient security to Government for any defect in the title. The only objection to the course proposed by Mr. G. D. Coleman that suggests itself to me is that Mr. Hooper is in England and so far as I am aware, is not

N^o 293/2

not likely to return to this country.

I am, Sir,
Your Obedient Servant

Ernest Barclay
Government Solicitor

Ms 4873



Encls 2.

Recd 14/6/84

No: 1467 Wd/12-6-84

MS. 88/5

Madras 30th May 1884

To
The Government Solicitor
Madras.

Sir,
I am in receipt of your letter N^o 282 dated 29th May 1884 and in reply thereto, have the honor to state that I am prepared to sign as Mr. Norpois Attorney a bond indemnifying the Government against any loss to which it may be put by reason of the 8 titles to pieces of land being, in your opinion, without sound title.

2. Kindly proceed with the bond and conveyance at your earliest convenience.

I have the honor to be

Sir

Your most Obedient Servant
(Signed) George W. Coleman

(True Copies)

Wm. Barclay

Government Solicitor

papers, there is a presumption that it has been paid off and probably out of the purchase money given by Mr Coleman for the property viz Rs 475. I think therefore that the title to this property may be accepted.

9.

The first document relating to this property is dated 24 April 1872 and is a mortgage by Chellammall widow of Gyalu Chetty and her son Sawmy Chetty to M. Chintabry Woodellly. The mortgage does not contain a conveyance of the property to the mortgagor but he was apparently placed in possession of the property. The mortgage was for 4 years to secure Rs 100. In this case also there is no reconveyance of the property to the mortgagor but the mortgage deed is with the papers and by a deed of sale dated 24 February 1874 the mortgagors assigned the property to Mr Coleman. The title to this property is in very much the same as that to H^o 8 and may I think for the same reasons be accepted.

10.

The title to this land commences with a deed of sale dated 15 September 1842 from J. Appavoo Chetty to his sister Annammall and is in respect of the former's then half share in the property. The document shows that J. Appavoo Chetty had previously and on the 23rd July 1841 sold half the property to Annammall. By a deed of sale dated 6 January 1853 Annammall and her son Gyaloo Chetty assigned the whole property to Hylay Chinapah Woodellian and by a deed of sale dated 30th April 1874 Hylay Coolly Ummall, M. Chinapah Woodellian's widow and his sons, M. Rethna Woodellly and

Mr. Rajoo Moodellilly, assigned the property to Mr. Coleman. Supposing that the Vendors to Mr. Coleman were the only legal representatives of the late Mr. Shinnapala Moodellilly, and from the lapse of time since Mr. Coleman's purchase it may fairly be assumed that they were I am of opinion that the title to this property may be accepted.

11. The only document relating to this property is a deed of sale dated 26 May 1874 from Sanyoo Nayapillay and his son Sanyoo Jugganadale Pillay to Mr. Coleman. There is nothing to show the Vendors title to the property and as the title will not be a good one under the law of limitation until 26 May 1886 I cannot advise that the title to this property is in order.

12. The only document in respect to this property is a deed of sale dated 26 May 1874 from J. M. Ravarajooloo Chetty and Jyaloo Chetty and my remarks on the title to No 11 apply also to this property.

13. As regards this property there is really no title. There is only one document relating to the property and that is a deed of sale dated 27 May 1874 from Rayappen Moodellilly son of the late Mullappen Moodellilly and Thoma Sanyoo Moodellilly the son and Nassamah the widow of the late Chinnasanyoo Moodellilly to Mr. Coleman. There is nothing to show the title of the Vendors to Mr. Coleman and, what is of more importance, is, that the deed of sale to him is not stamped, so that it is perfectly valueless as any evidence of title. Only undisputed

puted possession for twelve years can give a good title to the property, provided there are no infants interested in the property, and as 12 years from the date of Mr. Coleman's purchase will not expire until 27 May 1886 I cannot advise that the title to this property is in order.

14. There is only one document relating to this property, a deed of sale dated 29 May 1874 from J. S. Soosay Pillay and Munniah Thungum Ummall, respectively the son and widow of the late Savaranatha Pillay to Mr. Coleman. There again there is nothing to show the title of the Vendors to the property and as twelve years have not elapsed since the date of Mr. Coleman's purchase I cannot advise that the title is good.

15. The only document relating to this property is a deed of sale dated 22 June 1874 from J. M. Shinnasanyoo Chetty and his sons Mayasanyoo Chetty, Sanyoo Chetty and Anan Thayer Chetty to Mr. Coleman. This document comprises a house but not the land on which it stands and a piece of land on the East side of the house said in the document to have been purchased by the Vendors from the Municipality. Whether the land on which the house stood is now included in the land forming the "Caretan House" property does not appear, but no title is made out to the land on which the house stood or to the land on the East of the house. Probably the deed of sale was intended to include the land on which the house stood as the area of it, 850 square feet, is given; but

but, the document has not the effect of conveying the land and as there has not been indisputed possession of either piece of land for twelve years, I do not consider the title good.

3. By a deed dated 16 November 1877 Mr. Coleman conveyed to Mr. A. M. Hooper, as one block, the piece of land comprised in the conveyance of 26th February 1869 and several other pieces of land; but, whether such other pieces of land are the last 14 pieces of land above referred to, does not appear from the deed. In this deed the property is described in one block as bounded on the North by Madam Church Road North, on the South by premises formerly in the possession of Messrs. Dyers & Co. and inhabitants' houses, on the East by the Beach Road and on the West by Madam Church Road East. By a deed dated 12 August 1881 endorsed upon that of 16 November 1877, Mr. Hooper reconveyed the property to Mr. Coleman and by a deed of Gift dated 16 March 1883 Mr. Coleman conveyed the property with the same description as that given in the conveyance of 16 November 1877 to Mr. C. E. M. Hooper.

4. I regret that unless the objections to the title above pointed out are cleared up, and unless it can then be shown that the properties comprised in the several deeds in favour of Mr. Coleman are represented by and comprised in the deed of Gift to Mr. Hooper I cannot advise Government that the title is in order.

I am Sir
Your Obedient Servant
Signed/ Ernest Barclay
Government Solicitor

N^o 282

Madras 29th May 1884.

From. Ernest Barclay.
Government Solicitor

To S. D. Coleman Esq^r
Madras

Sir,
1. With reference to G.O. dated 16 instant N^o 1250. W Public Works Department I have now to inform you that I have perused the title deeds relating to the property at Royapuram known as "Carlton House" and that I find that as regards certain portions of the property the title is not satisfactory.

2. The property appears from the title deeds to be composed of no less than fifteen different pieces purchased by the late Mr. J. C. Coleman at different times from different people I will refer to these pieces of land in their order of purchase.

1. Is a piece of land measuring 1 acre 7 funtas and 177 ³/₄ square feet and is comprised in a conveyance dated 26th February 1869 from the Secretary of State to Mr. Coleman. The title to this piece of land is in order.

2. Is a piece of land the area of which is not given and is comprised in a deed of sale dated 13 September 1872 from one Francis Moodelly to Mr. Coleman. There is nothing to show what title Francis Moodelly had to the land and in the absence of

of evidence on this point the title cannot be said to be good until twelve years have elapsed from the date of the conveyance to Mr Coleman is until 13th September 1884.

3. Is a piece of ground the area of which is not given and is comprised in a deed of sale dated 17th October 1872 from one Mariammall the wife of Saccorincothoo Moodelly and her two daughters Paria Sankhanammall wife of Ayappa Moodelly and Chinnia Sankhanammall wife of Anthoniappa Moodelly to Mr Coleman. Here again there is nothing to show the title of the vendors to Mr Coleman and for want of that evidence the title cannot be said to be good until the 17th October 1884.

4. Is a piece of land measuring 3 fathoms and 380 square feet and is comprised in a conveyance dated 15 November 1872 from the Municipal Commissioners of Madras to Mr Coleman. Here again there is nothing to show the title of the Commissioners to the land and strictly speaking the title would not be good until 15 November 1884 but considering who the vendors to Mr Coleman were and the lapse of time since the date of the conveyance to Mr Coleman I think the title to this piece of land may be accepted.

5. Is a piece of land the area of which is not given. The first deed relating to it is dated 6th June 1870. and is a deed of sale from one Savary Ummall to Shundul Appapillay Moodelliar. By a deed of sale dated 16 January 1873 Shundul Appapillay Moodelliar assigned the land to Mr Coleman and

and as more than 12 years have elapsed since J. Appapillay Moodelliar purchased the land I think the title may be accepted.

6. Is a piece of land measuring 880 ³/₁₆ square feet. The first deed relating to it is dated 10th March 1870 and is a deed of sale from Valappah Vathear to Mr John Law. By a deed of sale dated 13 October 1873 Mr Law assigned the land to Mr Coleman and as more than 12 years have passed since Mr Law purchased the land the title may be considered good.

7. To this there is no title at all. There is an agreement without date by one C. Sawmynaden Moodelly to sell to Mr Coleman a house and ground in Royapooram near Mathia Church Street, then in the occupation of Mr White with an acknowledgment of the receipt of Rs 100 till the production of the title deeds which are said to be in order and to be produced in 4 days. There is also an agreement dated 24th February 1874 by C. Sawmynaden Moodelly with Mr Coleman to remove the materials of house No 84 East Side Royapooram in Madab Church Street and to indemnify Mr Coleman for having advanced the Rs 1000 for the purposes of such removal. There is also a letter dated 25th February 1874 from C. Sawmynaden Moodelly to Mr Coleman stating that C. Sawmynaden Moodelly having sold the materials of 84 Madab Street Royapooram East Side, he agrees to sign any document the Deputy Collector thinks necessary for giving Mr Coleman a good title but no such document appears to have ever been signed by C. Sawmynaden Moodelly and Mr Coleman and his assigns cannot be said to

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to have any title to this piece of land until they shall have been in undisputed possession for twelve years. It is curious that the Deeds relating to N^o 9, which I shall come to presently, relate to house N^o 84 East of the Street to the East of Madah Lamb Rajapooram, but I do not see how this can be the same property as N^o 9, as the title seems to be derived from an entirely different source and another person was dealing with N^o 9 at the very time that C. Sawmyrader Moodelly was dealing with N^o 7.

S. The title to this piece of land commences with the Will of one Veerappala Gollappala Maistry, dated 20 October 1866 and by which he specifically bequeaths the property to his son Seagaraya Moodelliar. By a deed of Mortgage dated 24 June 1872 Seagaraya Moodelliar mortgages the property to one Palu Soreesetty Moodelliar for three years as security for the repayment of a sum of Rs 300/- and interest. There is no conveyance in the Mortgage deed of the property to the Mortgagee; but he appears to have been placed in possession. There is no reconveyance of the property from the Mortgagee to the Mortgagor, nor, strictly speaking, was one necessary; but the mortgage is amongst the title deeds and by a deed of sale dated 17 January 1874. Seagaraya Moodelliar assigned the property to Mr. Coleman. It is to be observed that this assignment is made within the period of three years for which the mortgage was to run, and as the mortgage deed is with the papers