397/98

Britto's case

Handed over to Rev. Head clerk

DnA
16/10/98

Canara

f Land

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Pension Dept.
G.O. 397
8-6-98

District Judge's Letter No. 2923 dated 26th October 1897 with appellate judgment and printed papers.

No. 2923

DISTRICT AND SESSIONS COURT,
SOUTH CANARA,
26th October 1897.

From

The District and Sessions Judge,
South Canara.

To

The Collector,
South Canara.

SIR,

I have the honor to forward for your information a copy of the Judgment in S.S. No. 134/96 on the file of the High Court of Judicature, Madras, together with a copy of the printed papers in the case and to request that the latter may be returned to me when no longer required.

With reference to Mr. N. Brito, Pensioned Tahsildar.

I have the honor to be,
Sir,
Your most obedient Servant,

District and Sessions Judge.

From

The District and Sessions Judge,

South Canara.

To

The Collector,
South Canara.

Dated 26th October
Despatched
Received
189 7.

№ 2923.

Enclosures: two.

Subject

Forwarding for his information
Copy of Judgment in A.S.
134 of the High Court
96
file -

In the High Court of Judicature at Madras
Wednesday the 22nd day of September
1897.

Present:

The Honourable Mr. Justice Shephard
and
The Honourable Mr. Justice Subramania
Aiyar C.I.E.

Appeal No. 134 of 1896

Manuel S. Lobo, Son of
Lawrence Prabhu alias Lobo } (Pltff)

Nicholas Brito, son of
J. M. Brito } Respt.
(Pltff).

Appeal against the Decree of the Subordinate Judge's Court of South Canara in O.S. No. 33 of 1895.

This appeal and the memo of objections coming on for hearing; the Court delivered the following:

Judgment: It is contended that because

the plaintiff acquired the property
in the defendants name for the
purpose of concealing it from Govern-
-ment, he being an official of Govern-
-ment who was not authorized to
acquire land, the plaintiff cannot
recover possession of it from the defend-
ant or obtain any relief in respect
of it. We are unable to accept this
view. No doubt the Plaintiff intended
the acquisition of the land
[illegible]uthorities and acted dishonestly
[illegible]ontravention of the rules of
his department. But we do not
think he can be said to have
acted illegally so as to bring the
case within the principle that a
man is precluded from obtaining
relief in respect of a transaction
the purpose of which was illegal and
has been accomplished. As to the
question whether a declaratory suit
lay we are of opinion that the
Judge is right. The defendant never

asserted he was in possession and
the finding is that he was not.

We dismiss the appeal
without Costs as also the Memorandum
of objections.

By the Court

comp
mag

Signed. J. F. Gillespie
ag. Dy. Registrar
Appellate side

(True Copy)

H.G. Stokes
District Judge

To

The Collector,
South Canara.

From

The District Judge
of
South Canara

To

The Collector
of
South Canara.

No. 2923

Communicating Copy of
Judgment in High Court
A.S. No. 134
1896.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Appeal Suit No. 134 *of* 1896.

Appellant (Deft.) — *Respondent (Plf.)*

Manuel S. Lobo ... *versus* Nicholas Brito.

By Mr. C. Sankaran Nair.

Original Suit 33 *of* 1895.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

Valuation for jurisdiction purpose Rs. 23,716-12-3.

Original Suit No. 33 *of* 1895.

Nicholas Brito, son of J. M. Brito, residing in the Town of Mangalore ... ... *Plaintiff:*

versus

Manuel S. Lobo son of Lawrence Prabhu *alias* Lobo, residing in the Town of Manga.ore ... *Defendant.*

The plaintiff begs to state :—

That the plaintiff has become entitled to the properties mentioned in Schedules A and B and to the documents appertaining thereto and more fully described in Schedule C, hereto annexed, under the following circumstances,

2. That the plaintiff had from time to time entrusted the defendant—plaintiff's wife's brother—with plaintiff's savings for augmentation.

3. That in December 1892 in a Departmental enquiry held by the Collector of South Canara, the defendant stated that though the documents referred to in para 1 stand in his name, the right thereof belongs to plaintiff as they were obtained with plaintiff's money and that defendant had no right or interest therein.

4. That subsequently when plaintiff demanded an account of the aforesaid monies, the defendant made over to the plaintiff, the documents mentioned in Schedule C and herewith produced together with the title deeds referred to therein, as having been obtained with plaintiff's money in defendant's name.

5. That thereupon the plaintiff accepted the documents in Schedule C with the other title deeds, vouchers, &c, and also the possession of lands in Schedule A ; but when subsequently under legal advice, he required the defendant to formally acknowledge the plain-

tiff's title to the documents and to the properties therein mentioned, the defendant declined to do so.

6. That under the circumstances, plaintiff is entitled to the declaration of his right to the documents and to the properties therein mentioned, as without such declaration, the plaintiff's right is jeopardised by reason of the documents standing in the defendant's name.

7. That the cause of action for this suit is the defendant's failure to acknowledge plaintiff's right and arose in May 1895.

8. Plaintiff therefore prays for judgment declaring plaintiff's right to the lands and buildings etc, thereon, shown in Schedule A, now in plaintiff's possession and held on right of purchase; and also to recover all monies (principal and interest) due on the responsibility of the properties hypothecated therefor and mentioned in Schedule B, and to the documents standing in defendant's name for the properties mentioned in Schedules A and B and entered in Schedule C, and for payment of costs of this suit by the defendant and for such other relief or relifs as the Court may, under the circumstances of this case, deem fit to award.

MANGALORE,
11th July 1895. } N. BRITO,

(Here enter verification)

MANGALORE,
11th July 1895. } N. BRITO.

Filed 12—7—95.

(Signed) ——————,
Sub-Judge.

IN THE SUBORDINATE COURT OF SOUTH CANARA.

Under Section 110 *of Act XIV of* 1882.

Original Suit No. 33 *of* 1895.

Nicholas Brito ... ... *Plaintiff.*

versus

Manuel S. Lobo ... ... *Defendant.*

Written statement of the defendant abovenamed, dated 13th August 1895.

The defendant abovenamed begs to state as follows:—

1. That the suit is false, frivolous and vexatious.

2. That the Court fee paid on the plaint is insufficient.

3. That the suit is contrary to the provisions of Section 44 of the Civil Procedure Code.

4. That the suit for a mere declaration does not lie under section 42 of Act I of 77.

5. That the suit is bad for nonjoinder of parties.

6. That under the circumstances stated the plaintiff is not entitled to the properties mentioned in schedules A and B nor to the documents appertaining thereto.

7. That the plaint is vague in that it does not state when, how and on what definite terms the plaintiff entrusted defendant with his savings for augmentation as alleged.

8. That the defendant denies that the plaintiff from time to time or ever entrusted defendant "with his savings for augmentation". Plaintiff never entrusted any of his savings to defendant at any time.

9. That the plaintiff's suit is barred by limitation.

10. That the defendant admits that there was a departmental enquiry before the Collector in 1892 but denies that in that enquiry defendant admitted that the land in question or right thereto belonged to the plaintiff or that the lands or the documents were obtained by defendant with plaintiff's money.

11. That the plaintiff himself having admitted before the Collector that the plaint properties did not belong to him and that they were not acquired at his desire or with his knowledge and consent and that the properties were not in his possession and that he had nothing to do with them, can claim no right either to the properties in schedule A or the mortgages in Schedule B.

12. That the plaintiff has not since the above statement acquired any title to the plaint properties either true in fact or valid in law.

13. That the allegation that the plaintiff demanded an account of any monies from defendant subsequently to the enquiry before the Collector is untrue; nor is it true that on such an occasion the defendant made over to plaintiff the documents mentioned in Schedule C together with the title deeds referred to therein not did defendant ever say that the said documents were obtained by him in his own name with plaintiff's money.

14. That the defendant denies that he handed over the title deeds, vouchers &c., and also possession of lands in Schedule A to the plaintiff as alleged in para 5 of the plaint. The plaintiff's statement that he is in possession of the properties is not true.

15. That under the circumstances the defendant in whose name the documents admittedly stand has become entitled to the plaint

properties and to keep them in his possession and plaintiff by his own words and conduct estopped from asserting any right to them.

16. That the plaintiff has no cause of action for this suit against defendant.

17. That the plaintiff is not entitled to any of the reliefs claimed.

That the defendant therefore prays that the suit may be dismissed with costs.

[Signed] ———
[„] ———

(Here enter verification).

[Signed] ———
[„] ———

Filed 13—8—95.

[Signed] ———,
Sub-Judge.

DECREE.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

Tuesday, the twenty-fifth day of February,
One thousand eight hundred and ninety-six.

PRESENT.—U. ACHUTAN NAIR, ESQUIRE,

Original Suit No. 33 *of* 1895.

Nicholas Britto. ... ... *Plaintiff.*

versus

Manuel S. Lobo. ... ... *Defendant.*

Suit is to declare that the lands with the buildings thereon described in schedule A belong to plaintiff, that the monies (principal and interest) charged on the properties in schedule B are his and that he is entitled to recover them on the responsibility of the said properties, and that the title deeds and documents entered in schedule C standing in defendant's name referring to the lands in the said schedules A and B, belong to him.

This case coming on for hearing before the Ag. Subordinate Judge U. Achutan Nair, Esquire, in the presence of Rao Bahadur N. Shiva Rao and Mr. U. C. Krishna Bhatta, Vakils for plaintiff, and of Messrs. P. K. Nambiar Counsel and A. Subba Rao, K. P. Rama Rao and H. Krishna Rao, Vakils for defendant; it is hereby deciared that plaintiff is entitled to the lands and buildings &c. therein described in schedule A appended hereto and now in plaintiff's possession and held on right of purchase, and also to recover all monies (principal and interest) due on the responsibility of the properties hypothecated therefor and mentioned in schedule B appended hereto and to the documents standing in defendant's name for the properties in the said schedules A and B and entered in schedule

C annexed. It is further ordered that each party do bear his own costs.

(Here enter Memorandum of costs).

Given under my hand and the seal of the Court at Mangalore, this 25th February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

(Here enter schedules).

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

(True copy).

———,
Sheristadar.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

Tuesday, the twenty-fifth day of February,
One thousand eight hundred and ninety-six.

PRESENT :—U. ACHUTAN NAIR ESQUIRE.

Original Suit No. 33 *of* 1885.

Nicholas Brito ... ... *Plaintiff.*

Versus

Manuel S. Lobo ... ... *Defendant.*

This case coming on for hearing, the Court delivered the following—

JUDGMENT.

Suit is to declare that the lands with the buildings thereon described in Schedule A belong to plaintiff, that the monies (principal and interest) charged on the properties in Schedule B are his and that he is entitled to recover them on the responsibility of the said properties, and that the title deeds and documents entered in schedule C standing in defendant's name referring to the lands in the said schedules A and B, belong to him. Plaint recites that plaintiff entrusted to the defendant his brother-in-law his savings from time to time for the purpose of augmentation, that in the departmental enquiry held by the Collector of South Canara, the defendant stated that the aforesaid title deeds and documents though they stood in his name, were acquired with plaintiff's money and that he had no right to them, that when an account of the monies entrusted to him was subsequently demanded, the defendant handed

over the title deeds to plaintiffs as having been taken with his money, that plaintiff accepted them and all documents connected with them and took possession of the lands in schedule A, and that on demanding a formal acknowledgment of plaintiff's title to them and to lands to which they relate, the defendant declined to do so. Hence the suit, the cause of action having arisen in May 1895 when the demand was refused.

2. The defendant denies that plaintiff entrusted his savings for augmentation to him, that he admitted before the Collector that the title deeds and the lands to which they relate were acquired by him with plaintiff's money or that the right to them belonged to plaintiff, that plaintiff demanded an account of the monies, or that he handed over the title deeds to him and contends that plaintiff having disclaimed before the Collector all rights to the lands and the title deeds and not having since acquired any legal title to them, is now estopped from asserting any right to them, that plaintiff is not in possession of the lands, that he (defendant) has become entitled to them and to the title deeds by reason of plaintiff's disclaimer. He further contends that the plaint is vague as particulars of the money entrusted are not given, that the suit is barred by limitation and is opposed to Section 42 of the Specific Relief Act and Section 44 of the Civil Procedure Code and bad for nonjoinder of parties.

3. The following issues were framed by the Sub-Judge Mr. Chandu Menon.—

I. Whether the suit is contrary to the provisions of Section 44 of the Civil Procedure Code ?

II. Whether the suit for a mere declaration in the manner sought for in the plaint would lie under the circumstances of the case ?

III. Whether the suit is bad for nonjoinder of parties ?

IV. Whether the suit is barred by limitation ?

V. Whether, as a matter of fact, the plaintiff had entrusted to the defendant plaintiff's funds for augmentation as he states in the plaint and whether as a matter of fact the defendant purchased the plaint lands with plaintiff's funds and took the title deeds in his name *benamee* for the plaintiff ?

VI. Whether the defendant surrendered the lands and agreed to execute a formal deed of transfer in October 1894 as alleged by the plaintiff ? and whether the plaintiff acquired any title to the property after the close of the Collector's enquiry ?

VII. Whether the defendant has any valid title or interest in the plaint property by reason of the fact that the title deeds admittedly stand in his name ?

VIII. To what relief the plaintiff is entitled ?

4. *1st and 2nd Issues.*—If plaintiff is in possession of the title deeds and by his tenants, of the whole or a portion of the lands in question, all that he is entitled to seek is a declaration as against the defendant that the right to them resides in him. The suit is therefore not opposed to section 42 of the Specific Relief Act unless it is found that he is wholly out of possession. Nor is it opposed to Section 44 of the Civil Procedure Code the defendant's refusal to execute a formal deed of relinquishment in plaintiff's favor being the cause of action for the declaration. Neither plaintiff nor defendant is in actual possession, the tenants most of whom hold on Mulgeni rights being in possession. Till the date of the departmental enquiry by the Collector all the tenants were paying rent of the lands to plaintiff's man on his producing receipts signed by the defendant (see evidence of defence witnesses). For some time after the enquiry no one collected rent. Now some tenants have attorned to plaintiff and pay rent to him and others pay rent to the defendant. To avoid multiplicity of suits the proper relief to be asked in such cases is a declaration of title (I. L. R. XV. Mad. 307). The following passage occurs in the above ruling—"It appears to us that the conclusion to be "drawn from all the evidence as to possession is that possession of the " whole property in dispute is neither with one nor the other of the "contending parties. As might be expected in the case of a dispute as "to the title to lands, most of which are in the actual occupation of ryots, "some of the ryots recognize one claimant as their landlord and some "the other. Such a case is eminently one in which a declaratory decree " is desirable, to avoid multiplicity of suits and obtain a decision once " and for all, which shall secure peaceful possession of the property. " And we think there is nothing in the language of the provision to " section 42 of the Specific Relief Act to prevent the Court passing " a declaratory decree in this case. It is only 'if the plaintiff being " able to seek further relief than a mere declaration of title, omits " to do so,' that the Court is precluded from making a declaration " of title. And what further relief could the plaintiffs obtain in " this suit ? Not possession of the whole property in dispute, for " admittedly the defendant is not in possession of the whole, and " the ryots "do not recognize the defendant's title would have " to be made parties before possession of the lands in their occupa- " tion could be decreed to the plaintiff. And we can see no other " prayer for relief which the plaintiffs could combine in this suit " with the prayer for a declaration."

5. *3rd Issue.*—As defendant is the only person from whom plaintiff apprehends any danger, the title deeds standing in his name, it is sufficient if he seeks a declaration as against him.

6. *4th Issue.* There is no statutory bar. Plaintiff received rent from all the tenants till the enquiry by the Collector and still receives rent from some tenants.

7. *5th Issue.* In proof of the allegation in the plaint that plaintiff has entrusted from time to time his saving for augmentation to the defendant there is positively no evidence. He has no account or voucher to show what sums were entrusted and when and under what circumstances. The plaint also contains no particulars ofthe monies entrusted and this omission is due not to any oversight but to utter inability to prove the allegation. The only witness who speaks to this entrustment is his own elder brother A. P. Brito (plaintiff's 16th witness). He says that he has often seen plaintiff entrust his money to the defendant after he married the latter's sister and before 1876 the date of the partition in plaintiff's family but is unable to say when was the entrustment and how much was entrusted on each occasion. The witness is indebted to plaintiff and is moreover under obligations to him for he has received a loan of Rs. 1,500 from plaintiff on a promissory note and a gift of Rs. 500 at the time of his daughter's marriage. To the evidence of this witness I attach no weight. The evidence of defendant's witness Saldanha and the accounts produced by him the correctness of which is admitted by the plaintiff, show, on the other hand, that plaintiff deposited his savings with his firm I disbelieve the story that any money was entrusted with the defendant.

8. Who made the acquisition and with whose money is the next point. The plaintiff's case is that the defendant made the acquisition with the money entrusted by him, but the defendant's case is that he never made any acquisition and that plaintiff himself made the acquisitions with his money in defendant's name. If the story of entrustment for the purpose of augmentation falls to the ground the story that the defendant made the acquisition with plaintiff's money on his own responsibility must also fall to the ground. From the fact that the title deeds are in defendant's name coupled with defendant's admission that the money did not belong to him, I cannot draw the inference that defendant acquired the property. The plaintiff's 1st witness is his brother-in-law and defendant's elder brother. His evidence is that on the date of the partition evidence by exhibit A in his own family, he and his deceased younger brother gave the letter B to the defendant renouncing their claim to the properties therein mentioned (plaint properties) as they were acquired with plaintiff's money.

Exhibit B however does not say that the money was plaintiff's but merely says that the properties were acquired by the defendant with monies borrowed by him of others (Pararinda) on his own responsibility. The witness says that it was known to all the members of the family that the properties mentioned in Exhibit B were acquired with plaintiff's funds and that the word Pararinda was used as referring to plaintiff. As to the genuineness of B there is no doubt, for the defendant himself admits that it was drawn up with his consent and the object of it was evidently to protect the rights of the plaintiff who was one of the persons that brought about the partition and to whom it was at once delivered. I doubt whether the recital that the defendant made the acquisition is true; for the witness himself though he is on bad terms with defendant, admits that he cannot say who purchased the properties. His sympathie are with plaintiff and cannot but speak in support of the recital in Exhibit B but is unwilling to utter a falsehood when the question is directly put to him. The 2nd witness is the defendant himself and in his evidence there is nothing which tends to show that he himself made the acquisition. He says that he has not paid any money nor has he seen the title deeds but that a locked-box which, the plaintiff said, contained title deeds had been deposited with him and that it was taken back before the date of the enquiry by the Collector, that Exhibit C was signed by him without knowing its contents and that when on reading he found it to contain mis-statements he scored out his signature. If the plaintiff made the acquisition why should the box containing the title deeds be deposited with him? The plaintiff could with as much safety keep it in his own house. It is quite possible that suspecting the defendant's fidelity the plaintiff removed the box to his house before the enquiry commenced. As to who was the custodian of the key until that time there is no positive evidence. The defendant says that plaintiff was in possession, plaintiff's 16th witness says that defendant was in possession. Both are interested persons and I cannot believe them. The plaintiff's 3rd witness who is the shroff of the Udipi Taluk is the writer of Exhibit D purporting to be executed to defendant by Ananta Krishna Rau, Magne Shanbhog and Jaki Alva, Potail—somewhere in the Udipi Taluk. The witness says that a draft was brought to him at his house at Mangalore when he was on leave by Ananta Krishna Rau and that he simply fair copied it. His evidence that Ananta Krishna Rau sent the draft by him to the defendant for approval on the day previous and that the defendant then admitted to him that the money belonged to plaintiff appears to me improbable. There was no necessity for the defendant to make such a declaration. The 4th witness who had held a mortgage of Rs. 10,000 from one Noronha says that he assigned it to the defendant and that the defendant paid the consideration in instalments saying

it was plaintiff's money. He admits that he has granted registered receipts for all payments, some of which were made before the Sub-Registrar and some not, but he is unable to say who brought the money to the Sub-Registry office on those occasions except the last when it was the Magne Shanbhog of the Mangalore Taluk Anantaya that brought the money to him. As the plaintiff was then Tahsildar of Mangalore Taluk, the employment of a Magne Shanbhog leads to the conclusion that the payment was made by plaintiff and that the receipt was taken by him. If the object of the purchase in defendant's name was to make it appear that the plaintiff had no concern in it, then the defendant frustrated that object according to plaintiff's witness by declaring to the world that he was purchasing with plaintiff's money. The wife of the 5th witness was the owner of a land which adjoined the estate acquired by the plaintiff when Tahsildar of Udipi. He says that she offered to sell it to plaintiff who was then Tahsildar of Mangalore, but he said that he had no money and referred her to the defendant to whom it was sold. The writer of the sale deed Exhibit E is a deceased Magne Shanbhog and the purchase money was produced before the Sub-Registrar by that Shanbhog. The witness himself is a Potail of that village. In the year of the sale he executed a Chalgenichit to the defendant and paid rent to him but in this year and the last year he executed Chalgenichits directly to plaintiff (F and G). The strained relation between plaintiff and the defendant since the departmental enquiry by the Collector inclines me to disbelieve the story that he executed Chalgeni leases to plaintiff at the instance of the defendant and the agency of Magne Shanbhogs as in other cases makes me think that the purchase was really made at plaintiff's instance in defendant's name. The 6th witness Ananda Rau a second grade pleader of the Mangalore Munsif's Court says that one Andrew Fernandez whose Vakil he was, obtained a decree against one Coelho who had mortgaged his property to a first grade pleader Lobo who is now dead, and that the defendant paid off the mortgage debt to Lobo and the judgment debt to Fernandez (Exhibits H and I). He does not know whence was the money brought but thinks that as plaintiff was a public servant the documents were taken in defendant's name with his money. The 7th witness who is a relative of both plaintiff and defendant but evidently on bad terms with the defendant, says that the defendant sent him to plaintiff's house before the enquiry by the Collector, to tell him to take back the property acquired in his name. He further says that he was present at the partition in defendant's family and that certain property was excluded from all partition as it was acquired with plaintiff's money. This evidence does not shew who made the acquisition in defendant's name, whether it was defendant himself or plaintiff. The 8th witness says that Exhibit J which purports to be a mortgage deed by one Coelho to defendant and to which he is an attesting witness was written in the Abkary Office during defendant's absence but was attested in defendant's house and in his presence and that he does not know who paid the money as the payment was made before the Sub-Registrar. There is nothing in the evidence of this witness to support the plaintiff's case but the fact that he is under obligations to plaintiff and that the property in J adjoins the plaintiff's compound in Mangalore, leads to the conclusion that the acquisition was made by plaintiff in defendant's name. The 10th to 15th witnesses are Mulgeni tenants of Bijai land who depose to having sent their rent by money order to the plaintiff, the defendant having declined to receive it, alleging transfer of his right to plaintiff, and the 9th witness attested the money order coupons. The evidence of these witnesses appears to me to be suspicious. When the defendant declined to receive rent and referred them to plaintiff the proper course was to tender the rent to plaintiff and if he accepted it to take receipts from him. Instead of doing so they sent money order to plaintiff evidently under plaintiff's advice and the object of it was to secure evidence that some tenants have attorned to plaintiff. The real state of things is that for a year or two after the Collector's enquiry neither plaintiff nor defendant collected any rent or paid any assessment. The tenants themselves paid the revenue when the village officials proceeded to attach the crops (see evidence of defence witnesses who are also tenants on the same land). Till the date of the enquiry as proved by defendant's witnesses the Magane Shanbhog brought the defendant's receipts and collected the rents. Both from the evidence of plaintiff's and defendant's witnesses and from plaintiff's possession of the title deeds I am clearly of opinion that the acquisitions were made with plaintiff's money in defendant's name. I am however unable to believe that defendant did nothing and that plaintiff did everything in his name.

9. *6th issue.*—The allegation that the defendant gave up the title deeds after the close of the Collector's enquiry, caused the tenants to attorn to plaintiff and agreed to execute a formal deed of surrender, is false. The only witness that speaks to the delivery up of the title deeds is the 16th witness the brother of plaintiff. In the enquiry before the Collector the defendant, instead of supporting plaintiff, gave evidence wholly against him in favor of the complainant to the effect that plaintiff entrusted no money to him, that the acquisition was not made by him but by the plaintiff himself with his money and that he was only a name lender. It is impossible to say what induced him to betray his own brother-in-law. To say that he was scrupulously honest and would not utter a word of untruth at any sacrifice would

be too much. In Exhibit B which was addressed to him and which was drawn up with his knowledge there is a false recital that he acquired the property with money borrowed of others and this recital was known to him to be false. He admits that plaintiff consulted him whenever he acquired property in his name and that he raised no objection to lending his name. He granted receipts as owner to the tenants. Sometimes himself collected rent and remitted it to plaintiff. He instituted and defended suits (of course verifying the plaint and written statements) in respect of the property in suit as its owner knowing full well that he had no right to the property. He also admits that in his will he disposed of the property in the manner suggested by plaintiff. In all this he found no dishonesty or untruth. His regard for truth manifested itself only when the enquiry was set on foot. The real cause must be the desire either to favor the complainant or to disgrace the plaintiff. Such being the relations between plaintiff and defendant, it is improbable to suppose that the defendant delivered up the title deeds to plaintiff after the close of the enquiry or that he caused the tenants to attorn to plaintiff and agreed to execute a formal deed of surrender. The plaintiff knowing full well the state of defendant's feelings towards him, tried to gain over as many tenants to his side as possible. After the enquiry he could not collect any rent or pay any assessment as long as he continued in the service, having previously disclaimed all interest in the property. The defendant also did not collect any rent or pay assessment, having disclaimed all right. When he found that plaintiff was inducing certain tenants to acknowledge his title he also tried to induce certain others to acknowledge his title and pay rent to him. As he has nothing to lose he can afford to make larger concessions to the tenants and it is not strange that he got more tenants on his side. The plaintiff has not acquired any new title to the property after the termination of the enquiry.

10. *7th issue.*—The defendant contends that until October 1894 the plaintiff had no right to the property in suit according to the allegation made by him both in the plaint and before the Collector, and unless he proves that he acquired any title to the property after the close of the enquiry he is not entitled to recover and that if he has entrusted any money for augmentation to the defendant his suit ought to have been confined to an account of such monies and to its recovery. I have already found that plaintiff has not entrusted any money to the defendant for augmentation and I have also found that plaintiff has acquired no right since the termination of the enquiry. His possession of the title deeds is no evidence of a title newly acquired, for the title deeds were already in his possession. The defendant raises these contentions knowing full well that plaintiff is bound by his statement before the Collector. The defendant also disclaimed before the Collector all interest in the property but he occupies the advantageous position of a defendant. He also does not assert any title to the property, but says that he became owner when the plaintiff disclaimed all interest and accused him of an attempt to fasten the ownership on him (plaintiff) to his prejudice in the departmental enquiry while he (defendant) was the real owner. I cannot say that this gives a valid title to the defendant.

11. *8th Issue.*—The last question is whether upon the findings arrived at the plaintiff is entitled to any and what relief. The money was his as all parties admit and the acquisition whether made by himself or by the defendant was for his benefit. A Tahsildar is prohibited by order of Government from acquiring property within his Taluk either in his own name or in the name of others benamee for him. The complaint against him before the Collector by one Abreo was that he has acquired property in defendant's name in contravention of the rules and that he has not entered such property in the annual returns of landed property. The Collector held that the acquisitions were made by the defendant with plaintiff's money in his hands without plaintiff's knowledge and that plaintiff was innocent. But the evidence before me shows that the acquisitions were made by the plaintiff himself with his money in defendant's name and perhaps with his assistance. If the Collector's opinion is correct, then the plaintiff will be entitled to the declaration. The title deeds in such a case must have been with the defendant till the close of the enquiry. The plaintiff's present possession of them presupposes a subsequent delivery by the defendant. This delivery will then be tantamount to an acknowledgment that he is only a benameedar or trustee and to a waiver of his right, if any, in favor of plaintiff (I. L. R. XI Mad. 234, 236). But my findings are neither in confirmity with the Collector's view nor with the allegations in the plaint.

12. It is not necessary for me to see whether plaintiff contravened the orders of Government. It was for his official superior to have brought it to the notice of Government. He did bring to the notice of Government the view that he took of it and there the matter ended. To dismiss the suit on the ground that the plaintiff's title was acquired not in the manner alleged in the plaint but in a different manner which also involves the transgression of the rules would be giving to the defendant a benefit which he does not deserve. If the vendors of the property themselves were in possession and could enjoy the benefits, that would be something. Till the date of the enquiry the plaintiff was receiving rents either through defendant or otherwise and therefore was in possession. "We think in a suit of this kind although they (plaintiffs) failed to satisfy the Court that

their title to the land had been acquired in the way they stated, if, in fact, they are entitled to it, they ought to have a declaration to that effect and ought not to be driven to bring another suit." Sutherland's Weekly Reporter, Vol. XX ; page 104). I find this issue for plaintiff.

I grant the declaration sought but in the circumstances of the case, order each party to bear his own costs.

Judgment pronounced on 25th February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Appendix to the Judgment in O. S. No. 33 of 1895.

ON THE FILE OF THE SUBORDINATE COURT OF SOUTH CANARA.

Plaintiff's Exhibits.

A 6—2—1884.	Authenticated copy of partition-deed entered into between the defendant and others.
B 6—2—1884.	Letter written by A. P. Lobo and another to the defendant.
C 24—12—1892.	Petition addressed by defendant to the Collector of South Canara.
D 19—6—1882.	Registered sale deed executed by Ananta Kristnaraya and Jaki Alva to the defendant.
E 11—6—1886.	Do. do. by Timmaju to do.
F 17—10—1894.	Chalgenichit executed by Potail Sanku Malli to plaintiff.
G 2—8—1895.	Chalgenichit executed by do. to do.
H 3—6—1882.	Registered hypothecation bond executed by Francis Anton Cœlho to the defendant.
I Do.	Registered security bond executed by Martin Cœlho and another in favour of the defendant.

J 15—1—1883.	Registered hypothecation bond executed by Jacob Charles Cœlho in favor of defendant.
K. 27—3—1883.	Do. by Anton Francis Noronha in favor of defendant.
L.	Money order coupon written by Martin Dias.
M.	Do. do. Jacob Pinto.
N.	Do. do. Rosario Pinto.
O.	Do. do. Salud Bayi.
P.	Do. do. Venkataramanacharya.
Q.	Do. do. Acha Bayi.
R.	Do. do. Gabru Souza.
S. 25—6—1895.	Money order acknowledgment by plaintiff to Jacob Pinto.
T. Do.	Do. do. to Venkataramanacharya.
U. Do.	Do. do. Gabru D'Souza.
V. 27—6—1895.	Do. do. Rosario Pinto.
W. 29—6—1895.	Do. do. Martin Dias.
X. 13—7—1877.	Mulgenichit executed by Domingo Pinto to Bapu Saiba.
Y. 31—12—1892. 2—1—1893.	Deposition of C. V. Lobo given before the Collector of S. Canara.

Defendant's exhibits.

I. 20—5—1895.	Letter from Rao Bahadur N. Shiva Rao to the defendant.

II.		
23—5—1895.	Letter from defendant to Rao Bahadur N. Shiva Rao.	
III.		
27—5—1895.	Do. from Rao Bahadur N. Shiva Rao to defendant.	
IV.		
29—5—1895.	Do. from defendant to Rao Bahadur N. Shiva Rao.	
V.		
12—12—1892.	Printed copy of the explanation of the plaintiff given to the Collector of South Canara.	10
VI.		
15—11—1893.	List of documents produced by the plaintiff before the Collector.	
VII.		
10—1—1893.	Original petition made to the Collector by the plaintiff for return and copies of documents.	
VIII		
1873 to 1883.	Extract from the ledgers of the firm of Messrs. Saldanha and Sons.	20

Plaintiff's witnesses.—**1.** A. P. Lobo. **2.** M. S. Lobo, **3.** Parsi Subba Rao. **4.** Manjeshwar Krishnaya. **5.** Sanku Malli. **6.** N. Ananda Rao. **7.** J. M. Tellis. **8.** M. C. Vas. **9.** Nicolas Juvao Pinto. **10.** Venkataraya. **11.** Jacob Pinto. **12.** Venkataramanacharya. **13.** Gabru Souza. **14.** Rosario Pinto. **15.** Martin Dias. **16.** A. P. Brito.

Defendant's witnesses.—**1.** Sale Kamty. **2.** Jacob Currei. **3.** Dumingo Pinto, **4.** Thomas Pinto. **5.** Pade Sale Kamty. **6.** Jerom Monterio. **7.** Martin Currei. **8.** B. S. Saldanha. 30

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Exd. by T. R. Wilkins.

PRINTED BY G. C. AND CO., SCOTTISH PRESS, MADRAS.

MEMORANDUM OF APPEAL.

In the Court of the Subordinate Judge of South Canara,

Original Suit No. 33 *of* 1895.

In the High Court of Judicature at Madras,

Appeal Suit No. 134 *of* 1896.

	In the Sub-Court.	*In the High Court.*
Manuel S. Lobo, son of Lawrence Prabhu *alias* Lobo	*Defendant.*	*Appellant.*
versus		
Micholas Brito, son of J. M. Brito.	*Plaintiff.*	*Respondent.*

The appellant (defendant) abovenamed begs to put in this Memorandum of Appeal to this Honorable Court against the decree and judgment of the Subordinate Court of South Canara in Original Suit No. 33 of 1895, dated the twenty-fifth day of February 1896, for the following among other grounds.

1. The Lower Court ought to have held that a suit for mere declaration of title is not maintainable. The Judge has himself found that the defendant is in possession of some of the properties and the suit therefore ought to be dismissed. The Judge ought to have found that the plaintiff is not in possession of any or at least the greater portion of the properties.

2. The suit is barred by limitation.

3. The issues V and VI ought to be decided in favor of the appellant.

4. The plaint discloses no cause of action, the suit as framed is not maintainable on the facts stated in the plaint, the Lower Court ought to have held that the plaintiff has not acquired any title to the properties.

5. The plaintiff's right, if any, is only to sue for the recovery of the monies alleged to be entrusted to the defendant or for the specific performance of the agreement to convey the lands to the plaintiff.

6. On the findings of the Court below the Judge ought to have dismissed the suit on the ground that he has not acquired any title to the property.

7. The Lower Court was wrong in giving relief to the plaintiff on grounds not disclosed in the plaint.

8. The plaintiff has not proved his title to the property.

9. The suit is contrary to the provisions of Section 44 and is bad for non-joinder of parties.

15*th August* 96.

C. SANKARAN NAIR,
Vakil for Appellant.

Valuation. Suit for declaration. Hence stamp duty paid on Rs. 10-0-0.

Exd. by B. Veeraragavaloo Naidu.

PRINTED BY G. C. AND CO., SCOTTISH PRESS, MADRAS.

HIGH COURT.

APPEAL

No. 134 of 1896.

South Canara.

Subordinate Judge's Court

Original Suit No. 33 of 1895.

Manuel S. Lobo,

(Defendant) Appellant.

By Mr. C. Sankaran Nair.

versus

Nicholas Brito,

(Plaintiff) Respondent.

Nature of Claim.	*Suit for declaration.*	
In the Court of First Instance.	*Plaint presented*	12—7—95.
	Decree passed	25—2—96.
In the High Court.	*Appeal presented*	15—8—96.
	Do. admitted	29—9—96.
	Do. filed	30—9—96.

Enclosures two, & Vakt.

Appeal valued at Rs.

Stamp duty paid, Rs. 10-0-0

To be heard on

BOARD OF REVENUE, 11 MAR. 98 MADRAS

Enclosure 2

In a letter from the Collector of South Canara to the Secretary to the Commissioners of Land Revenue, Madras, dated 24th February 1898.

No. 82 in of 98.

Petition of Mr. N. Brito, dated 29th October 1897 with enclosures.

P. R. No. 802 for 97

Mangalore, 29th October 1897

To

F. A. Nicholson Esquire

Acting Collector of South Canara

Mangalore.

Honored Sir,

Being given to understand that the District Judge has sent for your Honor's perus[illegible] a copy of the judgment in appeal Suit No. 134 of 1896 on the file of the High Court of Judicature at Madras, I beg respectfully to lay the following circumstances before your Honor in the firm hope that they will meet with your favourable consideration

2. I was the plaintiff in original Suit No. 33 of 1895 which had given rise to the above Appeal Suit, in which I appeared as a respondent before the High Court.

3. The District judge has sent your Honor the copy of the appeal judgment probably with a view that you may take

due notice of the remarks made by the Honorable Judges of the High Court in the above judgment to the following effect "No doubt the plaintiff intended to conceal the acquisition of the lands from the authorities and acted dishonestly and in contravention of the rules of his department."

4. Although it is now more than three years since I retired with my well-earned pension from the post of Tahsildar which I had continually held with credit and entire satisfaction to my various and successive superiors, for a lengthened period of 28 years, yet as the remark made by the Honorable Judges reflects seriously against my character as a public servant, I hasten to vindicate it by laying before your Honor the fact that the identical question now raised by the Honorable Judges of the High Court was thoroughly inquired into and set at rest by Messrs. Brodie and Power, the former Collectors of this District and finally by the Honorable Board of Revenue, and that I was fully exonerated from the blame now attached to me, so long back as 1893, and I am confident that had that matter been brought to the notice of the Honorable Judges of the High Court, they would not have recorded the adverse remarks above alluded to.

5. At the beginning of 1892 while I was Tahsildar of Mangalore Taluk one Mr. C. B. M. Abreo who was formerly the Deputy Tahsildar & Magistrate of Buntwal, but was subsequently reduced to the post of Head clerk in the Head Assistant Collector's Office, and who has since been still further reduced to a minor post in a Taluk office, encroached upon the Gurpur river by commencing to erect a groyne without the permission of the authorities so as to divert the current of the river, to the detriment of other holdings standing on the bank of that river. I stopped him from proceeding with the work as I was in duty bound to do, as one of the adjoining land holders had then formally complained to me of his misdeeds. In the meantime a

criminal case sprung up in the Mangalore
town in which his (Mr Abreo's) daughter and
her husband, Vakil F. J. Mascarenhas were
complainants, and I had to incur the further
displeasure of Mr Abreo by submitting an
adverse report on a petition referred to me
by the District Magistrate for inquiry and
report. While complaining to the Deputy
Collector then in charge of the Taluk, against
the orders passed by me regarding the unau-
thorized erection of the groyne, he then for the
first time made an insinuation to the effect
that I had lately acquired in the name of
my brother-in-law Mr Manuel Lobo, the
Defendant in the above suit, extensive and
valuable lands in my Taluk. When Mr Wynne
the then Collector of this District called
upon him to substantiate the allegation,
he put off doing so for a very long time
until Mr Brodie took up the case again
at the end of 1892. On a perusal of
the explanation I had submitted in the
case, a printed copy of which is herewith
submitted

submitted for your Honor's kind perusal, Mr
Brodie examined Mr Abreo at length when he
entirely failed to substantiate his allegations.
As a last resource, however he tampered with
and succeeded in prejudicing my brother-in-law
Mr Manuel Lobo (who is also a near relative of
his) against me, and made him depose before the
Collector that the properties mentioned by Mr Abreo
and which were the subject matter in the civil
suit above referred to, had been acquired by me
with my own money in his name, and that he
has had no title or interest in any one of them.
But considering the evidence given by him Mr
Brodie disbelieved him entirely, and found that
though I had invested my savings with him (the
said Mr Manuel Lobo) as stated in my explanation
the lands in question had been purchased by
himself and at the beginning of 1893, dismissed
all the petitions put in by Mr Abreo in the
matter. I am sorry to say that Mr Brodie
ordered his judgment and all the papers
therewith connected to be kept in a sealed
cover

cover, and no copies of any of the papers were ever supplied to me, though I repeatedly applied for them. I beg respectfully to enclose herein a copy of the petition dated 18th May 1893 submitted by me to Mr Power and of the endorsement given by him on that petition, for your Honor's kind perusal.

6. Mr Abreo then appealed to the Honorable Board of Revenue against the decision passed by Mr Brodie, and the Board on a perusal of the report submitted by Mr Power in March 1894 on a further and full enquiry into the case, dismissed the appeal, and finally exonerated me from all blame.

7. In July 1894 I retired from the public service; and in October of the same year I demanded an account from my brother-in-law Mr Manuel Lobo of my savings which I had from time to time entrusted with him, when he said he had no accounts to render and that in lieu of the money I may as well take up the properties which he had purchased or upon which he had temporarily invested funds

funds with the aid of the monies I had entrusted with him, assuring me that there was not the least hitch as to the safety of the investments as he had kept them as his own self acquired properties without allowing them to be entered in the deed of partition which had been effected between himself and his two brothers for their family properties.

Accordingly I accepted the offer of Mr Manuel Lobo and took possession of all the documents and title-deeds given to me and also of two of the lands thus offered to me as to the title of which there was no doubt whatever they being absolute sales to Mr Manuel Lobo; but subsequently when under legal advice I asked him for a formal transfer of the said documents standing in his name, he to my surprise and for reasons which I have not as yet been able to fathom (and which I cannot ascribe to the various petty family broils existing between us which are of a trivial character in themselves) refused to do so, though he was pressed by legal notices issued to him by my lawyers as would appear from the records of the Civil suit, nor was there any chance

chance of my recovering from him amicably
my savings. As all the documents handed
over to me by Mr. Manuel Lobo stood in his
name and as I could not get a formal
transfer of them from him, I had no other
alternative but to file against him the Civil
Suit No 33 of 1895 before the Sub Judge of Mangalore
asking under the circumstances for a declaration
of title to the two properties aforesaid and to
recover the moneys temporarily invested in
land, the right to which had been made over
to me by him. At this juncture my old enemies
caught hold of Mr. Manuel Lobo and taking
advantage of his unsteady and vacillating
character made him to put in a written
statement denying all the facts stated in
my plaint (Copy enclosed for kind perusal)
contrary to his own sworn statements before
Mr. Brodie; and while denying the fact of
his having made over the properties to me,
he violently asserted that the properties were
his own and that they were still in his
possession. But the Sub-Judge gave his

decision in my favour which has since been
conformed by the High Court on appeal.

8. As is generally known Mr. Manuel Lobo
is an eccentric old bachelor. His father was a
wealthy man and after his death Mr. Manuel Lobo
produced a Will before the District Judge and
asked for a probate on the ground that he was
the executor of that Will; but subsequently about
ten years after he proved the Will, he brought Civil
Suits and fraudulently attempted to prove that
the Will was a forgery; and in these suits he induced
his other sisters to support him while my wife alone
did not join him. The District Court as well
as the High Court however declared the
Will to be a genuine document, finding that
the evidence given by him in support of
the allegation of forgery was false, and
thus he was frustrated in the attempt
made by him to deprive his own brothers
of the properties bequeathed to them by their
father; and to crown his eccentricities and to
the greatest surprise of the whole country
he has lately made over all his properties

worth over a lack of Rupees to the Jesuit Fathers of this place as a gift, and has thus voluntarily become a pauper now.

q. Mr. S. F. Brito (Rao Saheb) is interested in one of the lands for which I had sued Mr. Manuel Lobo, having purchased the same at a Court sale subject to the payment of the mortgage debt due to Mr. Manuel Lobo, and now held in the above mentioned decrees as due to me. That land was held on simple mortgage by Mr. Manuel Lobo for a considerable sum of money and I am declared by the present civil suits to be entitled to recover that money from Mr. Brito. In the very careful and searching departmental inquiry held by Mr. Brodie, Mr. S. F. Brito was my Vakil and had ably defended me against the insinuations set up against me by Mr. Abreo. But when Mr. Brito heard that Mr. Lobo had made over to me the right of collecting the debt due by himself he readily joined my enemies and relying upon the eccentric character of my brother-in-law, persuaded him

him and assisted him in obstructing my claim in the civil suit and in filing and prosecuting the appeal before the High Court, with the object of defrauding me of my just dues. Similarly Mr. J. C. Coelho, the Manager of Konde Estate, is another of my debtors under the decree of the High Court, and I have reason to believe, is also at the bottom of the intrigues which have been going on for a long time in order to pervert Mr. Lobo's mind against me and to throw every possible obstacles in the way of my fairly recovering my dues. Under the authority vested in me by the judgment passed by the High Court, I am quite prepared to file civil suits against Mr. S. F. Brito, Mr. J. C. Coelho and others presently, and the bitter enmity which they bear towards me on this account is well known to all the residents of this place. I beg respectfully to bring to your Honor's special notice that had the properties in question been acquired by myself while I was in the public service, it was against the personal interest of Mr. S. F. Brito himself to take up my Vakala and defend me in the departmental inquiry

inquiry before Mr Brodie.

10. I humbly trust that on a perusal of the records which are in your Honors office, your Honor will be satisfied that the question now raised by the High Court has been fully inquired into by two former Collectors and finally set at rest by the orders of the Honorable Board of Revenue, and I only regret to say that this prominent fact was not brought to the notice of the Honorable Judges of the High Court at the final hearing of the Appeal suit, in as much as the " " " " High Court Vakils (~~Cathoy~~) whom I had engaged to defend my cause in the High Court, did not find an opportunity of laying these facts before the Honorable Judges as the subject of the remarks in question was not in issue in the suit, and my vakils in the High Court were also not called upon to answer the contentions of Appellants' vakil, by the Judges who confirmed the original judgment after only hearing the Vakil for the Appellant.

(Vide para 11 & 12 of the Sub Judge's judgment)

The

The Courts remarks are therefore one sided being based mainly on the evidence given in the lower Court by my aforesaid eccentric brother-in-law, the aim of which was only to substantiate the allegations previously made by him and found by Mr Brodie to be false and groundless for the purposes of the suit Defendant Mr Lobo's statements in the lower Court and his contentions in the Appellate Court on which the remarks are based only went to prove in one way my title which I stated in my plaint (Copy enclosed) to have in another way accrued to me; and it was so much easier for the Vakils to ask for and the Courts to grant a decree in my favour on Defendants own admissions without taking the trouble to go at my length into my proofs and assertions.

11. In conclusion I beg to enclose herein a printed copy of my testimonials which would show that during my long service extending over a period of 38 years I had borne an unblemished character and

and worked in the best interests of Government, as repeatedly testified to by every superior under whom I have had the honor to serve, and that finally I had not infringed any of the departmental rules. I humbly hope and trust that on a kind consideration of all the circumstances above set forth your Honor will, like your predecessors in office who were thoroughly acquainted with me and my official character, be kindly pleased to exonerate me from any unmerited blame that may at first sight appear to attach to me in consequence of the High Courts remarks above refered to, and to allow me to enjoy in peace my hard and well earned pension in this my old age — for which act of justice and kindness I and my large family shall always remain grateful

I beg to remain,
Honored Sir,
Your most obedient Servant.
R. Brito
Pensioned Tahsildar of
Mangalore

Mangalore, 12th December 1892.

To

V. A. Brodie Esq.,
Ag. Collector,
South Canara.

Honored Sir,

In obedience to your Honor's proceedings dated the 3rd Instant, directing me to submit an explanation with regard to certain accusations preferred against me by Mr. C. S. M. Abreo, I beg to lay the following facts for your Honor's kind and mature consideration believing that the same will not only amply vindicate my character so unjustly and with the most venomous and unscrupulous malice attacked by Mr. Abreo, but will also place my career as a public servant above all the attempts at vilification now made by my enemies.

2. Before proceeding to answer those accusations I beg leave to submit that so great is the malice that Mr. Abreo bears against me that he has even made himself bold to insinuate in his petitions that not only lands were acquired by me and not shown in the returns, but that it is even doubtful whence I got money for their purchase. I beg to enclose a statement* which would show what my savings have been at different periods of my career up till 1883 as a Government servant. Economy has always been my principle and practice from the very commencement of my career; and fortunately I have not been addicted to expensive vices of drinking and the like. In 1864 I married the daughter of Mr. Lawrence Prabhu, who, as is well known, amassed his wealth by means of strict economy; and my wife besides being very economical like her father, helped me by inducing her brother Mr. Manuel Lobo to accept at a profitable rate of interest part of my savings. Besides from 1867 to 1881 I was serving out of Mangalore; and during the greater part of this time my children were brought up and educated in their maternal grandfather's house. My brothers too, who were then very prosperous traders, occasionally made me and my family presents of clothes and other necessaries; and all this help contributed for the laying by of nearly all my earnings, and investing them (1) with my brother Mr. J. M. Brito, who promised to pay 10 per cent. compound interest; (2) with Messrs. A. J. Saldanha & Sons; and (3) with my brother-in-law Mr. Manuel Lobo, until my transfer to Mangalore in June 1881. My account with my brother Jacob is so far as it related to my savings advanced to him, was closed in 1881 after my transfer to Mangalore, and those with Messrs. Saldanha & Sons in 1883; but the portion of my savings which in 1881 had amounted with interest to about Rs. 15,500 in the hands of Mr. Manuel Lobo was allowed by me to remain with him, as he has always been a loving brother of my wife, and himself being a bachelor, possessed of much property, it was to my interest that he should continue to retain my savings in his hands so as to induce him to always evince great interest in my family. Besides the savings in the hands of my brother Mr. J. M. Brito, which in 1881 had with interest amounted to about Rs. 15,900 and odd, he had also passed a Pro-note in my favour for Rs. 14,000 on the 10th July 1877. This Pro-note was executed in

*Exhibit I.

and worked in the best interests of Government

settlement of all my claims on our family estate, about the partition of which there had been disputes eventually referred to the arbitration of Mr. John Ball, the then Dy. Collector of this District, whose award however, being too partial towards my brothers, I prepared to apply to have it set aside, whereupon my brother Mr. J. M. Brito intervened and took over all the property allotted to me by the award, giving me the Pro-note in question, and I then put in petition No. 407 of 1887 before the District Court accordingly. This transaction was settled in 1886.

3. The statement enclosed does not take into account my income as a Sub-Registrar at Karkal (an office I held for a year and three months, concurrently with my Dy. Tahsildarship) of which I do not possess any particulars now, nor the investments on Wargs Nos. 6 and 28 out of the Ulaibettu land which merely represents the dowry of my wife.

4. The following statement dealing with specific charges I am required to answer will now, I hope, place facts in a clear light.

I. *Wargs Nos. 22, 35 and 57 of Kannur village.* The first question is whether Wargs Nos. 22, 35 and 57 of Kannur village were acquired by me in 1880, or earlier than 1884? I declare that these Wargs are now my property. They were purchased by my brother Mr. J. M. Brito in 1880 for Rs. 16,000. Mr. J. M. Brito enjoyed the land for his own benefit from 1880 to 1884. In 1881, on my transfer to Mangalore, my brother Mr. J. M. Brito squared up his accounts of my savings with him (vide letter of my deceased eldest brother *Mr. P. L. Brito who died in 1881, dated 11th October 1879 submitted for kind perusal) and being found indebted he offered the land to me for that value. But as I then preferred to have my own cash, rather than the land, I did not accept his proposal. On the other hand, he pleaded inconvenience in making immediate payment in cash as I wanted, and continually asked for time. In 1884, however, being apprehensive of limitation, I told my brother that I could not bear to delay longer, when he again pressed me to accept the land in lieu of my money. Not being willing to sue him and incur his enmity, and disgrace the family as it would popularly have been thought, and also considering his then circumstances, I had no other alternative but to accept his proposal, and accordingly accepted the Kannur land. Thereupon *i. e.* in 1884, my brother put me in possession of the land and completed the transaction by handing over to me its title-deeds; and the tenants (*i. e.* such of them as held on Chalgeni, the majority being Mulgeni tenants) executed at our instance registered leases in my name. The land has been in my exclusive possession as my property from 1884, and I declare that I had no interest in it till that year.

*Exhibit II.

(a). The land in question *i. e.* Wargs 22, 35 and 57 of Kannur village, was the property of Mr. J. A. Aranha whose wife is the cousin-sister of Mrs. J. M. Brito; and the land had been advertised for sale in satisfaction of a debt due by Mr. J. A. Aranha to the Roman Catholic Bishop for about Rs. 12,500. My brother Mr. J. M. Brito who was a close neighbour and relative of Mr. Aranha was, I believe, pressed upon by Mr. Aranha to come forward for help, and with a view to extricate the family from difficulty, I understand that my brother Mr. J. M. Brito dearly purchased the land for Rs. 16,000.

(b). As to the proceedings regarding the transfer of Kudtala of the said Wargs from which Mr. Abreo seeks to draw inferences prejudicial to me in para 11 of his petition of the 9th November last, the simple facts (appearing from the records already sent in obedience to your Honor's Order No. 475 of the 6th Instant) are that on the date on which my brother Mr. J. M. Brito purchased the

property, namely, on the 8th July 1880, he and his vendor Mr. J. A. Aranha applied to the then Tahsildar Mr. Balkristappa for the transfer of the Kudtala to my brother's name. Mr. Balkristappa referred the application to the Kannur Shanbogue for report which the Shanbogue submitted after my transfer to Mangalore on the 22nd September 1881, stating that the Kudtalas of Wargs Nos. 22 and 35 stood in the name of the vendor's deceased father. As the lands consisted of entire wargs and as both the Wargdars and Kudtaladars were reported to have been dead, I directed the Revenue Inspector on the 5th December 1882 to examine all the relatives of the deceased with reference to the question. The Revenue Inspector put in his report only on the 30th April 1885, when though stating that there was no objection on the part of the deceaseds' heirs, he pointed out that there was a difference of 1 rupee in the assessment of Warg No. 35. This led me to examine the vendor Mr. J. A. Aranha on the 4th August following, who pleading inability to account for the difference, requested permission to withdraw his application with leave to file a fresh one after looking over all his papers. As the vendor had thus withdrawn, I could not but dismiss the petition altogether which I did on the 30th September 1885. It will be noted that Mr. Abreo's assertion that I did so at my brother's request is a falsehood. A reference to the Taluk records is sufficient to show what an enormous number of Kudtala cases were pending on the file when I took charge hampering me for many years after, and your Honor also knows the dilatoriness which has hitherto, not on account of my personal fault, been the rule in these matters. After all, when I had openly shown these lands to be mine in my return of 1885, I could not possibly have sinister motive in acting upon the vendor's own withdrawal in September of that year. On the contrary, I am sure my action in the matter will be found to have been perfectly honest, for if I had any such interest at the time, one should think that the proceedings would have been greatly expedited. Moreover, as the lands were purchased in 1880, there is nothing to suppose that I would have bought them in the name of another, as I was then serving in a different Taluk.

(c). I have to observe that Mr. Abreo knowingly makes a false statement that these lands with Warg No. 16 in the same village purchased by myself from Mr. N. M. Fernandes, form a compact whole, while the fact well known to Mr. Abreo who also has land in the neighbourhood, is that Warg No. 16 lies by the roadside between the 4th and 5th mile-stones on the Feringapett road at a considerable distance from the other two wargs.

(d). As to Muli Warg No. 57, which is only Guntas 12—11—12 in extent, and the petty assessment on which is As. 10—2, I beg to state that it seems originally to have been Kumki of the Wargs Nos. 22 and 35, but was not separately shown in the sale-deed to my brother executed by Aranha, while the assessment on Warg No. 35 thereby conveyed was given as Rs. 102—9—7 though in reality it was liable to pay only Rs. 101—9—7. This now seems to be the discrepancy which Mr. Aranha was unable to explain at the time of the Kudtala proceedings. After the sale to my brother, he paid the assessment as mentioned in the sale-deed, which payment was naturally continued as a matter of course without further enquiry or suspicion after the property became mine. In fact it is only now that I have become aware of the separate existence of this Warg. My innocent ignorance, under the circumstances, will not, I am confident, be considered by your Honor as in the least tainted by bad faith, as there could have existed no conceivable motive for omission of this trifling (Kumki) bit of land which virtually forms part and parcel of the two other wargs. As my official returns were based on the

Sale-deed itself, I quite unintentionally omitted to note the warg and its assessment separately, but have, on the other hand, stated the assessment of Warg No. 35 as Rs. 102—9—7 (as per sale-deed) which is a trifle over the assessment of both the Wargs, Nos. 35 and 57.

II. As regards the other accusations that I have acquired lands in Bijai and Attavar villages in the names of my wife's brother Mr. Manuel Lobo and of Mr. S. F. Brito (Pleader), I declare that I have no right, title or interest in those lands. I never had any dealings with Mr. S. F. Brito, and the fact of my having invested part of my savings with Mr. Manuel Lobo have already been alluded to above. I understand that at the partition made between Mr. Lobo and his brothers in 1884, the two other brothers acknowledged those properties to belong exclusively to Mr. Manuel Lobo he, having acquired them with borrowed funds. If Mr. Manuel Lobo held those lands in trust for me, as now alleged by Mr. Abreo, and if the object at the partition was to hide that fact from the authorities, nothing was more easy than to have mentioned in the partition deed itself that those properties were the self-acquisitions of Mr. Manuel Lobo. But as the fact was that the properties were acquired by Mr. Manuel Lobo on his own responsibility without the aid of family funds, the two other brothers preferred to disown them, as otherwise they would have to bear proportionately the burden of the debt. I have ascertained that a record of this fact has been made by the three brothers of my wife whilst dividing amongst themselves the property left by my deceased father-in-law.

II*(a)*. *Bijai land.* Mr. Abreo seeks to build an argument on the basis of the presumed unwillingness of Anantha Kristna Rao, a man from Udipi, to make a purchase of a land in the village of Bijai in Mangalore. I have ascertained the facts to be that the whole of the land is held on Mulgeni tenure by the tenants, and that the Mulgar was one Vag Bapu Saiba, *a cloth merchant of Udipi* and a friend of Ananth Kristna Rao who is a wealthy landlord of that place, besides being a hereditary Magane Shanbogue. Anantha Kristna Rao is a close relative of the wealthy and influential Nellikai family at Mangalore to which his son-in-law belongs. Mr. N. Gundu Rao, a member of that family has extensive lands adjoining the Bijai property in question, so it could not be said with any reason that Anantha Kristna Rao had not any interest in Mangalore of whatever kind. It appears that Anantha Kristna Rao purchased the land to extricate his friend Vag Bapu Saiba from his difficulties; and as a portion of the said land was the family property (on Mulgeni tenure) of my brother-in-law Mr. Manuel Lobo, Mr. Lobo was only too anxious to secure it for himself, and with this view he had engaged Mr. Jacki Alva, a Potail in the Udipi Taluk, to secure the land for him. Mr. Lobo choose Mr. Alva, he being a very close friend of Anantha Kristna Rao. The latter is stated by Mr. Abreo to have been an adherent of the Puttige Matt, and Mr. J. Alva was the financier of that Matt at that time. It was to the interest of Mr. Manuel Lobo that his name should have, as far as possible, been concealed at least in the commencement of the negotiation, from Anantha Kristna Rao, as otherwise Anantha Kristna Rao would have raised the price of the land, Mr. Lobo being known to be a wealthy gentleman and a portion of the land being known to belong to his family. It seems that Mr. Jacki Alva acted throughout for the benefit of Mr. Lobo. Anantha Kristna Rao sold his right to Jacki Alva on 13th March 1881 for Rs. 2,390 and entered into a covenant to execute a formal conveyance after the settlement of some Civil suits he had then filed against the Mulgeni tenants. Mr. Anantha Kristna Rao had also purchased the interest of some of the Mulgeni tenants, the sites being in close proximity to the land owned by Mr. N. Gundu Rao. These

rights and the proprietary right acquired by Mr. Jacki Alva were formally transferred to Mr. Manuel Lobo by a sale-deed jointly executed by both Alva and Anantha Kristna Rao for Rs. 3,490 on the 19th June 1882, *i. e.* more than a year after my transfer to Mangalore. It is absurd to suppose that if I was the real purchaser as is now contended by Mr. Abreo, I should have gone through the tedious and expensive process of first acquiring it in the name of Anantha Kristna Rao, then getting an agreement in favor of Mr. Jacki Alva, and finally obtaining a conveyance from Mr. Jacki Alva and Anantha Kristna Rao, when all this could have been accomplished by at once getting up the sale-deed in the name of Mr. Manuel Lobo. Mr. Abreo being a close relative of Mr. Lobo's family knows fully well these matters, and it is with the utmost malice that Mr. Abreo has concealed the fact in his petition that Anantha Kristna Rao bought the property from a resident of Udipi, and that a portion of that property was held on Mulgeni tenure by members of Mr. Lobo's family. This is the only property held by Mr. Manuel Lobo at Bijai; and yet Mr. Abreo says that "valuable lands" are held by him in Bijai. In this connection Mr. Abreo appeals to a deposition of Mr. Alva in a Civil Suit (O. S. No. 17 of 1890 on the file of the Nagar District Court) which I had brought against Messrs. Morgans & Son and on my brother C. S. Brito for the recovery of my share of a certain Coffee Estate which my said brother had fraudulently sold without my consent. My brother, who contended that I was no partner with him, succeeded in inducing Alva (who is his wife's relative, and whose son boards at his father-in-law's, and who is so hopelessly plunged into debt of late that he is virtually insolvent) to give false evidence in support of his plea, and my brother further, in his usual reckless fashion, persuaded him to introduce allegations against me in the same manner as Mr. Abreo says he (my brother) has been his informant with regard to some matters. Mr. Alva's deposition was intrinsically so absurd and so palpably false that it was severely commented upon by the Judge who took it down, and Mr. Alva himself ended his strange behaviour of the day by declining to sign his deposition as is seen from the Judge's note on the copy* of it that I annex. As the suit was soon after compromised between me and Messrs. Morgan & Son, I missed an opportunity of getting a judicial declaration about the character of Mr. Alva's deposition, while the man's balance of mind (being so old and now ruined in estate though once rich) has become so evidently unhinged that a sight of him only invokes pity.

*Exhibit VI.

(b). *Attavar land acquired from F. Coelho and brothers.* As to the lands in Attavar said to have been acquired from F. Coelho and his brothers, Mr. Manuel Lobo informs me that the property obtained by him on mortgages in 1882 and 1883 consists of two gardens with houses and some huts on them and that not a single pie has been recovered up to date for principal or interest. From the fact that the brothers, *i. e.* the mortgagers are in terms of great intimacy of late with Mr. Abreo and his son-in-law Mr. J. F. Mascarenhas, their relation, it is apprehended that they are being tempted to put forward false allegations to get rid of the mortgages altogether. To show that I am wholly innocent of this charge, I would point out that the rules as they then stood, did not prevent my acquisition of the two house-sites in question.

(c). *Muli 38 of Attavar village.* The land, Muli No. 38 of Attavar, was originally mortgaged to Mr. Manuel Lobo as the deeds in his possession show, on 3rd November 1882, while on the 27th March 1883 he undertook to pay off another previous mortgage to the extent of Rs. 11,188, and which he did accordingly in instalments from 1883 to 1886. But on the 24th September 1884 the right to

the property was itself sold in Court for Rs. 1,950, Mr. Pleader S. F. Brito becoming its purchaser. Mr. Abreo's allegation being that Mr. Manuel Lobo always acted as a trusty name lender, there could be no plausible reason why I, after having laid out so much money in his name should begin to have misgivings about investing a petty sum like Rs. 1,950 in the same manner, but should have had recourse to another.

5. Your Honor has ordered me to confine myself to a reply in refutation of the above charges only formulated with some precision by Mr. Abreo, but my record of service has been so long faithful and honorable as acknowledged by my successive superiors. I have been a Tahsildar for the last 24 years, and even my transfer to Mangalore was a special recognition of my loyal service, and Mr. Abreo's aspersions are of so grave a nature that my feelings, under the circumstances, compel me to trespass upon your Honor's indulgence by placing before your Honor, succintly, facts concerning my career in self defence to disabuse your Honor's mind of any such impressions as Mr. Abreo in so insidious a manner, sedulously endeavours to create, as also to show what sort of a character Mr. Abreo is, and the wretched and discreditable motives that actuate him.

6. My father on his death-bed made a gift to me of our ancestral house and garden; but my brothers bought a garden and built my present house in it in exchange gratuituously when they were in the height of their prosperity and the richest men in Mangalore. I beg respectfully to enclose herein for your Honor's kind perusal the letters* noted in the margin written to me by my brothers in the matter. This garden with the house in it is neither more extensive, nor valuable, nor "palatial" than Mr. Abreo's own, across the road. The assessment on my garden is only Rs. 1—13—0, and I should be only too glad if it was taken off my hands at a great deal less than the price Mr. Abreo fixes for it.

*Exhibit III. Letter from Mr. B. A. Brito, dated 3rd March 1876.

Exhibit IV. Letter from Mr. J. M. Brito, dated 9th March 1877.

7. It is in these matters that Mr. Abreo's persistent malice and falsehood most assert themselves. As a close neighbour of mine and a relative of Manuel Lobo's, and also having lands at Kannur and Ulaibettu, Mr. Abreo must be well acquainted with facts as regards each of my lands, and yet he is always intentionally seeking to mislead your Honor for ulterior purposes, as for instance,

(a). In saying that the Kannur properties form a compact block of 200 acres while it is not compact, and consists only of 21 muras and 19 seers seed area according to Register A, yielding an annual rental only of Rs. 760, and valued at only Rs. 19,000 at the highest.

(b). In fixing the value of my house and garden at Rs. 28,000, while they have cost me nothing.

(c). In giving the extent and produce of the Ulaibettu land which comprises 3 wargs, of which Warg No. 28 is a portion of a barren uncultivated hill only acres 3—37—8 in extent, having an assessment of Rs. 3—5—0 only, the other two wargs consist only of 25 muras and 15 seers seed area according to Register A, and the produce is only 126 muras of rice capable of yielding a net income amounting to Rs. 226.

(d). In respect of the Kandavar land that I had violated the rules, while the fact is that in 1879 I advanced Rs. 1,800 to one Mr. Rodrigues who was then an Overseer in the D. P. W., and who was one of the heirs to the property, on the understanding that as soon as he could get a legal power of attorney from the other heirs in North Canara; he would convey the property to me which he accordingly did only in 1880 giving over possession of the land. My returns for 1880 submitted in 1881 duly shows this. One Manjunath Kampti, a rice merchant in Mangalore, had rights in the jungle forming a portion of the same warg, which also I bought in the same year, *i. e.* in 1880.

(e). In saying that my moveables consisting of jewelry and furniture are of the value of Rs. 10,000 which is given, as usual, in order to swell the supposed sum total of my properties to above Rupees a lac and a quarter, while in reality my moveable property at the highest estimate will not exceed Rs. 2,000 including feminine ornaments considered indispensable by our people.

8. These are the specific instances; but what shall I say to the numerous insinuations bristling in Mr. Abreo's petitions of mysterious and illegal media through which money flowed into my pockets? I shall here content myself with indignantly denying these monstrous lies intended simply to prejudice your Honor and to defame my character, and I claim at your Honor's hands the act of justice that I am entitled to, that Mr. Abreo's unjustifiable and iniquitous conduct be dealt with in such manner as to your Honor may deem fit.

9. Mr. Abreo whose house is close to mine, and who must have known everything about me, does not appear to have discovered any irregularities and offences, till now, that he harbours enmity towards me on account of circumstances wherein my official duty clashed with his private interests.

10. In Cal. Case No. 8 of 1892 decided by your Honor on the 16th May last, in which Mr. Abreo's daughter and son-in-law Mr. F. J. Mascarenhas, Pleader, were the complainants, the Defendants in order to prove that Mr. Mascarenhas bore a bad character, caused to be produced a certain alleged copy of a deposition of mine in a Civil suit in the District Munsif's Court of Mangalore, in which I was stated to have said that a partition set up by Mr. Mascarenhas' mother and grandmother—the Defendants in that suit—was true, and which, not being really given by me, was alleged to have been fabricated and used by Mr. Mascarenhas to induce my brother Mr. C. S. Brito to give false evidence consistent with the statements in the said so called deposition, wherein it was also made to appear that I proposed marrying my daughter to Mr. Mascarenhas, then a bachelor! During the trial of the said Cal. Case in which Mr. Mascarenhas' mother and grandmother were also charged by him, your Honor directed me to report on certain complaints made before your Honor on behalf of the mother that she, though seriously ill, was being cruelly ill-treated by her son Mr. Mascarenhas. My report in which I stated what fell under my personal observation, was not favourable to Mr. Mascarenhas.

11. On the 3rd March last, your Honor sent me for early report a complaint by Second Grade Pleader Laxminarnappaya to the effect that Mr. Abreo had constructed a big groyne in the river between Tokur and Kudumbur villages, whereby the complainant's riparian property was in danger of being washed away. Till then I myself was unaware of such an act of Mr. Abreo's in direct defiance of stringent standing orders. On being referred to, the Shanbogue of the Tarf in which the Tokur village is situated, made a report with a Mahazar annexed, stating that the act complained of and the danger apprehended to Tokur lands were real. I directed that the work still proceeding should be stopped at once pending further orders. The Shanbogue on attempting to execute my order was, it seems, told by the workmen that they would not desist till so directed by their master Mr. Abreo, and the Shanbogue accordingly prayed that the Potail of Kudumbur might be ordered to put a stop to the work. In the meantime, another complaint to the same effect had been lodged with the Head Quarter Dy. Collector Mr. Ganapaya, which was also sent on

to me on the 22nd of the same month. I then issued an order to the Kudumbur Potail to stop the work directly. On the same day yet another petition with the same purport as the other two, was received by me from one Joseph Pais, another land holder in the same village, asking for the removal of the groyne. This application was also forwarded by me to the Potail. On the 6th April, the Potail informed me that he had stopped further work. At the end of that month, I visited the locality, and submitted a report to the Head Quarter Dy. Collector giving the necessary particulars. In the meanwhile, (on the 13th April) Mr. Abreo had put in a petition to the Dy. Collector stating that I had stopped the work out of grudge towards him, and that in fact it was I who instigated Vakil Laxminarnappaya's complaint! It was in this petition that Mr. Abreo in his eagerness for vengeance, and with a view to prejudice my superiors against me committed himself to the false allegations and that for the first time that I owned landed property in the Taluk not shown in my official returns. On the 19th May, however, Mr. Abreo in a second petition to Mr. Ganapaya withdrew the accusation denying all knowledge; but adding that he would make further representations on collecting information and evidence, thus clearly showing that his original statement was a mere unfounded and wreckless assertion made with sinister motives. In a third petition by Mr. Abreo to Mr. Ganapaya he inserted a threat that he was going to sue me for Rs. 500 damages for my action in the groyne question. But the suit has not yet been filed! On the other hand Mr. Ganapaya who inspected the place, fully confirmed my order, and directed the demolition of the groyne which he observed might divert the course of the river causing mischief to the ryots, thus telling upon the collection of revenue. Mr. Abreo's acts were such that he, to my knowledge, has not dared to appeal against that order, but on the other hand has not as yet obeyed it.

12. Mr. Abreo was degraded from the appointment he held of Sub-Magistrate and Deputy Tahsildar of Bantwal for being concerned in a land speculation in the Sujir village in my division, during the investigation of which he unsuccessfully sought to entangle me even. A like suspicious case of extensive lands in the Amunje village has lately come to light, and I have had to call for a report about it from the present Dy. Tahsildar of Bantwal. The enquiry is still pending and it is to Mr. Abreo's interest to make out that he is my accuser.

13. Mr. Abreo's son applied under false pretexts for a loan of Rs. 1,000 during the current year under the land improvement loans Act. But it was denied him on my report made in May last.

14. I pray to be allowed to single out a few examples supported by Judgments of Courts to show what credit or weight could be attached to the words of a man like Mr. Abreo.

(a). In O. S. No. 21 of 1886 the Sub-Judge's Judgment* (herein enclosed) shows that there was more than a suspicion that he abused his powers while he was Sub-Magistrate of Bantwal in favor of a Complainant who preferred a false accusation before him in order to extort a document.

* Exhibit VII.

(b). In his proceedings dated 24th March 1887 in Cal. Case No. 2 of 1887, which was a complaint against Mr. Abreo, the District Magistrate remarked that the facts did not amount to an offence but that he considered "the conduct of the Sub-Magistrate (Mr. Abreo) was open to censure" and the District Magistrate further recorded a separate proceedings in the matter, which I respectfully pray may be referred to.

(c). In Small Cause Suit No. 300 of 1888 (Judgment* enclosed) Mr. Abreo's son-in-law F. J. Mascarenhas was Plaintiff suing as assignee of a Pro-note and which was dismissed with costs by the Sub-Judge with the remark that he did "not believe that Plaintiff ever paid any money for the assignment of the Pro-note, or that the assigner himself paid any money." The Sub-Judge declared that he did not believe Mr. Abreo examined as a witness, while one of the witnesses stated that Mr. Abreo owned him money but that he still took a Pro-note for money given to such creditor which the latter urgently wanted.

* Exhibit VIII.

(d). In O. S. No. 13 of 1887 in which Mr. Abreo was 1st Defendant, the Sub-Judge observed that he was "by no means prepared to say that the 1st Defendant's interference in such matters or in any Abkari business, in which his own division is included, would reflect much credit in his position as Sub-Magistrate and Dy. Tahsildar." On appeal against the above Judgment (A. S. No. 109 of 1888) the District Judge, Mr. Tate, alludes to the "peculiar relations both of confidence and it may be, of partnership in the Abkari concern, existing evidently between him and 1st Defendant." I beg to enclose herein the Judgments* in the above suits. Your Honor directed Mr. Abreo to furnish an explanation about the above remarks, but Mr. Abreo has pleaded in reply that a second appeal is pending before the High Court, though I may be permitted to say that as far as I could see, the second appeal has nothing to do with the points on which his explanation was called for.

*Exhibits IX and X.

15. Mr. Abreo having committed himself in making false accusations against me, and having consequently been called upon, contrary to his expectations, to substantiate his statements, since which date in his desperation, it needs hardly be said by me, he is leaving nothing untried to spread false rumours and to get up false evidence against me.

16. I would also barely mention the advantage he took of the order obtained by him to have access to the Taluk records, to make most insolent observations about me during my absence, to my own subordinates threatening and offering inducements to them to "help him" in the "investigation" he proposed to make as "deputed" by the Collector.

17. Mr. Abreo put off obeying Mr. Wynne's order, and it was on my recalling the fact to your Honor that a reminder was sent directing him to submit the statements required by Mr. Wynne, and even then his statements were so maliciously vague and slipshod that I beg to tender my humble thanks to your Honor for asking him to exhaust his charges against me.

18. Mr. Abreo's position as Head Clerk of the Head Assistant Collector's office, gives him great influence in Udipi (within that jurisdiction) which he has been of late diligently utilizing in stirring up my many enemies in that Taluk whom I offended by my straightforward, prompt and bold action at a critical time in 1880, when the Brahmin community was split into two factions about the Paryaya of the celebrated Udipi Temple. Every endeavour was made at the time by the people of the gratest influence and wealth to heap calumnies on me in order to bring me to disgrace, the matter being carried even up to Government. The proceedings &c. that took place at the time and which I beg here to incorporate, save me from the risk of exhausting your Honor's patience by a lengthy and tedious explanation of my own.

"Proceedings of the District Magistrate of South Canara, dated the 30th July 1879.

* * * * * *

Order.

1. "The first of the papers above recorded is an application to withdraw "from the file of the Second Class Magistrate of Udipi Taluk (N. Brito) a case of "unlawful assembly &c., in which the petitioners among others have been charged "by the Police.

* * * * * *

3. "The grounds on which the present application is based, are substantially "the same as those urged before the Divisional Magistrate, viz. (1) that as the Taluk "Magistrate Mr. N. Brito bears personal ill-will towards one of the petitioners and "favours the cause of their opponent in the dispute which gave rise to the alleged "unlawful assembly, they are not likely to have a fair trial at his hands, and (2) "that the Taluk Magistrate having been present at the time of the assembly is "required as a witness for the defence."

4. "As regards the first of these grounds, it has not been shown that the "Taluk Magistrate bears ill-will towards any of the petitioners, nor is there any "reason to suppose that he is biassed one way or the other as regards the dispute in "question. It is, of course, possible that, in his official position as Magistrate and "Tahsildar of the Taluk, he may have rendered himself obnoxious to the petitioners, "who are men of great local influence and the Swamis of various Matts in the Town "of Udipi; but the District Magistrate, far from believing that the Taluk Magistrate "is actuated by any feelings of ill-will towards them, has full confidence in his "impartiality."

5. "With reference to the second ground alleged, it is sufficient to observe "that the Taluk Magistrate having been present in his capacity as custodian of the "public peace at the alleged unlawful assembly, is probably the best Judge of the "facts, and there does not therefore seem to be any sufficient reason for withdraw-"ing the case on the grounds relied on by the petitioners."

Extract from the Grave Crime Report submitted by E. E. Spencer Esquire, the Head Assistant Magistrate, to the District Magistrate, South Canara, dated 1880.

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"With the exception of Yusuf Khan, late Sheristedar Sub-Magistrate of Udipi, "I had no fault to find with the Subordinate Magistracy. The firmness of N. Brito, "Taluk Magistrate of Udipi, in dealing with the turbulent priests of that place is deserv-"ing of peculiar commendation. As, however, I have pointed out this matter "elsewhere, no detailed statement of the facts is here necessary."

Extract from a letter addressed by E. E. Spencer Esquire, Ag. Head Assistant Magistrate to the District Magistrate of South Canara dated January 1880.

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Para 28. "I cannot close this communication without bringing to your notice "the rare mixture of firmness and tact with which the Tahsildar of Udipi, N. Brito, "has brought this matter (*i. e.*, Udipi Temple dispute) to a quiet conclusion, where "either intemperate zeal or the slightest sign of timidity might have brought about "a good deal of trouble. The Udipi Priests are naturally embittered against an

"official who fearlessly teaches them to respect the law—a lesson it is high time they "learnt and laid to heart."

Extract from a letter addressed by W. H. Comyn Esq., Dt. Magistrate of South Canara, to the Chief Secretary to Government, dated 18th March 1880.

* * * * * *

28. "The outcry against the Tahsildar and clamour for his removal is to be "found in many of the petitions, &c., which have been addressed to Government "and myself in connection with this temple dispute. The Government will naturally "wish to know the reason of this. Owing to the presence of the temple and Matts "at Udipi, and to its large resident and fluctuating Brahmin population, the local "Brahminical influence is very strong, and the place has, in this small Canara World, "always been noted for its intrigues. To ensure good administration it is necessary "that the Tahsildar and the Taluk Magistrate should not only not be a Brahmin, but "should be a man who would be independent of the prevailing Brahminical influence. "Such a man is the present Tahsildar, N. Brito (a Roman Catholic), who has held "the post for a number of years, and has always been considered to be the right "man in the right place. He is a man of strict views and of remarkable energy "and independence of character. Respected as he is by all classes in his Taluk "generally, he has never been popular with the Brahmins of Udipi and the adherents "of the Matts in the different villages, who would rather have a man more easy going "and more in sympathy with themselves and their religion at the head of local "affairs. Evidences of his unpopularity with this class had not been wanting, but it "was only after the commencement of the present dispute which has split up the "party into two factions, that the feeling of antipathy against him has manifested "itself in downright hostility. The majority, consisting of the 7 Matts, wanted the "Tahsildar to take their side and to throw his influence into the scale to prevent "the Puttige Swami, whom they had excommunicated, from succeeding to the "management of the temple as soon as his turn should come. The Tahsildar held "aloof, and remained, as he was bound to do, perfectly neutral, and hence the false "cry got up by the majority that he had espoused the Puttige Swami's cause, and "was bent upon securing his succession to the temple management."

29. "Exasperated at finding that, notwithstanding all their efforts and expendi-"ture of large sums of money, they failed in their object, and their opponent's "succession became an accomplished fact, they continued with redoubled energy the "agitation they had commenced before with myself and with the higher authorities, "one of the chief objects of which was the Tahsildar's dismissal or removal to "another Taluk. So it was with the Police Inspector, a Billawar by caste, who had "always kept aloof from their influence and to whose exertion in part they have, "without any semblance of truth, attributed the success of their adversary. They "are embittered against Mr. Spencer, the Divisional Magistrate, because, when it "became necessary to bind them over to keep the peace and they did not obey his "summons, he issued warrants for their arrest, and because he did not use his "authority, as they wished, for the exclusion of the Puttige Swami from the temple. "Hence the attacks recently made upon this officer in common with the others."

The Government order thereon, dated 9th April 1880, No. 822, was as follows:—

"Recorded with the remark that the report is quite satisfactory, and that the "Government are pleased to note the terms in which the District Magistrate

"speaks of the Tahsildar, Mr. Brito, and of the conduct of the Police on this delicate "and difficult occasion."

Mr. H. Bradley, the present Collector of Malabar, wrote about me as follows:—

"Mr. Nicholas Brito, now Tahsildar of Mangalore, has been under me for "about 18 months as Tadsildar of Udipi. I have always found him energetic and hard working. He is remarkably active. At Udipi he showed great pluck in very "trying circumstances, keeping the place quiet by sheer force of character."

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19. As your Honor may not be aware of the circumstances under which my transfer to Mangalore took place, while one of Mr. Abreo's objects seems to be to procure my removal from Mangalore on the ground that I possess lands here, I, with due deference beg to bring the following to your Honor's notice, from which it will be seen that my transfer and retention on a higher pay than the Tahsil then carried, was in the way of special recognition of merit, and that the authorities have had full knowledge of the fact of my ownership of the lands in this Taluk which has not been allowed to come in my way:—and though I have served in this Taluk for more than 11 years, even the most malignant accuser of mine cannot say a word that I took improper advantage of my position as a Tahsildar in regard to the lands I own.

20. After having served as Tahsildar of Udipi for no less than 12 years I felt the need of providing for the education of my growing children, and therefore I prayed for the Mangalore appointment at the hands of Mr. Comyn, the then Collector, offering to be content with Rs. 200 which was the pay of the post while I was then drawing Rs. 225 at Udipi. I was promised the transfer desired, but as the notorious troubles at Udipi were going on still, I was told to wait a while. In the meantime, Mr. Comyn thus wrote to the Chief Secretary to Government in his letter dated the 18th March 1880.

Extract from a letter addressed by W. H. Comyn Esq., District Magistrate of S. Canara, to the Chief Secretary to Government, dated 18th March 1880.

* * * * * *

"30. "Sometime ago the Tahsildar, N. Brito, requested me, on account of "certain domestic reasons, to transfer him to Mangalore Taluk on reduced pay, "and recently he has renewed this request, partly for the same reason and partly "because he is weary of the constant and unmerited abuse and vituperation which "have been heaped upon him in this matter. I should be glad to do anything in "my power to meet the wishes of a thoroughly deserving officer, but I have told "him that his transfer at this juncture is out of the question, and that he must stay "and weather out the storm."

"31. "His removal at the present time would be popularly ascribed to the "agitation which has been set on foot against him, and would be regarded as a signal "triumph by the party interested in his downfall. It would also strike a blow at "the influence of his successor, whose position in the Taluk would thus be rendered "extremely difficult, and who, unless he were a man of exceptionally independent "spirit, would soon degenerate into a mere puppet in the hands of the Brahminical "party, in which case, it is needless to mark, there would be an end to all good "administration."

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21. Mr. Comyn, however, fell ill and left the District, but his successor, Mr. Sturrock kindly displayed an equal interest in my welfare and wrote to the Board on the 23rd April 1881 (No. 811) as follows:—

* * * * * *

Para 2. "Mr. Nicholas Brito having done more than 13 years good work in "the Udipi Taluk, about one year and 3 months as Sub-Magistrate, and 12 years "and 5 months as Tahsildar, is now desirous of having a change to Mangalore, "which, as already reported, has lately fallen vacant. Under the present classifica- "tion of the Taluks this would involve a reduction of pay, which seems hard when "it is considered that Mr. Brito's service as Tahsildar has been marked by more "than usual energy* and ability, and as recent "statistics† as well as the correspondence with Mr. "Pelly, seem to show that there is no particular "reason why Udipi rather than Mangalore should be placed in the higher grade of the "Taluks, the difficulty would be met by making Mangalore a Second Class Taluk "and reducing Udipi to the 3rd Class in which Mangalore is now placed."

* Vide G. O. 9th April 1880, No. 882 Judicial Department.

† Appendix A.

* * * * * *

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22. Accordingly the Board and the Government approved of my transfer to Mangalore, and conceded the salary of Rs. 225 for me as a personal favour. I took charge of my Mangalore office in June 1881. In 1883 the Government (Order No. 917 dated 27th July 1883) ordered the restoration of the original classification whereby the Mangalore Tahsildar was given only Rs. 200 a month, and the Udipi Officer Rs. 225. Upon this Mr. Sturrock in his letter dated 25th August 1883 No. 2191 again addressed the Board as follows:—

* * * * * *

6. "If, however, the Government do not agree with me that a permanent "revision is called for, I have the honor respectfully to ask that the elevation of the "Mangalore Taluk to the Second Class, sanctioned in G. O. dated 28th May 1881, "No. 847, may not be disturbed during Mr. Brito's service as Tahsildar. He has "settled down in Mangalore, superintending the education of his children, which is "the object for which he desired the change from Udipi solicited in my letter, "recorded with the G. O. above quoted, and he would now rather remain in "Mangalore on Rs. 200 than go to Kasargod on Rs. 225. Had the Government "told him in 1881 that if his transfer was sanctioned, he would have to go on "reduced pay, he would have had no just cause for complaint; but I submit that it "would be very hard on him now to reverse the order then passed with the effect "of either reducing his pay or sending him to a less agreeable station, and what is "generally considered a less important post than those he has continuously held "since 1868."

---

23. But though the Board objected, His Excellency Sir Monstuart E. Grant Duff, the then Governor of Madras when then on tour in this District, on the personal representation of Mr. Sturrock, was graciously pleased to direct me to continue to be in this Taluk on Rs. 225 (vide G. O. No. 138 of 12th November 1883).

24. As to my lands, Mr. Sturrock it was who ordered the transfer to my name of the Wargs and Kudtalas of the Ulaibettu and Kandavar lands in 1882. That of my house and garden was by Mr. Ananthaya, the then Dy. Collector in

charge of this Taluk, in 1889. The fact of my ownership of the Kannur lands has been twice brought prominently to the notice of the Collector, once when Mr. Sturrock directed me to supply certain omissions in my returns (order No. 5085 of 4th July 1885) and again before your Honor in connection with the enquiry due into the debt due by my brothers to the late Konde Puttama's estate.

25. I conclude feeling confident that the malignant vituperations of a disappointed man like Mr. Abreo become perfectly reckless on account of loss of position and on the brink of insolvency, will be delt with as they deserve at your Honor's just hands.

26. I have been in the public service from my 18th year, and have up to this day borne the highest character as repeatedly testified to by every superior under whom I have had the honor to serve, as would appear from the printed collection* of my testimonials which I take the liberty to submit herewith, and now in my 55th year of age and 35th of my service, Mr. Abreo has insinuated that I am a blot upon the service and alleging that I have "lately" acquired properties in this Taluk appeals for proof to transactions which took place not later than 1884, about which he is still "getting information and collecting evidence", though intimately acquainted with my whole life from his infancy.

*Exhibit V.

27. I most humbly pray your Honor to pardon me when so greatly aggrieved, for going beyond the limits prescribed in your Honor's orders, for reasons which will readily suggest themselves and which will be my justification.

28. I was ordered to file this explanation by the 10th; but the amount of time involved in getting together the materials and my official duties have necessitated my taking up a day more. With the assurance that your Honor will kindly overlook the delay,

I beg respectfully to remain,

Honored Sir,

Your most obedient Servant,

N. BRITO,

Tahsildar of Mangalore.

Mangalore 15th May 1893

To

G. F. Power Esquire
Acting Collector
South Canara

Honoured Sir,

Your Honour was pleased to issue an endorsement dated the 4th instant, on my application for copies of depositions in the proceedings taken against me at the instance of M.C. S. M. Abee, that these could not be granted

2. I most respectfully beg Your Honour to reconsider the said order in view of the following facts which place me in a position, in which it is of the utmost importance for me to possess the said copies.

3. During my long service of 25 years, 25½ years out of which I was a Tahsildar, I have had the misfortune to create numerous enemies, whose private interests clashed with my official duties and whom the pleasure and firmly expressed throughout my career by my superiors at my legal and energetic work, filled with envy and jealousy.

4. Once before in 1880 w[illegible] I was Tahshildar

of Udipi — a well-known hotbed of intrigues — my prompt and impartial action during a grave crisis, earned for me the hatred of the Swamies of the Matts and their partisans who left nothing untried — even going up to Government — to work my ruin. The records of that case will convince Your Honour what an outcry was made against me, and how completely my Conduct was vindicated to the entire satisfaction of the Collector and Government. It was as a reward especially for this service, that I was transferred to Mangalore on a Salary of Rupees 225 though the Tahsil carried a pay of only Rupees 200 previously.

5. The enmities then incurred have only slumbered and recently when Mr Abreo induced himself to believe that he was aggrieved by me, my detractors have made common cause and seek to revive the old calumnies and set up new ones.

6. Mr Abreo himself is a disappointed and reckless man who has lost his position official as well as social. From Collectors Office Manoki he became Dy. Tahasildar in 1879 and never rose higher, his record being so discreditable that at last in 1890 he was degraded to his present post of Head Clerk of the Head Assistant to Collector's office. To add to his fall he about the same time became hopelessly involved pecuniarily.

7. Without any justification whatever Mr Abreo ascribes his official degradation to me as he was then my subordinate. To this has been superadded the bitterness arising from the side issues in the case of assault prosecuted about this time last year by his daughter and son-in-law, Mr F. J. Mascarenhas, Pleader. It then transpired that Mr Mascarenhas had something to say to a so-called deposition of mine which had been fabricated to induce one of my brothers to give evidence in support of the statements contained therein, and it also fell to my lot at the time to report under Collector's orders, upon Mr Mascarenhas unfilial treatment of his mother.

8. Almost immediately after this, I had to investigate Complaints made against Mr Abreo for constructing a groyne against rocks near his lands at Tokur.

9. It was, then that Mr Abreo, who has been intimately acquainted with my whole life from his infancy, claimed to have found out that I was an unworthy public servant, and came forward with many petitions to that effect.

10. The allegations made in these petitions though rambling and vague, and Mr Abreo was unable to be precise, when called upon, were met by me in an exhaustive explanation to be found in the record of the proceedings.

It was then that your Honour's predecessor
me to the conclusion that further inquiry
s not only unnecessary but would prove
schievous.

I may here mention that Mr. Brodie was
ersonally cognizant of many facts bearing
pon Mr. Abreo's character and his relations
wards me. It was during his time that
r. Abreo was degraded, the Manaarenhas case
as tried, and the groyne affair inquired into.
r. Brodie was also aware of the social com-
lications resulting from the Manaarenhas
ase, as well as a number of other matters
oncerning our community which for the
ast few years have had for their consequence
he existance of numerous factions cherish-
ing the greatest vindictiveness towards
ach other, regardless of ties of blood or other-
wise. In this state of things any number of
witnesses could be secured with the great-
est ease to swear to anything.

17. It was for this reason that Mr. Abreo
who was given to understand that Mr.
Brodie's departure was expected tried as
much as he could to postpone the inquiry
for this purpose naming witnesses living
at considerable distances such as in
Tinnevelly etc, though he could not state
what they were wanted for.

18. Foiled in these plans, Mr. Abreo and his
Son-in-law pleader Mr. F. J. Masearenhes,

have since set up a mere hanger on of the
(Hunham made Beary) to lend his name to
-grams and petetions to the Board and
Government regarding the question of my
Kunnur land, of the bona-fide transaction
in relation to which Mr. Brodie was perfe
Satisfied. And though I have since remed
the legal defect in my title to the land wh
had been obtained by me for good and val
Consideration, by now obtaining a duly re-
gistered conveyance therefor, this fact ha
only added bitterness to their rancour.

19. Mr. Abreo's power for mischief has be
vastly increased by such circumstances as
above set forth, while his hold on my old
enemies of Udipi is strengthened by his
influence as Head Clerk of the office in
charge of that division.

20. It behoves me therefore, to be watchful
and to be prepared not only to meet the
devices of my antagonists and to disabuse
the minds of my superiors and the public,
but also to vindicate my character in such
ways as may be advisable, and I submit
most earnestly, therefore, that I should
have at hand the copies of all the depositions
as well as of the judgement which Your
Honour's Predecessor promised separately
to record. A perusual of them by Your Honour
will, I am sure, be [illegible]s, vouto show

at there could be no objection to my praybeing granted.

With all respect, I beg to remain
Honoured Sir
Your most obedient Servant
(Signed) N. Brito

Endorsement

Copies were refused to Mr Abreo because Mr Brodie considered that his proceedings should be treated as confidential and consequently copies might similarly be refused to Mr Brito. If however he should at any time hereafter be called on to answer any charges against him, he can have copies of any depositions or other papers relevant to the matters in question.

19th May 1893. (Signed) G. Lower
Acting Collector.

(True Copy)
N. Brito

Copy of the Plaint.

In the Court of the Subordinate Judge of South Canara.

Valuation for jurisdiction purposes Rs. 23716-1

Original Suit No. 33/1895.

Nicholas Brito, son of J. M. Brito } residing in the Town of Mangalore } Plaintiff

Versus.

Manuel S. Lobo, son of Laurence Prabhu alias Lobo } residing in the Town of Mangalore } Defendant

The plaintiff begs to State:-

That the Plaintiff has become entitled to the properties mentioned in Schedules A and B and to the documents appertaining thereto and more fully described in Schedule C, hereto annexed, under the following circumstances.

2. That the plaintiff had from time to time entrusted the Defendant — Plaintiff's wife's brother — with Plaintiff's savings for augmentation.

3. That in December 1892, in a Departmental enquiry held by the Collector of South Canara, the Defendant stated that though the documents referred to in para 1 stand in his name, the right thereof belongs to Plaintiff as they were obtained with Plaintiff's money and that Defendant had no right or interest therein.

4. That subsequently when Plaintiff demanded an account of the aforesaid monies, the Defendant made over to the Plaintiff, the documents mentioned in Schedule C and herewith produced, together with the titledeeds referred to therein, as having been obtained with Plaintiff's money in Defendant's name.

5. That thereupon the Plaintiff accepted the documents in Schedule C with the other title deeds, vouchers, etc,

nd also the possession of lands in Schedule A; but
when subsequently, under legal advice, he required the
Defendant to formally acknowledge the Plaintiff's title
to the documents and to the properties therein mentioned,
the Defendant declined to do so.

6. That under the circumstances, Plaintiff is entitled
to the declaration of his right to the documents and
to the properties therein mentioned, as without such
declaration, the Plaintiff's right is jeopardised by
reason of the documents standing in the Defendant's
name.

7. That the cause of action for this suit is
the Defendant's failure to acknowledge Plaintiff's
right and arose in May 1895.

8. Plaintiff therefore prays for judgment declaring
Plaintiff's right to the lands & buildings etc thereon,
shown in Schedule A, now in Plaintiff's possession
and held on right of purchase; and also to recover
all monies principal and interest due on the res-
ponsibilities of the properties hypothecated therefor
and mentioned in Schedule B and to the documents
standing in Defendant's name for the properties men-
tioned in Schedules A and B and entered in Schedule
C and for payment of costs of this suit by the De-
fendant and for such other relief or reliefs as the
Court may, under the circumstances of this case,
deem fit to award.

Mangalore
11th July 1895 } (Signed) N. Brito.

I, Nicholas Brito, the plaintiff above-
mentioned, do declare that what is stated in the
above plaint, is true to the best of my knowledge
information and belief.

Mangalore
11th July 1895. (Signed) N. Brito.

(True Copy) N Brito

Mangalore, 16th D... ber 1897

Schedule A

List of properties held on absolute right by purchase.

No.	Particulars of the lands. Taluk	Magane	Village	No. of Survey	Assessment Rs	As	Ps	Valuation	Remarks
1.	Mangalore	Kodiyal	Kodialbail	61	78	1	8	2490.-	(a) Hosagane, (b) Mulgeni of Rs 8.-
2	Do	Do	Do	61(a)	4	1	7		
3	Do	Do	Do	61(b)	..	..	..		
4	Do	Bail	Kandawara	30	23	7	6	2900.	

Bounderies of the aforesaid properties:-

Of properties No. 1&2. As specified in the sale deed regis
tered as No. 1012 of Book I Vol 28 pages 441 and 442 of
the District Registrar's office.

Of property No. 3. As specified in the deed of sale
registered as No. 365 of Book I Vol 16 pages 4 and 5
of the District Registrar's office.

Of property No. 4. As specified in the deed of sale
registered as No. 862 of Book I Vol 38 of the District
Registrar's office, appearing from deed of sale, registered
as No. 914 of Book I Vol 62 page 90 of the District
Registrar's office.

Mangalore
11th July 1895. } (Signed) N. Brito.

(True Copy)
N Brito

Schedule B.

List of property held on simple mortgage.

Particulars of the lands.										Valuation (Principal)			Remarks.
Taluk	Magane	Village	No. of Warg.	Assessment									
				Rs	As	Ps	Rs	As	Ps	Rs	As	Ps	
Mangalore	Kodiyal	Kodiyalbail	106	-	11	10				200	-	-	
Do	Do	Do	106	-	11	10							
Do	Do	Do	61(a)	.	.	.				600	-	-	(a) Mulgeni of Rupees 9-8-0
Do	Do	Do	61(b)	.	.	.							(b) Mulgeni of Rupees 14-15-0.
Do	Do	Attavara	Babji Porbhus warg.	2	2	1							
Do	Do	Do	Do	2	5	8				2500	-	-	
Do	Do	Do	Gorse Porbhus warg.	1	3	4							
Do	Do	Do	Babji Porbhus warg.	2	5	8							
Do	Do	Do	Gorse Porbhus warg.	1	3	4				1000	-	-	
Do	Do	Do	38	84	12	-							
Do	Do	Do	29	21	2	5				16428	4	3	

Bounderies of the aforesaid properties:-

Of property No. 1. As specified in document registered as No. 366 of 1881 in the District Registrar's office.

Of properties Nos. 2 & 3. As specified in document registered as No. 369 of 1881 in the District Registrar's office.

Of property No. 4. As specified in documents registered as No. 1093 of 1881 in the District Registrar's office.

Of property No. 5. As specified in the mortgage bond registered as No. 904 of Book I Vol 28 pages 225 & 226 in the District Registrar's office.

Of properties Nos. 6, 7, 8 and 9:- As specified in the security bond registered as No. 905 of Book I Vol 28 page 227 and the mortgage bond registered as No. 54 of Book I Vol 35 page 151 of the District Registrar's office.

Of properties Nos. 10 & 11. As specified in the mortgage bond registered as No. 1921 of 1881, appearing from the mortgage bond registered as No. 493 of Book I Vol 36 pages 462 & 463 in the District Registrar's office.

Mangalore
11th July 1895

(Signed) H. Brito.

True Copy

Mangalore, 16th December 18

Sched

List of principal documents rela-

No.	Date of document	Nature of document	Land to which: Name of village
1.	19th June 1882	Deed of Sale	Kodialbail
			Do
2	11th June 1886	Do	Kandawara
3	3rd June 1882	Mortgage Bond	Attawara
4	3rd June 1882	Security Bond	Do
			Do
5	15th January 1883	Mortgage Bond	Do
			Do
			Do
6	27th March 1883	Mortgage Bond	Do
			Do

Note. The other documents in Plain entered herein.

Kandy
11th July 1895.

(True Copy)

Kandy, 16th December 18

ule C.

ling to the rights over lands shown in Schedules A & B.

the document appertains: No. of warg	Assessment Rs	A	P	By whom executed	Remarks
61	82	3	3	Anantha Krista Rau and	
106	1	7	8	Jaki Alva.	
30	23	7	6	Thimmaju female	
Babji Prabhus warg	2	2	1	A. F. Coelho	
do	2	5	8	Martin Coelho and Jacob	
Forse Prabhus warg	1	3	4	Charles Coelho	
Babji Prabhus warg	2	5	8	Jacob Charles Coelho	
Forse Prabhus warg	1	3	4		
38	84	2	.	Anthon Francis	
29	21	2	5	Diogo Noronha	

Liff: possession being vouchers etc are not

(Signed). H. Brito.

(True Copy)
H Brito

TESTIMONIALS

AND

SERVICE REGISTER

OF

Nicholas Brito.

SERVICE REGISTER

OF

NICHOLAS BRITO

Establishment	Date of Appointment	Character of Office	Pay	Service		
				Years	Months	Days
			Rs.			
Collector of Canara	1st July 1857	Form Gumasta in the Sea Customs Department, Collector's Office	10	1	5	21
	22nd Dec. 1858	Sea Customs Gumasta, Cumbla, Bekal Taluk	10	1	1	15
Collector of South Canara	6th Feb. 1860	Huzur Treasury Gumasta	12	0	1	2
	9th March 1860	Ag. Gumastha, Head Assistant Collector's Office	20	0	0	29
	7th April 1860	Huzur Treasury Gumasta	12	0	1	24
	1st June 1860	Do. Ag. English Clerk	20	0	1	6
	7th July 1860	Do. do. Accountant	15	0	5	25
	1st Jan. 1861	Do. do. Clerk	20	0	9	0
	1st Oct. 1861	Do. Ag. 6th English Clerk	25	0	0	25
	26th Oct. 1861	Do. English Clerk	20	0	11	6
	1st Oct. 1862	Do. 6th English Clerk	25	0	6	0
	1st April 1863	Do. Ag. 5th do.	30	0	1	0
	1st May 1863	Do. Ag. Vernacular Head Clerk	65	0	1	18

Establishment	Date of Appointment	Character of Office	Pay	Service		
				Years	Months	Days
			Rs.			
Collector of South Canara	19th June 1863	Huzur 5th English Clerk	30	0	11	13
	1st June 1864	Do. Ag. 4th do.	35	0	0	4
	5th June 1864	Do. 5th do.	30	0	5	15
	20th Nov. 64	Do. Ag. 3rd do.	45	1	2	11
	1st Feb. 1866	Do. Ag. 2nd Engl. Clerk.	50	0	8	0
	1st Oct. 1866	Do. 2nd do.	50	0	9	26
	27th July 1867	Deputy Tahsildar & Sub-Magistrate of Karkal, Udipi Taluk	70	1	3	4
	31st Oct. 1868	Ag. Tahsildar of Mangalore	200	0	1	1
	1st Dec. 1868	Tahsildar of Udipi	225	12	6	0
	1st June 1881	Tahsildar of Mangalore	225	—	—	—

TESTIMONIALS

OF

Nicholas Brito.

Extracts from the Service Register.

Nicholas Brito, an English Clerk, I have known for a year and a half. Finding him a very useful and well behaved man, I promoted him on two occasions, and had I stayed in the District, would have taken an early opportunity to advance him still more. I hope he may continue to be diligent in the discharge of his duties, and merit the approbation of his superiors.

Mangalore,
30th April 1863.

(Signed) ***A. P. Hodgson,***
Acting Collector.

An able and hard working man. A very good translator, and has a good and accurate knowledge of English. Should most certainly be employed as a Sub-Magistrate or Sheristedar in some place *away* from Mangalore, and will then after a few years' experience, make a good Tahsildar.

27th March 1865.

(Signed) ***G. Lee Morris,***
Collector.

A useful, obliging and hard working servant, and has an excellent knowledge of English; was appointed by me as Sub-Magistrate of Beltangadi, but resigned the appointment; has strong Mangalore predilections.

Ootacamund,
7th June 1867.

(Signed) ***W. M. Cadell,***
Collector.

I have been much pleased with this man's conduct during the time I have had charge of this District. He is very active and painstaking. Knows English well and bears a high character for honesty. He will do well in a higher post than that he now holds, and with experience will make a very good Tahsildar.

Mangalore,
22nd May 1867.

(Signed) ***W. S. Whiteside,***
Ag. Collector.

Good abilities, extraordinary energies, wanting judgment, too sanguine disposition.

16. 7. 69.

(Signed) ***H. S. Thomas,***
Ag. Collector.

A very intelligent, an untiringly energetic, and I believe an upright, Tahsildar. He has had charge of the most difficult Tahsil in the District and has given me thorough satisfaction. He is a trifle oversanguine, but it is a good fault.

19. 4. 70.

(Signed) ***H. S. Thomas,***
Collector.

A very good Tahsildar. Has a difficult Taluk and manages it well. Has given me great satisfaction.

2. 3. 72.

(Signed) ***A. Mc. C. Webster,***
Ag. Collector.

Have been exceedingly pleased with him as Tahsildar of Udipi. Were his mind only as well ballasted as it is active, he would be almost all that can be desired in a Tahsildar. Experience will doubtless improve him in this respect.

Mangalore,
20. 8. 72.

(Signed) ***J. Sturrock,***
Hd. Assist. Collector.

Is a clever intelligent man, and a very superior officer. He has worked very hard and has his difficult Taluk in first rate order.

14. 12. 72.

(Signed) ***Lewis Mc'Iver,***
Ag. Hd. Asst. Collector.

Subsequent experience confirms my remarks of 1869 and 1870.

16. 9. 74.

(Signed) ***H. S. Thomas,***
Collector.

Nicholas Brito is one of the best Tahsildars I have ever met. In a difficult Taluk with a kasbah, the hot-bed of factions and intrigues, he manages, by "holding fast his integrity", to get on admirably. His energy and activity are most commendable—if a thing has to be done, he does it.

(Signed) ***Edwd. Gibson,***
February 4th, 1876. *Ag. Hd. Asst. Collector.*

The best Tahsildar in the District. Would make an excellent General Duty Deputy Collector.

(Signed) ***A. Mc. C. Webster,***
4. 12. 76. *Collector.*

I have the highest opinion of Nicholas Brito. He is honest, active, upright, of sound judgment, hard working, and possesses in a marked degree, the power of swaying those under him.

(Signed) ***G. Stokes,***
28. 4. 77. *Ag. Hd. Assist. Collector.*

A man of exceptional energy who can be trusted to carry out well anything which is given him to do—a first rate Tahsildar.

(Signed) ***J. Sturrock,***
20. 6. 87. *Collector.*

Certificates and Testimonials.

Brito,

You have done *very* well in the matter of the suspicious character, and I am much obliged to you.

Yours faithfully

17. 11. 69.
Dharmastala. (Signed) ***H. S. Thomas,***
(District Magistrate.)

To

N. Brito,
Tahsildar of Udipi.

To

The Tahsildar,
Udipi.

Dear Sir,

Having completed my work at Udiawara, I take this opportunity, before leaving, of thanking you for the attention and assistance, which through your kindness, I have received from the village authorities here during my stay.

Yours faithfully,
(Signed) ***Wm. Williams,***
Asst. Supt., Govt. Telegraphs.

Camp Udiawara,
7th December 1869.

Before leaving the district, I have much pleasure in acknowledging the assistance I have received, in carrying out my official duties, from time to time, for the last 18 months, from the Tahsildar of Udipi.

I am much indebted to Mr. Brito for the zealous and willing manner in which he has always co-operated with me, and essentially aided me in the furtherance of the various Telegraph works on which I have been engaged.

I shall be glad if this serves in any way to bring Mr. Brito's energy and civility to notice.

(Signed) ***Wm. Williams,***
Asst. Supt., Govt. Telegraphs.

Mangalore, 9th April 1870.

Mangalore, 11th November 1871.

Dear Brito,

* * * * * * *

I take this opportunity of saying good bye to you. I hope you will go on, as you have been going, working well and keeping your heavy Taluk well in hand. I have been very well pleased with all your work since I have had charge, and I feel no doubt that you have but to persevere in your present course to ensure success and promotion.

The sub-division is very lucky in getting an officer of much greater experience than mine as Head Assistant. You must strive to show him how well we can work here, and to give him the useful assistance which Mr. Sturrock and I have experienced at your hands.

I shall be glad to hear from you at any time.

Very truly yours

(Signed) ***Lewis Mc'Iver.***
(*Ag. Hd. Asst. Magistrate.*)

Mr. Nicholas Brito, now Tahsildar of Mangalore, has been under me for about 18 months as Tahsildar of Udipi. I have always found him energetic and hard working. He is remarkably active. At Udipi he showed great pluck in very trying circumstances, keeping the place quiet by sheer force of character.

Mangalore,
7. 3. 83.

(Signed) ***Herbert Bradley,***
Asst. Collector.

I was glad to find, on returning to South Canara, after nearly two years' absence, that Mr. Brito who had, during my absence, been transferred at his own request from Udipi to Mangalore, had already secured for himself at the latter place the respect which he had by his firmness and decision, extorted from the turbulent Brahmin population of Udipi.

If service of uninterrupted merit in the lower grades be taken as qualifying an officer for posts of superior emoluments and higher trust, I know of no one who has a greater claim to promotion than Mr. Brito, and should with great pleasure find his name among the lists of Deputy Collectors.

His merits are so well known that I will not expatiate upon his many other good qualities.

Mangalore,
30th April 1883.

(Signed) ***E. E. Spencer,***
Head Asst. Collector.

I have known Mr. N. Brito, Tahsildar of Mangalore, for the last six months both as Collector and as Judge, and have had every reason to be satisfied with his energy and ability, which

have also been recognized by so many other officials during his past career.

(Signed) ***A. T. Arundel,***
Ag. District Judge.

Mangalore,
28th July 1885.

Camp Moodbidri, 11th October 1885.

It gives me very great pleasure to be able to certify that Mr. Nicholas Brito, Tahsildar of Mangalore, has given me every assistance; he supplied me on the 8th instant with 75 carts which I required for the Regiment under my command for their march to Belgaum (to proceed as far as Shimoga). No native official could have made better arrangements than he did at the river at Goorpoor; by them I was enabled to get the 7 Companies across the river in a very short time. At Moodbidri, he had a temporary bridge of planks erected across a small stream near the camp by which the men were able to get across without removing their boots etc., and thus, much time was saved at the end of that march. As his district now comes to an end he now takes leave of me, and I am very sorry to lose his valuable assistance, and I now wish him every good luck in the future.

(Signed) ***S. Grant,*** *Colonel,*
Commandant, 33rd Regiment, M. I.

Camp Moodbidri, 11th October 1885.

At Mr. Nicholas Brito's (Tahsildar of Mangalore) request, I have much pleasure in certifying hereby that he has rendered me every assistance possible on the march from Mangalore to this camp. The camp grounds were kept in very good order and

also the fords on the road. I am sure that no native official could have made better arrangements about supplies and coolies etc. etc., and in short, he has neglected no opportunity or pains in making this march in every way as easy and pleasant in all respects, and I am sorry, as Quarter Master of the Regiment, that he does not accompany us all the way to Belgaum. Mr. Brito is already in possession of a certificate from the Commandant, which will say more for him than I have done herein.

(Signed) ***A. Ffrench,*** *Lieut.*
Quarter Master, 33rd Regiment, M. I.

Mr. Nicholas Brito, Tahsildar of Mangalore, has gone out of his way to make the march of my small army as pleasant as possible. He has procured for us good bullocks and carts at a very reasonable rate. Thanks to him, the rivers have been crossed without any delay and the men have been well supplied with everything necessary. His personal kindness and courtesy to myself, now, as on all occasions when at Mangalore I have had dealings with him, I shall always remember.

In bidding him farewell at the end of his district I wish him good luck and high promotion.

(Signed) ***H. I. King,*** *Lieut.*
33rd Regiment, M. I.

Extracts from Official Reports,

List of persons recommended for the Post of

Name of the party recommended	Age	Service			Qualifications
	Years	Years	M.	D.	
* * *	*	*			* * *
Mr. N. Brito	34	15	0	0	Tahsildar and Sub-Magistrate's Test. Extract from Service Register enclosed.
* * *	*	*			* * *

Mangalore, 11th July 1875.

Orders and Papers.

Deputy Collector in the District of South Canara.

Appointments held	REMARKS
* * *	* * * * *
Vernacular and English Clerk in the Huzur on salaries ranging from Rs. 10 to 50. Dy. Tahsildar and Sub-Magistrate of Karkal Rs. 70. Ag. Tahsildar of Mangalore Rs. 200. Tahsildar of Udipi Rs. 225.	A man of great zeal, energy, force of character, bodily activity and mental ability. Well fitted to rule. Such marked energy is, as might be expected, not unaccompanied by a somewhat sanguine disposition, but it is not excessive. He is thoroughly master of a difficult Taluk and has it well in hand and in good order.
* * *	* * *

(Signed) *H. S. Thomas,*
Collector.

Extract from the Proceedings of the Board of Revenue, dated 14th May 1869, No. 3290.

Read the following letter from H. S. Thomas Esq., Acting Collector of South Canara, dated Mangalore, 15th April 1869, No. 410.

1. I have the honor to report, for the approval of the Board, the following arrangements which I have been obliged to make in consequence of the death of the Uppinangadi Tahsildar, ... on the 12th ultimo.

* * * * *

3. I take this opportunity also to report that the services of ..... not being available for employment in this district, I have also been under the necessity of confirming the temporary arrangements reported in my letter of the 30th November 1868, No. 1148, and approved of in the Board's Proceedings, dated 21st December 1868, No. 8944. Both Manjeshwar Ramappaya, the Ag. Huzoor Sheristadar, and Nicholas Brito, the Acting Tahsildar of Udipi, have since shown themselves fully competent to discharge, with satisfaction, the duties of their respective posts, and I trust, therefore, that the Board will be pleased to sanction their confirmation.

* * * * *

5. Nicholas Brito has served in the Revenue Department for about 12 years, and has passed the Special Test prescribed for the post of Tahsildar. Though he was appointed a Deputy Tahsildar only in July 1867, he appears to have priviously discharged the duties of Vernacular Head Clerk in the Huzoor for about 3 years. He has superior abilities and unusual energy, and is a good English scholar. I know nothing against his character.

* * * * *

The nominations herein reported by the Acting Collector of South Canara are approved and confirmed.

* * * * *

(A true copy and extract.)
(Signed) ***J. Grose,***
Sub. Secretary.

Proceedings of the District Magistrate of South Canara, dated the 30th July 1879.

* * * * *

Order.

1. The first of the papers above recorded is an application to withdraw from the file of the Second Class Magistrate of Udipi Taluk (N. Brito) a case of unlawful assembly etc., in which the petitioners among others have been charged by the Police.

* * * * *

3. The grounds on which the present application is based, are substantially the same as those urged before the Divisional Magistrate, viz. (1) that as the Taluk Magistrate Mr. N. Brito bears personal ill-will towards one of the petitioners and favors the cause of their opponent in the dispute which gave rise to the alleged unlawful assembly, they are not likely to have a fair trial at his hands, and (2) that the Taluk Magistrate having been present at the time of the assembly is required as a witness for the defence.

4. As regards the first of these grounds, it has not been shewn that the Taluk Magistrate bears ill-will towards any of the petitioners, nor is there any reason to suppose that he is biassed one way or the other as regards the dispute in question. It is, of course, possible that, in his official position as Magistrate

and Tahsildar of the Taluk, he may have rendered himself obnoxious to the petitioners, who are men of great local influence, and the Swamies of various Matts in the town of Udipi; but the District Magistrate, far from believing that the Taluk Magistrate is actuated by any feelings of ill-will towards them, has full confidence in his impartiality.

5. With reference to the second ground alleged, it is sufficient to observe that the Taluk Magistrate having been present in his capacity as custodian of the public peace, at the alleged unlawful assembly, is probably the best judge of the facts, and there does not therefore seem to be any sufficient reason for withdrawing the case on the grounds relied on by the petitioners.

* * * * *

(Signed) ***W. H. Comyn,***
District Magistrate.

Extract from the Grave Crime Report submitted by E. E. Spencer Esq., the Head Assistant Magistrate, to the District Magistrate of South Canara, dated—1880.

* * * * *

Para. —. With the exception of Yusuf Khan, late Sheristadar Sub-Magistrate of Udipi, I had no fault to find with the Subordinate Magistracy. The firmness of N. Brito, Taluk Magistrate of Udipi, in dealing with the turbulent priests of that place, is deserving of peculiar commendation. As, however, I have pointed out this matter elsewhere, no detailed statement of the facts is here necessary.

* * * * *

(Signed) ***E. E. Spencer,***
Head Asst. Magistrate.

Extract from a letter adressed by E. E. Spencer Esq., Acting Head Assistant Magistrate to the District Magistrate of South Canara, dated—January 1880.

* * * * *

Para. 28. I cannot close this communication without bringing to your notice the rare mixture of firmness and tact with which the Tahsildar of Udipi, N. Brito, has brought this matter (*i.e.* Udipi Temple dispute) to a quiet conclusion, where either intemperate zeal or the slightest sign of timidity might have brought about a good deal of trouble. The Udipi priests are naturally embittered against an official who fearlessly teaches them to respect the law—a lesson it is high time they learnt and laid to heart.

(Signed) ***E. E. Spencer,***
Ag. Hd. Asst. Magistrate.

Extract from a letter addressed by W. H. Comyn Esq., District Magistrate of South Canara, to the Chief Secretary to Government, dated 18th March 1880.

* * * * *

28. The outcry against the Tahsildar and clamour for his removal is to be found in many of the petitions, etc., which have been addressed to Government and myself in connection with this temple dispute. The Government will naturally wish to know the reason of this. Owing to the presence of the temple and Matts at Udipi, and to its large resident and fluctuating Brahmin population, the local Brahminical influence is very strong, and the place has, in this small Canara world, always been noted for its intrigues. To ensure good administration it is necessary that the Tahsildar and Taluk Magistrate should not only not be a Brahmin, but should be a man who would be independent of the prevailing Brahminical influence. Such a man

is the present Tahsildar, N. Brito (a Roman Catholic), who has held the post for a number of years, and has always been considered to be the right man in the right place. He is a man of strict views and of remarkable energy and independence of character. Respected as he is by all classes in his Taluk generally, he has never been popular with the Brahmins of Udipi and the adherents of the Matts in the different villages, who would rather have a man more easy going and more in sympathy with themselves and their religion at the head of local affairs. Evidences of his unpopularity with this class had not been wanting, but it was only after the commencement of the present dispute, which has split up the party into two factions, that the feeling of antipathy against him has manifested itself in downright hostility. The majority, consisting of the seven Matts, wanted the Tahsildar to take their side and to throw his influence into the scale to prevent the Puttige Swámi, whom they had excommunicated, from succeeding to the management of the temple as soon as his turn should come. The Tahsildar held aloof, and remained, as he was bound to do, perfectly neutral, and hence the false cry got up by the majority that he had espoused the Puttige Swámi's cause, and was bent upon securing his succession to the temple management.

29. Exasperated at finding that, notwithstanding all their efforts and expenditure of large sums of money, they failed in their object, and their opponent's succession became an accomplished fact, they continued with redoubled energy the agitation they had commenced before with myself and with the higher authorities, one of the chief objects of which was the Tahsildar's dismissal or removal to another Taluk. So it was with the Police Inspector, a Billawar by caste, who had always kept aloof from their influence, and to whose exertion in part they have, without any semblance of truth, attributed the success of their adversary. They are embittered against Mr. Spencer, the Divisional Magistrate, because, when it became necessary to bind them over to

keep the peace and they did not obey his summons, he issued warrants for their arrest, and because he did not use his authority, as they wished, for the exclusion of the Puttige Swámi from the temple. Hence the attacks recently made upon this officer in common with the others.

30. Some time ago the Tahsildar, N. Brito, requested me, on account of certain domestic reasons, to transfer him to Mangalore Taluk on reduced pay, and recently he has renewed this request, partly for the same reason and partly because he is weary of the constant and unmerited abuse and vituperation which have been heaped upon him in this matter. I should be glad to do anything in my power to meet the wishes of a thoroughly deserving officer, but I have told him that his transfer at this juncture is out of the question, and that he must stay and weather out the storm.

31. His removal at the present time would be popularly ascribed to the agitation which has been set on foot against him, and would be regarded as a signal triumph by the party interested in his downfall. It would also strike a blow at the influence of his successor, whose position in the Taluk would thus be rendered extremely difficult, and who, unless he were a man of exceptionally independent spirit, would soon degenerate into a mere puppet in the hands of the Brahminical party, in which case, it is needless to mark, there would be an end to all good administration.

* * *

GOVERNMENT ORDER THEREON, 9th April 1880, No. 822.

Recorded with the remark that the report is quite satisfactory, and that the Government are pleased to note the terms in which the District Magistrate speaks of the Tahsildar, Mr. Brito, and of the conduct of the Police on this delicate and difficult occasion.

(True extract.)

(Signed) *R. Davidson,*
Chief Secretary.

Extract from a letter addressed by J. Sturrock Esq., Acting Collector of South Canara, to E. Gibson Esq., Acting Secretary to the Board of Revenue, dated 23rd April 1881, No. 811.

* * * * *

Para. 2. Mr. Nicholas Brito having done more than thirteen years' good work in the Udipi Taluk, about one year and three months as Sub-Magistrate, and twelve years and five months as Tahsildar, is now desirous of having a change to Mangalore, which, as already reported, has lately fallen vacant. Under the present classification of the Taluks this would involve a reduction of pay, which seems hard when it is considered that Mr. Brito's service as Tahsildar has been marked by more than usual energy* and ability, and as recent statistics† as well as the correspondence with Mr. Pelly, seem to show that there is no particular reason why Udipi rather than Mangalore should be placed in the higher grade of Taluks, the difficulty would be met by making Mangalore a second class Taluk and reducing Udipi to the third class in which Mangalore is now placed.

* *Vide* G. O., 9th April 1880, No. 882. Judicial Department.

† Appendix A.

* * * * *

(Signed) ***J. Sturrock,***
Ag. Collector.

Extract from a letter addressed by J. Sturrock Esq., Acting District Magistrate of South Canara, to J. W. Best Esq., Session Judge of South Canara, dated 25th June 1881, No. 1329.

* * * * *

Para 2.

* * * * *

.....From my knowledge of Mr. Brito during the four years he served under me, and from all that I have heard of him since, I should think that want of interest in his work is the last offence of which he is likely to be guilty, and under any circumstances it is, I submit, hardly probable that he would have so conscientiously realized his shortcoming in this respect as to have felt himself bound to admit it in open Court.

3. If you agree with me even so far as to consider that the construction I put upon the words, is compatible with the circumstances of the cross-examination, I think it is only due to an officer of Mr. Brito's standing that it should be accepted, in which case it would not be necessary to communicate to him more than the first two sentences of para. 17 of the judgment.

I have the honor, etc.

(Signed) ***J. Sturrock,***
Ag. District Magistrate.

Extract from the letter addressed by J. Sturrock Esq., Collector of South Canara, to the Secretary to the Board of Revenue, dated Mangalore, 25th August 1883, No. 2191.

* * * * *

6. If, however, the Government do not agree with me that a permanent revision is called for, I have the honor respectfully to ask that the elevation of the Mangalore Taluk to the second class, sanctioned in G. O., dated 28th May 1881, No. 847, may not be disturbed during Mr. Brito's service as Tahsildar. He has settled down in Mangalore, superintending the education of his children, which is the object for which he desired the change from Udipi solicited in my letter, recorded with the Government

Order above quoted, and he would now rather remain in Mangalore on Rs. 200 than go to Kásaragod on Rs. 225. Had the Government told him in 1881 that if his transfer was sanctioned, he would have to go on reduced pay, he would have had no just cause for complaint; but I submit that it would be very hard on him now to reverse the order then passed with the effect of either reducing his pay or sending him to a less agreeable station, and what is generally considered a less important post than those he has continuously held since 1868.

* * * * *

(Signed) ***J. Sturrock,***
Collector.

Extract from the Minute by His Excellency M. E. Grant Duff, the late Governor of Madras, dated 5th November 1884, Part II.; Communicated with G. O., dated 5th November 1884, No. 2372, Public.

* * * * *

Para 529. After receiving and replying to the above mentioned addresses, I inspected a very instructive exhibition of the products of the district, very much the best I have seen in the Presidency, that got together at Cuddapah ranking second. The credit for this one was mainly due to Mr. Brito, the Tahsildar of Mangalore, who by the way, like four out of five of the Tahsildars in this district, is a Native Catholic.

* * * * *

(Signed) ***M. E. Grant Duff.***

Extract from the Proceedings of the Board of Revenue, dated the 26th January 1885, No. 245.

Read the following letter from J. Sturrock Esq., Collector of South Canara, to the Secretary to the Board of Revenue, dated Mangalore, 31st December 1884, No. 2875.

1. In my letter, dated 21st March last, No. 673, I reported that *Sorghum Saccharatum* and *Amber Sugarcane* would both grow well in the District, and that if satisfactory experiments could be made in producing jaggery, I had little doubt that the ryots would soon take to its cultivation.

2. I have now the honor to enclose a report submitted by Mr. Brito, Tahsildar of Mangalore, giving an account of the experiments made this year.

* * * * *

Resolution—dated 26th January 1885, No. 245.

Submitted for the information of Government.

2. The Board are indebted to Mr. Brito for the pains he has taken in making this experiment, the result of which is conclusive as regards the inability of country methods to extract a marketable sugar from the plant.

* * * * *

(Signed) ***C. F. Maccartie,***
Ag. Sub. Secretary.

Mangalore, 16th December 1897

BOARD OF REVENUE,
MADRAS.

Enclosure 3

In a letter from the Collector of South Canara
to the Secretary to the Commissioners of Land
Revenue, Madras, dated 24th February 1898.
No. 82 Ten. 798.

ion of Mr. N. Brito, dated
ecember 1897, with me-
a.

reduced and with

Mangalore, 16th December 1897

To

A. F. Pinhey Esquire
Acting Collector of
South Canara

Honored Sir,

In continuation of my petition, put in by me before your predecessor the Honorable Mr. F. A. Nicholson, dated 29th October last, I beg leave to produce herewith the file of papers appertaining to O. S. No 33/95 on the file of the Sub Court therein alluded to, translated and printed by and under the authority of the High Court of Judicature at Madras, in connection with appeal Suit No 134/9 filed in connection therewith

2 The said file of printed papers are marked A. B and C, of which A and B relate to the documents and evidence produced and adduced before the Subjudge on my behalf as plaintiff, and C to the documents and evidence produced on behalf of the defendant — my bro-in-law Mr. Manuel S. Lobo.

3 I beg to be excused for the liberty I take in adding the following few paras with the view of exonerating myself from the blame attached to me by the Subjudge in his judgment, and to show that the conclusions arrived at by him are not consistent with the evidence adduced and with the gene-

merits of the case.

4. In para 4 of his judgment the Subjudge says that "neither plaintiff nor defendant is in "actual possession, the tenants most of whom hold "on mulgeni rights being in possession." This may tend to create a belief that the suit I had filed for a declaration was for one land only held on mulgeni tenure by the tenants. This view is opposed to my plaint and to the Schedules appended thereto. In Schedule A I had entered two lands, one of which - Bejai land alone - consisting Nos 1 to 3 in Schedule A is proved to be held on mulgeni by the tenants, while - land No 4 shown in that Schedule and which is a bit of hill land, situated in a different village, is leased on chalgeni tenure. Schedule B shows the lands Nos 1 to 11 held on simple mortgage only, the possession of which could only be proved by production of the mortgage bonds which I had actually produced with my plaint in proof thereof - vide Schedule C appended to the plaint. Thus your Honor will observe that the remarks of the Subjudge quoted above are applicable only to the Bejai land Nos 1 to 3 in Schedule A.

In the same para (4) the Subjudge says that "till the date of the Departmental enquiry by the Collector, all the tenants were paying the rent of the lands to plaintiff's manager on his producing receipts signed by the defendant." The lands referred to comprise the Bejai land only

V. K.

Nos 1 to 3 in Schedule A. Here I would refer your Honor to the evidence of the defendant himself who was examined as my second witness. In his deposition he says that "the rent of Bejai property I have "collected for some - one year in the beginning. "The plaintiff had carried it away." Again the Subjudge says that "Sometime after the enquiry no "one collected rent. Now some tenants have attorned "to plaintiff and pay rent to him, and others pay "rent to the defendant;" but the defendant (2nd witness) in his deposition has stated that - "after the trial before the Collector I had collected the rent from the tenants of the Bejai land." In para 7, the Subjudge remarks as follows - "In proof of the allegation in the plaint that - "plaintiff has entrusted from time to time his "Savings for aregmentation to the defendant there "is positively no evidence". This remark is opposed to the evidence recorded in the case. The plaint allegations are fully proved by the evidence of my witnesses 1 to 3 and by the evidence of the defendant's deceased brother Mr. C. V. Lobo who was examined by Mr. Brodie and whose deposition, Exhibit Y, is printed at page 49 of enclosure C herewith produced, and by my Exhibit B printed at page 8 of enclosure A, a letter which had addressed to the defendant by his two deceased brothers Messrs C. V. Lobo and A. V. Lobo on the 6th February 1884, the date on which their family property was divided between the three brothers as evidenced by my Exhibit A (deed of partition

in the same enclosure. The particular allegation of the entrustment in the plaint is, as will be distinctly seen, is supported by the evidence of the aforesaid Mr. C. V. Lobo and of my first witness Mr. A. P. Lobo since deceased, who was the elder brother of the defendant, my 7th witness Mr. J. M. Tellis, and 16th witness Mr. A. P. Brito, my elder brother. The first witness Mr. A. P. Lobo and his deceased brother Mr. C. V. Lobo have proved exhibit B and have stated that the plaint properties therein mentioned had been obtained by the defendant with my money entrusted to him. Exhibit B is in the handwriting of the 1st witness Mr. A. P. Lobo. He was the Central Nazar of the District Court, and was a very respectable gentleman, and his evidence was not disbelieved by the Subjudge - vide Subjudge's remarks in [illegible] para 8 of his judgment. The defendant himself has admitted the genuineness of the letter B. The 7th witness Mr. J. M. Tellis is a cousin of the defendant and he has fully supported the evidence of his other cousin Mr. A. P. Lobo (the 1st witness) The 16th witness Mr. A. P. Brito is my elder brother, and my plaint allegations are fully proved by his evidence. He being my own brother there was not a better man who knew the transactions conducted between myself and my brother-in-law the defendant; and I only regret that his evidence was disbelieved by the Subjudge. It is simply natural that brothers should have money dealings between them, and the fact that my brother

received from me the petty loan required by him can not make him totally unworthy of credit as found by the subjudge

6 In the concluding para 7 of his judgment the Subjudge remarks that "the evidence of defendant "witness Saldanha and the accounts produced by him "the correctness of which is admitted by the plaintiff, "show, on the other hand, that plaintiff deposited "his savings with his firm. I disbelieve the story that "any money was entrusted with the defendant."

This remark tends to imply that I had invested all my savings with the firm of Mr. Saldanha alone But this remark is simply opposed to the evidence of Mr. Saldanha himself, whose deposition is printed on page 83 of enclosure C. He distinctly states that I had not deposited any monies with his firm prior to 1879, and the accounts produced by him, an authenticated copy of which is herewith submitted for your honor's kind perusal, distinctly show that I has commenced to deposit my savings with that firm only from November 1876, and that the total amount of principal so deposited until April 1880 the year previous to my transfer from Udipi to Mangalore had amounted to Rupees 5701-7-4 only. The evidence of my brother, the 16th witness, goes further to show plainly that it was prior to 1876 that I had entrusted my savings with the defendant and my explanation which I had put in before A. F. Brodie in the Departmental enquiry held by him, and which is printed on page 51 of [illegible]

ir as defendants Exhibit V, I have stated that I had
of invested my savings with my brother Mr. J. M. Brito,
se with the defendant my brother-in-law Mr. Manuel Lobo,
C. and lastly with Messrs. Saldanha and Sons. Such
de being the case your Honor will observe that the Sub-
m judge was not justified in finding that I had deposited
a all my savings with the firm of Mr. Saldanha
a alone, and that I had not entrusted any "
pr money with the defendant.
pr 7. The inference drawn by the Subjudge
by that the plaint properties were not acquired
h by the defendant is not borne out by the "
w evidence recorded in the case. Had the defendant
of himself not acquired the properties as was then alleged
g by him, there was no necessity for his obtaining from
yo his two other brothers the letter B at the time when their
wa family property had been divided between them. In
la is evidence given before the Subjudge, the defendant,
yth who was examined as my second witness (page 29)
ley admits that the title deeds appertaining to the plaint
l properties were in his own custody in a locked box
" till the enquiry held by the Collector. If the
d properties had been acquired by myself, as surmised
ia by the Subjudge, it was simply natural that I should
et never have allowed the title deeds to remain in the possession
t of the defendant, and there is nothing to show that
of ere was anything which hindered me from keeping
o the title deeds in my possession, as in that
e they could have been the only securities
the [illegible] invested on those lands.

8 My exhibit C printed on page 9 of endosures
is a petition addressed by the defendant to Mr Brod
with which he first intended and purported to
send the title deeds to that gentleman for his
perusal. If the title deeds had not been in the
actual possession and custody of the defendant,
till then, and if the properties had not been actually
acquired by him as was alleged by him before
the Sub Court, there was no reason for his addres-
-ing the petition C to the Collector. In his deposi th),
the defendant says that he was not in posses
-ion of the key of the box kept in his house; whe
nay 16th witness distinctly says that the box and the
the key thereof had been both handed over to the
by the defendant when he had gone at my 2 & 3
request to demand an account of my mon Salary
after I had retired from the service. The ips
Subjudge merely says that he cannot believe as
both of them. If the defendant had not the keys
with him, why would I have kept the box that
box in his possession? and how is it that the ged
defendant could have sent the contents, may
the box to the Collector with petition C? I sistera
respectfully leave these questions to be settled b is
Your Honor. id

9. In his deposition taken down by the ma
Brodie the defendant, while denying the fy a 4.
of his having acquired the plaint prop he says
confessed that in his last will and
testament he had bequeathed those
Bro.

in the same enclosure. The [illegible]

to my children, ~~cancel~~. Mr. Brodie however disbelieved his evidence regarding his denial of the acquisitions on the tangible ground that he had no reason to begueath those properties to anybody if they had not been acquired by himself. In his deposition given by the defendant before the Subjudge he made the following confession, "In my will I have written in accordance with the Chit written by the plaintiff. I do not remember as to what properties have been allotted to whom"? (vide defendant's examination, page 32 of enclosure A) and I regret that on the face of this evidence that the Subjudge believed the theory that the acquisitions had not been made by the defendant himself.

The defendant had admittedly filed and defended some Civil Suits and he had put in verified plaints and statements before the Judicial Courts in respect of the plaint properties, before I had retired from service. In his deposition given before the Subjudge - page 30 of enclosure A - he admits this glaring fact, and says that "in the suits conducted or conducted against me I have signed whatever the plaintiff wrote and sent. I have not said either in the said plaint or in the statement that I have no right over the said properties. The said plaint and statement have been affirmed by me". I humbly submit that this piece of evidence will con-

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your Honor that whatever the defendant stated before Mr. Brodie and the Subjudge was not true, and that he did not deserve the credit which was attached to his evidence by the Subjudge.

11. My witnesses Parsi Subba Rau (3rd), Manjeswar Krishnaya (4th), Sankumalli (5th), Anandarau (6th), and M.C. Vas (8th), are ones who had written and attested the title deeds appertaining to the plaint lands. The 3rd witness Parsi Subba Rau is the writer of Exhibit D - the sale deed appertaining to the Bejai land Nos. 1, 2 & 3 in Schedule A. He is the shroff of the Kedipi Taluq and is quite a disinterested man. He says that when he took the draft of the document as desired by Ananthakrishna Rau, the executor of Exhibit D, the defendant had told him that the money to be paid for the land had belonged to the plaintiff, and that the document may be written according to the draft and registered, and that he would not attend the Registrar's office. The 4th witness Manjeswar Krishnaya is the recipient of the acquisitions mortgage money due under the mortgage bonds [illegible] D. Noronha in favour of [illegible] that the defendant had paid [illegible] money by paying it in instalme

5th witness Sankumalli is the attestor of the Sale deed E appertaining to land No 4 in Schedule A, and is also the executor of the genichits E and G in my favor after I had retired from the service. He is the Potail of the village in which the land is situated, and is still cultivates the land. He says that his wife had sold the land to the defendant. The 6th witness N. Anandarao is the attestor of the mortgage bonds H and I appertaining to the lands No. 5. 6 and 7 in Schedule B. He is a IInd Grade Pleader of the Mangalore Munsiff's Court, and says that the Defendant had paid off the mortgage debts appearing from those documents. The 8th witness M.C. Das is the attestor of Exhibit J appertaining to lands Nos 8 and 9 in Schedule B. He says that he had attested the document in defendant's house. There are some other discrepancies and inaccuracies in the judgment of the Sub Court, but I think I need not lengthen this still further by drawing your honor's attention to them.

12 Mr. Brodie was a gentleman who had a wide experience of this District, of its tenures, its people, and especially of the Do an

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that come to by such a superior officer as Mr. Brodie. My witnesses 1 to 16 have spoken of even to the truth of the allegations in the plaint, but the Sub judge disbelieved them and has relied for his findings on the evidence given by the defendant, (my 2d witness) and by his witnesses 1 to 7 who were the tenants that had attorned to him as is evident from their own depositions. The only independent evidence that supported the extraordinary defence made, was that of the defendant himself and no one else, as no weight can be attached to the evidence of the tenants who of course deposed as their landlord wished them to do; and any number of tenant-witnesses could be made in this land to swear to whatever their landlord might ask them to do. The evidence for the defence, in other words of the defendant only, was substantially the same as that given by him before Mr. Brodie and found by that experienced officer to be false and groundless. It is really hard to say what made the Sub judge believe such evidence, but there is no doubt that he weighed the evidence in a different way than that by Mr. Brodie who had a larg

"hands. But the evidence before me shows that
"the acquisitions were made by the plaintiff
"himself with his money in defendants name";
and this "evidence before me" consists of the very
same evidence as was given before "the Collector"
who was a better judge of facts than the Sub
Judge.

13. The Sub judge grants that "if the Collectors
"opinion is correct, then the plaintiff would be
"entitled to the declaration" for which the suit
was brought; and though he takes a different
view of the evidence he grants the declaration
all the same. It cannot be gainsaid that
the view taken of an identical bit of evidence
by such experienced officers as Messrs. Brodie
and Lower, and finally concurred in by the
Honorable Board of Revenue is entitled to
greater weight and consideration than that
taken by a native Sub Judge who was
a stranger to this District and whose experience
of the District and its people was limited
to a few months at the time.

In conclusion I beg to be
excused for my intruding upon your
honor's precious time with this my humble
and I firmly trust that your Honor

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Select documents in Appeal No. 134 *of* 1896.
Applied for Mr. K. N. Aiya Aiyar, for Respondent.
(*No.* 82).

Exhibit A.

Partition-deed executed on the 6th February 1884 by the sons of Lores Brabhu, residing at Attawar village, Kodial Magne, Mangalore Taluk, namely, (1) Antony Pedru Lobo, aged about 42 years, public servant by profession and Roman Catholic by religion, (2) Manuel Salvador Lobo, aged about 39 years, land-holder of the aforesaid religion, and (3) Camilo Vicent Lobo, aged about 30 years, student, of the said religion, is as follows :—

1. Our father Lores Prabhu having breathed his last in June last, we have this day set apart and divided among ourselves (certain properties) out of the immoveable properties which he was enjoying while alive and which are mentioned in the schedules A, B and C given herebelow, in this manner, namely, properties of Schedule A to Antony Pedra Lobo, the 1st of us, properties of Schedule B to Manuel Salvador Lobo, the 2nd, and properties of Schedule C to Camil Vicent Lobo, the 3rd. As Manuel Salvador Lobo, the 2nd of us, exercised greater perseverance and did greater help than the 1st and 3rd in conducting management and effecting improvement of the properties along with our father, and also as our father wished that he (the 2nd) should obtain in consequence of this help more properties than either the 1st or the 3rd, we have in accordance therewith made over to his share the properties of rerial numbers 7 to 12 of Schedule B with the consent of all of us.

2. As we have resolved to make over to the Milagres Church the property comprised within the boundaries mentioned in the sale deed of 7th October 1858 admitted as No. 2264 of Book I, Bantwal, by the Sub-Judge of South Canara, namely, Muli No. 8 of Theckar village, Barekajekar Magne, Mangalore Taluq, bearing Warg registered in the name of Linga and paying a beriz of Rs. 18-0-5, for purposes of worship which is to be conducted in our Milagres Church out of the produce thereof for the welfare of his soul, the said property has not been divided.

3. It is resolved that the 2nd of us, Manuel Salvador Lobo, should be paying all sums necessary towards all the expenses of our mother Innas Tellis; that is, the aforesaid Manuel Salvador Lobo has agreed (to pay so) with his free will and consent.

4. We three persons have equal claims in the amounts of outstanding debts mentioned in Schedule D. Manuel Salvador Lobo,

the 2nd of us, should collect the amounts from each person (debtor), deduct from the sum collected the expenses to be properly incurred for the collection and should keep to himself one-third of the balance amount, giving to the 1st and 3rd the remaining two-thirds at one-third each.

5. The right which the 1st and 3rd of us have in all the moveables which were in possession of our father has been delivered up to Manuel Salvadar Lobo, the 2nd; and all the moveables to be found in the bungalows of the property, serial No. 7 of Schedule C have been made over to the 3rd, Camilo Vicent Lobo.

6. We have taken possession of the properties set apart for each one of us, together with all the title-deeds and Genichits appertaining to them. We are entitled to get the kudthala transferred to our names in respect of the properties allotted to the share of each one of us. We should separately collect the balance of Geni and the Geni for this year with regard to the respective properties; that is, as the rent of the bungalows of the proporty, serial No. 7 in Schedule C due till the end of May last has been collected while our father was alive, the rent in respect of them due from June last should be collected by Camilo Vicent Lobo, the 3rd of us.

7. As the house dwelt in by our father and coming under property No. 6 of Schedule B has been set apart for Manuel Salvador Lobo, the 2nd of us, Manuel Salvador Lobo, the 2nd, should pay to Antony Pedru Lobo, the 1st, two thousand rupees (2,000 Rs.) within 6 months from this date, and rupees two thousand (2,000 Rs.) to Camilo Vicent Lobo, the 3rd, within one year from this date.

8. As it seems but right to us that we should act with regard to our sisters and others in accordance with the desire of our father as stated in his will, we have resolved to give them money and *Varshasana* (annuity) in the manner following.

9. Rupees one thousand made mention of in the aforsaid will has been paid up after the death of our father to our sister Isperanza Lobo. And we have resolved, as stated in the aforesaid will, that, if there be any necessity for her to incur separate expenses, we should pay her such just expenses as may be necessary in three equal shares and that after taking back the one thousand rupees which are in her charge as our sum, we should divide them in three equal shares among ourselves.

10. We have resolved that each one of us should be paying fourteen muras of rice per annum by the end of March to our sister Juan Lobo, wife of Juje Coelho, as long as she may live; and we have also resolved that each one of us should pay to each of four of her daughters, namely, Rosi Coelho, Magdelinia Coelho, Mergaret Coelho, and Julien Coehlo, at the time of their wedding at the rate of Rs. 166⅔

as *Dotibharti* and that one of us (*sic*) should pay to her 2nd daughter, Sabina Coelho, at the rate of (*sic*) Rs. 333⅓ at the time of her wedding as *Dotibharti*.

11. We have resolved that one of us should be given fourteen muras of rice per annum within the end of March to our sister, Maria Lobo, wife of Hileri Saldanha, till her death.—And, it has been also resolved that *Doti* Rupees three thousand due to the aforesaid Marian Lobo should he paid in three equal shares, that is, each one of us should pay her Rs. one thousand and the interest thereon calculated from the date of her wedding at 6 per cent.

12. We have resolved that each one of us should pay Rs. 333½ to each of our sisters, Seraphina Lobo, wife of Niclam Brito, and Christina Lobo, wife of Lores Lobo.

13. We have resolved to pay Jibel Brito, wife of Antony Pedru Lobo, the first of us, Rupees one thousand due to her as principal and interest thereon calculated from the 16th May 1864, the date of the wedding, at 6 per cent. in equal shares, that is, each one of us Rs. 333⅓ and the interest thereon from the said date.

14. We have resolved to pay to Eshweshiyoji Lobo, the daughter of Antony Pedru Lobo, the 1st of us, at the time of her wedding Rupees one thousand due to her as *Dotibharti* in accordance with the aforesaid will in three equal shares, that is, each one of us Rs. 333⅓. It is resolved that each one of us should pay to each of the daughters of our sister, Moria Lobo, namely, Elen Saldanha and Louisa Saldanha, at the time of her wedding Rs. 166⅔ as per *Dotibharti*.

15. Should any one of us not pay his particular share of the amounts charged on us, three persons, as mentioned in the above columns 9 to 14 of this partition-deed, and should the same be paid by another shares, we have resolved that such person as has not paid should pay (the amount) together with interest thereon calculated from the date of such payment (by another sharer) at 12 per cent. on the liabality of the properties set apart according to this partition deed to the share of the defaulter. But the 1st, 2nd and 3rd have resolved that the bungalows and their gardens, serial No. 8 of Schedule C set apart for the share of the 3rd and also the Kariangala land, serial No. 10, cannot be brought under the liability aforesaid.

16. There is no right, title or interest whatsoever for any one in the share allotted to another out of all the properties divided among the 1st, 2nd and 3rd in the manner aforesaid. And the probable value of the properties divided by means of this partition deed is one lakh.—To this effect also is the partition deed executed with our free will and consent.

Schedule A.

Particulars of the properties set apart for the 1st Antony Pedru Loba.

Serial Nos.	Properties where situated.			Chitte No.	Name of the Warg.	Beriz.			Document showing the particulars of property.
	Taluq.	Magane.	Village.			Rs.	A.	P.	
1	Mangalore ...	Kodial ...	Padavu ...	5	Lores Prabhu	56	5	7	Sale-deed registered as No 232 by Registrar, Mr. Blayer, on the 24th August 1825.
2	Do. ...	Do. ...	Do. ...	18	Narna Chetty	14	0	0	Sale-deed registered as No. 4 of Court register of miscellaneous numbers on the 1st June 1858.
3	Do. ...	Do. ...	Do. ..	19	Vitla Shanabhage	101	8	0	Do. do. do.
4	Do. ...	Do. ...	Do. ...	20	Santra Bapani	40	8	0	Sale-deed registered as No. 47 of Book I, Mangalore Taluq, on the 5th April 1848.
5	Do. ...	Harekal ...	Pavur ...	16	Thimappa Sorappa	73	6	5	Sale-deed registered as No. 101, Book I, Mangalore on the 26th January 1874 and as No. 425, Book I, of Mangalore on the 7th June 1867.
6	Do. ...	Do. ..	Do. ...	18	Manjanna Shetty Appayya ...	32	7	7	Sale-deed registered as No. 52, Book I of Mangalore on the 5th June 1855.
7	Do. ...	Do. ..	Do. ...	23	Bala Kini	39	4	10	Sale-deed registered as No. 187 of Book A of Mangalore on the 26th June 1866.
8	Do. ...	Do. ...	Do. ...	28	Mathes Prabhu	16	9	3	Waste land obtained on Revenue Darkhast.
9	Kasargod ...	Mogranad ..	Netla ...	1	Mahalappa	50	8	0	Sale-deed registered as No. 1 of Book I of Mangalore, on the 24th October 1867.
10	Mangalore ...	Buntwal ...	Amatadi ...	3	Manjanna Atyantaya ...	30	0	0	Sale-deed registered as No. 89, of Book I of Bantwal, on the 15th March 1880.
11	Mangalore ...	Buntwal ...	Amatadi ...	12	Vitla Bhatta	14	0	0	Sub-deed registered as No. 1038 of Book I of Mangalore, on the 18th May 1861.
12	Do ...	Harekal ...	Kulishekar ...	4	Billa Kantu	14	10	5	Document registered as No. 102 of Book I, Mangalore, on the 9th February 1870.
13	Do. ...	Buntwal ...	Amatadi ...	24	Maria Bai	25	6	0	List of the property sold by public auction in the Court of Principal Sudder Ameen on the 7th February 1867.
14	Do. ...	Kodial ...	Padavu ...	34	Thimmappaya	15	15	3	Sale-deed registered as No. 102 of Book I Mangalore, on the 9th February 1870.
15	Do. ...	Do. ...	Nireshwaly ..	18	Yadalaja Shetty	0	0	6	Sale-deed registered as No. 1967 of Book I Mangalore, on the 12th November 1879.
16	Do. ...	Buntwal ...	Kurial ...	44	Ante Prabhu ...	2	9	8	Sale-deed registered as No. 232 of Book I of Buntwal, on the 20th May 1879.
17	Do. ...	Do. ...	Do. ...	44	Do. ...	9	0	0	
18	Do. ...	Do. ...	Do. ...	44	Do.	0	4	0	Sale-deed registered as No. 102 of Book I, Mangalore, on the 9th February 1870.

B—Schedule properties set apart for the part of the 2nd, Manuel Salvadar Lobo.

1	Mangalore ...	Buntwal ...	Amatadi ...	1	Chandaya	290	0	5	Sale-deed registered as No. 1840 of Book B of Mangalore Taluq, on the 4th January 1896.
2	Do. ...	Do. ...	Do. ...	34	Mathes Prabhu	71	11	8	Sale-deed registered as No. 241 by the Court on the 12th September 1840.
3	Do. ..	Do. ...	Do. ...	2	Thammayya Holla	48	0	0	Sale-deed registered as No. 34 of Book I, Buntwal Taluk by the Court, on the 21st March 1855.
4	Do. ...	Do. ...	Do. ...	9	Billa Pandi	4	9	1	Court registered sale-deed as per No. 1782 of Book I of Buntwal Taluq on the 28th July 1859.

Serial Nos.	Properties where situated, Taluq.	Magane.	Village.	Chitte No.	Name of the Warg.	Beriz. Rs.	A.	P.	Document showing the particulars of property.
5	Mangalore ...	Buntwal ..	Amatadi ...	39	Billa Munda	15	0	0	Court registered sale-deed as per No 2249 of Book I of Buntwal Taluq, on the 5th October 1858.
6	Do. ...	Kodial ...	Attawar ...	70	Gandar Vitoji Laxamana ...	2	6	0	Sale-deed registered as No. 127 of Book I of Mangalore Taluq, on the 11th February 1871.
7	Do. ...	Do. ...	Kannur ..	13	Gombir Thimmappa	75	6	10	Sale-deed registered as No 185, Book I of Mangalore Taluq, by the Court, on the 27th April 1844.
8	Do. ...	Do. ...	Do. ...	15-51	Sinappa Kamty	34	5	0	Sale-deed registered as No. 1035, Book I of Mangalore Taluq, on the 15th October 1869.
9	Do. ...	Do. ...	Banadale ..	2	Narna Bhatta	24	4	10	Sale-deed registered as No. 102, Book I of Mangalore Taluq, on the 9th February 1870.
10	Do. ..	Do. ...	Kudupu ..	11-37	Manuel Lobo	25	8	11	Sale-deed registered as No. 120, Book I of Mangalore Taluq, on the 28th February 1867.
11	Do. ...	Malali ...	Arkula ..	1	Thimmayalva	150	0	0	Sale-deed registered as No. 1247, Book I of Mangalore Taluq, on the 26th September 1870.
12	Do. ...	Do. ...	Do. ...	8	Kraphin Pachak	2	12	10	Sale-deed registered as No. 1107, Book I of Mangalore Taluq, on the 25th June 1881.
					Schedule C.				
1	Do. ...	Buntwal ...	Kurial ...	44	Aute Prabhu	19	9	7	Sale-deed registered as No. 43, Book I of Court registry, on the 30th July 1847.
	Do. ...	Do. ...	Do. ...	60	Do.	2	5	0	
2	Do. ...	Do. ...	Do. ...	58	Do.	6	3	3	Sale-deed registered as No. 13, Book I of Buntwal Taluq Court registry, on the 20th February 1858.
3	Mangalore ...	Buntwal ...	Kurial ...	29	Biranna Channannakoti ...	53	7	2	Court-sale certificate of the 17th January 1878 from the Mangalore District Subordinate Court, registered as No. 263, Book I of Buntwal on the 23rd August 1878.
4	Kasargad ..	Amumbal ...	Pajira ...	22	Mundadappa	10	11	2	Karar-registered as No. 184, Book B of Mangalore, on the 4th January 1866.
5	Do. ...	Do. ...	Do. ...	23	Do.	18	14	10	Sale-deed registered as No. 2858, Book I of Kasargod, by the Court on the 4th December 1866.
6	Do. ..	Do. ...	Do. ...	24	Venkatakrishnaiya	37	13	2	Sale-deed executed to Lores Prabhu by Kudtkabettu Mundappa on the 21st August 1836.
7	Mangalore ...	Kodial ..	Attawar ...	...	John Mine Saheb	21	9	6	Sale-deed registered as No. 1616, Book I of Mangalore, on the 14th October 1871.
8	Do. ..	Do. ..	Kannur ...	24	Vobbu Jaru	40	0	6	Sale-deed registered as No. 215, Book I of Mangalore Taluq, on the 28th June 1849.
9	Do. ..	Do. ...	Attawar ...	65	Pharse Prabhu	11	9	9	Sale-deed registered as No. 1616, Book I of Mangalore on the 14th October 1871.
10	Do. ..	Malali ...	Ulipadi ..	5	Krishna Shetty	211	11	5	Sale-deed registered as No. 87, Book I of Mangalore, 19th January 1882.

Witnesses :—

(Signed) J. M. Tellis.

(,,) S. B. Mascarenhas.

The writer hereof is Charkal Rama Rau.

(Here enter Schedule D).

(Here enter correction).

(Here enter stamp and Registration endorsements.)

(Signed) A. P. Lobo.

(,,) M. S. Lobo.

(,,) C. V. Lobo.

(Signed) F. FRANZ LEMURLE,
Registrar.

(True copy).

Translated by M. Shama Rau.

Exhibit B.

Mangalore,
Dated 6th February 1884.

To

MR. MANUEL LOBO,

Dear Brother,

As the following properties were acquired by you with the use of funds obtained by you from others on your responsibility, the said properties have not been included in the partition deed executed this day.

1. Properties relating to the sale-deed which you obtained for Rs. 3,490 from Anantha Krishna Rao on the 19th June 1882 and which is registered as No. 1012 of Book I of Mangalore.

2. The right under the mortgage bond which you obtained from Falnir Anton Francis Coelho on the 3rd June 1882 and which is registered as No. 904 of Book I of Mangalore.

3. The right under the mortgage bond which you obtained from Falnir Anton Francis Doog Noronha for Rs. 16,423—4—3 on the 27th March 1883 and which is registered as No. 493 of Book I of Mangalore.

4. The right under the mortgage bond which you obtained for Rs. 1,000 from Falnir Jacob Charles Coelho on the 15th January 1883 and which is registered as No. 54 of Book I of Mangalore.

5. The property relating to the sale-deed which you obtained for Rs. 45 from Tattadi Krishnaiya on the 3rd March 1883 and registered as No. 358 of Book I of Mangalore.

6. The right under the deed which you obtained for Rs. 2,500 from Falnir Martin Coelho and Jacob Charles Coelho on the 3rd June 1882 and which is registered as No. 905 of Book I of Mangalore.

7. The right under the mortgage bond which you obtained from Krishna Shastry for Rs. 1,500 on the 29th November 1882 and which is registered as No. 2232 of Book I of Mangalore.

(Signed) A. P. Lobo.
(,,) C. V. Lobo.

Translated by M. Shama Rao.

Exhibit C.

To

BRODIE ESQUIRE,

Collector of South Canara.

Petition put in on the 24th December 1892 by Manuel Lobo, son of Lores Prabhu, residing in Mangalore Town.

In accordance with the desire of my brother-in-law Mr. Niclam Brito, I have herewith sent to your Honor the deeds and vouchers relating to the properties mentioned below out of the properties which I obtained on sale and mortgage. It is prayed that they may be ordered to be returned to me after perusal.

1. Sale-deed, dated 19th June 1882 and registered as No. 1012- being the deed which I obtained from Udipe Anantha Krishna Rao and Jaki Alwa in connection with my purchase from them of the Muli Wargs Nos. 61-106 of Bijai village, Kodiyal Magne.

2. A printed book containing receipts I obtained for payment of assessment of the said land. I have now not got with me the Decrees in Civil Suits passed in my favour against the tenants of this land.

3. Mortgage bond registered as No. 493 and which Anton Francis Deog Noronha residing in Mangalore Town executed to me on the 27th March 1883 in consequence of my having obtained on mortgage from him these two lands, namely, land muli No. 29 of Attawar village, bearing warg standing in the name of Belagal Chandappa Shetti and paying a beriz of Rs. 21—2—5, and land No. 38, bearing warg registered in the name of Padma Shetti and paying a beriz of Rs. 84—12—0.

4. Copies of Decree and Judgment in Civil Suit No. 134 of 1886 on the file of the District Munsiff's Court of Mangalore brought also against me by Isabel Noronha, sister of the aforesaid Anton Francis Deog Noronha in respect of the land mentioned in the said mortgage bond, and also a copy of the Judgment pronounced in the Appeal Suit, No. 79 of 1888 on the file of the District Court, preferred against the Decree in the aforesaid suit.

5. The mortgage-bond, registered as No. 904, executed to me on the 3rd June 1882 by Francis Anton Coelho residing at Falnir in Mangalore Town, mortgaging to me his dwelling house and garden,

(Initialled) (Illegible).

Translated by M. Shama Rao.

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19 June 1882
Bijai lands
Items 1 to 3
Sch A

Exhibit D.

Absolute sale-deed executed on the 19th June 1882 to Manuel Lobo, land-holder, aged about 38 years, Roman Catholic by caste, son of Lores Prabhu, residing at Attawar village, Kodiyal Magne, Mangalore Taluq, by 2 persons, (1) Anantha Krishna Rau, land-holder, son of Shivalli Venkatanarsappaiya, Karnatic Brahmin, residing at Kasba Udipi, Udipi Taluq, and (2) Jaki Alwa, land-holder, son of Manuel Bhatta, Roman Catholic, residing at Manipur village, Balisavir Magne, Udipi Taluq aforesaid, is as follows:—

While we were enjoying the property, serial No. I described here below, and agreed to be sold to the 2nd of us by the 1st by means of the registered Karar, dated 12th March 1881, out of the property which the 1st of us had purchased from Murdeshwar Wag Dapu Saheb, residing at Udipi Kasba, the waste plot of ground attached thereto being charged with Hosagame Beriz (beriz of land newly brought under cultivation) at Rs. 4—1—7, (the said plot) having been added to the said property, and the Mulageniright of some portion of the said property, under which the tenant Rasario Naika was enjoying the said portion having been sold by him by means of a registered sale-deed of the 21st March 1881 to the 1st of us-we have this day sold to you absolutely, being pressed by necessity, the said property, the waste ground attached thereto, the property of the sale-deed executed by the said Rosario Naika and the mortgage titles, serial Nos. 2—3—4 mentioned here below, and have received in presence of the Registrar rupees 3,490 the amount of prioe fixed-the 1st of us rupees 1,100 and the 2nd rupees 2,390. You will, therefore, enjoy them, generation after generation, according to your will and pleasure, cultivating the same, yourself paying the Sircar tirva of property No. 1 from Fasli 1292 and getting the Wargs and Kudtalas registered in your name. We and our descendants shall have no right, title or interest in them. Since the sale-deed of property, No. 1, which the 1st of us obtained from the aforesaid Wag Bapu Saheb, the Mulagenichit which the tenant, Jacob Pinto, executed to Wag Bapu Saheb and the sale-deed which Khader Bee executed to Bapu Saheb, have been filed in O. S. No. 419 of 1879, now penidng in the Mangalore District Munsif's Court, you yourself will have to take them from the Court. Besides, we have made over to you herewith all documents relating to this, the registered karar which the 1st of us executed to the 2nd of us on the 12th March 1881, a registered sale-deed of the 21st March 1881 which the 1st of us obtained from the aforesaid Rosario Naika, the subsidiary deeds relating thereto, the registered mortgage bond of the 21st March 1881 relating to the 2nd property, which the 1st of us obtained from the tenant, Rosario Naika, the subsidiary documents relating to it, the registered mortgage-bond relating to the 3rd property, which the 1st of us obtained from the tenant, Jacob Pinto, on the 20th

Items 1 to 3
Sch B
Price

June 1881, the subsidiary deeds relating to it, the registered mortgage-bond relating to the property, serial No. 4, which the 1st of us obtained from the tenant, Jurni Motigar on the 22nd March 1881 and the subsidiary documents relating to it.

(Here enter description of property).

(Here enter signatures and witnesses.)

(Here enter stamp and Registration endorsements).

Translated by M. Shama Rao.

Exhibit E.

11 June 1883
Kandawar land
No II Sch A

Absolute sale-deed executed on the 11th June 1836 to Manuel Lobo, aged about 45 years, land-holder, son of Lores Prabhu, Roman Catholic by religion, residing at Attawar village, Kodiyal Magne, Mangalore Taluq, by Timmaju (female), aged about 40 years, land-holder, wife of Potail Sanku Malli, of Bunt caste, residing at Kandawar village, Bail Magne, Taluq aforesaid, is as follows:—

Being pressed by necessity I have hereby given to you on absolute sale without condition, everything such as rice fields, bagayets, buildings, wells and Kumri grounds, comprised within the boundaries mentioned in and which I have been enjoying under, the absolute sale-deed, registered as No. 862 of Volume 38, Book I and executed to me for Rs. 275—0—0 on the 29th May 1883 by Jivu Bai, daughter of the late Head Sheristadar, Namakal Krishna Rau, Muli No. 30 of Kandawar village, Bail Magne, attached to the Sub-District of Mangalore, South Canara, bearing Warg registered in the name of Yekkar Krishna Raya, paying a beriz of Rs. 23—7—6, and have received in full Rupees two hundred and ninety-eight and annas eight (Rs. 298-8-0) which you paid in presence of the District Registrar, being the sum of value fixed. On this very occasion has the deed been executed for this purpose. Having, therefore, hereby made over to you the aforesaid property and everything else such as the title sale-deed relating thereto, which I obtained from Jivu Bai, together with the subsidiary deeds mentioned therein, I have foregone all the right, title and interest which I possess therein. Neither this property nor any portion thereof has, as yet, been alienated by any means such as Mulageni, Kayam Geni, Term Geni etc. Henceforward, you will enjoy the said property, generation after generation, by right of absolute sale, getting the Warg and Kudtala transferred to your name, yourself paying to Sircar the amount of assessment together with taxes and effecting improvements in the said property by planting plants, plaintain trees etc according to your will and pleasure. I and my decendants have no right, title or interest of whatever nature herein. The Potail Sanku Malli who purchased the stamp paper whereon this sale-deed is exe-

Price

ented is my husband. To this effect is the absolute sale-deed of land executed with my will and pleasure.

(Mark of) Timmaju (female).

Witnesses.

(Signed) Potail Sanku Malli, residing in Kandawar village.

(,,) Kittu Shetti of Kandawar village.

(,,) Narsappaiya, residing in Kaje village.

(,,) Kinnyanna Shetti, grand nephew of Kantanna Shetty, residing in Mudakere village.

The writer of this sale-deed is Madhwa Raya, Magne Shanabhogne of Bail.

(Here enter stamp and registration endorsements).

Translated by M. Shama Rau.

Exhibit F.

Chalgenichit (temporary lease deed) executed on the 17th October 1894 to Niclam Brito Prabhu, residing at Falnir in Mangalore Town, by Potail Sanku Malli, son of Aitu Malli, residing in Kandawar village, Bail Magne, Taluq aforesaid is as follows :—

Having obtained from you for this Jaya year (1894-95) on temporary lease, the land known as Gureekumeri, rice fields, bagayets, buildings, wells. Gurukumeri plots and everything else paying a beriz of Rs. 23-7-6, bearing Warg registered in the name of Yekkar Kristraya, Muli No. 20 of Kandawar village, Bail Magne which you enjoy, having obtained the same on absolute sale, I have agreed to poy you the sum of rupees forty-three, annas ten and pies eight Rs. 43-10-8), being the cash rent settled to be paid to you this year. (Having paid to you the said sum by the end of March 1895, I shall take receipt from you. At the expiry of the next Vishushankramana, you will enjoy the said property, buildings etc by leasing them out to another tenant according to your will and pleasure. To this effect is the Chalgenichit executed.

(Signed) Potail Sanku Malli.

Witnesses.

(Signed) Srinivasa Shetti son of Bhagavantha Shetti, residing at Gollarkeri Mangalore town.

(,,) Attawar Tyampa peon Mangalore Taluq Cutcherry.

The writer of this Chalgenichit is P. Narasinga Raw, who now resides in Kadialbail.

Translated by M. Shama Rau.

Exhibit G.

Chalgenichit (temporary lease deed) executed on the 2nd August 1895 to Niclam Brito Prabhu, residing at Falnir, in Mangalore town by Potail Sanku Malli, son of Aitu Malli, residing in Kandawar village, Bail Magne, Taluq aforesaid, is as follows :—

Having obtained from you for this Manmatha year (1895-96), on temporary lease, the land known as Gurukumeri, rice fields, bagayets, buildings, wells, Kumeri plots and everything else paying a beriz of Rs. 23-7-6 bearing Warg standing in the name of Yekkar Kristraya, Muli No. 20 of Kandawar village, Bail Magne, which you enjoy having obtained the same on absolute sale, I have agreed to pay you the sum of rupees forty-three, annas ten and pies eight (Rs. 43-10-8), being the cash rent settled to be paid to you this year. Having paid to you the said sum by the end of March 1896, I shall take receipt from you. At the expiry of the next Vishushankramanam, you will enjoy the said property, buildings, etc. by leasing them out to another tenant according to your will and pleasure. To this effect is the Chalgenichit executed.

(Signed) Potail Sanku Malli.

Witnesses.

(Signed) Kandawara Kittee Shetti, nephew of Nachya Kottari.

(,,) Francis Rebello.

(,,) Attawar Niclam Souza.

The writer of the Chalgenichit is P. Narasinga Rau, now residing at Kodialbail.

Translated by M. Shama Rau.

Exhibit H.

Mortgage bond executed on the 3rd June 1882 to Manuel Lobo, Roman Catholic by religion, land-holder, son of Lores Prabhu, residing in Attawar village, Kodiyal Magne, Mangalore Taluq, by Falnir Anton Francis Coelho, aged about 26 years, of the said religion, trader by occupation, son of Lores Coelho, residing in the said Attawar village, is as follows :—

While I and my two brothers were undivided, we three gave on the 6th July last the undermentioned property on mortgage to Vakil, Lores Lobo, who has attested this deed and executed a mortgage deed to him. Subsequently, we having become divided by means of the registered arbitration award, dated 17th March last, the aforesaid property was allotted to my share in the said division The principal amount due to the aforesaid Lobo and charged on the

aforesaid property which I am enjoying accordingly being rupees 1,500—0—0 and the interest thereon from the 6th July till now being rupees 137-8-0. Thus the total is (rupees 1,637—8—0) one thousand six hundred and thirty-seven rupees and eight annas which you have paid him on my account and taken receipt from him. Accordingly the sum I received is rupees 1,637—8—0. The principal sum I owe to Kantappa, Abkari contractor, under a note I executed on the 13th May last is Rupees 150. The interest is Rs. 1-0-0. Since you paid him on my account the total sum of rupees one hundred and fifty and received from him the said note with his receipt, the sum I received is rupees 151—0—0. Since the execution of the decree which Attawar Andru Fernandez obtained in O. S. No. 381 of 1881 on the Mangalore Munsif's Court file against me and my elder brother, Martin Coelho, is now being taken out against my person, and since you, for the purpose of satisfying the said demand, paid him on my account rupees 696—14—4, being the sum due to him under the said decree and execution, and took from him a receipt for payment, the amount I received is rupees 696-14-4. The sum received for the purpose of meeting the expenses of the stamp-paper and registration of this deed is Rs. 14-9-8. Thus, I have fully received from you the total of these four items, that is, rupees two thousand and five hundred (2,500 Rs). Having paid you this sum with interest at 10 per cent. by the 2nd of June 1887, I shall take back from you this deed with a registered receipt at my own expenses. Should I make default in respect of the said principal sum of two thousand and five hundred without paying the same within the said term, I shall pay interest at 12 per cent from the due date till the date of recovery. I shall pay the interest on the 2nd June of each year. Should I allow any portion of the interest to fall in arrears, I shall pay such arrears of interest with interest thereon at 12 per cent. Besides causing my brothers, Falnir Martin Coelho, and Jacob Charles Coelho to execute in your favour this day, a registered security bond with regard to all the sums due under this deed, I have made my own person as well as the aforesaid property which came to my share, responsible for the payment to you of the aforesaid sums. To this effect is the mortgage bond executed.

(Here enter description of property etc.)

(Here enter stamp and registration endorsements.)

Translated by M. Shama Rao.

Exhibit I.

Security-bond executed on the 3rd June 1882 to Manuel Lobo, Roman Catholic by religion, land-holder, son of Lores Prabhu, residing in Attawar village, Kodiyal Magne, Mangalore Taluq, by 2 persons—(1) Falnir Martin Coelho, aged about 29 years and (2) Jacob

Charles Coelho, aged about 27 years, merchants by profession, sons of Lores Coelho, of the said religion and residing in the said village:—

Our brother, Falnir Anton Francis Coelho, who has received from you rupees 25-0-0 and has this day executed to you a mortgage-bond with our attestations, would, in accordance therewith, pay you the said principal sum of Rs. 25-0-0 and the interest thereon as per the stipulation entered into thereon, on the due dates stated in the said deed. Should he make default with regard to payment and allow either the principal or interest to fall in arrears, we shall pay the said principal and interest on the responsibility of our persons as well as of the undermentioned property which is free from any mortgage or other encumbrances and which Jacob Charles Coelho, the 2nd of us enjoys, having been allotted to his share under the registered Punchayet award made between us, and shall take back this deed with a registered receipt from you at our expenses. To this effect is the security-bond executed.

(Here enter description of boundaries etc.)

(Here enter stamp and registration endorsements.)

Translated by M. Shama Rau.

Exhibit J.

Mortgage-deed executed on the 15th January 1883 to Manuel Lobo, land-holder, aged about 38 years, Roman Catholic by religion, son of Lores Prabhu, residing in Attawar village, Kodiyal Magne, Mangalore Taluq, by Jacob Charles Coelho, merchant by occupation, aged about 28 years, son of Lores Coelho, of the said village, is as follows:—

Having on this date mortgaged to you the undermentioned immovable properties which I enjoy, having come to my possession as my share under the Punchayet award made in O. S. No. 25 of 1882 on the file of the Sub-Court of South Canara, and stated in the security-bond which I and my elder brother, Martin Coelho, executed to you, on the 3rd June 1882 and which is registered as No. 905 on the file of the Mangalore Registrar's office,——I have taken from you one thousand rupees (Rs. 1,000) for the purpose of trade (relating to the) Hampankatta Sub-contract. I shall pay you annually the sum of 100 rupees, being the interest on the said amount at 10 per cent per annum, within the 15th January each year. I shall pay you the principal amount within four years from this date and shall take a registered receipt from you at my costs. Should I not pay you the principal amount within the end of the said term, I shall pay (it) to you with interest at 12 per cent reckoned from the due date till the date of recovery. Should I allow any portion

whatever of the interest to fall in arrears, I shall pay (it) with interest at 12 per cent from the date of default till the date of recovery. I shall pay you the said amounts due to you on the responsibility of my person as well as the aforesaid properties. To this effect is the mortgage-deed executed.

Description of properties.

1. Out of property bearing Warg registered in the name of Babuje Prabhu, of Attawar village, Kodiyal Magne, attached to the Sub-District of Mangalore and paying a beriz of Hn. ½—¾—½ (Rs. 2-5-8)—Bettee ground, garden ground, a brush-wood containing cadjan trees etc., and buildings for tenants.

2. The plot of ground known as Eradu Tengina Mara contaning cadjan trees &c., bearing Warg registered in the name of Parse Brabhu of the said village and paying a beriz of Hn.—3 (1-3 4).

The boundaries of the said properties are the same as those stated in the security-bond executed in your favor on the 3rd June 1882 by us two persons and registered as No. 905 of Mangalore Registrar's office.

(Signed) J. C. COELHO.

Witnesses :—

(Signed) M. Coelho.

(,,) A. F. Coelho.

(,,) M. C. (?) Vas.

The writer of this mortgage-deed is Falnir Lores Vas.

(Here enter stamp and registration endorsements.)

Translated by M. Shama Rau.

Exhibit K.

27 Mar 83. Sch B Items 10 & 11

Mortgage deed of immoveable properties executed on the 27th March 1883 to Manuel Lobo, aged about 40 years, land-holder, son of Lores Prabhu, Roman Catholic by religion, residing in Attawar village, Kodiyal Magne, Mangalore Taluq, by Anton Francis Noronha, aged about 25 years, land-holder, son of Manuel Noronha of the said religion, residing in the said village, is as follows :—

Having taken Rupees ten thousand (Rs. 10,000) from Manjeshwar Krishnaiya, residing in Mangalore Town, on mortgaging to him these 2 properties and the buildings situated in them, which belong to me by right of purchase—(1) property, Muli No. 38 of Attawar village, attached to the Sub-District of Mangalore, Registration District of South Canara, bearing Padma Shetti's Warg and paying a beriz of rupees 84—12—0 and (2) property, Muli No. 29, bearing Belagal Chandappa Shetti's Warg and paying a beriz of rupees 21

and odd——I executed to him a mortgage-deed registered as No. 1921, on the 21st October 1881. Subsequently, since I was pressed to pay off to Messrs. Alston & Co., the sum of Rs. 5,000 I owed to the, Kodial Bail Thomas Noronha agreed to pay the said sum under them. stipulation stated below, obtained a loan of the said amount from the Madras Bank on the said account and paid it to the aforesaid Company on my behalf. Having, therefore, entered into a contract with him that I would execute in his favour a mortgage bond in respect of the aforesaid properties and buildings, for its security (security of the sum borrowed), I executed to him a Karar, registered as No. 1765, on the 31st July last. Since you have, therefore, paid the said amount to the Bank on behalf of the said Noronha and have obtained from him the right due under the aforesaid Karar, you and Noronha aforesaid desired me to execute now a fresh deed. I have, therefore, executed to you (this) mortgage deed, hereby mortgaging to you all the abovementioned properties together with the buildings standing on them, with regard to which I never executed any document to anybody by mortgaging or otherwise making them responsible subsequent to my execution of the aforesaid mortgage-deed to Krishnaiya and (or) prior to the execution of the contract to Thomas Noronha-for the total of rupees 16,428-4-3 according to the particulars stated below on condition that you should yourself discharge the mortgage (debt) of Krishnaiya aforesaid. Particulars of the amount I received from you under this mortgage-bond. The amount received on condition of your discharging the said mortgage (debt) by paying rupees 10,000 for principal and rupees 1188-4-3 for interest thereon till this date to the abovenamed Manjeshwar Krishnaiya and taking back from him the mortgage-deed and the title deeds mentioned therein, with his receipt—is rupees 11,188-4-3. The sum which you paid to the Bank on behalf of Thomas Noronha is rupees 5,000, being the amount charged on these properties under the above-named karar I executed to him. The interest thereon till this date is rupees 240. Thus, I fully received the total sum of rupees sixteen thousand four hundred and twenty eight, annas four and pies three (rupees 16,428-4-3) according to particulars aforesaid. I shall hereafter pay you within the 27th March of each year the sum of rupees 1539-6-9, being the amount of interest due for this mortgage amount at rupees 9-6-0 per cent per annum ; (the rate of rupees 9-6-0, having been arrived at on taking an average of the rate of interest fixed in the mortgage deed executed to the aforesaid Manjeshwar Krishnaiya for his sum, and of the rate of interest fixed in the aforesaid Karar which I executed to Thomas Noronha and which you have obtained,—and take receipt from you. Having paid to you rupees 16,428-4-3 being this mortgage principal, and the last year's interest, in one lump sum within the 27th of March 1886, I shall redeem the said properties from the mortgage liability by taking

back from you, with a registered receipt for payment at my expense this mortgage bond, the mortgage bond which you would redeem from Manjeshwar Krishnaiya, the subsidiary deeds stated therein and the aforesaid karar I executed to Thomas Noronha, &c. Should I fail to pay you the interest of any one year on the due date, I shall pay it with interest at twelve per cent reckoned from the due date, by the end of May of that year, in default of which I shall pay you the principal and interest in one lump without bringing in the objection that there is still time for discharging this mortgage (debt). For the amount of principal and interest, the aforesaid properties and my person shall be held liable. And should I pay you the interest amount due to you by me under this deed exactly on each due date and should I also fail to pay on the last due date this mortgage amount with the last year's interest, I hereby agree to pay interest on the said total amount from the aforesaid date till the date of recovery at twelve per cent. To this effect also is the mortgage-bond of immovable properties executed. The boundaries of the said properties are the same as those stated in the mortgage deed, dated 21st October 1881, executed to aforesaid Krishnaiya and registered as No. 1921.

(Here enter corrections.)

(Signed) A. F. D. NORONHA.

Witnesses :—

(Signed) Paul Coelho

(„) ———,

Deed written by Karangalpadi Salvador Pinto.

(Here enter Stamp and Registration endorsements)

Translated by M. Shama Rao.

Exhibit L.

Coupen to be retained by Payee.

Out of rupees 17, the Mulageni due for the last year Jaya (1894-95) in respect of the plot of ground I enjoy, having obtained it on Mulageni out of Warg No. 61 of Kodialbail, deducting rupees 5 or assessment, I have hereby sent to you the balance of rupees 12 according to Manuel Lobo's desire. I wish that you would accept it and send me a regular receipt.

(Mark of) Martin Deos,

(Signed) A. J. Pinto.

Translated by M. Shama Rao.

Exhibit M.

Coupen to be retained by Payee.

Out of Rupees 14—15—0, due by me as Mulageni rent for the last Jaya (1894—95) year, deducting Rs. 4—0—0 paid for assessment, I have hereby sent you the balance of Rs. 10—15—0 according to Manuel Labo's desire. I wish that you would accept it and send me a regular receipt.

(Signed) Jacob Pinto.

Translated by M. Shama Rao.

Exhibit N.

Coupen to be retained by Payee.

Out of Rs. 14—5—0 due by me for the last Jaya year (1894—95) as Mulageni rent consisting of Rs. 3—4—0 for the Muli property and Rs. 11—1—0 for the Hosagame plot, deducting Rs. 8 paid on account of assessment, I have hereby sent you the balance of Rs. 6—5—0 according to Manuel Labo's desire. I wish that you would accept it and send me a regular receipt.

(Mark of) Rosari Pinto.

(Signed) A. J. Pinto.

Exhibit O.

Coupen to be retained by Payee.

Out of the Rs. 10-5-0 due by me as Mulageni rent for the last Jaya year (1894-95), deducting Rs. 4-0-0 for assessment, I have sent you hereby the balance of Rs. 6-5-0 according to Manuel Lobo's desire. I wish that you would accept it and send me a receipt according to law.

(Mark of) Bojappanasaru Bai.

(Signed) W. Peter Lobo.

Exhibit P.

Coupen to be retained by Payee.

Out of Rs. 14-15-0 due by me as Mulageni rent for the last Jaya year (1894-95), deducting Rs. 6-0-0 paid for assessment, the balance of Rs. 8-15-0 I have hereby sent you according to Manuel Lobo's desire. I wish that you would accept it and send me a regular receipt.

(Signed) Venkatramana Charya.

Translated by M. Shama Rao.

Exhibit Q.

Coupen to be retained by Payee.

Out of Rs. 11-1-0 due by me as Mulageni rent for the last Jaya year (1894-95), deducting Rs. 3-12-0 for assessment, the balance of Rs. 7-5-0 I have hereby sent you according to Manuel Lobo's desire. I wish that you would accept it and send me a regular receipt.

(Mark of) Acha Bai.

(Signed) A. J. Pinto.

Exhibit R.

Coupen to be retained by Payee.

Out of Rs. 6-3-0 due by me as Mulageni rent for the last Jaya year (1894-95), deducting Rs. 2-0-0 paid for assessment, the balance of Rs. 4-3-0, I have hereby sent you according to Manuel Lobo's desire. I wish that you would accept it and send me a regular receipt.

(Mark of) Gabru Souza.

Witness :—

(Signed) Venkatramana Charya.

Exhibit S.

Dated 20th June 1895.

On Postal Service.

Amount of order (in figures) Rs. 10 as. 15.

Name of Remitter } Jacob Pinto,
Address ... ... } residing at Bijai, in Kodiyalbail village.

Name stamp to be impressed by Post office of issue ... ... } Mangalore.

Acknowledgment.

I acknowledge to have received payment of Money Order No. 707, for the same specified on the reverse,

Date 25-6-1895.

(Signed) N. Brito.

Signature of Payee (in ink).

Translated by M. Shama Rao

Exhibit T.

Amount of order (in figures) rupees 8 as (torn) 5.

Name of Remitter ... ... } Venkatramana Charya, residing in Balebeil village.
Address ... ... }

Name stamp to be impressed by
Post Office of issue ... ... (Illegible.)

Acknowledgment.

I acknowledge to have received payment of Money Order No. 706 ?, for the sum specified on the reverse.

Date 25—6—1895. (Signed) N. BRITO.

Signature of Payee (in ink).

Translated by M. Rama Rao.

Exhibit U.

Amount of Order (in figures) rupees 4 annas 8.

Name of Remitter ... .. } Gabru D'souza, residing at Bijai, Kodiyalbail village.
Address ... ... }

Name Stamp to be impressed by
Post Office of issue... ... ... Mangalore.

Acknowledgment.

I acknowledge to have received payment of Money Order No. 70 (?), for the sum specified on the reverse.

Date 25—6—1895.

(Signed) N. Baito.

Signature of Payee (in ink)

Translated by M. Rama Rao.

Exhibit V.

On Postal Service,

Amount of Order (in figures) Rs. 6 as. 5.

Name of Remitter } Rosari Pinto, residing at Bija,i in
Address ... } Kodiyalbail village.

Name Stamp to be impressed by Post office of issue ... } Mangalore.

Acknowledgment.

I acknowledge to have received payment of Money Order No. 813, for the sum specified on the reverse.

Date 27—6—1895.

(Signed) N. Brito.

Signature of Payee (in ink).

Translated by M Shama Rao.

Exhibit W.

On Postal service.

Amount of Order (in figures) Rs. 12.

Name of Remitter... } Martin Deos, residing in Binadale
Address „ ... } village.

Nature of stamp to be impressed
by Post Office of issue... Mangalore.

Acknowledgment.

I acknowledge to have received payment of Money Order No. 910, for the sum specified on the reverse,
Dated 29—6—1895.

(Signed) N. BRITO.
Signature of Payee (in ink.)

Translated by M. Shama Row.

Exhibit I.

Registered. Mangalore,
Dated 20th May 1895.

To
MANUEL LOBO, Esquire,
Mangalore.

Sir,

Mr. Nicolas Brito informs me that he had from time to time entrusted you with his savings for the purpose of augmentation and that when he demanded an account last, some time ago, you informed him that the money had been invested in certain landed properties and that you are ready to transfer them to him. Though he would have wished that his principal sums with the accumulations returned to him, he has agreed to my advice to accept the properties themselves, as you insist on the course and you have already handed over to him the title deeds referring to those properties.

Please, therefore, let me know whether you will bring this matter to a peaceful termination by executing a proper document formally transferring and releasing to him the said properties, or whether you would wish to settle the difference, if any, by arbitration, in which case please name your arbitrator or arbitrators so that I may do the needful.

I request you will favour me with your reply in 3 days as my client intends going out on business by the end of this week.

I remain.
Sir,
Yours faithfully.
N. Shiva Rao.

Exhibit III.

Registered. Mangalore,
27th *May* 1895.

To
M. S. LOBO, Esquire,
Mangalore.

Sir,

I regret I have to state that your letter of 23rd instant in reply to mine of 20th is vague and contains no definite answer to my enquiry.—I therefore ask you to let me know whether or not you will execute a formal document transferring and releasing to Mr. N. Brito and acknowledging his title to the properties of which the documents stand in your name and which you deposed before the Collector as really belonging to Mr. N. Brito.—If I do not get a satisfactory reply from you by Thursday next, I will advise Mr. N. Brito to seek redress in Court—yourself bearing all costs.

I remain,
Sir,
Yours faithfully,
N. Shiva Rao.

Exhibit IV.

Registered. Mangalore,
Dated 29th May 1895.

To
RAU BAHADUR N. SHIVA ROW, Esquire.

Sir,

In reply to your Registered letter of the 27th Instant, I have to state that I do not consider myself in any way bound to do any such thing as is required by your letter under reply.

If you take the trouble of studying the real facts which are stated by me in my statement before the Collector, you will, I trust, find that I am right in what I have stated already.

I am sorry that I am put to unnecessary expense and loss by having to maintain a long correspondence in this affair.

I remain,
Sir,
Yours faithfully,
(Signed) Not legible.

* * *

N. SHIVA ROW,
Pleader.

Schedule A.

List of properties held on absolute right by purchase.

Number.	Particulars of the lands.							Valuation.			Remarks.
	Taluk.	Magane.	Village.	No. of Warg.	Assessment.						
					Rs.	A.	P.				
1	Mangalore.	Kodiyal ...	Kodiyal bail.	61	78	1	8	...	..	..	
2	Do.	Do. ...	Do. ...	61 (*a*)	4	1	7	2,490	0	0	(*a*) Hosagame.
3	Do. ...	Do. ...	Do. ...	61 (*b*)	...	...	...	...	...	...	(*b*) Mulgeni of Rs. 8-0-0.
4	Do. ...	Bail ...	Kandawara	30	23	7	6	298	8	0	

Boundaries of the aforesaid properties :—

Of properties Nos. 1 and 2. As specified in the sale deed registered as No. 1012 of Book I, Vol. 28, pages 441 and 442 of the District Registrar's Office.

Of property No. 3. As specified in the deed of sale registered as No. 365 of Book I, Vol. 16, pages 4 and 5 of the District Registrar's Office.

Of property No. 4. As specified in the deed of sale registered as No. 862 of Book I, Vol. 38, of the District Registrar's Office, appearing from deed of sale registered as No. 917 of Book I, Vol. 62, page 90 of the District Registrar's Office.

MANGALORE, 11*th July* 1895.

N. Brito.

N. Shiva Rao,
Pleader.

Filed 12—7—95.

(Signed) ——————,
Sub-Judge.

Schedule B.

List of properties held on simple mortgage.

No.	Particulars of lands.							Valuation (Principal.)			Remarks.
	Taluk.	Magane.	Village.	No. of Warg.	Assessment.						
					Rs.	AS.	P.				
1	Mangalore.	Kodiyal.	KodiyalBail	106	..	11	10	200	...	...	
2	Do.	Do.	Do.	106	...	11	10	600	...	...	(*a*) Mulgene of Rs. 9-8-0.
3	Do.	Do.	Do.	61 (*a*)	...	...	...				
4	Do.	Do.	Do.	61 (*b*)	...	...	...	200	..	...	(*b*) Mulgene of Rs. 14—15—0
5	Do.	Do.	Attavara	Babji Prabhu's warg	2	2	1				
6	Do.	Do.	Do.	Do.	2	5	8	2500	...	...	
7	Do.	Do.	Do.	Forse Prabhu's warg	1	3	4				
8	Do.	Do.	Do.	Babji Prabhu's warg	2	5	8				
9	Do.	Do.	Do.	Forse Prabhu's warg	1	3	4	1,000	...	..	
10	Do.	Do.	Do.	38	84	12	...				
11	Do.	Do.	Do.	29	21	2	5	16,428	4	3	

Boundaries of the aforesaid properties :—

Of property No. 1. As specified in document registered as No. 366 of 1881 in the Distric Registrar's Office.

Of properties Nos. 2 and 3. As specified in documents registered as No. 369 of 1881 in th District Registrar's Office.

Of property No. 4. As specified in document registered as No. 1093 of 1881 in the Distr ict Registrar's Office.

Of property No. 5. As specified in the mortgage bond registered as No. 904 of Book I Vol. 28, pages 225 and 226 in the District Registrar's Office.

Of properties Nos. 6, 7, 8 and 9. As specified in the security bond registered as No. 905 to Book I Vol. 28, page 227 and the mortgage bond registered as No. 54 of Book I Vol. 35 page 151 in the District Registrar's Office.

Of properties Nos. 10 and 11. As specified in the mortgage bond registered as No. 1921 of 1881, appearing from the mortgage bond registered as No. 493 of Book I Vol. 36, pages 462 and 463 in the District Registrar's Office.

N. Brito.

MANGALORE, 11*th July* 1895.

(,,) N. Shiva Rao,
Pleader.

Filed 12—7—95.

(Signed) ——————,
Sub-Judge.

A. D. 134—7.

Schedule C.

List of Principal documents relating to the rights over lands shown in Schedules A and B.

No.	Date of document.	Nature of Document.	Land to which the document appertains.			By whom executed.	Remarks.
			Name of village.	No. of warg.	Assessment.		
					Rs. A. P.		
1	19th June 1882.	Deed of sale.	Kodyal Bail.	61	82 3 3	Anantha Krista Rauand Prakash.	
			Do.	106	1 7 8	Jaki Alva.	
2	11th June 1886.	Do.	Kandawara.	30	28 7 6	Chimmaju, female.	
3	3rd June 1882.	Mortgage bond.	Attawara.	Babji Prakash's warg.	2 2 1	A. F. Coelho.	
4	3rd June 1882.	Security bond.	Do.	Do.	2 5 8	Martin Coelho and Jacob Charles Coelho.	
5	15th January 1883.	Mortgage bond.	Do.	Forse Prabhu's warg.	1 3 4	Jacob Charles Coelho.	
			Do.	Babji Prabhu's warg.	2 5 8		
6	27th March 1883.	Do.	Do.	Forse Prabhu's warg.	1 3 4	Anthon Francis.	
			Do.	88	84 12 0	Dioog Noranho.	
			Do.	29	21 2 5		

Note :—The other documents in plaintiff's possession being vouchers etc, are not entered herein.

N. Brito.

N. Shiva Rao.

Pleader.

Filed 12—7—95.

(Signed) ——————, *Sub-Judge.*

MANGALORE,
11*th July* 1895.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 23rd day of January 1896.

Original Suit No. 33 *of* 1895.

1*st witness for plaintiff being sworn by U. Vishnathaya, deposes as follows* :—

Name—A. P. Lobo ; Father's name—Lawrence Prabhu *alias* Lobo ; Caste—Roman Catholic Christian ; Profession—Central Nazir District Court, South Canara ; Residence—Mangalore Town.

The defendant is my younger brother. I had another brother who is now dead. My sister is the wife of plaintiff. The marriage was in 1864. There was a division of our family property after our father's death, but the division is not fair or equal. Each is in possession of the share which he got under the deed of division. Exhibit A is attested copy of that partition deed. On the date of Exhibit A, I and my late brother wrote the letter, Exhibit B, to the defendant stating that the properties therein mentioned were acquired with other people's money and were excluded from partition. Exhibit B is in my handwriting and bears the signature of myself and my late brother. The particulars of the property, so far as my recollection goes, were given by the defendant. The properties in Exhibit B were acquired with plaintiff's money. This was known to me even before the date of Exhibit B. The members of my family also knew it.

To defendant's Vakil :—I wrote Exhibit B at the instance of both plaintiff and the defendant. I am not sure whether my sisters who were in their husbands' houses, were aware of the fact that the plaint property was acquired with plaintiff's monies. The inequality in the division under Exhibit A did not arise on account of the exclusion of the plaint properties from it. The monies with which the properties in Exhibit B were acquired, had been borrowed by the defendant from plaintiff on his own responsibility. I have no personal knowledge as to when these monies were borrowed and at what rate of interest. I cannot say exactly what amount was borrowed of plaintiff. Letter B was given to avoid future litigation on the part of the other sharers against the defendant in respect of the plaint properties on the ground that they had been concealed. There was no objection to excluding the properties in suit from the partition deed A by express mention in the deed to that effect. The plaintiff and Mr. L. Lobo who was also a brother-in-law of mine, were present when the partition deed was drafted. The plaintiff was Tahsildar of Udipi. In 1881 before the partition deed A, he was trans ferred to Mangalore. I may have made a statement in respect of certain other properties than the plaint properties. That they were acqui-

red in defendant's name with family funds. The plaintiff's wife was a party to the proceedings in connection with the will of my father before the District Court. She said that she did not know anything about the will and did not adduce evidence against its genuineness. The District Court held that the will was genuine as I contended. The plaintiff's wife has not appealed against that dower. The plaintiff's wife brought a suit in the Munsif's Court for her legacy under the will and obtained a decree. My wife has brought a suit in this Court for her dowry against the defendant. My daughter has also brought a suit against him, for he is the executor under the will. The defendant himself produced the will before the District Court, but subsequently said that he entertained doubts as to its genuineness. I stated in the Probate case that, shortly after partition I and defendant became on bad terms. I did say that the plaintiff and Mr. Vakil L. Lobo took a great deal of interest to effect the compromise. Prior to partition, there were long discussion about partition in the presence of plaintiff and Mr Lobo. The defendant did not come for funerals or marriages in my house or in my brother Lobo's house after the partition. I handed over Exhibit B to the defendant as he was present. That very night the defendant sent Exhibit B to plaintiff by his eldest son, Emanuel Brito. The plaintiff was not present when Exhibit B was written. I do not recollect whether it was arranged that Exhibit B should be sent to him. The word "Pararinda" in Exhibit B refer only to plaintiff and not others. I cannot say who purchased the properties in Exhibit B and from whom. I was not present then. I cannot say who paid money to the vendors.

To plaintiff's Vakil:—Exhibits A and B were signed at the same time. The plaintiff was not then present but his son was present. I do not remember whether any draft of Exhibit B was made. The suits by my wife and daughter were for dower and legacy mentioned in the will. My wife and daughter wanted for 12 years before they brought their suits under the will. Till the departmental enquiry before the Collector, the plaintiff and defendants were on good terms.

Read over to witness and admitted by him to be correct.

(Signed) A. P. Lobo.

Sworn to before me in open Court, this 23rd January 1896.

(Signed)——

Ag. Subordinate Judge.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 23rd day of January 1896.

Original Suit No. 33 of 1895.

2nd witness for plaintiff,—being sworn by U. Vishwanathaya, deposes as follows:—

My name is Manuel Salvador Lobo (defendant.) Father's name—Lawrence Prabhu; Age—52 years; Caste—Roman Catholic; Profession—Land-holder; Residence—Mangalore Town.

I am the defendant in this suit. I have not got the deeds pertaining to the property under dispute. It seems from the plaint that the said documents have been filed by the plaintiff in the Court. I have not paid any money for the properties under dispute. I have not seen the documents relating to the said properties. After they were filed in the Court, I obtained (their) copies. From the said copies I understood that the said documents stand in my name Prior to it, the plaintiff had told me that the said documents stand in my name. The plaintiff told me as well as my father (thereabout) when he purchased the lands. The plaintiff first told me when he purchased the Bijai property. I had heard him when he told my father. It was in 1883 that my father died. The plaintiff had left with me a locked box. The plaintiff had told me that there were documents therein. The said box was in my house. The box was brought and kept in the said way after my father's death. It seems that the box was brought and kept five or six years after my father's death. About two months prior to the examination before the Collector, the plaintiff carried away the box which had been kept in my house. It was I who gave the box from my house. It was taken by the plaintiff before my examination—between fifteen days and two months. I saw Exhibit C. I have signed this. I signed it without knowing what it was. I can read and write Canarese. My sight is a little dim for me to read. I sign in English. I cannot read English. I had signed Exhibit C without reading it and without hearing it read over. After I signed, I read it. Ten or fifteen days before the execution of the Exhibit C, the plaintiff took away the aforesaid box of documents. I had signed Exhibit C at my house. I remember it was at about 10 or 11 A. M. I do not know as to where it was written. I had signed it according to the plaintiff's and Vakil, Salvador Brito's desire. "We will save you from an examination under oath. Let the plaintiff be saved. Sign it." So said Vakil Salvador Brito. He had said much of other things. I do not now remember what. The plaintiff, shedding tears, told me that day that I should pardon him for what-

ever thing he might have done and save him. The plaintiff had not wronged me in any way. He had said it according to ordinary custom. The plaintiff and myself were in good terms after he became the Tahsildar of Mangalore. I think it was in 1881 that the plaintiff became Mangalore Tahsildar. Before that, we were not in good terms. The plaintiff had deceived me formerly. He had deceived me by borrowing money from me within two years of his marriage and not repaying it to me. The plaintiff had taken from Rs. 760 and odd for making up the amount required for purchasing a property. The said property had been purchased in the name of Juan Juje Coelho. The said property is now under the plaintiff's enjoyment. I do not know whether a sale-deed has or has not been executed on the said account. I have no reason to depose before the District Judge in the case about probate that I had with me the money belonging to the plaintiff's wife. I had taken money from my mother for the purpose of purchasing Krishna Shastry's land. I have heard my mother say that the said money was for the plaintiff's wife who is her daughter. It was 700 and odd rupees. It was about 1880 or 1881 that the said money was obtained. According to plaintiff's desire, cases have been filed in my name against the tenants and mortgagors of the plaint property. The plaintiff himself prepared the plaints and sent them for my signatures. Dispute. On that account, cases have been conducted also against me. All this is prior to the trial before the Collector. In the suits I conducted or conducted against me, I have signed whatever the plaintiff wrote and sent. I have not said either in the said plaint or in the statement that I have no right over the said properties. The said plaint and statement have been affirmed by me. I have collected the rent of the plaint property. The plaintiff used to collect rent through Magne Shanabhogues. I have given receipts as asked for by Shanabhogues. The rent of Bijai property I have collected for some—for one year in the beginning The plaintiff has carried it away. I have not collected the interest on mortgage-debts. I do not remember whether the interest which is the cause of action, has been collected.

After the enquiry before the Collector, the plaint property is in my possession. Before that, the rent was collected according to plaintiff's desire. Receipts have been given and cases have been conducted in my name. Genichits of the properties have not been executed in my name. Property remains only in possession of Avargars. There is only one land under Chalgeni. I have not got its genichit executed. After the trial before the Collector, I have collected rents from the tenants of Bijai land. I do not remember the names of persons paying rent. I have not kept accounts or memoranda of rents I collected. I have given rents to some persons. To many I have not given receipts. It was only after receiving

money that I passed receipts. I cannot remember what amount it was. Prior to the examination before the Collector, every thing used to be conducted in my name, as plaintiff says.

Read over to the witness and admitted by him to be correct.

(Signed) M. S. Lobo.

Sworn to before me in open Court, this 23rd January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Re-affirmed on the 26th January 1896.

It was about 2 or 3 months after the examination before the Collector that I gave receipts to persons paying rent. It was in my house that the said receipts were given. The plaintiff told me that the plaint property had been purchased in my name. I do not know as to who paid the money. At the time of the execution of every document, the plaintiff had told me to that effect. The deed was not brought by the plaintiff and I did not see it. At the execution of each deed nothing took place before me. I do not know as to where and in whose possession were the said documents. The plaintiff had told me that the said deeds were in the box kept by him in my house. But I did not see whether the said deeds were or were not in the said box. Each time the plaintiff told me that a deed was executed in my name, I said nothing. I did not object to it. I do not know in whose possession did the plaintiff secure his earnings. The plaintiff and myself had no money dealings. I have neither paid the plaintiff nor received from him any money. The day before yesterday I have deposed to the fact that the plaintiff had once taken from me 760 and odd rupees. In the examination before the Collector I have answered every question that was put to me. Before the Collector have deposed to the fact that the plaintiff had told me of his having got deeds executed in my name. I do not now remember whether I told the Collector that the said properties belong to me. I have not got the Mulageni deeds of Bijai land.

Cross-examined :—I remember that the plaintiff told me that he had obtained the deeds relating to the plaint properties executed with his money in my name. The plaintiff did not keep with me his money for augmentation-never kept it. Neither before nor after the examination before the Collector, did the plaintiff ask me for money. Saying that I have not got money (but) obtained property, I have not given to the plaintiff the title-deeds of the plaint properties. I have not agreed to give (execute) a transfer-deed. I have not sent documents to the Collector as stated in petition C. I did not get the letter B. Nor did I give it to Mona Brito, the plaintiff's son. Exhibit I is the letter which the plaintiff's Vakil wrote to me. Exhibit II is my

reply thereto. Exhibit III is again a letter written by the plaintiff's Vakil. Exhibit IV is my reply thereto.

Re-examined:—In my will I have written in accordance with the chit written by the plaintiff. I do not remember as to what properties have been allotted to whom. In the letter marked II it was written that there was no necessity either to make an arbitration award or to execute a transfer-deed. It was written after the Vakil heard my opinion and gave his advice. I do not remember what I have deposed to before the Collector as to the letter B. Before the Collector I have deposed that I was aware of the fact that the plaintiff obtained a letter from my brothers.

I heard what was taken down above. It is correct.

(Signed) M. S. Lobo.

Taken before me in open Court, this 29th January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

This note has been added as per order on M. P. No. 94 of 96 owing to an omission to take down his statement made after the Exhibit C was read over, to the effect that his signature had been scored out.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Row.

IN THE SUBORDINATE COURT OF SOUTH CANARA.

The 29th day of January 1896.

Original Suit No. 33 *of* 1895.

3rd Witness for Plaintiff,—being solemnly affirmed by clerk N. Rama Rao, deposes as follows:—

My name is Parsi Subba Row; Father's name—Prasi Sarvothama Row; Age—43 years; Caste—Deshast Brahmin; Profession—Shroff; Taluk Cutcherry; Residence—Udipi.

I know the plaintiff and the defendant. I saw Exhibit D. This is my handwriting. It was executed to the defendant for rupees 3,490 by Ananthakrisha Raya. This deed had been written at my house in the Rice Beater's Street, Mangalore. The defendant had said that the money was not his. The defendant had told me in his house that the plaintiff's money had been with him and that he was purchasing (the property) with it. In accordance with Ananthakrishna Rau's wish that I should show the draft of the deed to the defendant and take him with me, I had gone to the defendant's

house the day previous to the execution of the document. It was then that he said. I do not know as to where the money was paid. I have not seen.

Cross-examined:—When the draft of the deed had been shown to him, the defendant had said that the money was not his, the deed might be written according to the draft and got registered and that he would not come to the Registrar's Office. I was a clerk under the plaintiff. I am now a Shroff in Udipi Taluk Cutcherry. At the time of the execution of Exhibit D. I had taken leave owing to some urgency and come to Mangalore. I am a disciple of Utraji Mutt. There was a dispute between Puttigi Mutt and the rest of the 7 Mutts. I do not know with whom did Anantha Krishna Row and Jaki Alva side at that time. At the time of the said dispute Jaki Alwa was Potail. Annantha Kriahna Row was Magne Shanabhogue. When the deed D was written, I did not see the plaintiff. I did not make the draft either according to the wish of Ananthakrishna Rau or according to the wish of Jaki Alwa. I did not prepare the draft. Anantha Krishna Rau gave the draft into my hands. Ananntha Krishna Rau did not tell me as to where and by whom was the said dratt was prepared. I do not now remember as to who wrote it. Before writing the fair copy D, I had not seen (any) other deed. In the draft there were no corrections made before the fair copy was written. When Exhibit D was written, only myself and Ananntha-Krishna Rau were present. I was not present when this was attested to. I do not know also as to who attested it. After writing the fair copy I gave it with the draft to Anantha Krishna Rau. The explanation written after the signature of witnesses stands in my handwriting. It is I that wrote "Attestation of Saiyid Hussain *alias* Baba Saiba, son of Yusuf Saiba." The property relating to this document lies in Mangalore. I cannot say whether I came only for this purpose or for my private business. I had come not for this business but for my private business.

Re-examination:—The plaintiff is now pentioned. When I wrote the Exhibit D, the plaintiff was not my Tahsildar. The plaintiff was Tahsildar of Mangalore Taluq. I am a man always living at Udipi on employment. Utraji Mutt is not one of the eight Mutts of Udipi. Jaki Alwa is the Potail of Manipur etc. He is not the Potail of Udipi Kasba. It is five miles to Manipur from Udipi. At the time of the execution of Exhibit D Anantha Krishna Rau was lodging in my house at Mangalore. I do not remember the witnesses having attested (the deed) in my presence. The explanation about the witnesses must have been written subsequently. I am a Taluq Shroff. My pay is rupees 10. I own a property paying a beriz of 14 rupees.

Read over to the deponent and admitted by him to be correct.

(Signed) Parsi Subba Rau.

Taken before me in open Court this 29th January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE SUBORDINATE COURT OF SOUTH CANARA.

The 29th day of January 1896.

Original Suit No. 33 *of* 1895.

4th Witness for Plaintiff, being solemnly affirmed by Clerk M. Naraina Rau, deposes as follows:—

My name is—Manjeshwar Krishnaiya, Age—64 years, Caste—Saraswat Brahmin, Profession—Land-lord, Residence—Mangalore Town.

I know the plaintiff and the defendant. I had a mortgage right worth Rs. 10,000 over the plaint Attavar land. It was Anton Francis Deoga Noronha who executed to me a document. I have received principal and interest on that account from the defendant. I have given receipt in consequence. The defendant had paid me the said amount saying that it was plaintiff's. Defendant did not tell me how the plaintiff's money came in possession of the defendant.

Cross-examined:—(It) had been paid in the end—in the year 1886 had been caused to be paid before the Sub-Registrar. My money had been paid by many instalments. On the last occasion Hemmadi Ananthaiya had brought the money to the Registrar's office on behalf of the defendant. The defendant was not in the Registrar's office. The defendant came to my house and caused the receipt to be written. Subsequently, he sent Ananthaiya with money to the Registrar's office. Ananthaiya then had Shanabhogueship of Mogar Circle. Mogar Circle is in Mangalore Taluq. Every time I received money, I have passed a registered receipt. It is not every time that Ananthaiya paid the money. It is only some times that money was paid before the Registrar. I cannot say as to who all paid money before the Registrar. It is only the defendant who paid (money) privately. For receipt of money I have made entries to that effect in my note-book. But I do not remember whether it has or has not been written therein that it was the defendant who paid the money. It is must be once or twice or thrice that money was paid in private. When the defendant brought the money, it was sometimes late in passing receipt. Then the defendant used to grumble that the

money belonged to the plaintiff, the right was plaintiff's and that his (share) was only useless trouble. The defendant said that the receipt should be passed in his name since the deed was in his name. I would have given receipt in plaintiff's name (favour) if the defendant had asked for it.

Re-examination:—I pay to Government an assessment of Rs. 120, an Income-tax of 100 and odd rupees and a Municipal tax of 25 Rs. When I gave the last receipt, Hemmadi Ananthaiya was residing near my house. I have given 4 or 5 times register receipts to the defendant. Sometimes I have pressed the defendant for interest.

Read over to the witness and admitted by him to be correct.

(Signed) Manjeshwar Krishnaiya.

Taken before me in open Court this 9th January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE SUBORDINATE COURT OF SOUTH CANARA.

The 29th day of January 1896.

Original Suit No. 23 *of* 1895.

5th Witness for plaintiff, being solemn affirmed by Clerk M. Narain Rau, deposes as follows:—

My name is—Sankumalli Mada Shetty Name—(*sic*), Age—63 years (about), Caste—Bunt, Profession—Potail and cultivation. Residence—Kandawar village, Bail Magne, Mangalore Taluq.

I know the plaintff and the defendant. I know the Kandawar land. This was given by me to my wife. My wife sold it to the defendant. Money has been received on that account. It was the defendant who paid me money. I do not know whose was the money. I am now enjoying the said land on Chalgeni. Its Genichit I have executed to the defendant in the year of the execution of the sale-deed. Last year and this year I have executed it to the plaintiff. The rent of the previous years I have given only to the defendant. It is according to the defendant's wish that I executed the Genichit last year to the plaintiff and am delivering the rent to him. Genichits marked F and G are those executed by me to the plaintiff.

Cross-examination:—It is 10 or 11 years since I obtained the said Hosagame land. It is 5 or 6 years previous to the sale-deed E that I obtained the Hosagame, that is, I obtained it on sale. I am a

Potail—the Potail of Kandawar village, Bail Magne. The Shanabhogue of the said Magne was a person named Madhva Raya. It is he who wrote the sale-deed E. Then the Tahsildar of this Mangalore Taluq was the plaintiff. The defendant gave the amount of the ale-deed into the hands of the said Madhva Raya. He paid it before the Registrar. It is 9 miles from here to Bail Magne, Kandawar village. The property lying around the sale-deed C (*sic*) had been obtained by the plaintiff while he was Tahsildar of Udipi. It pays a beriz of about 60 rupees. The Genichits F and G had been executed to the plaintiff in respect of the property which my wife sold to the defendant. I do not know of the plaintiff's having bought the sai l property. I have heard that the defendant had made it over to the plaintiff. The said Genichits G and F the plaintiff had caused me to execute to him in his presence. I am a Potail. I know how to write. These I signed not only after they were read over to me but also after I read them myself. My sight is not quite clear. Therefore, I signed (them) after seeing only the figure of the amount. It had been stated in them that (the property) had been obtained by the plaintiff on absolute sale. I knew (it) not when I executed them. Attawar Tyampa who has attested this, is a peon in the Taluq Cutcherry. He was in the plaintiff's house. He had been caused to attest. The writer is Narasinga Raya. I do not know who it is. He was writing (it) there. Kittu Shetti also who has come with me, had attested it.

Re-examination:—When I executed the said Genichits, the plaintiff had been pensioned. Since my wife said that she did not want the said property and since the plaintiff had property in its proximity, I had told the Magne Shanabhogue to inquire whether the plaintiff wanted it. It appears that, when he (the Shanabhogue) asked the plaintiff, told he was ,to ask the defendant.

Read over to the witness and admitted by him to be correct.

(Signed) Potail Sankumalli.

Taken down in open Court the 29th January 1896.

(Signed) U. ACHUTAN NAIR,
Acting Sub-Judge.

Translated by M. Shama Rau.

IN THE SUBORDINATE COURT OF SOUTH CANARA.

The 29th day of January 1896.
Original Suit No. 33 of 1896.

6th witness for Plaintiff, being solemnly affirmed by clerk M. Narain Rau, deposes as follows:—

My name—is N. Ananda Rau; Father's name—N. Manjunathaya; Age—51 years; Caste—Saraswat Brahmin; Profession—Vakil; Residence—Mangalore Town.

I know the plaintiff and the defendant. I know F. J. Coelho and his brothers. Andrew Fernandez had a decree against them. I was the Vakil on behalf of Andrew Fernandez. The amount of the said decree and the mortgage amount due to Vakil Lobo have been paid up. I saw Exhibit H. I have attested this. This had been executed to the defendant by Anton Francis Coelho. On the very day was the security bond marked I executed. This had been executed to the defendant by Martin Coelho and Charles Coelho. The amount relating to these had been caused to be brought by the defendant's servant and paid. I do not know the name of the said servant. The defendant was present there. It was the defendant who got the money brought by his servant and paid it. I do not know to whom does the money belong. They had conversed about the fact that the money belonged to the plaintiff. Francis Coelho had said that he would obtain money from the plaintiff and pay it. When I asked him for the cause of this deed being executed there, he said that the money was plaintiff's. It was in Vakil Lores Lobo's house that the money was paid. Out of the said amount I obtained the sum due to my client.

Cross-examined:—I do not know whence he got the said amount. I think that the document was caused to be executed in the name of the defendant, because the plaintiff was a public servant. To the best of my understanding the plaintiff was then the Tahsildar of Mangalore.

(Signed) N. Ananda Rau.

Taken down before me in open Court, this day the 29th day of January 1896 and was read and acknowledged by the witness to be correct.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 29th day of January 1896.

Original Suit No. 33 *of* 1895.

7th witness for Plaintiff, being sworn by clerk, M. Narain Rau, deposes as follows :—

My name—is J. M. Tellis; Father's name—Domingo Tellis; Age—48 years; Caste—Roman Catholic, Christian; Profession—Assistant Master—Rosario Middle School; Residence—Attawar village, Mangalore, Magne Taluq.

I know the plaintiff, the defendant and the defendant's brother. The defendant is the son of my mother's elder sister. I know of the deed of division made among themselves by the defendant and his brothers. Then some of the properties standing in the name of the defendant had not been included in the partition deed. It had been then said that they were not their fathers. I have heard the defendant and his brothers say that the said properties had been acquired with the plaintiff's money. I had taken a message from the defendant to the plaintiff asking him to take back the property which was acquired in his (the defendant's) name, prior to the proceedings conducted before the Collector, that is, about 10 years back. The plaintiff said that he would go in person and do the said business.

Cross-examined :—I myself know nothing either about the plaint properties or about the disputes. Myself and the defendant are still friends. The defendant had told me that Rs. 700 and odd were due to him from the plaintiff.

Read over to the deponent and admitted by him to be correct.

(Signed) J. M. Tellis.

Taken before me in open Court, this 29th January 1896.

(Signed) J. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 *of* 1895.

8th witness for Plaintiff, being sworn by clerk M. Narain Rau, deposes as follows :—

My name—is M. C. Vas; My father's name—Domingo Vas; Age—48 years; Caste—Roman Catholic; Profession—Trade; Residence—Kankanadi Village, Kodiyal Magne, Mangalore Taluq.

I know the plaintiff and the defendant. I know Jacob Charles Coelho. I know of a mortgage bond executed by him to the 1st defendant. I have attested the deed. I did not see the money given. At that time the said Jacob Charles Coelho and his younger brothers told me that the money was the plaintiffs and it was to be paid by the 1st defendant. It was at Hampankatta in the Abkari contractor's office that the said deed was written. The said office belonged to Jacob Charles Coelho aforesaid. It was in the said office that the said deed was written. It was attested in the defendant's house The defendant was present when it was attested in his house. It had been resolved that the amount should be paid before the Registrar. I do not remember having heard as to who was to pay the amount. I do not know to whom was the deed given after it was signed and attested.

Cross-examined :—At that time the plaintiff was a Tahsildar, I think he was the Tahsildar of Mangalore. Jacob Charles Coelho was Abkari contractor, that is, was sub-contractor at Hampankatta. I was a forest guard in Mangalore Taluq, in Kasba Mangalore, at the gate etc. I was a servant under the plaintiff. It is the plaintiff himself who forward my application for the guard's place. I was not a guard when Exhibit J was written. I became a Tanedar subsequently. I was then a writer of petitions, documents etc., not confined to any one place. When I went near the Taluq Cutcherry, I used to write petitions, documents etc., also there. Property mentioned in Exhibit J is one adjoining the plaintiff's garden. I have no property. I carry on trade. I deal in Bombay articles. I commenced trading five or six months back.

I did not receive any notice on account of Municipal tax.

Re-examined.—I was a forest Tanedar for ten years. The plaintiff was the superior officer of the Forest Department for 3 or 4 months. Subsequently, the Forest Conservator became the senior officer.

Read over to the deponent and admitted by him to be correct.

(Signed) M. C. Vas.

Taken before me in open Court this 31st January 1896.

(Signed) U. ACHUTAN NAIR,

Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 *of* 1895.

9th witness for Plaintiff, being sworn by clerk M. Narain Rau, deposes as follows:—

My name—is Nicholas Juvao Pinto; Father's name—Inas Pinto; Age—52 years; Caste—Roman Catholic; Profession—Writer; Residence—Kadre village, Mangalore.

I know the plaintiff and the defendant. I know the Bijai property. I know the tenants of the said property. I know of the fact that some of the said tenants sent the amount of rent by money order to the plaintiff. I think it was in 1895. Since the 1st defendant said that the rent should be paid to the plaintiff, (it) was sent by money order with a view to obtain a Government voucher. It is the tenants themselves who said that a Government voucher was necessary. They said that a Government voucher was necessary, because there must have been some misunderstanding between the plaintiff and the defendant. In the month of October (or) November 1894, I heard the defendant telling the tenants in his house to deliver the rent to the plaintiff. When he said so there were 3 or 4 tenants there. I have attested the money order coupens.

Cross-examined:—I am a writer by occupation. I was serving in the Police Department. I was dismissed. Subsequently, I became a Vakil. I used to plead at the Town Magistrate's and Taluq Magistrate's Offices. While I was a pleader at the Taluq Magistrate's and the Revenue Office, the plaintiff was a Tahsildar. There are 10 or 17 tenants in Bijai property. When the defendant filed a suit against a tenant named Pinto four or five years back, I settled it as a mediator. I have delivered the property to the plaintiff. When the defendant asked such of the tenants as have sent (their amounts) by money-order, to pay the rent to the plaintiff, I was present. The amounts were sent by money-order 4 or 5 months after he said

so. To the best of my knowledge neither did the said tenants go to the plaintiff to deliver the rent nor did the plaintiff decline to receive it during this interval. The tenants have not told me to that effect. During the said four or five months' interval I did not see and speak to the plaintiff and the defendant. It was in the month of January or February 1895 that the money-orders were sent. I do not know the time when the rent should be paid. I am ignorant of any misunderstanding having taken place between the plaintiff and the defendant during the interval between the time when the defendant told (them) to pay the rent to the plaintiff and the time when the money-order was sent. I did not tell them that the plaintiff would not say that he did not receive, when he received, the rent, he is a respectable man, and that they need not pay for the money-order commission. Tenants known as Martin and Pinto are my relatives. I know of four persons having sent rent by means of money-order. I am not now a pleader. Formerly I used to pay a Municipal tax of 12 Rs. for my pleadership. It was at Balebail Potail's house that I attested the money-orders.

Read over to the deponent and admitted by him to be correct.

(Signed) I. Pinto.

Taken before me in open Court, this 31st January 1896.

(Signed) U. ACHUTAN NAIR,

Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 *of* 1895

10th witness for Plaintiff, being solemnly affirmed by Clerk, M. Narain Row, deposes as follows:—

My name-is Venkataraya Father's name—Krishnaiya; Age—51 years; Caste—Shivalli Brahmin; Profession—Magne Shanabhogue Kodiyal Tarf—Residence—Derebail village, Kodiyal Magne, Mangalore Taluq.

I know the plaintiff and the defendant. I know the Bijai land and its tenants. I have filled up money-order forms on behalf of the said tenants. I have filled up 7 or 8 money-order forms. It was in accordance with the desire of the said tenants that the money-order forms and coupens were filled up. Of the coupens now shown to me all excepting the first were signed by the tenants before me. Six tenants signed six coupens before me. I had written according to

the dictation of the tenants. The tenants related that they were paying the said rent to the defendant formerly and that the defendant asked them to pay the rent to the plaintiff since he had transferred to him (the plaintiff) the right, and title which he (the defendant) had in the said land, adding that they send (rent) by money-order thinking that they would not give it in the common way. One year ago the defendant had told me that he had made over the land to the plaintiff. Two years' rent was in arrears against the tenants. When I spoke to the defendant about it, since the tenants told me that the Mulageni might be affected if the rent be allowed to fall in arrears, he told me as above mentioned. The said tenants reside within the circle of which I am the Magne Shanabhogue, The plaintiff has paid the assessment of this year. The assessment of Faslies (1893) 1303 and 1304 have been collected from tenants. Before that, the defendant was paying the assessment.

Cross-examined:—To collect the tirva is the duty of the Potail and the Shanabhogue. It is mostly collected by the Potail. In cases of delay I sometimes go, attach (property) and collect it. In case of the assessment of Bijai property, an order had been passed for attachment and collection. I do not remember what year it was. I remember that it was in 1893, 94-95. I did not go for attachment of property. I had gone for an attachment in the said land. Since the tenants paid the money, I did not attach. I have not collected from the 1st defendant. I do not remember as to where it was that the tenants came to me and got their money-order (forms) written I remember that it was at the house of Balebail Potail.

Read over to the deponent and admitted by him to be correct.

(Signed) Venkata Raya.

Taken before me in open Court, this 31st January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 of 1895.

11th witness for Plaintiff, being solemnly affirmed by Clerk, M. Narain Row, deposes as follows:—

My name—is Jacob Pinto; Father's name—Juao Pinto; Age-about 44 years; Caste—Roman Catholic; Profession—Peon; Taluq Cutcherry Mangalore Residence—Kodi alBail village, Kodiyal Magne; Mangalore Taluq.

I am a tenant of Bijai property. I have now produced the receipt I received after I sent the rent to the plaintiff by money-order. I sent the rent by money-order, because I thought I may be put to troubles if I allow the rent to fall in arrears since the defendant was not receiving it. The defendant had said that he had transferred his right and title to the plaintiff. The plaintiff refused to take money and pass receipt. The plaintiff said that the property was not given to him under a lawful (deed). Consequently the money-order was sent. The coupen M contains my signature. I do not remember as to who wrote it.

Cross-examined:—I do not remember as to where it was written. I am a peon in Mangalore Taluq Cutcherry. I am the guard of mutton-club. It is Mr. Sturrocks who appointed me as a peon. At that time the Mangalore Tahsildar was the plaintiff. I thought of taking service in the Court. But, Mr. Sturrocks spoke to the plaintiff and had me appointed as a peon. Even now I am a peon. I possess the receipt I got every year for payment of rent. I do not remember of how many years. I possess the receipts I got after I obtained this land on rent. When I took the rent to the defendant, he told me not to talk much but to take it to the plaintiff. I did not talk anything. He said that he would not receive the rent and that he had given the land to the plaintiff. As there was a master for every two years and as no registered letter would be given to me, I sent (the rent) by money-order. I did not carry the rent to the plaintiff. I thought that paying the plaintiff and receiving from him a receipt and paying him through money-order and getting receipt, is one and the same.

Read over to the deponent and admitted by him to be correct.

(Signed) Jacob Pinto.

Taken before me in open Court this 31st January 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge,

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 of 1895.

12th witness for Plaintiff, being solemnly affirmed by clerk, M. Narain Rao, deposes as follows:—

My name is—Venkatramanacharya; Father's name—Narnacharya; Age—14 years; Caste—Shivalli Brahmin; Profession—Potail, Kadu etc., villages; Residence—Balebail village, Kodiyal Magne, Mangalore Taluq.

I am a Mulageni tenant of Bijai land. I have now produced the receipt I got from the plaintiff, having sent him the rent due by me, through money-order. The coupen P now shown contains my signature. Some tenants came to my house and said that the said land was then belonging to the plaintiff. Therefore, I sent the rent by money-order. That day, three or four tenants have sent money-orders. The money-order was written in my house. Before sending the money-order I did not ask the defendant whether the said statement was a fact.

Cross-examined:—I have been cultivating the Bijai land on rent for the last 10 or 20 years. During this time I have not sent any other rent by money-order than the one aforesaid. After the said money-order, I have not paid rent.

Read over to the deponent and admitted by him to be correct.

(Signed) Venkatramana chariya,

A. P. of Kadre &c.

Taken before me in open Court, this 31st January 1896.

(Signed) U. ACHUTAN NAIR,

Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 *of* 1895.

13th witness for plaintiff, being solemnly affirmed by clerk, M. Narain Rau, deposes as follows:—

My name is—Gabru Souza, Father's name—Jacob Souza, Age—48 years, Caste—Roman Catholic, Profession—Cultivation, Residence—Bijai village, Kodialbail Magne, Mangalore Taluq.

I am a Mulageni tenant of Bijai land. I have sent the last year's rent by money order. The defendant said that he would not receive the rent since he and the plaintiff were not in good terms and that the rent should be paid to the plaintiff. I sent it to the plaintiff by money-order. The receipt obtained on that account, I have now produced. I put in a Shrikara (mark). Coupen R. contains my Shrikara.

Cross-examined:—When the defendant told me so, Jacob Pinto was present. There was nobody else. I did not take the rent to the plaintiff. For many years past we used to get receipt from the defendant. It was sent to the plaintiff by money-order, as it was thought that it was better to rent it to the plaintiff with a public voucher than pay it in private.

Read over to the deponent and admitted by him to be correct.

(Mark) Shri.

Taken before me in open Court, this 31st January 1896.

(Signed) U. ACHUTAN NAIR,

Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 31st day of January 1896.

Original Suit No. 33 *of* 1895.

14th Witness for plaintiff, being solemnly affirmed by clerk, M. Narain Row, deposes as follows:—

My name is—Rozario Pinto, Father's name—Bastiao Pinto, Age—40 years, Caste—Roman Catholic, Profession—Contractor, Residence—Bijai village, Kodial bail Magne, Mangalore Taluq.

I am a Mulageni tenant of Bijai land. I produce the receipt I got for having sent my rent to the plaintiff by money-order. Coupen N. Contains my signature. I have made over the land to the plaintiff. The defendant told me to give him the rent. When he told me so, there was nobody present.

Cross-examined:—When the defendant told me so, I do not know whether he and the plaintiff were in good terms. It was 10 or 12 days before I sent the money-order that the defendant told me so. I think it may be six months since the money-order was sent. I do not remember it well. I did not take the rent to the plaintiff. As this person troubled me to give the rent to one man one year and another man another year, as I had no acquaintance of the plaintiff, and also as I doubted whether, if the rent be paid to the plaintiff, he would give or not give a receipt, I sent it by money-order. For the last 10 or 20 years I have been white-washing the Taluq Cutcherry, not Taluq Cutcherry but that of the Municipality.

Read over to the deponent and admitted by him to be correct.

(A mark of cross).

Taken before me in open Court, this 31st January 1896.

(Signed) U. ACHUTAN NAIR,

Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 6th day of February, 1896.

Original Suit No. 33 *of* 1895.

16th Witness for Plaintiff, Ceing solemnly affirmed by Ag. clerk, T. Mangesh Rao, deposes as follows.

My name is—A. P. Brito, Father's name—J. M. Brito, Age—60 years, Caste—Roman Catholic, Profession—Coffee Merchant, Residence—Mangalore.

The plaintiff is my younger brother. The defendant is the brother of the plaintiff's wife. The plaintiff and myself were together until we were divided in the year 1876 by means of an award. The plaintiff has been in Government employ even from before the award was given. The defendant has not been married. The plaintiff used to keep his earnings with Jacob Brito and mostly with the defendant. As the plaintiff had married the defendant's sister, he had much trust in the defendant. He was, therefore, mostly keeping his money with him. While the plaintiff was on Government employ in other places, such of his children as were attending school, used to residence in the defendant's house. The defendant had told me that he had invested the money paid to him by the plaintiff, in lands. Ten or fifteen days after the plaintiff was pensioned, he sent me to the defendant to tell him (defendant) that he should settle accounts of the money which was paid to him by the plaintiff, since the plaintiff thought of carrying on coffee trade. The defendant said that with his (plaintiff's) money he had purchased lands, that the deeds, letters and chits connected with them were in a box and asked me to take it with me. He told me that he had ordered the tenants not to pay the rent to him but to the plaintiff. I took the said box and gave it to the plaintiff. The box had been locked. The defendant gave the key to me. I gave the box and the key to the plaintiff, telling him the defendant's words.

Cross-examined—My appeal suit about the separation by partition worth 9 lakhs of rupees is now pending in the High Court. Excepting the property mentioned therein I have no other property. My minor children possess property given under their mother's will. As the administrator of the said will I conduct on behalf of the said minors a suit in the Mysore province against Ales Albuquerque and Salvador Brito.

I remember that the plaintiff has given me about 1,500 and odrupees for the purpose of conducting this suit. On this account, I have on behalf of the minors executed one deed for 500 rupees and pro-notes for the rest of the amounts. The plaintiff would not pay even

one pie without executing notes. It was for his safety that the plaintiff got notes to be executed. Four brothers have helped me in my daughter's marriage. The plaintiff has paid 500 rupees-paid to my daughter. The plaintiff's new house had been built. I conducted the said marriage therein. The plaintiff now and then used to pay money to the defendant after his marriage and before our award. I have sometimes seen him pay. I have heard the defendant say that it might come to 9 or 10 thousands with interest till the date of the award. I have not counted the money paid into the hands of the defendant. I, therefore, cannot say how much it was. I have once seen two sacks given. At another time the defendant had taken with him in the carriage 1 sack. This might have contained about 400 rupees. I do not remember as to what employment the plaintiff had at the time of marriage. While the plaintiff was Hazur Munshi, he had a pay of 50 rupees. Subsequently he was a Sub-Magistrate on Rs. 75. He was the Udipi Tahsildar. I do not remember as to when he become a Tahsildar. Under the award a share has gone to the plaintiff. The plaintiff and ourselves had much discussion as to the statement that it was much less than what he ought to have got. I remember that under the award about 7or 8 thousand rupees have gone to the plaintiff. It was on trust that the plaintiff paid money into the hands of the defendant. There was neither note nor letter (voucher) on the said account. I did not see whether the plaintiff kept any memorandum on the said account. I know only the payments of money made twice or thrice after I came here from Bombay. I did not open and look into the box which the defendant gave into my hands. I gave it to the plaintiff in the same way. It had not one foot. Except saying that the plaintiff might get genichits executed by the tenants, the defendant did not give letters etc., to the tenants. In my suit worth 9 lakhs, the eldest son of the plaintiff had helped me in writing and in taking down notes of witnesses' deposition.

Re-examined.—We had ancestral property. With its help we conducted trade. The plaintiff's share was given out the proceeds of the said trade. The plaintiff was not a share-holder in our trade. At the time of my daughter's marriage the defendant also has helped me with money. On account of the suit I have obtained some money also from the defendant without executing notes. Now I owe nothing to the defendant. What I obtained, I have paid back.

The above evidence was read over and admitted by him to be correct.

(Signed) A. P. Brito.

Solemnly affirmed before me in open Court this 6th day of February 1896.

(Signed) U. ACHUTAN NAIR,
Acting Subordinate Judge.

Translated by M. Shama Rau.

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HIGH COURT.

DOCUMENTS

IN

Appeal No. 134 of 1896.

To be heard on

Select documents in Appeal No. 134 *of* 96.

Applied for by Mr. K. N. Aiya for Petitioner.

C. M. P. No. 668 *of* 97.

Record No. 31.

To Warg Muli No. 30 of Yekkar Krishna Raya, situated in Kandavargrama, Bail Magane, Mangalore Taluk.

Receipt given by Manuel Lobo for payment of money on account of the assessment of the lands in his possession.

Month and date.	Who has paid.	For what Fasli.	Items.	Amounts. Rs.	A.	P.	Signature of Patel or Shanbhog.
Jany. 19.	Manuel Lobo ...	1296	On lands	12	0	0	Rupees 12. (Sd). Madhu Raya *Shanbhog.*
April 15.	Do. ...	Do.	Jamin (land) 7 6 11				
			Land tax ... 1 13 4				Credited to account.
			Village ... 0 11 9	10	0	0	Rupee 10. (Sd). Madhu Raya *Shanbhog.*
May 14.	Do. ...	Do.	On land	4	0	7	4 Rupees and 7 pies total.
			Total ...	26	0	7	Land road, village. 23-7-6, 1-3-4, 4-11-9. (Sd). Madhu Raya, *Shanbhog.*
							Credited to account.
Jany. 22.	Manuel Lobo ...	1297	On land	12	0	0	Rupees 12. (Sd). Madhu Raya, *Shanbhog.*
April 21.	Do. ...	Do.	Lands ... 6 6 11				
			Land tax ... 1 13 4				Credited to account.
			Village ... 0 11 9	9	0	0	Rupees 9. (Sd). Madhu Rao, *Shanbhog.*
May 14.	Do. ...	Do.	On land	5	0	7	Rupees 5 and pies 7 total.
			Total ...	26	0	7	Land road village. 23-7-6, 1-13-4, 0-11-9. (Sd). Madhu Raya, *Shanbhog.*

Month and date.	Who has paid.	For what Fasli.	Items.	Amounts.	Signature of Patel or Shanbhog.
	Given by Nicholas Brito to Manuel Lobo for Jamabandi of Fasli 1304;				
				Rs. A. P.	
March 30	Paid by Nicholas Brito for the said Lobo.	1304	For lands etc. ...	14 0 0	Rupees fourteen paid. (Sd). Lakshmi Narnappaya, *Shanbhog.*
April 18	Do. ...	Do.	Do. ...	12 12 4	Rupees twelve annas twelve and pies four paid.
			Total ...	26 12 4	Credited to Government account. Rupees twenty-six, annas twelve and pies four. Sd) Lakshmi Narnappaya, *Shanbhog.*

IN THE SOUTH CANARA SUBORDINATE COURT.

Regular No. 33 *of* 95.

Nicholas Brito ... ... *Plaintiff.*

versus

M. S. Brito ... ... *Defendant.*

Plaintiff presented on 14—8—95.

(Signed) N. Shiva Rao,
Pleader.

Translated by K. Vittal Rau.

Record No. 580.

Receipt executed in payment of mortgage debt on the 15th June 1886 to Manuel Lobo, son of Lawrence Prabhu, a Roman Catholic, living in Attavar Grama, Kodial Magane, Mangalore Taluk, south Canara District, by Krishnayya, Sub-Court clerk, aged 54 years, a Saraswath Brahmin, and living in the said Magane, Kasba, Mangalore Town. It is as follows:—One estate of Padma Setti Warg having an assessment of Rs. 84-12-0 on Muli No. 38, and situated in Attavar Grama, Kodial Magane, Mangalore Taluk and within the limits of the Mangalore Sub-District, South Canara District, as estate of Belagal Chandappa Shetti warg having an assessment of Rs. 21-0-0 and situated in the above mentioned Grama of muli No. 29, with the buildings on them being mortgaged by Anthony Francis Delog Noronha living in the said Attavar grama and as you had ageed to pay me principal and interest in fulfilment of the mortgage-deed executed on 21st October 1881 and registered under No. 1921 of 1881 and as the estates and buildings being given to you, under mortgage by the said Noronha on the 27th March 1883, you, under the document registered under No. 493 of 83, having paid me interest at 8 per cent. on the amount of Rs. 10,000 (ten thousand) up to 9th December 1885 and Rs. 5,091-1-9 out of the amount of Rs 10,000 and besides having received before this from me a registered receipt for the amount and as you have paid me in cash this day Rs. 4,903-14-3 the remaining balance out of the principal, with interest of Rs 201-13-0 at 8 per cent. for the period of 6 months and 5 days from 10th December 1885 till now, total Rs. 5110-11-3 (Rupees five thousand one hundred and ten, eleven annas and three pies), I have given up my right regarding the mortgage. Nothing is due to me hereafter with reference to this mortgage, I shall have to give you not only my mortgage deed and the 4 documents that came together with this document after getting them from the Mangalore Munsiff's Court where out of these, the 1st, 2nd and 3rd documents were presented in connection with the suit, Regular, original No. 91 of 85 but also I have given to your charge with this document 4 other documents. And the boundaries of the said estates are as described in the sale-deed registered underNo. 202 of 1880. For the document thus executed.

(Signed) Manjeshevar Krishnaya.

Witnesses for the above.

(Witness).

(Signed) Pejavar Subba Rao,
Pleader.

Witness.

(Signed) G. W. Mascarenhas.

Witness

(Signed) J. P. D'SOUZA.

This receipt was written by Anantayya, Shanbhog of Mogar Tarf and residing in Mangalore Town.

(Signed) G. VENKAT RAO,
Ag. Registrar.

Translated by K. Vittal Rau.

Record No. 59.

Receipt for payment of the mortgage deed of immoveable property dated 3rd June 1882 given to 3 persons Martin Coelho aged 29 years, Jacob Charles Coelho, aged 27 years and Anthony Francis Coelho, aged 26 years, who are sons of Lawrence Coelho, a Roman Catholic living at Palanir Attavar grama, Kodial magane, Mangalore Taluq, by Lawrence Lobo, District Court Vakil, aged 27 years, and son of Francis Lobo, a Roman Cotholic and living near the Nandi Guddey road of the said grama. The details of this is as follows :—

The garden—ground having an assessment of Rs. 2-2-1 under the warg of Babije Prabhu the name of your ancestor, and situate in Attavar Grama, Kodial magne, and belonging to Mangalore Sub-District and a tile-roofed ceiling house situated in the same and lying in Palanir Street and other houses belonging to it were mortgaged to me for Rs Rs. 1,500, and a mortgage deed was executed on 6th July 1881 according to which the principal of Rs 1,500 with interest up to date amounting Rs. 147-8-0 total Rs. 1,637-8-0 is due to me. And as Anthony Francis Coelho, one of you, has mortgaged the same for Rs 2,500 to Manuel Lobo who out of that amount has on your behalf paid me Rs. 1,637-8-0 (Rupees one thousand six hundred and thirty-seven and annas eight) which amount I have received. Hereafter the principal and interest as stated in the said mortgage deed are not due to me from you. Therefore I have released from my mortgage the land and the buildings. This is the receipt of payment for the mortgage deed of immoveable property of which the boundaries are as given on pages 65—66, No. 20, Vol. I of South Canara Registrar's Office where under No. 1225 the above mentioned mortgage deed was registered on the 6th July 1881.

(Signed) Lawrence Lobo.

Witness.—D. Vaz.

Witness Sashihatla Mahadava living in Mangalore Town. This receipt is written by Nadakarni Ananda Rao, Vakil, Mangalore District Munsif's Court.

Translated by K. Vittal Rau.

Record No. 60.

Receipt.

Receipt given to Anthony Francis Coelho, son of Lawrence Cœlho living at Palanir, Attavar grama, Modial Magane by Andrew Fernandez son of Manuel Fernandez living in the said Attavar grama dated 3rd June 1882 is as follows :—

The amount of Rs. 696-14-4 according to details given below, including the cost of the execution of decree due to me by you under judgment given in Suit No. 331 of 1881 filed in the Mangalore district Munsiff's Court against you and your elder brother, Martin Coelho, which has borrowed by you from Manuel Labo has been received by me. Hereafter nothing is due to me under the said judgment. I shall make a separate application on the 5th day of this month to the Mangalore Munsif's Court mentioning the fact of payment of this amount for which this is the receipt given.

Particulars of the amounts.

		Rs.	A.	P.
I.	Amount according to plaint	563	12	0
II.	Interest at 12 per cent. for it from the date of the plaint 25-10-81 till now for 7 months 8 days	40	11	3
III.	My costs in Court	76	11	5
IV.	Interest at 6 per cent. on that amount from the date of judgment 23-12-81 up to this time 5 months and 10 days... ...	2	0	9
V.	Cost of execution of decree No. 165 of 82	3	6	0
VI.	Value of stamp paper for a copy of decree plus fees	1	4	4
VII.	Value of stamp for Amaljari arzi (application for execution of decree) filed in last April	0	8	0
VIII.	One-fourth amount of vakil's fees for execution of decree...	8	8	7
	Total Rs.	696	14	4

× (mark of) Andrew Fernandez.

Witnesses for the above.

Witness.—

Nadakarni Ananda Rao, Mangalore District Munsif's Court vakil.

(Signed) S. Fernandez, this English signature is the writing of Salvador Fernandez, son of Andrew Fernandez.

(Signed) S. Vas. Falanir Street Mangalore.

Witness.—

This receipt is written by Sashihitla Mahadevaya living in Mangalore Town.

(Here enter corrections).

(Mark of) Andrew Fernandez.

Witnesses on this account.

Witness.—

(Signed) S. Fernandez. This English wirting is that of plaintiff, Andrew Fernandez's son Salvador Fernandez.

Witness.

Nadakarni Ananda Rao, Mangalore Munsif's Court vakil.

The writer of this receipt is the said Sashihitla Mahadevayya living in Mangalore Town.

Translated by K. Vittal Rau.

Record No. 61.

Mulageni chit (deed of permanent lease) dated 29th July 1882 executed to Zemindar Manuel Lobo, a Roman Catholic and son of Lawrence Prabhu, and aged 39 years, living in Attavar Grama, Kodial Magane, Mangalore Taluk, by Manuel Souza, of agricultural occupation son of Gaswar Souza and aged 45 years, of the same religion; living in Bijaji, Kodialbail Grama, of the said Magane is as follows.—

You have obtained and possessed by a sale-deed from Anantakrishna Rao livingin Katpadi Grama, Nidambur, Magne, Udipi Taluq, a Kumaki (auxiliary) land which is Warg of Muli No. 61, situated in KadialbailGrama, Kodialbail Magane, of Mangalore Sub-District South Canara District having a beriz of Rs. 4-1-7 and is obtained by you by sale; (for which land) the said Krishna Rao having given a darkhast agreement on the 12th June of this year, obtained it by darkhast from Government. Out of this land, I obtain from you on this day on Mulageni (permanent lease) an open ground having the undermentioned boundaries. The rent agreed to be paid by me to

you is as follows.—Rent of Rs. 2-3-6 (Rupees two annas three and pies six only) in cash per year for 5 years from the next year Swabhanu (A. D. 1883) to the year Sarvajithu (A.D 1887) and rent of Rs. 11-1-6 (rupees eleven; anna one and pies six) in cash per year from the next Sarvadhari year (A. D. 1888) shall be paid by me to you by the end of December of every year and receipt shall be obtained by me from you. I shall make improvements in the said land and I and my descendants in succession shall enjoy it. I shall add interest at 12 per cent to the rent falling in arrears to the date of payment and pay the amount. There is no reason either for you to demand a rent higher in amount than that above described or for me to say that the rent should be less. If I wish to sell my improvements on the said land, I shall sell them to you for a reasonable price. It shall be for the purpose of the land taken by me on mulgeni that I shall use one fourth quantity of the water on the rock situated in the garden which John Pinto got from you on Mulageni and which lies to the north of this garden, if I pay the said Pinto one fourth of the amount that may be spent by him in improving the water or in sinking a well. I shall give the right of way through my land to Jurni Monterio who has received on Mulgeni from you a land situated on the north of this land if the said Monterio comes to take water out of the water situated on the said rock for (his) said land. Description of boundaries for the purpose of the Mulgeni chit thus executed:—On the east, the wall of the estate, Warg No. 61; On the south, the land leased by you to Rozario Pinto on Mulgeni; On the west, land extending for 22 yards from the line drawn from the middle part of the public road; On the north——the land taken by Journi Monterio from you on Mulageni lease, the open land is placed with in these boundaries.

Mark of Manuel Souza.

Witnesses for the above.

Witness.

Andrew Lobo of Kadri

Michael Monteiro;

This is the English signature of Michal Monteiro now living in Andrew Monterio's land.

The writer of this Mulgeni chit is Lawrence Vaz.

Translated by K. Vittal Rau.

Bijayi land
22 June 1875

Record No. 62.

Mulageni chit dated 22nd June 1875 to Bapu Saheb a Mahomedan son of Murdeshwar Vag Hamad Saheb, and living in south bazaar of Udipi Shivalli Magane, Udipi Taluk, South Canara Dtstrict and following the occupation of trade—executed by Porsha Kampti son of Mathi as Kampti, a Roman Catholic whose occupation is agriculture and is living at Bijayi Kodial Grama, Kodial Magane, Mangalore Taluk :

As the original Mulageni chit (deed of permanent lease) of the estate containing garden, buildings and everything else which I was enjoying on Mulageni and which has the undermentioned boundaries, and which (estate) is part of the estate having a beriz of Rs. 75 8-0 under Warg named Bibi, Muli No. 61, situated in Bijayi Kodialbail Grama, Kodialbail Magane, Mangalore Taluk, Mangalore Sub-District of south Canara Registration District, is lost, you in compliance with my request to you to execute a different Mulageni chit, have this day, executed a Mulageni chit. I shall pay from this Yuva year, (1875 A. D.) the fixed rent of Rs. 48-0-0 per year including road cess before the end of March of every year and get your receipt and I and my descendants shall make improvements and enjoy the estate. While thus the rent is paid, neither you nor your descendants have any reason to demand a rent that is more than this or to say that the estate must be given up. If the rent thus fixed not being paid within the term of payment is kept in arrears by any amount, I and my descendants hold ourselves responsible for payment of the amount thus in arrears plus interest at 12 per cent. from the date for payment. If in future either road-cess or anything else be levied on the estate, I and my descendants shall be responsible to pay you the tirva amount in proportion. Such is the executed Mulageni chit.

Boundaries of the said estate.

1. *On the West.*—from the channel, and the wet lands of this same Warg, in Sadasiva Upadya's possession to the wet lands of Gundu Rao.

On the North.—From the wet lands of this Warg in Sadasiva Upadya's warg and the small channel lying near the well.

On the East.—The embankment in Lawrence Prabhu's possession.

On the South.—The big ridge in Lawrence Prabhu's possession.

The area within these limits is 2 bail field plots of 1½ muras seed area; Majlu field plot 1 of 2 seers seed 2 area.

2. *On the West.*—From the big channel.

On the North.—From the wet lands of this Warg, in Pitla Bai's possession to wet lands in the possession of Sadashiva Upadya.

On the East.—The wet lands in Sadasiva Upadya's and Pitla Bai's possession.

On the South.—The ridges of the wet lands of Gundu Rao.

Also the 5 bail field plots with ½ mura seed area and other trees also.

3. *On the West.*—Land of this Warg, in the possession of Munda.

On the North.—From the wet lands in the possession of Munda and Lawrence Prabhu to the well.

On the East.—From the embankment of this Warg, in the possession of Jacob Naik and Domingo Naik.

On the South.—From the Nagabana (serpant's grove) to the wet lands in Munda's possession.

4 bail field plots of 1 Mura seed area; and trees also come within these limits.

4. *On the West.*—The hill.

On the North.—The house site in Tyampu Sett's possession.

On the East.—The embankment.

On the South.—The ground, now in the possession of Sobu Bai once a tenant of this Warg.

Within these limits, garden and house—site of 2 mura seed area; 4 Bettu Kolanjis of 4 seers seed area; and house, cow—shed etc.

5. *On the West.*—The channel.

On the North.—The channel.

On the East.—Embankment of lands of this warg now in Munda's possession.

On the South.—Land of this Warg; now in Jacob Naik's possession.

Within these boundaries a garden of 3 seers seed area; the estate is as here described.

As it was by mistake that the beriz of this estate was written Rs. 75-8-0 instead of Rs. 78-1-8, no one should be a loser thereby.

× Mark of Parsa Kampti.

Witnesses On this account.—

Witness

Jooji Moothi, son of Kodialbail Juvav Moothi.

Witness

A signature in Hindustani characters of Hassan Sahib, son of Bhatkal Moresham Abbu Sahib living in Mangalore Kasba.

(Signed) J. M. Curray. This English signature is that of Jacob Manuel Curray ; son of Francis Curray. living in Bijayi.

Witness

A mark of Pasku Kampti son of Saley Kampti. This is Panambur Venkatasubbaraya's handwriting.

Here enter corrections. Dated 24th June 1875.

A mark of Parsha Kampti.

Witness

(Signed) J. M. Curray. This note was written by witness Panambur Venkatasubbaraya.

(Here enter registration endorsement).

Translated by K. Vittal Rau.

Record No. 63

Bijaland 22 June 1875

Mulagenichit executed on the 22nd June 1875 by Bapu Saiba son of Murdeshwar Vag Hammad saiba, trader by occupation, Mahammadan by religion, residing at Udipi Badagapet, Kasba village of Shivalli Magne, Udipi Taluk, South Canara to Lores Prabhu son of Mathes Prabhu, cultivator by occupation, Christian by religion, residing at Bijai Kodiyalbail village, Kodiyal Mageni, Mangalore Taluq, is as follows :—

Since the former Mulgenichit was last which (you) were enjoying on mulgeni the land, bagayet etc comprised within the undermentioned boundaries and forming part of the property paying a beriz of Rs. 75—8—0, bearing warg registered in the name of Kulsam Beebi, muli No. 61 of Bijai in Kodiyal bail village, Kodiyal Magne, Mangalore Taluq, Sub-District of Mangalore, South Canara District, which I am enjoying, having obtained on the same purchase from Kadri Beebi daughter of the said Beejaikulsam Beebi, and since you consequently requested me to execute to you another mulagenichit, I have executed to you this mulagenichit. Paying me by the end of March each year from this year forward Rs. ten and annas five (Rs. 10—5—0) being the rent fixed on this property per annum inclusive of the road cess, and obtaining receipt from me therefore, you and your descendants will enjoy the said property from generation to generation effecting

therein improvements. While you enjoy it, paying rent as aforesaid, neither I nor my descendants shall have any reason either to claim more rent than this or to ask you to deliver the said property etc. Should you allow the rent fixed to fall in arrears to any extent without paying the same by the expiry of the due time of any one year, you and your descendants shall be bound to pay me such amount as falls in arrears with interest thereon at 12 per cent. calculated from the said due date till payment. Should, in future, any assessment such as road cess be charged on this property, you and your descendants shall be responsible to pay it to me proportionately. To this effect also is the Mulagenichit executed.

Boundaries of the said property.

1. To the west of the big drain ; to the north of the ridge of the field under Poresha Kamti's enjoyment; to the east of the wall of the bagayet ground under Kaitan Shanubhogue's enjoyment, attached to this Warg, and also of the tank and Kattapuni (embankment) to the south of the ridge of the field ; under Porsha Kamty's enjoyment : comprised within these are 4 Bailu field plots sowing ¾ mura, and also the bagayet situated on the western Kattapuni.

2. To the west of the drain and the field cultivated by Porsha Kamti; to the north of the Kattampuni under Sadashiva Upadya's enjoyment; to the east of the drain; to the south of the Kattapuni attached to the 1st set of boundaries : comprised within these are bagayet and Kattapuni measuring from south to north 100 yards. The property bears this description. Instead of writing Rs. 78-1-8 to be the beriz of this property it has been by a slip of the pen written above that it is Rs. 75 8 0. It (the wrong entry) should not harm either party.

(Signed) Vag Bapu Saiba.

Witnesses.

(Signed) Juje Mothi son of Kodiyalbail Juao Mothi.

(") Hussan Saiba son of Bhatkal Nothisam Abbu Saiba residing at Kasba Mangalore.

(") J. M. Curray, (Jaki Manuel Curray, son of Francis Curray, residing at Bijai).

(Mark of) Sale Kamti son of Pasku Kamti residing at Bijai. Written by Panamboor Venkata Subbraya.

(Here enter registration endorsement).

Translated by Shama Rau.

B. Bijai Land
13 July 1877

Record No. 64.

Mulagenichit executed on the 13th July 1877 to Bapu Saiba son of Murdeshwar Vag Hamad Saiba, trader by occupation, Mohomedan by religion, residing at Badagapet, Kasba village of Shivalli Magne, Udipi Taluq, South Canara, by Shimao Pinto son of Inam Pinto cultivator by occupation, Christian by religion, residing at Bijai, Kodiyalbail village, Kodiyalbail Magne, Mangalore Taluq, is as follows.—

Having settled the annual rent at rupees fourteen and annas fifteen (Rs. 14-15-0) as per the Mulageni Edruvallichit (counterpart Mulagenichit) you executed to me, I have this day obtained from you on Mulageni the land, bagayet buidilngs etc. comprised within the undermentioned boundaries, out of the property paying a beriz of Rs. 73-1-8 bearing warg standing in the name of Kulsam Beebi, Muli No. 61 of Bijai, Kadiyalbail village, attached to Mangalore Sub-District, South Canara, which you enjoy by right of purchase. Hereafter I and my descendants shall from generation to generation enjoy the said property effecting therein improvements, paying you the abovementioned rent by the end of March of each year from this year forward and taking receipt from you therefor. While I thus enjoy it, neither you nor your descendants shall have any cause either to claim more rent than this or to ask me to deliver the said property. Should I make default in the payment of the fixed rent within the expiry of the due time of any one year, I shall pay such balance amount with interest at 12 per cent from the due date. I have no right to fell any of the trees now standing in this property. If the trees die you shall carry them. Should I fell any of the trees or spoil the buildings—both with regard to such loss and to the balance of rent, if I allow it to fall in arrears, with interest thereon, the improvements I effect in this property are responsible. I am bound to pay you such amount on liability of the said improvements. Since the abovementioned rent was fixed with the inclusion of road cess, should in future any tirva such as road cess be charged on this property, such tirva amount I am responsible to pay you according to proportion. To this effect is the Mulagenichit executed.

Boundaries of the said property.

1. To the north of the boundary stone of Dumaga Pinto's ground; to the west of Andru Pinto's Kattapuui or embankment; to the south of Dumaga Pinto's ground, to the east of Rasina Bai's plot of ground comprised within this one plot sowing ¼ mura.

2. To the west of the wall of Naga bana; to the south of the Todu or channel adjoining Gundu Row's plot of ground; to the east of Salappa Shetti's ground and also Jacob Pinto's ground; and to the north of the boundary stones and the ridge of Dumaga Pinto's plot

of ground: comprising within these are 1 bagayet ground sowing about ¾ mura having 1 vate tree 5 jack, 1 palm and 18 fruit bearing cocoanut trees with 7 plants, 1 field—plot sowing mura ¼, 1 cow—pen——excepting the 3 western garden grounds and building—the remaining buildings.

3. *East, South, West and North.*—

Dumaga Pinto's Mulgeni ground; comprised within these is a plot sowing about 4 seers, with a house, Court yard *etc.*

(Mark of) Simao Pinto.

Witnesses

(Signed) Duminga Pinto.

(Mark of) The said Bijai Jacob Pinto.

(Signed) Golikatte Hanif Saiba.

(") Devappa son of Karkal Raman Aiya residing at Mangalore Town.

Written by Panambur Venkatasubbaraya.

(Here enter registration endorsement).

Translated by M. Shama Rao.

Record No. 66.

Bijai Land
24 June 1875

Mulgenichit.

Mulgenichit executed on the 24th June 1875 to Bapu Saiba, trader by occupation, Mohomadan by religion, son of Vag Hamad Saiba, residing at Udipi Badagapet, Kasba village of Shivalli Magne, Udipi Taluq, South Canara, by Pedru Shanabhaga son of Frances Shanabhaga cultivator by occupation, Christian by caste, residing at Bijai, Kodiyalbail village, Kodiyal Magne, Mangalore Taluq, is as follows:—

In respect of the property under my enjoyment, comprised within the undermentioned boundaries out of the land which pays a beriz of Rs. 73-1-8 bearing Warg known as Bijai Kulsam Beebi, Muli No. 61 of Kodiyalbail village, Kodiyal Magne, Mangalore Taluq, attached to the Sub District of Mangalore, South Canara and which you enjoy, having purchased the same from Kadri Bee, daughter of the aforesaid Kulsam Beebi—you had brought against me a suit as per No. 298 of 74 on the file of the Mangalore Munsit's Court. In connection with this suit compromise having been now effected between

you and me in presence of gentlemen, I shall hereafter enjoy in accordance therewith the said property comprised within the undermentioned boundaries on Mulageni. from generation to generation shall pay you annually the fixed Mulgeni amount of Rs. 6 and the road cess amounting to annas 3—thus Rs. 6-3-0 in total—by the end of March of each year and shall take receipt therefor. Should there be default in payment of the rent by the said due date I shall pay the saidMulgeni amount with interest thereon at 12 per cent. on the liability of the improvements.You shall not ask (me) either to deliver up the said plot of ground or to pay more rent. Should any tirva such as road cess be hereafter charged on this property,I and my descendants are bound to pay you the said tirva proportionately. To this effect also is the Mulagenchit executed.

Boundaries of the said property.

East :—Wall ; *West* :—big Todie (channel) ; *North* :—wall of Loka Naika's garden ; *South* :—drain for water from the hill: everything comprised within these—bagayet ground sowing 2 muras and also buildings.

(Mark of) Pedru Shanabhaga.

Witnesses.

(Signed) J. M. Curray (Jaki Manuel Curray, son of Frances Curray, residing at Bijai).

(") Juam Shanava (son of Babule Shanabhaga residing in Balebail village).

(Mark of) Salva Kamti, son of Pasen Kamti, residing at the said Bijai village.

Written by Panambur Venkata Subbraya.

(Here enter corrections and the registration endorsement).

Translated by S. Shama Rao.

Record No. 67.

For Fasli 1305.

Month and date.	Who paid, if not the Kudthalavar, and for whom ?	For what Fasli.	Items.	Amount. Rs.	A.	P.	Signature of Potail and Shanubhogue.
1	2	3	4	5			6
January ... 14	Niclam Brito Prabhu for Manuel Lobo	1305	Land etc.	26	12	4	Collected rupees twenty six, annas twelve and pies four. Purnaiya, *Ag. Shanubhogue.*

Translated by M. Shama Rau.

Kanara Sanad 1895

100

No. 14.

Records No. 68.

Kulsam Beebi's Warg, 61.

Receipt paid to Kudthaladar, Manuel Lobo, for payment of money for the assessment of lands in Kodiyalbail village, Kodiyal Magne,
Mangalore Taluq, South Canara.

For Fasli 1305.

Month and date.	Who paid if not the Kudthaladar, and for whom?	For what Fasli.	Items.	Amount.	Signatures of Potail Shanubhogue.
1	2	3	4	5	6
January 17	Niclam Brito	1305	Land tax and cesses ..	Rs. A. P. 93 12 0	
	Amount collected is Rupees ninety three and annas twelve.				
	(Signed) D. Narayana Rao, *Ag. Shanabhogue.*				

Translated by M. Shama Rao.
Exd. by K. Venkatachari.

1895

PRINTED BY G. C. AND CO., SCOTTISH PRESS, MADRAS.

Select documents in Appeal No. 134 *of* 1896.
Applied for by the Hon'ble Mr. C. Sankara Nair for Appellant.

Exhibit Y.

At the time of partition some property was left out. We gave a letter to Manuel Lobo (I and Antony) saying it was purchased out of borrowed capital so far as I recollect. He said he had borrowed the money from Mr. Brito. He said they were his own acquisitions and had been purchased out of borrowed capital. He asked for the letter and it was to him we gave it. I don't know the particulars of my brother's (Manuel's) will at all. People say that he has bequeathed everything to the *Jesuits*. I have never told Alreo (*sic*) anything about this will, but it was he who told me. I asked him to see his petition and he showed it to me. Then I first saw this statement that Manuel Lobo had bequeathed this property to the Tahsildar's children. Before that, I can say on my honor I did not at all know of the fact.

MANGATORE, 31-12-92. (Signed) V. A. BRODIE, *Ag. Collector.*

2-1-93. *Re-called* :—The lands excluded from partition were those now in question. There may have been others, but these 3. I remember I have seen Manjappa Shetti's land, and would value it now at Rs. 18,000 as the arrival of the survey has caused a fall in the value of land. Fanton Coelho's house is a very old one. The garden too is low, so, I would not pay more than Rs. 3,000. The *Bijar* land is all held on Mulgeni. Its value is about Rs. 4,000. I was at the Agricultural College at Saidapet. I am now in the Collector's Office. My brother Manuel has no employment.

Cross-examined :—I have married the daughter of Mr. Brito's sister. My brother Manuel bears me ill will, but I have no ill feeling towards him. This every one knows. I was a witness for Barkara Tellis in the Coelho case. There is a will case now going on in our family. I and Antony Lobo contend that this will is genuine. Whether the will is a forgery or not, does not affect us as we are governed by the Hindu Law seeing that the youngest of us was born before 1865. I have been hearing ever since he made his

will that my brother Manuel had left his property to the *Jesuits*. Mr. Alreo (*sic*) has spoken to me several times (3 or 4 times) about this case. When people ask me what Manuel has done with his property, I always say that I don't know, but that it is said he has left it to the Jesuits. The last occasion that I and my brother Manuel has discussed our affairs was just before my wedding—3 years ago. He did not attend the wedding. I did not insist on these properties being included in the property to be divided. Before I went to Madras about 1881, I heard from my father that Manuel had received some money from the Tahsildar. He only said, some thousands. If he gave this figure I can't recollect it now. My brother Manuel borrowed during my father's lifetime rupees 2,000 for my uncle Mathes Prabhu. My uncle complained to me of the fact that the receipt was undated. That was borrowed as he and my father and A. P. Lobo, were jointly interested in Abkary contracts and purchasing lands. I don't know whether the above money was borrowed for the above business. Mr. Alreo told Mr. J. L. Fernandez that he was going to summon me and I supposed I was summoned at the instance of Mr. Alreo when I came here. I don't recollect who wrote the letter to Mr. Manual Lobo about these properties. I don't know who drafted either the partition deed or the letter. Lawrence Lobo was not present when I signed the letter. I don't remember if the Tahsildar's son was present. Most of our relatives were against us about the partition, and I was asked by my eldest sister *Topamber* against Antony. It was not the Tahsildar and Lawrence Lobo who brought about the partition, but our cousin S. M. Tellis. I can't say if in the letter it was said who the money was borrowed from. My impression is that the properties were not specified, but the wording was that all that was not included was excluded as acquired by borrowed funds. I don't know why the properties excluded were not mentioned in the partition deed as my brothers Manuel and Antony did every thing.

Re-examined:—The letter was delivered to Manuel Lobo, and the Tahsildar was not present. I have been at Mr. Alreo's house, and he has been at mine since the Coelho case. I was summoned suddenly by this Court.

V. A. BRODIE,
Ag. Collector.

2—1—93.

Exhibit V.

Mangalore, 12th December 1892.

To

V. A. BRODIE ESQ.,
Ag. Collector,
South Canara.

HONORED SIR,

In obedience to your Honor's proceedings, dated the 3rd Instant, directing me to submit an explanation with regard to certain accusations preferred against me by Mr. C. S. M. Abreo, I beg to lay the following facts for your Honor's kind and mature consideration believing that the same will not only amply vindicate my character so unjustly and with the most venomous and unscrupulous malice attacked by Mr. Abreo, but will also place my career as a public servant above all the attempts at vilification now made by my enemies.

2. Before proceeding to answer those accusations, I beg leave to submit that so great is the malice that Mr. Abreo bears against me that he has even made himself bold to insinuate in his petitions that not only lands were acquired by me and not shown in the returns, but that it is even doubtful whence I got money for their purchase. I beg to enclose a statement* which would show what my savings have been at different periods of my career up till 1883 as a Government servant. Economy has always been my principle and practice from the very commencement of my career; and fortunately I have not been addicted to expensive vices of drinking and the like. In 1864 I married the daughter of Mr. Lawrence Prabhu, who, as is well known, amassed his wealth by means of strict economy; and my wife besides being very economical like her father, helped me by inducing her brother Mr. Manuel Lobo to accept at a profitable rate of interest part of my savings. Besides from 1867 to 1881 I was serving out of Mangalore; and during the greater part of this time my children were brought up and educated in their maternal grandfather's house. My brothers too, who were then very prosperous traders, occasionally made me and my family presents of

* Exhibit I.

clothes and other necessaries; and all this help contributed for the laying by of nearly all my earnings, and investing them (1) with my brother Mr. J. M. Brito, who promised to pay 10 per cent. compound interest; (2) with Messrs. A. J. Saldanha & Sons; and (3) with my brother-in-law Mr. Manuel Lobo, until my transfer to Mangalore in June 1881. My account with my brother Jacob is so far as it related to my savings advanced to him, was closed in 1881 after my transfer to Mangalore, and those with Messrs. Saldanha & Sons in 1883; but the portion of my savings which in 1881 had amounted with interest to about Rs. 15,500 in the hands of Mr. Manuel Lobo was allowed by me to remain with him, as he has always been a loving brother of my wife, and himself being a bachelor, possessed of much property, it was to my interest that he should continue to retain my savings in his hands so as to induce him to always evince great interest in my family. Besides the savings in the hands of my brother Mr. J. M. Brito, which in 1881 had with interest amounted to about Rs. 15,900 and odd, he had also passed a Pro-note in my favour for Rs. 14,000 on the 10th July 1877. This Pro-note was executed in settlement of all my claims on our family estate, about the partition of which there had been disputes eventually referred to the arbitration of Mr. John Ball, the then Dy. Collector of this District, whose award however, being too partial towards my brothers, I prepared to apply to have it set aside, whereupon my brother Mr. J. M. Brito intervened and took over all the property allotted to me by the award, giving me the Pro-note in question, and I then put in petition No. 407 of 1887 before the District Court accordingly. This transaction was settled in 1886.

3. The statement enclosed does not take into account my income as a Sub-Registrar at Karkal (an office I held for a year and three months, concurrently with my Dy. Tahsildarship) of which I do not possess any particulars now, nor the investments on Wargs Nos. 6 and 28 out of the Ulaibettu land which merely represents the dowry of my wife.

4. The following statement dealing with specific charges I am required to answer will now, I hope, place facts in a clear light.

I. *Wargs Nos.* 22, 35 *and* 57 *of Kannur village.*—Th first question is whether Wargs Nos. 22, 35 and 57 of Kannur village were acquired by me in 1880, or earlier than 1884? I declare that these Wargs are now my property. They were purchased by my brother Mr. J. M. Brito in 1880 for Rs. 16,000. Mr. J. M. Brito enjoyed the land for his own benefit from 1880 to 1884. In 1881, on my transfer to Mangalore, my brother Mr. J. M. Brito squared up his accounts of my savings with him (vide letter of my deceased eldest brother *Mr. P. L. Brito who died in 1881, dated 11th October 1879 submitted for kind perusal) and being found indebted he offered the land to me for that value. But as I then preferred to have my own cash, rather than the land, I did not accept his proposal. On the other hand, he pleaded inconvenience in making immediate payment in cash as I wanted, and continually asked for time. In 1884, however, being apprehensive of limitation, I told my brother that I could not bear to delay longer, when he again pressed me to accept the land in lieu of my money. Not being willing to sue him and incur his enmity, and disgrace the family as it would popularly have been thought, and also considering his then circumstances, I had no other alternative but to accept his proposal, and accordingly accepted the Kannur land. Thereupon, *i. e.*, in 1884, my brother put me in possession of the land and completed the transaction by handing over to me its title-deeds; and the tenants (*i. e.*, such of them as held on Chalgeni, the majority being Mulgeni tenants) executed at our instance registered leases in my name. The land has been in my exclusive possession as my property from 1884, and I declare that I had no interest in it till that year.

* Exhibit II.

(*a*). The land in question, *i. e.*, Wargs 22, 35 and 57 of Kannur village, was the property of Mr. J. A. Aranha, whose wife is the cousin-sister of Mr. J. M. Brito; and the land had been advertised for sale in satisfaction of a debt due by Mr. J. A. Aranha to the Roman Catholic Bishop for about Rs. 12,500. My brother Mr. J. M. Brito who was a close neighbour and relative to Mr. Aranha was, I believe, pressed upon by Mr. Aranha to come forward for help, and with a view to extricate the family from difficulty, I under

stand that my brother Mr. J. M. Brito dearly purchased the land for Rs. 16,000.

(*b*). As to the proceedings regarding the transfer of Kudtala of the said Wargs from which Mr. Abreo seeks to draw inferences prejudicial to me in para 11 of his petition of the 9th November last, the simple facts (appearing from the records already sent in obedience to your Honor's Order No. 475 of the 6th Instant) are that on the date on which my brother Mr. J. M. Brito purchased the property, namely, on the 8th July 1880, he and his vendor. Mr. J. A. Aranha applied to the then Tahsildar Mr. Balkristappa for the transfer of the Kudtala to my brother's name. Mr. Balkristappa referred the application to the Kannur Shanbogue for report which the Shanbogue submitted after my transfer to Mangalore on the 22nd September 1881, stating that the Kudtalas of Wargs Nos. 22 and 35 stood in the name of the vendor's deceased father. As the lands consisted of entire wargs, and as both the Wargdars and Kudtaladars were reported to have been dead, I directed the Revenue Inspector on the 5th December 1882 to examine all the relatives of the deceased with reference to the question. The Revenue Inspector put in his report only on the 30th April 1885, when though stating that there was no objection on the part of the deceaseds' heirs, he pointed out that there was a difference of 1 rupee in the assessment of Warg No. 35. This led me to examine the vendor Mr. J. A. Aranha on the 4th August following, who pleading inability to account for the difference, requested permission to withdraw his application with leave to file a fresh one after looking over all his papers. As the vendor had thus withdrawn, I could not but dismiss the petition altogether which I did on the 30th September 1885. It will be noted that Mr. Abreo's assertion that I did so at my brother's request is a falsehood. A reference to the Taluk records is sufficient to show what an enormous number of Kudtala cases were pending on the file when I took charge hampering me for many years after, and your Honor also knows the dilatoriness which has hitherto, not on account of my personal fault, been the rule in these matters. After all, when I had openly shown these lands to be mine in my return of 1885, I could not possibly have sinister motive in acting upon the vendor's own withdrawal in September of that

year. On the contrary, I am sure my action in the matter will be found to have been perfectly honest, for if I had any such interest at the time, one should think that the proceedings would have been greatly expedited. Moreover, as the lands were purchased in 1880, there is nothing to suppose that I would have bought them in the name of another, as I was then serving in a different Taluk.

(*c*). I have to observe that Mr. Abreo knowingly makes a false statement that these lands with Warg No. 16 in the same village purchased by myself from Mr. N. M. Fernandes, form a compact whole, while the fact well known to Mr. Abreo who also has land in the neighbourhood, is that Warg No. 16 lies by the roadside between the 4th and 5th mile-stones on the Feringapett road at a considerable distance from the other two wargs.

(*d*). As to Muli Warg No. 57, which is only Guntas 12 11 12 in extent, and the petty assessment on which is As. 10 2, I beg to state that it seems originally to have been Kumki of the Wargs Nos. 22 and 35, but was not separately shown in the sale-deed to my brother executed by Aranha, while the assessment on Warg No. 35 thereby conveyed was given as Rs. 102 9 7 though in reality it was liable to pay only Rs. 101 9 7. This now seems to be the discrepancy which Mr. Aranha was unable to explain at the time of the Kudtala proceedings. After the sale to my brother, he paid the assessment as mentioned in the sale-deed, which payment was naturally continued as a matter of course without further enquiry or suspicion after the property became mine. In fact it is only now that I have become aware of the separate existence of this warg. My innocent ignorance, under the circumstances will not, I am confident, be considered by your Honor as in the least tainted by bad faith, as there could have existed no conceivable motive for omission of this trifling (Kumki) bit of land which virtually forms part and parcel of the two other wargs. As my official returns were based on the sale-deed itself, I quite unintentionally omitted to note the warg and its assessment separately, but have, on the other hand, stated the assessment of Warg No. 35 as rupees 102 9 7 (as per sale-deed) which is a trifle over the assessment of both the Wargs, Nos. 35 and 57.

II. As regards the other accusations that I have acquired lands in Bijai and Attavar villages in the names of my wife's brother Mr. Manuel Lobo and of Mr. S. F. Brito (Pleader), I declare that I have no right, title or interest in those lands. I never had any dealings with Mr. S. F. Brito, and the fact of my having invested part of my savings with Mr. Manuel Lobo have already been alluded to above. I understand that at the partition made between Mr. Lobo and his brothers in 1884, the two other brothers acknowledged those properties to belong exclusively to Mr. Manuel Lobo he, having acquired them with borrowed funds. If Mr. Manuel Lobo held those lands in trust for me, as now alleged by Mr. Abreo, and if the object at the partition was to hide that fact from the authorities, nothing was more easy than to have mentioned in the partition deed itself that those properties were the self-acquisitions of Mr. Manuel Lobo. But as the fact was that the properties were acquired by Mr. Manuel Lobo on his own responsibility without the aid of family funds, the two other brothers preferred to disown them, as otherwise they would have to bear proportionately the burden of the debt. I have ascertained that a record of this fact has been made by the three brothers of my wife whilst dividing amongst themselves the property left by my deceased father-in-law.

II(*a*). *Bijai land.* Mr. Abreo seeks to build an argument on the basis of the presumed unwillingness of Anantha Kristna Rao, a man from Udipi, to make a purchase of a land in the village of Bijai in Mangalore. I have ascertained the facts to be that the whole of the land is held on Mulgeni tenure by the tenants, and that the Mulgar was one Vag Bapu Saiba, *a cloth merchant of Udipi* and a friend of Anantha Kristna Rao, who is a wealthy landlord of that place, besides being a hereditary Magane Shanbogue. Anantha Kristna Rao is a close relative of the wealthy and influential Nellikai family at Mangalore to which his son-in-law belongs. Mr. N. Gundu Rao, a member of that family has extensive lands adjoining the Bijai property in question, so it could not be said with any reason that Anantha Kristna Rao had not any interest in Mangalore of whatever kind. It appears that Anantha Kristna Rao purchased the land to extricate his friend Vag Bapu Saiba from his difficulties; and as a portion of the said land was

the family property (on Mulgeni tenure) of my brother-in-law Mr. Manuel Lobo, Mr. Lobo was only too anxious to secure it for himself, and with this view he had engaged Mr. Jacki Alva, a Potail in the Udipi Taluk, to secure the land for him. Mr. Lobo choose Mr. Alva, he being a very close friend of Anantha Kristna Rao. The latter is stated by Mr. Abreo to have been an adherent of the Puttige Matt, and Mr. J. Alva was the financier of that Matt at that time. It was to the interest of Mr. Manuel Lobo that his name should have, as far as possible, been concealed at least in the commencement of the negotiation, from Anantha Kristna Rao, as otherwise Anantha Kristna Rao would have raised the price of the land, Mr. Lobo bieng known to be a wealthy gentleman and a portion of the land being known to belong to his family. It seems that Mr. Jacki Alva acted throughout for the benefit of Mr. Lobo. Anantha Kristna Rao sold his right to Jacki Alva on 13th March 1881 for Rs. 2,390 and entered into a covenant to execute a formal coveyance after the settlement of some Civil suits he had then filed against the Mulgeni tenants. Mr. Anantha Kristna Rao had also purchased the interest of some of the Mulgeni tenants, the sites being in close proximity to the land owned by Mr. N. Gundu Rao. These rights and the proprietary right acquired by Mr. Jacki Alva were formally transferred to Mr. Manuel Lobo by a sale-deed jointly executed by both Alva and Anantha Kristna Rao for Rupees 3,490 on the 19th June 1882, *i. e.*, more than a year after my transfer to Mangalore. It is absurd to suppose that if I was the real purchaser as is now contended by Mr. Abreo, I should have gone through the tedious and expensive process of first acquiring it in the name of Anantha Kristna Rao, then getting an agreement in favor of Mr. Jacki Alva, and finally obtaining a conveyance from Mr. Jacki Alva and Ananta Kristna Rao, when all this could have been accomplished by at once getting up the sale-deed in the name of Mr. Manuel Lobo. Mr. Abreo being a close relative of Mr. Lobo's family, knows fully well these matters, and it is with the utmost malice that Mr. Abreo has concealed the fact in his petition that Ananta Kristna Rao bought the property from a resident of Udipi, and that a portion of that property was held on Mulgeni tenure by members of Mr. Lobo's family. This

is the only property held by Mr. Manuel Lobo at Bijai ; and yet Mr. Abreo says that "valuable lands" are held by him in Bijai. In this connection Mr. Abreo appeals to a deposition of Mr. Alva in a Civil Suit (O. S. No. 17 of 1890 on the file of the Nagar District Court) which I had brought against Messrs. Morgan and Son, and on my brother C. S. Brito for the recovery of my share of a certain Coffee Estate which my said brother had fraudulently sold without my consent. My brother, who contended that I was no partner with him, succeeded in inducing Alva (who is his wife's relative, and whose son boards at his father-in-law's, and who is so hopelessly plunged into debt of late that he is virtually insolvent) to give false evidence in support of his plea, and my brother further, in his usual reckless fashion, persuaded him to introduce allegations against me in the same manner as Mr. Abreo says he (my brother) has been his informant with regard to some matters. Mr. Alva's deposition was intrinsically so absurd and so palpably false that it was severely commented upon by the Judge who took it down, and Mr. Alva himself ended his strange behaviour of the day by declining to sign his deposition as is seen from the Judge's note on the copy* of it that I annex. As the suit was soon after compromised between me and Messrs. Morgan and Son, I missed an opportunity of getting a judicial declaration about the character of Mr. Alva's deposition, while the man's balance of mind (being so old and now ruined in estate though once rich) has become so evidently unhinged that a sight of him only invokes pity.

*Exhibit VI.

(*b*). *Attavar land acquired from F. Coelho and brothers.* As to the lands in Attavar said to have been acquired from F. Coelho and his brothers, Mr. Manuel Lobo informs me that the property obtained by him on mortgages in 1882 and 1883 consists of two gardens with houses and some huts on them, and that not a single pie has been recovered up to date for principal or interest. From the fact that the brothers, *i. e.*, the mortgagers are in terms of great intimacy of late with Mr. Abreo and his son-in-law Mr. J. F. Mascarenhas, their relation, it is apprehended that they are being tempted to put forward false allegations to get rid of the mortgages altogether. To

show that I am wholly innocent of this charge, I would point out that the rules as they then stood, did not prevent my acquisition of the two house-sites in question.

(*c*). *Muli* 38 *of Attavar village.* The land, Muli No. 38 of Attavar, was originally mortgaged to Mr. Manuel Lobo as the deeds in his possession show, on 3rd November 1882, while on the 27th March 1883 he undertook to pay off another previous mortgage to the extent of Rupees 11,188, and which he did accordingly in instalments from 1883 to 1886. But on the 24th September 1884 the right to the property was itself sold in Court for Rupees 1,950, Mr. Pleader S. F. Brito becoming its purchaser. Mr. Abreos' allegation being that Mr. Manuel Lobo always acted as a trusty name-lender, there could be no plausible reason why I, after having laid out so much money in his name, should begin to have misgivings about investing a petty sum like Rupees 1,950 in the same manner, but should have had recourse to another.

5. Your Honor has ordered me to confine myself to a reply in refutation of the above charges only formulated with some precision by Mr. Abreo, but my record of service has been so long faithful and honorable as acknowleged by my successive superiors. I have been a Tahsildar for the last 24 years, and even my transfer to Mangalore was a special recognition of my loyal service, and Mr. Abreo's aspersions are of so grave a nature that my feelings, under the circumstances, compel me to trespass upon your Honor's indulgence by placing before your Honor, succintly, facts concerning my career in self-defence to disabuse your Honor's mind of any such impressions as Mr. Abreo in so insidious a manner, sedulously endeavours to create, as also to show what sort of a character Mr. Abreo is, and the wretched and discreditable motives that actuate him.

6. My father on his death-bed made a gift to me of our ancestral house and garden ; but my brothers bought a garden and built my present house in it in exchange gratutiously when they were in the height of their prosperity and the richest men in Mangalore. I beg respectfully to enclose herein for your Honor's

*Exhibit III. Letter from Mr. B. A. Brito, dated 3rd March 1876.
Exhibit IV. Letter from Mr. J. M. Brito, dated 9th March 1877.

kind perusal the letters* noted in the margin written to me by my brothers in the matter. This garden with the house in it is neither more extensive, nor valuable nor "palatial" than Mr. Abreo's own, across the road. The assessment on my garden is only Rupees 1—13—0, and I should be only too glad if it was taken off my hands at a great deal less than the price Mr. Abreo fixes for it.

7. It is in these matters that Mr. Abreo's persistent malice and falsehood most assert themselves. As a close neighbour of mine and a relative of Manuel Lobo's, and also having lands at Kannur and Ulaibettu, Mr. Abreo must be well acquainted with facts as regards each of my lands, and yet he is always intentionally seeking to mislead your Honor for ulterior purposes, as for instance,

(*a*). In saying that the Kannur properties form a compact block of 200 acres while it is not compact, and consists only of 21muras and 19 seers seed area according to Register A, yielding an annual rental only of Rupees 760, and valued at only Rupees 19,000 at the highest.

(*b*). In fixing the value of my house and garden at Rupees 28,000, while they have cost me nothing.

(*c*). In giving the extent and produce of the Ulaibettu land which comprises 3 wargs, of which Warg No. 28 is a portion of a barren uncultivated hill only acres 3—37—8 in extent, having an assessment of Rupees 3—5—0 only, the other two wargs consist only of 25 muras and 15 seers seed area according to Register A, and the produce is only 126 muras of rice capable of yielding a net income amounting to Rupees 226.

(*d*). In respect of the Kandavar land that I had violated the rules, while the fact is that in 1879 I advanced Rupees 1,800 to one Mr. Rodrigues who was then an Overseer in the D. P. W., and who was one of the heirs to the property, on the understanding that as soon as he could get a legal power of attorney from the other heirs in North Canara, he would convey the property to me which he accordingly did only in 1880 giving over possession of the land.

My returns for 1880 submitted in 1881 duly show this. One Manjunath Kampti, a rice merchant in Mangalore, had rights in the jungle forming a portion of the same warg, which also I bought in the same year, *i. e.*, in 1880.

(*e*). In saying that my moveables consisting of jewelry and furniture are of the value of Rs. 10,000 which is given, as usual, in order to swell the supposed sum total of my properties to above rupees a lac and a quarter, while in reality my moveable property at the highest estimate will not exeed rupees. 2,000 including feminine ornaments considered indispensable by our people.

8. These are the specific instances ; but what shall I say to the numerous insinuations bristling in Mr. Abreo's petitions of mysterious and illegal media through which money flowed into my pockets ? I shall here content myself with indignantly denying these monstrous lies intended simply to prejudice your Honor and to defame my character, and I claim at your Honor's hands the act of justice that I am entitled to, that Mr. Abreo's unjustifiable and iniquitous conduct be dealt with in such manner as to your Honor may deem fit.

9. Mr. Abreo whose house is close to mine, and who must have known everything about me, does not appear to have discovered any irregularities and offences till now, that he harbours enmity towards me on account of circumstances wherein my official duty clashed with his private interests.

10. In Cal. Case No. 8 of 1892 decided by your Honor on the 16th May last, in which Mr. Abreo's daughter and son-in-law Mr. F. J. Mascarenhas, Pleader, were the complainants, the defendants in order to prove that Mr. Mascarenhas bore a bad character, caused to be produced a certain alleged copy of a deposition of mine in a Civil Suit in the District Munsif's Court of Mangalore, in which I was stated to have said that a partition set up by Mr. Mascarenhas' mother and grand mother—the defendants in that suit—was true, and which, not being really given by me, was alleged to have been fabricated and used by Mr. Mascarenhas to induce my brother Mr. C. S. Brito to give false evidence consistent with the statements in the said so-

called deposition, wherein it was also made to appear that I proposed marrying my daughter to Mr. Mascarenhas, then a bachelor! During the trial of the said Cal. Case in which Mr. Mascarenhas' mother and grandmother were also charged by him, your Honor directed me to report on certain complaints made before your Honor on behalf of the mother that she, though seriously ill, was being cruelly ill-treated by her son Mr. Mascarenhas. My report in which, I stated what fell under my personal observation, was not favourable to Mr. Mascarenhas.

11. On the 3rd March last, your Honor sent me for early report a complaint by Second Grade Pleader Laxminarnappaya to the effect that Mr. Abreo had constructed a big groyne in the river between Tokur and Kudumbur villages, whereby the complainant's riparian property was in danger of being washed away. Till then, I myself was unaware of such an act of Mr. Abreo's indirect defiance of stringent standing orders. On being referred to, the Shanbogue of the Tarf in which the Tokur village is situated, made a report with a Mahazar annexed, stating that the act complained of and the danger apprehended to Takur lands were real. I directed that the work still proceeding should be stopped at once pending further orders. The Shanbhogue on attempting to execute my order was, it seems, told by the workmen that they would not desist till so directed by their master Mr. Abreo, and the Shanbhogue accordingly prayed that the Potail of Kudumbur might be ordered to put a stop to the work. In the meantime another complaint to the same effect had been lodged with the Head Quarter Dy. Collector Mr. Ganapaya, which was also sent on to me on the 22nd of the same month. I then issued an order to the Kudúmbur Potail to stop the work directly. On the same day yet another petition with the same purport as the other two, was received by me from one Joseph Pais, another landholder in the same village, asking for the removal of the groyne. This application was also forwarded by me to the Potail. On the 6th April the Potail informed me that he had stopped further work. At the end of that month, I visited the locality, and submitted a report to the Head Quarter Dy. Collector giving the necessary particulars. In the meanwhile, (on the 13th April) Mr. Abreo had put in a petition to the Dy. Collector

stating that I had stopped the work out of grudge towards him, and that in fact it was I who instigated Vakil Laxminarnappaya's complaint! It was in this petition that Mr. Abreo in his eagerness for vengeance, and with a view to prejudice my superiors against me committed himself to the false allegations, and that for the first time that I owned landed property in the Taluk not shown in my official returns. On the 19th May, however, Mr. Abreo in a second petition to Mr. Ganapaya withdrew the accusation denying all knowledge; but adding that he would make further representations on collecting information and evidence, thus clearly showing that his original statement was a mere unfounded and wreckless assertion made with sinister motives. In a third petition by Mr. Abreo to Mr. Ganapaya he inserted a threat that he was going to sue me for rupees. 500 damages for my action in the groyne question. But the suit has not yet been filed! On the other hand Mr. Ganapaya who inspected the place, fully confirmed my order, and directed the demolition of the groyne which he observed might divert the course of the river causing mischief to the ryots, thus telling upon the collection of revenue. Mr. Abreo's acts were such that he, to my knowledge, has not dared to appeal against that order, but on the other hand has not as yet obeyed it.

12. Mr. Abreo was degraded from the appointment he held of Sub-Magistrate and Deputy Tahsildar of Bantwal for being concerned in a land speculation in the Sujir village in my division, during the investigation of which he unsuccessfully sought to entangle me even. A like suspicious case of extensive lands in the Amunje village has lately come to light, and I have had to call for a report about it from the present Dy. Tahsildar of Bantwal. The enquiry is still pending, and it is to Mr. Abreo's interest to make out that he is my accuser.

13. Mr. Abreo's son applied under false pretexts for a loan of rupees 1,000 during the current year under the Land Improvement Loans Act. But it was denied him on my report made in May last.

14. I pray to be allowed to single out a few examples supported by Judgments of Courts to show what credit or weight could be attached to the words of a man like Mr. Abreo.

(*a*). In O. S. No. 21 of 1886 the Sub-Judge's Judgment (herein enclosed) shows that there was more than a suspicion that he abused his powers while he was Sub-Magistrate of Bantwal in favor of a complainant who preferred a false accusation before him in order to extort a document.

Exhibit VII.

(*b*). In his proceedings, dated 24th March 1887 in Cal. Case No. 2 of 1887, which was a complaint against Mr. Abreo, the District Magistrate remarked that the facts did not amount to an offence, but that he considered "the conduct of the Sub-Magistrate (Mr. Abreo) was open to censure" and the District Magistrate further recorded a separate proceedings in the matter, which I respectfully pray may be referred to.

(*c*). In Small Cause Suit No. 300 of 1888 (Judgment* enclosed) Mr. Abreo's son-in-law F. J. Mascarenhas was plaintiff suing as assignee of a Pro-note and which was dismissed with costs by the Sub-Judge with the remark that he did "not believe that plaintiff ever paid any money for the assignment of the Pro-note, or that the assigner himself paid any money." The Sub-Judge declared that he did not believe Mr. Abreo examined as a witness, while one of the witnesses stated that Mr. Abreo owned him money, but that he still took a Pro-note for money, given to such creditor which the latter urgently wanted.

Exhibit VIII.

(*d*). In O. S. No. 13 of 1887 in which Mr. Abreo was 1st defendant, the Sub-Judge observed that he was "by no means prepared to say that the 1st defendant's interference in such matters or in any Abkari business, in which his own division is included, would reflect much credit on his position as Sub-Magistrate and Dy. Tahsildar." On appeal against the above Judgment (A. S. No. 109 of 1888) the District Judge, Mr. Tate, alludes to the "peculiar relations both of confidence and it may be, of partnership in the Abkari concern, existing evidently between him and 1st defendant." I beg to enclose herein the Judgment* in the above suits. Your Honor directed Mr. Abreo to furnish an explanation about the above remarks, but Mr. Abreo has pleaded in reply that a second appeal is pending before the High Court,

* Exhibits IX & X.

though I may be permitted to say that as far as I could see, the second appeal has nothing to do with the points on which his explanation was called for.

15. Mr. Abreo having committed himself in making false accusations against me, and having consequently been called upon, contrary to his expectations, to substantiate his statements, since which date in his desperation, it needs hardly be said by me, he is leaving nothing untried to spread false rumours and to get up false evidence against me.

16. I would also barely mention the advantage he took of the order obtained by him to have access to the Taluk records, to make most insolent observations about me during my absence, to my own subordinates threatening and offering inducements to them to" help him" in the "investigation" he proposed to make as " deputed" by the Collector.

17. Mr. Abreo put off obeying Mr. Wynne's order, and it was on my recalling the fact to your Honor that a reminder was sent directing him to submit the statements required by Mr. Wynne, and even then his statements were so maliciously vague and slipshod that I beg to tender my humble thanks to your Honor for asking him to exhaust his charges against me.

18. Mr. Abreo's position as Head Clerk of the Head Assistant Collector's office, gives him great influence in Udipi (within that jurisdiction) which he has been of late diligently utilizing in stirring up my many enemies in that Taluk whom I offended by my straightforward, prompt and bold action at a critical time in 1880, when the Brahmin community was split into two factions about the Paryaya of the celebrated Udipi Temple. Every endeavour was made at the time by the people of the greatest influence and wealth to heap calumnies on me in order to bring me to disgrace, the matter being carried even up to Government. The proceedings &c. that took place at the time and, which I beg here to incorporate, save me from the risk of exhausting your Honor's patience by a lengthy and tedious explanation of my own.

Proceedings of the District Magistrate of South Canara, dated the 30th July 1879.

* * * * *

Order.

1. " The first of the papers above recorded is an " application to withdraw from the file of the Second " Class Magistrate of Udipi Taluk (N. Brito) a case of " unlawful assembly &c., in which the petitioners among " others have been charged by the Police.

* * * * *

3. "The grounds on which the present application is " based, are substantially the same as those urged before " the Divisional Magistrate. *viz.* (1) that as the Taluk Ma- " gistrate Mr. N. Brito bears personal ill-will towards one " of the petitioners and favours the cause of their opponent " in the dispute which gave rise to the alleged unlawful " assembly, they are not likely to have a fair trial at his " hands, and (2) that the Taluk Magistrate having been " presented at the time of the assembly is required as a " witness for the defence."

4. " As regards the first of these grounds, it has not " been shown that the Taluk Magistrate bears ill-will to- " wards any of the petitioners, nor is there any reason to " suppose that he is biassed one way or the other as regards " the dispute in question. It is, of course, possible that, in " his official position as Magistrate and Tahsildar of the " Taluk, he may have rendered himself obnoxious to the " petitioners, who are men of great local influence and the " Swamis of various Matts in the Town of Udipi; but the " District Magistrate, far from believing that the Taluk " Magistrate is actuated by any feelings of ill-will towards " them, has full confidence in his impartiality."

5. "With reference to the second ground alleged, it " is sufficient to observe that the Taluk Magistrate having " been present in his capacity as custodian of the public " peace at the alleged unlawful assembly, is probably the " best Judge of the facts, and there does not therefore seem " to be any sufficient reason for withdrawing the case on " the grounds relied on by the petitioners."

Extract from the Grave Crime Report submitted by E. E. Spencer Esquire, the Head Assistant Magistrate, to the District Magistrate, South Canara, dated 1880.

* * * * *

"With the exception of Yusuf Khan, late Sheristedar " Sub-Magistrate of Udipi, I had no fault to find with the " Subordinate Magistracy. The firmness of N. Brito, Taluk " Magistrate of Udipi, in dealing with the turbulent priests " of that place is deserving of peculiar commendation. As " however, I have pointed out this matter elsewhere, no " detailed statement of the facts is here necessary."

Extract from a letter addressed by E. E. Spencer. Esquire. Ag. Head Assistant Magistrate to the District Magistrate of South Canara, dated January 1880.

* * * * *

Para 28. "I cannot close this communication without " bringing to your notice the rare mixture of firmness and " tact with which the Tahsildar of Udipi, N. Brito, has " brought this matter (*i. e.*, Udipi Temple dispute) to a quiet " conclusion, where either intemperate zeal or the slightest " sign of timidity might have brought about a good deal of " trouble. The Udipi Priests are naturally embittered agai- " nst an official who fearlessly teaches them to respect the " law—a lesson it is high time they learnt and laid to heart,"

Extract from a letter addressed by W. H. Comyn Esq. District Magistrate of South Canara, to the Chief Secretary to Government, dated 18th March 1880.

* * * * * *

28. " The outcry against the Tahsildar and clamour " for his removal is to be found in many of the petitions, " &c., which have been addressed to Government and my- " self in connection with this temple dispute. The Govern- " ment will naturally wish to know the reason of this. " Owing to the presence of the temple and Matts at Udipi, " and to its large resident and fluctuating Brahmin popula- " tion, the local Brahminical influence is very strong, and " the place has, in this small Canara World, always been " noted for its intrigues. To ensure good administration, it " is necessary that the Tahsildar and the Taluk Magistrate

"should not only not be a Brahmin, but should be a man "who would be independent of the prevailing Brahminical "influence. Such a man is the present Tahsildar, N. Brito "(a Roman Catholic), who has held the post for a number "of years, and has always been considered to be the right "man in the right place. He is a man of strict views and "of remarkable energy and independence of character. "Respected as he is by all classes in his Taluk generally, "he has never been popular with the Brahmins of Udipi and "the adherents of the Matts in the different villages, who "would rather have a man more easy going and more in "sympathy with themselves and their religion at the head of "local affairs. Evidences of his unpopularity with this "class had not been wanting, but it was only after the com- "mencement of the present dispute which has split up the "party into two factions, that the feeling of antipathy "against him has manifested itself in downright hostility. "The majority, consisting of the 7 Matts, wanted the Tah- "sildar to take their side and to throw his influence into the "scale to prevent the Puttige Swami, whom they had ex- "communicated from succeeding to the management of the "temple as soon as his turn should come. The Tahsildar "held aloof, and remained, as he was bound to do, perfectly "neutral, and hence the false cry got up by the majority "that he had espoused the Puttige Swami's cause, and was "bent upon securing his succession to the temple manage- "ment."

29. "Exasperated at finding that, notwithstanding "all their efforts and expenditure of large sums of "money, they failed in their object, and their op- "ponent's succession became an accomplished fact, they "continued with redoubled energy the agitation they had "commenced before with myself, and with the higher authori- "ties, one of the chief objects of which was the Tahsildar's "dismissal or removal to another Taluk. So it was with the "Police Inspector, a Billawar by caste, who had always "kept aloof from their influence, and to whose exertion in "part they have without any semblance of truth, attributed "the success of their adversary. They are embittered "against Mr. Spencer, the Divisional Magistrate, because "when it became necessary to bind them over to keep the

"peace and they did not obey his summons, he issued "warrants for their arrest, and because he did not use his "authority, as they wished, for the exclusion of the Puttige "Swami from the temple. Hence the attack recently made "upon this officer in common with the others."

The Government order thereon, dated 9th April 1880, No. 822, was as follows :—

"Recorded with the remark that the report is quite "satisfactory, and that the Government are pleased to note "the terms in which the District Magistrate speaks of the "Tahsildar, Mr. Brito, and of the conduct of the Police on "this delicate and difficult occasion."

Mr. H. Bradley, the present Collector of Malabar, wrote about me as follows :—

"Mr. Nicholas Brito now Tahsildar of Mangalore, has "been under me for about 18 months as Tahsildar of Udipi. "I have always found him energetic and hard working. He "is remarkably active. At Udipi he showed great pluck in "very trying circumstances, keeping the place quiet by "sheer force of character."

---

19. As your Honor may not be aware of the circumstances under which my transfer to Mangalore took place, while one of Mr. Abreo's objects seems to be to procure my removal from Mangalore on the ground that I possess lands here, I, with due deference beg to bring the following to your Honor's notice, from which it will be seen that my transfer and retention on a higher pay than the Tahsil then carried, was in the way of special recognition of merit, and that the authorities have had full knowledge of the fact of my ownership of the lands in this Taluk which has not been allowed to come in my way ;—and though I have served in this Taluk for more than 11 years, even the most malignant accuser of mine cannot say a word that I took improper advantage of my position as a Tahsildar in regard to the lands I own.

20. After having served as Tahsildar of Udipi for no less than 12 years I felt the need of providing for the education of my growing children, and therefore I prayed for the Mangalore appointment at the hands of Mr. Comyn,

the then Collector, offering to be content with Rs. 200 which was the pay of the post while I was then drawing Rs. 225 at Udipi. I was promised the transfer desired, but as the notorious troubles at Udipi were going on still, I was told to wait a while. In the meantime, Mr. Comyn thus wrote to the Chief Secretary to Government in his letter dated the 18th March 1880.

Extract from a letter addressed by W. H. Comyn, Esq., District Magistrate of S. Canara, to the Chief Secretary to Government, dated 18th March 1880.

* * * * * *

"30. "Sometime ago the Tahsildar, N. Brito, re- "quested me, on account of certain domestic reasons, to "transfer him to Mangalore Taluk on reduced pay, and re- "cently he has renewed this request, partly for the same "reason and partly because he is weary of the constant and "unmerited abuse and vituperation which have been heaped "upon him in this matter. I should be glad to do anything "in my power to meet the wishes of a thoroughly deserving "officer, but I have told him that his transfer at this junc- "ture is out of the question, and that he must stay and "weather out the storm."

"31. "His removal at the present time would be "popularly ascribed to the agitation which has been set on "foot against him, and would be regarded as a signal "triumph by the party interested in his downfall. It "would also strike a blow at the influence of his successor "whose position in the Taluk would thus be rendered ex- "tremely difficult, and who, unless he were a man of excep- "tionally independent spirit, would soon degenerate into a "mere puppet in the hands of the Brahminical party, in "which case, it is needless to mark, there would be an end "to all good administration."

21. Mr. Comyn, however, fell ill and left the District, but his successor, Mr. Sturrock kindly displayed an equal interest in my welfare and wrote to the Board on the 23rd April 1881 (No. 811) as follows:—

* * * * *

Para 2. "Mr. Nicholas Brito having done more "than 13 years' good work in the Udipi Taluk, about one

"year and 3 months as Sub-Magistrate, and 12 years and "5 months as Tahsildar, is now desirous of having a change "to Mangalore, which, as already reported, has lately fallen "vacant. Under the present classification of the Taluks "this would involve a reduction of pay, which seems hard "when it is considered that Mr. Brito's service as Tahsildar "has been marked by more "than usual energy*and ability, "and as recent statistics † as "well as the correspondence "with Mr. Pelly, seem to show that there is no particular "reason why Udipi rather than Mangalore should be "placed in the higher grade of the Taluks, the difficulty "would be met by making Mangalore a Second Class Taluq "and reducing Udipi to the 3rd Class in which Mangalore "is now placed."

*Vide G. O. 9th April 1880, No. 882 Judicial Department.
† Appendix A.

* * * * *

22. Accordingly the Board and the Government approved of my transfer to Mangalore, and conceded the salary of Rs. 225 for me as a personal favour. I took charge of my Mangalore office in June 1881. In 1883 the Government (Order No. 917, dated 27th July 1883) ordered the restoration of the original classification whereby the Mangalore Tahsildar was given only Rs. 200 a month, and the Udipi Officer Rs. 225. Upon this Mr. Sturrock in his letter, dated 25th August 1883 No. 2191 again addressed the Board as follows:—

* * * * *

6. "If, however, the Government do not agree with "me that a parmanent revision is called for, I have the "honor respectfully to ask that the elevation of the Man- "galore Taluk to the second Class, sanction in G. O., dated "28th May 1881, No. 847, may not be disturbed during "Mr. Brito's service as Tahsildar. He has settled down in "Mangalore, superintending the education of his children, "which is the object for which he desired the change from "Udipi solicited in my letter, recorded with the G. O. "above quoted, and he would now rather remain in Man- "galore on Rs. 200 than go to Kasargod on rupees. 225. "Had the Government told him in 1881 that if his transfer

" was sanctioned, he would have to go on reduced pay, he " would have had no just cause for complaint, but I submit " that it would be very hard on him now to reverse the " order then passed with the effect of either reducing his " pay or sending him to a less agreeable station, and what " is generally considered a less important post than those ' he has continuously held since 1868."

23. But though the Board objected, His Excellency Sir Monstuart E. Grant Duff, the then Governor of Madras when then on tour in this District, on the personal representation of Mr. Sturrock, was graciously pleased to direct me to continue to be in this Taluk on rupees 225 (*vide* G. O., No. 138 of 12th November 1883).

24. As to my lands, Mr. Sturrock it was who ordered the transfer to my name of the Wargs and Kudtalas of the Ulaibettu and Kandavar lands in 1882. That of my house and garden was by Mr. Ananthaya, the then Dy. Collector in charge of this Taluk, in 1889. The fact of my ownership of the Kannur lands has been twice brought prominently to the notice of the Collector, once when Mr. Sturrock directed me to supply certain omissions in my returns (order No. 5085 of 4th July 1885) and again before your Honour in connection with the enquiry due into the debt due by my brothers to the late Konde Puttama's estate.

25. I concluded feeling confident that the malignant vituperations of a disappointed man like Mr. Abreo become perfectly reckless on account of loss of position and on the brink of insolvency, will be delt with as they deserve at your Honor's just hands.

26. I have been in the public service from my 18th year, and have up to this day borne the highest character as repeatedly testified to by every superior under whom I have had the honour to serve, as would appear from the printed collection* of my testimonials which I take the liberty to submit herewith, and now in my 55th year of age and 35th of my service, Mr. Abreo has insinuated that I am a blot upon the service and alleging that I have" lately" acquired properties in this Taluk appeals for proof to transactions which took place not later than 1884, about

* Exhibit V.

which he is still " getting information and collecting evidence" though intimately acquainted with my whole life from his infancy.

27. I most humbly pray your Honor to pardon me when so greatly aggrieved, for going beyond the limits prescribed in your Honor's orders, for reasons which will readily suggest themselves and which will be my justification.

28. I was ordered to file this explanation by the 10th ; but the amount of time involved in getting together the materials and my official duties have necessitated my taking up a day more. With the assurance that your Honor will kindly overlook the delay.

I beg respectfully to remain,

Honored Sir,

Your most obedient Servant,

N. BRITO,

Tahsildar of Mangalore.

Exhibit VI.

List of documents produced by Mr. Brito which have been since returned to him.

I. Statement of Tahsildar's savings from 1862 to 1883.

II. Letter from the late Mr. P. L. Brito, dated 11th October 1879.

III. Letter from Tahsildar's brother Mr. B. A. Brito, dated Bombay, 3rd March 1876.

IV. Letter from Tahsildar's brother Mr. J. M. Brito, dated Bombay, 9th March 1877.

V. * Printed copy of Tahsildar's testimonials and Service Register.

* This have been produced again by the Tahsildar.

VI. Deposition of Mr. Jacki Alwa in O. S. No. 17 of 1890 on the file of the Shimoga District Court, taken before the Sub-Judge of Mangalore on the 6th March 1891.

VII. Judgment in O. S. No. 21 of 1886 on the file of the Sub-Judge, Mangalore.

VIII. Judgment in Small Cause Suit No. 300 of 1888 on the file of the Sub-Judge, Mangalore.

IX. Judgment in O. S. No. 13 of 1837, on the file of the Sub-Judge, Mangalore.

X. Judgment in A. S. No. 109 of 1888, on the file of the District Court, Mangalore.

XI. Judgment in O. S. No. 134 of 1886, on the file of the Mangalore District Munsif.

XII. Decree and Judgment in A. S. No. 79 of 1888, on the file of the District Court, Mangalore.

XIII. Proceedings of the District Magistrate, dated 24th March 1887., in Calendar Case No. 2 of 1887.

XIV. Statement of Manuel Lobo in O. S. No. 134 of 1886, on the file of the Mangalore District Munsif's Court.

XV. Statement of Manuel Lobo, Small Cause Suit No. 156 of 1889, on the file of the Mangalore District Munsif's Court.

XVI. Do. do. do. No. 293 of 1891 do. do.

XVII. Do. do. do. No. 294 of 1891 do. do

XVIII. Extract from the file of the Mangalore District Munsiff's Court for 1889.

XIX. Judgment of the Mangalore District Munsif's Court in Small Cause Suit No. 293 of 1891.

XX. Petition addressed by Manuel Lobo to Collector on 24th December 1892.

XXI. Sale deed for Rs. 16,000 executed on 8th June 1880 by J. A. Aranha to J. M. Brito.

XXII. Promissory note for Rs. 1,300 executed on 2nd July 1889 by J. M. Brito to E. E. Noronha.

XXIII. Mortgage deed for Rs. 1,708-13-6 executed on 12th March 1890 by J. M. Brito to E. Noronha.

XXIV. Order of District Judge, dated 19th July 1877.

SARATKAL, (Signed) G. POWER,
15—11—93. *Ag. Collector.*

Exhibit VII.

Dated 10th January 1893.

To V. A. BRODIÉ, ESQUIRE,
Ag. Collector of South Canara.

Honored Sir,

I beg respectfully to request your Honor will be good enough to order the several Exhibits filed by me in connection with the petitions put in against me by Mr. C. S. M. Abreo, to be returned to me, and to order the copies of the following papers relating to the same case to be given to me.

1. All petitions put in by Mr. Abreo against me from and after the 1st December last.

2. Depositions of Messrs. C. S. M. Abreo and Manuel Lobo, C. Lobo, Rao Bahadur N. Shiva Rao.

3. Final order passed by your Honor on the 9th instant.

I beg to remain,
Honored Sir,
Your most obedient Servant,
(Signed) N. Brito.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 of 1895.

1st Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. Mangesh Rao, deposes as follows :——

My name is	...	... Sale Kamty.
„ father's name is		... Paske Kamty.
„ age	...	... 55 years.
„ caste	...	... Roman Catholic Christian.
„ profession	...	... Cultivation.
„ residence	...	... Bijai village, Kodialbail Magne, Mangalore Taluq.

I know Bijai land. I enjoy a part of it on Mulageni. Last year as well as the year previous I paid its rent to the defendant. As the plaintiff deposed before the Collector that the said property was not his, the defendant asked me

to pay him the rent after deducting the Sircar assessment. It is therefore that I paid him.

Cross-examined :—For the past 3 years I have been paying Sircar tirva. I do not know who were paying the tirva before that. The Magne Shanabhogue used to fetch the defendant's receipt and take the rent. I am enjoying this land ever since the time of my father. I have heard the Magne Shanabhogue say that this land was plaintiff's. The defendant did not tell me that he purchased it with his money. I paid 12 rupees of tirva. I paid 18 rupees to the defendant. This was for one year—paid before the Vishushankramanam—paid after three kists. At the rate of 18 rupees I paid the defendant for three years I have obtained receipt on that account. I have obtained two receipts for three years. I did not bring the said receipts. I do not know the dates of the said receipts. The plaintiff has got the mulagenichit. I do not know whether it is with the defendant. The Magne Shanabhogue used to say that he was collecting rent as a compulsory labour for the plaintiff. Even before three years the defendant was my master according to vouchers. The defendant told me in his house that he was the master of the said land. When I went to the church I went to his house. It was then that he told me I had gone (there) to know what became of the disputes between Camil Abreo and the plaintiff. It was 3 years ago that the defendant told me that the rent should be paid to him. It is three years since the rent was first paid to the defendant.

Re-examined :—It was my father who executed mulagenichit. It was one Kulsumbi who was the mistress of the said land then. Another portion I purchased from my junior paternal uncle. The said portion was obtained on mulageni by my junior paternal uncle (from?) Baba Saiba. There are more than 20 mulageni tenants on the said land.

Read over to the deponent and admitted by him to be correct.

(Cross mark) by Sale Kamty, son of Bijai Paske Kamty.

Taken before me in open Court this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

2nd Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. Mangesh Rao, deposes as follows :—

My name—is Jacob Kurrai; Father's name—Francis Kurrai; Age—53 years; Caste—Roman Catholic; Profession—Cultivation; Residence—Bijai village, Kodialbail Magne, Mangalore Taluq.

I know Bijai land. I enjoy a portion of it on Mulageni. I am paying rent to the defendant from the year 1893. The rent is rupees 1—8—0 The defendant said that since the plaintiff deposed before the Collector that the said land was not his, the aforesaid land became his, then, and that the rent should, therefore, be paid to him. Accordingly, 12 or 15 tenants have been paying rent for the past three years to the defendant.

Cross-examined :—There are about 20 tenants on the said Bijai land. I did not hear of any one of them paying the rent to the plaintiff. I know the persons who accompanied me while going to pay the rent and paid is to the defendant. Six or seven persons have paid along with me. Three years back, the Magne Shanabhogue used to bring the defendant's receipt and collect the rent. Now the Magne Shanabhogue takes only the tirva. We pay the rent to the defendant. The Magne Shanabhogue used to say that he was coming to collect rent on behalf of the defendant, that is, the rent was paid to the plaintiff.

Read over to the deponent and admitted by him to be correct.

(Signed) Jacob Kurrai.

Taken before me in open Court this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

3rd Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. Mangesh Rao, deposes as follows :—

My name—is Dumingo Pinto; Father's name is Jovam Pinto; Age—54 years; Caste—Roman Catholic Christian; Profession—Cultivation; Residence—Darebail village, Kodiyal Magne, Mangalore Taluq.

I know Bijai land. I am a Mulageni tenant therein. I pay a rent of 14 rupees, 15 as. For the last three years I have been paying Sircar tirva to Magne Shanabhogue and rent to the defendant.

Cross-examined: All the persons enjoying the said land are Mulageni tenants-not Chalgeni tenants. I saw Exhibit X. This is the Mulagenichit I executed to Wag Bapa Saiba. This contains my signature. I possess 3 receipts for my having paid rent for the past 3 years. I did not bring them. Written by the defendant himself in his house. Nobody has attested it. Three years ago the Magne Shanabhogue used to bring the receipt with the defendant's signature. We pay the rent to him. He was Venkata Rau Magne Shanabhogue of Durebail. The said Magne Shanabhague used to say that the rent was really due to the plaintiff. I do not know whether he was or was not paying it to the plaintiff. I do not know as to why he was collecting it on behalf of the plaintiff.

Read over to the deponent and admitted by him to be correct.

(Signed) Dumingo Pinto.

Taken before me in open Court this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

4th Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. Mangesh Rao, deposes as follows.

My name—is Thomas Pinto; Father's name—Anton Pinto; Age—42 years; Caste—Roman Catholic; Profession—Contractor; Residence—Bijai village, Kodialbail Magne, Mangalore Taluq.

I know Bijai land. I am a Mulageni tenant therein. My father had obtained the Mulageni right. We three brothers enjoy it, dividing it among us three. On the whole there are more than 20 tenants. During the last 3 years I have paid the rent to the defendant and Sircar tirwa to the Magne Shanabhogue. I do not know of any other who has paid to the defendant.

Cross-examined:—Three years' back I was paying the rent to the Magne Shanabhogue and getting receipt. I was then not paying tirva. For the past three years I pay the tirva and rent separately. The Magne Shanabhogue used to bring the defendant's receipt. I do not know for whom he was collecting the rent.

Read over to the deponent and admitted by him to be correct.

(Mark of) Thomas Pinto, son of Anton Pinto.

Taken before me in open Court this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

5th Witness for Defendant.

Being solemnly affirmed by Ag. Clerk. Y. *Mangesh Rau, deposes as follows* :—

My name—is Pade Sale Kamty:—Father's name—Mattes Kamty; Age—75 years; Caste—Roman Catholic Christian ; Profession—Cultivation ; Residence—Bijai village, Kodialbail Magne, Mangalore Taluq.

I possess a Mulageni garden in Bijai land. It was obtained on Mulageni during my grand-father's time. I pay a rent of 3-4-0. For the last 3 years I pay a tirva of 1 Re. to Magne Shanabhogue, and the remaining 2-4-0 to the defe ndant.

Cross-examined:—Three years ago the Magne Shanabhogue used to bring the defendant's receipt and collect the rent. I have heard him say that he was collecting for the plaintiff. For the last 3 years I have paid it to the defendant. The defendant said that the plaintiff had deposed before the Collector that the said land was not his, and that therefore the rent should not be paid to him. I did not ask the plaintiff whether he was the master of the said land.

Read over to the deponent and admitted by him to be correct.

(Mark of) Pade Sale Kamty, son of Mattes Kamty.

Taken before me in open Court this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

6th Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. *Mangesh Rau, deposes as follows* :—

My name is Jerom Monteiro ; Father's name—Jaki Monteiro ; Age—46 years ; Caste—Roman Catholic ; Profession—Trade ; Residence—Bijai village, Kodiyalbail Magne, Mangalore Taluq.

I am a Mulageni tenant of Bijai land. I pay a rent of 14½ rupees. My sub-lessee pays 17 rupees. For the last three years, I have paid the defendant at the rate of 12½ rupees and the Magne Shanabhogue at the rate of 2 rupees for tirva. There are 20 or 22 tenants on the said land.

Cross-examined:—All of them are Mulageni tenants. I had mortgaged my Mulageni right to Ananthakristna Rau. It is 15 or 16 years since I mortgaged it. I think it was for 500 rupees. I do not know to whom has Anantha Krishna Rau given the said mortgage right. I have heard that he has transferred it to the defendant. I do not know as to why did the defendant obtain the said right.

Read over to the deponent and admitted by him to be correct.

(Mark of) Jerom Monteiro.

Taken before me in open Court, this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 1st day of February 1896.

Original Suit No. 33 *of* 1895.

7th Witness for Defendant.

Being solemnly affirmed by Ag. Clerk Y. Mangesh Rau, deposes as follows :—

My name is Martin Corria. Father's name—Francis Corria ; Age—38 years ; Caste—Roman Catholic Christian ; Profession—Cultivation ; Residence—Bijai village, Kodiyalbail Magne, Mangalore Taluq.

I know Bijai property. I am a Mulageni tenant. My father had a Mulageni of 3 rupees. Now, myself and my brother have divided it. I pay at the rate of 1½ rupees and my brother pays at the rate of 1½ rupees. For the last three years I have been paying rent to the defendant.

Cross-examined :—Before that, the Magne Shanabhogue used to bring the defendant's receipt and collect rent. The Shanabhogue used to say that he was doing that work for nothing on behalf of the plaintiff. I have heard him twice or thrice so saying to my father. He saying that he was collecting the rent, since the said land was plaintiff's. I did not ask the plaintiff whether it was a fact.

Read over to the deponent and admitted by him to be correct.

(Signed) Martin Corria.

Taken before me in open Court, this 1st February 1896.

(Signed) U. ACHUTAN NAIR,
Ag. Subordinate Judge.

Translated by M. Shama Rau.

IN THE COURT OF THE SUBORDINATE JUDGE OF SOUTH CANARA.

The 4th day of February 1896.

Original Suit No. 33 *of* 1895.

8th Witness for Defendant. Being sworn by Acting Clerk Y. Mangesh Rao deposes as follows :—

Name—B. S. Saldanha ; Father's name—A. J. Saldanha ; Age—43 years ; Caste—Native Catholic Christian ; Profession—Merchant ; Residence—Mangalore Town.

I know plaintiff. I am a member of the firm of Saldanha and Sons. I am the managing partner. The plaintiff when he was Tahsildar of Udipi was depositing his monies with my firm. The accounts produced by me kept in the ordinary course of business will show the deposits and the withdrawals with their dates. The deposits commenced from 1879. I can put in a list showing the dates of deposits and withdrawals and the amount.

Read over to the witness and admitted by him to be correct.

(Signed) B. S. Saldanha.

Taken by me in open Court, this 4th February 1896.

(Signed) ———,
Ag. Subordinate Judge.

Mr. Saldanha on oath continues :—6-2-96.

I have produced an Extract taken from the accounts. I remember a dispute between plaintiff and his brother J. M. Brito about a pronote. I do not remember the particulars of it.

Read over to the witness and admitted by him to be correct.

(Signed) B. S. Saldanha.

Taken by me in open Court, this 6th day of February 1896.

(Signed) ———,
Ag. Subordinate Judge.

N. R. W.

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Account entered in ledger 1873/81 Vol: I Page 250.

N. Brito

Udipy.

1877 January	1	To cash			1876 November	6	By cheque on the Bank of Madras Mangalore	214
		Do		50	December	1st	" currency notes & cash	186
			17th April/78	4	1877 January	18	" Do	160
						20	" Do	175
					February	15	" Do	175
					March	20	" Do	175
						31	" Do	180
					April	25	" Do	120
					May	19	" Do	150
					June	4	" Do	75
						18	" Sale of 35 moorahs rice @ Rs 184 per coorje	150
					July	16	" currency notes	148 15
					September	17	" cash	150
						24	" Cheque drawn by H. Groves on Binny & Co Rs 560-8- less 4 ans for discount	150
					October	23	" cashin currency notes	50 4
					November	19	" Do in currency notes	125
					1878 January	2	" Do in currency notes & cash	150
						20	" Do in currency notes	200
					February	21	" Do as per Journal Page 241	150
							Do Do 361	150
					March	22	" Do Do 385	150
					April	29	" Do Do 397	150
					May	19	" Do Do	150
					August	28	" Amount paid to Sheregars for coolies on a/c Koggihalla Estate	100
					October	16	" Net proceeds of 92 moorahs rice @ 158 Rs per coorje	450
							See next book Page 105	337 4 2
				54				4521 7 4

Defendant's Exhibit 8.

See next book Page 105

No 565

Sale of Subsidiary

7-2 96

U.S. STAMP DEPARTMENT
4 FEB
1896
SOUTH CAROLINA

No 566.

Sale of Subsidiary

7-2 96

U.S. STAMP DEPARTMENT
1 FEB
1896
SOUTH CAROLINA

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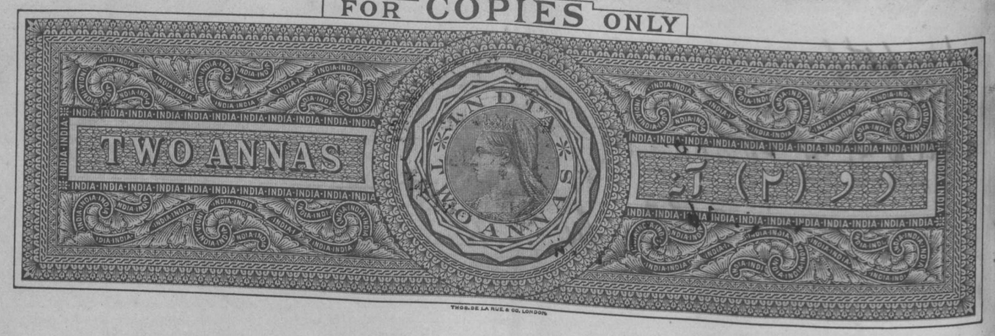

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N. Brits — Account entered in Ledger 1873/81 Vol: II Page 105 — Bangalore.

1880		Brought over from last Book Page 250	54	.		1879		Brought over from last Book Page 250	4521		
May	19	To cash	100	.		July	2	By cash	400	.	
July 1881	19	" Do transferred to Babu Ravi a/c	2500	.			9	" Do	100	.	
June	30	" Balance	4397	12	9	September 1880	24	" Do	400	.	
						April	24	" Do	150	.	
							29	" Do	130	.	
						1881		" Value of Wools as per A B Vol 28 Page 271	130	.	
						June	30	" Balance of interest @ 8%	85	14	.
									1264	7	5
			7051	12	9				7051	12	9
						1881 June	30	By Balance	4397	12	9

See next Book Page 49.

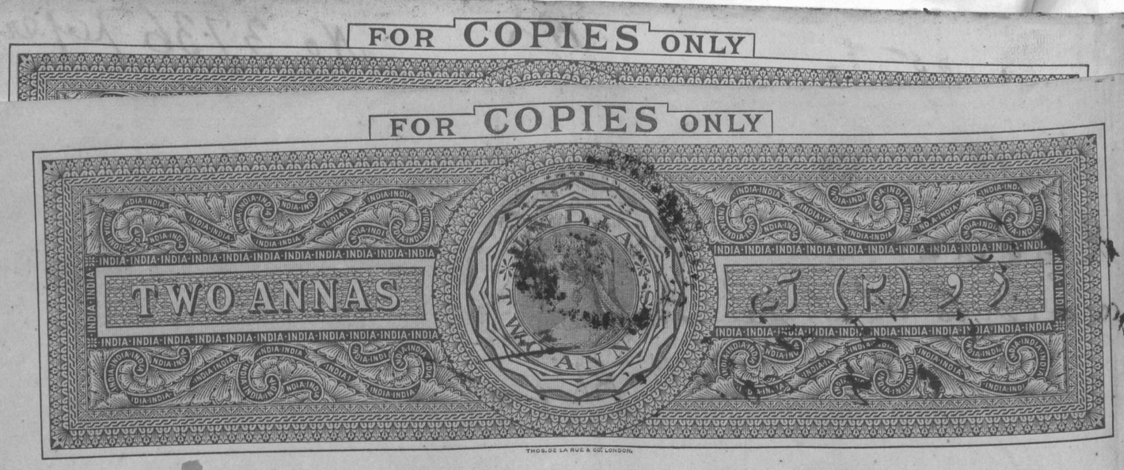
This is a true extract from my regularly kept account books.

(Signd) B. S. Saldanha.

Mgr Firm

No 564.
South of J. [illegible]
7-2 96
Bee

No 765
South of a. J. [illegible]
8-2-96
Bee



Account entered in Ledger 1881/82 Page 42.

N. Brito — Bangalore

1881		~~From last Book Page 105~~				1881		~~From last Book Page 105~~			
November	10	To 1/2 Doz bottles & 2 Doz pints Foster Beer				June	30	By Balance			4397
1882		@ Rs 6 and 3-8 —	16	.	.			" Interest to 30th June/82 @ 8%			351
January	1	" Value of a dog cart	275	.	.						4749
		" Interest on Rs 275 to 30th June/82 @ 8%	11	.	.						
June	30	" Balance	4447	10	9						4749
			4749	10	9	1882					
June	30	To rent of shop from 1st April 81 to 30 June 82 @ 5 Rs per mensem	75	.	.	June	30	By Balance			4447
		" Balance	4372	10	9						4372
			4447	10	9						4447
July	31	To Balance	4401	13	.	June	30	By Balance			4372
											29
			4401	13	.	July	31	" Interest to 31st July @ 8%			2
											3
											4401
											4401
											13
											.
September	30	To Balance	4460	1	8	July	31	By Balance			58
											4
											8
			4460	1	8	September	30	" Interest on Rs 4372-10-9 @ 8% to 30 September			4460
											1
											8
											4460
											1
											8
						September	30	By Balance			

No 563.

Contrl. Pulbarra

7-2-96

STAMP DEPARTMENT FEB 1895 SOUTHAMPTON

No 635.

Sol. to Contrl. S. Ramos

7 2 96.

STAMP DEPARTMENT 4 FEB 1895 SOUTHAMPTON

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N. Brito

Account entered in Ledger 1882/83 Page 44. Mangalore

1883					
January	23	To Bones a/c Bone dust 6 maunds	4	8	.
		" Spectacles a/c 1 Pair Spectacles	6	8	.
		" Castor Penac a/c 6 maunds	6	9	
July	4	" Bills receivable a/c Draft on T. M. Noronha	4597	11	4
			4615	4	4

1882					
September	30	By Balance brought over from last ledger page 49	4460	1	
1883					
January	2	" Store a/c for jackwood planks	11	2	
September	30	" Interest a/c	144	1	
			4615	4	4

These four sheets contain a true extract from the Regularly kept account Books of my Firm

6th February 1896 Sd/ B. S. Saldanha.

The Deft does not dispute this account and its correctness.

6th February 96 Sd/ N. Shiva Rao Pleader.

Subordinate Judge's Court of Mangalore. O. S. No 33 of 1895 Produced on the 6-2-1896 By Defts' witness B. S. Saldanha & filed on 6-2-1896 as exhibit VIII.

(Signed) R Achutan Nair

Asg Subordinate Judge

M. Krishnan Asst.

Ext'd N.

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518

Application made 8 - 2 - 1896 by Mrs. N. Brito

Stamp papers called for 8 - 2 - 1896

Stamp papers deposited 11 - 2 - 1896

Copy ready 9 - 6 - 1896

Do. Delivered 1896

Mar

SUPERINTENDENT.

No 6026
Sol to A Southerland
14-12-95
Cy
city Sts

STAMP DEPARTMENT · SOUTH CANARA

No 905
Sol to A Southerland
21-11-95
82 cc

19

STAMP DEPARTMENT · SOUTH CANARA

No 3736 papers
95

578
7.12.95

63

Spare copy of
Petn No 1172 of 1893

To

The Secretary to the Land Commissioners,

BOARD OF REVENUE,

MADRAS.

Humble Petition of C. S. M. Abreo, Head Clerk
of the Head Assistant Collector's Office.
Mangalore, dated 18th April 1893.

Most Respectfully Sheweth,

That Petitioner, the Head Clerk of the Head Assistant Collector's Office, and an old Government Servant of 32 years' standing, begs leave to lay before the Honorable Land Commissioners the following matters which considerably affect as well the interests of Government as the discipline of the Public Service.

2. That Petitioner trusts that the facts stated in this Petition will satisfy the Honorable Board that Mr. N. Brito, the Tahsildar of Mangalore, has been systematically and deliberately violating for the last 13 years the peremptory orders of the Board and Government, on the subject of Public Servants acquiring lands and of having monetary dealings with persons subject to their jurisdiction, by furnishing untrue and misleading Annual Returns of property and also omitting to mention in these Returns the several valuable and extensive lands detailed below with a view to hoodwink his superiors in respect of landed property actually purchased by him in the names of others, from persons resident within his official range and having official relations with him. Your Honorable Board will further be pleased to see that the Tahsildar's sole object in doing this seems to have been to keep his large investments a profound secret lest these facts should excite the suspicions of the superior authorities. Mr. Brito, the Tahsildar, has also been lending large sums of money to persons with whom he was strictly prohibited by the rules to have monetary dealings. Should the Honorable Commissioners be pleased to bestow due consideration on the facts stated in this Petition, Your Honorable Board will be satisfied that the appalling figures representing the Tahsildar's investments truly cry for a careful and searching enquiry with the view of ferretting out the mysterious sources through which such a vast treasure found its way into the pocket of a Public Servant like Mr. Brito who, as would be seen from paras 6 and 7 of Exhibit *AA*, had no ancestral property of any value to start with. From the facts stated below it will be

April 367/94

which

perceived that a sum of about 25,000 Rupees which has been recommended to be struck off the accounts as being irrecoverable in consequence of the one-sided and the sham enquiry made by the Tahsildar is in a fair way of recovery, as would appear from Exhibits *M* and *O* which Petitioner prays may be perused with a view to see it. In short, a complete enquiry would convince Your Honorable Board that though as an old Government Servant it was the Tahsildar's bounden duty to conform to the Rules, yet he has been only honouring them in their breach.

3. That Petitioner begs leave to represent that though under the circumstances detailed below he was compelled by the Acting Collector to collect the requisite information with regard to the irregularities of the Tahsildar, yet during the enquiry held by the Acting Collector Mr. Brodie, due consideration was not bestowed upon the case which on the other hand was disposed of without taking the necessary evidence offered by Petitioner and by denying him such freedom and facilities in prosecuting his case, as are allowed in every civilized country in cases of this sort, wherein the interests of Government and of the Public Service are directly affected, while again the Tahsildar was afforded every facility, nay enjoyed decided advantages over Petitioner, official and otherwise, as detailed elsewhere in this Petition. That after an enquiry like this in which the most curious and hitherto unheard of procedure was adopted by the enquiring officer in disposing of the case without taking the evidence offered by the Petitioner and that too when the evidence of one of the two witnesses examined out of the many cited by Petitioner plainly indicated that the charge brought against the Tahsildar was nothing but true. In the face of this fact it is most astonishing that the following order (Exhibit *Y*) was passed:

"After carefully going through all the evidence that has been recorded, I am of "opinion that any further enquiry would not only be useless, but mischievous. As from "what is already on record it is clear that such definite charges as have been made by "Mr. Abreo cannot stand. Mr. Abreo's petitions are accordingly dismissed."

4. That Petitioner feels himself compelled, though with extreme regret and hesitation, to appeal to Your Honorable Board against the conclusions arrived at by the Acting Collector and to solicit Your Honorable Board's full attention to the extremely objectionable procedure adopted by the Collector in this enquiry, incomplete as it is. No doubt the Acting Collector was pressed for time, as he had shortly to go home on furlough and therefore could not devote to this case that attention which the circumstances demanded, but even then, as suggested in Petitioner's petitions to the Acting Collector, dated 29th December 1892, and 3rd January 1893 (Exhibits *S* and *X*), he could have kept the matter for his successor Mr. Power, who would have been able to devote sufficient time to this enquiry. On a kind and careful perusal of the petition (Exhibit *X*) and of petitions *R*, *S* and *T*, which were filed by Petitioner strongly protesting against Mr. Brodie's proceedings, Your Honorable Board will be pleased to observe that when Petitioner was earnestly and most reasonably praying for a complete and thorough enquiry and even expressing his readiness to abide by whatever consequences might follow a complete, fair and impartial enquiry, which the Tahsildar however for fear the whole fraud should

be exposed, was anxiously evading and trying to have the same finished off by Mr. Brodie before his departure on furlough, lest Mr. Power, who the Tahsildar well knew had ample time at his command, should sift the matter thoroughly by holding a searching enquiry and arrive at conclusions adverse to him.

5. That the large amount of information collected by Petitioner was the outcome of what transpired in the matter of a petition dated 13th April 1892 (Exhibit *A*) presented by Petitioner to the Head Quarters Deputy Collector in charge of the Mangalore Division, whereby Petitioner appealed against an order passed by the Tahsildar out of spite in the matter of groynes which was ultimately disposed of by Mr. Brodie by his Proceedings *Z*, the following statement being made therein against the Tahsildar:

"The Tahsildar of Mangalore, who is ill-disposed towards me and who has lately acquired extensive and valuable lands in Kannur, Attavar, Bijai, Kandavar, Ulaibettu and other villages in Mangalore Taluk while Tahsildar of the said Taluk, got a petition" etc.

6. The Head Quarters Deputy Collector called on the Mangalore Tahsildar for an explanation on the above points, in reply to which the Tahsildar falsely stated that all the properties owned by him or in which he was interested have been shown in the Annual Returns of property rendered by him. On receipt of this explanation the Deputy Collector brought the matter to the notice of Mr. Wynne the Collector. Thereupon Mr. Wynne by Exhibit *B* and subsequently Mr. Brodie by Exhibit *C* called upon Petitioner to substantiate his allegations against the Tahsildar. The time fixed by Mr. Brodie in Exhibit *C* was extended by Exhibit *E* to the 10th November last, for reasons stated by Petitioner in his petition to the Collector dated 13th October 1892 (Exhibit *D*).

7. That in obedience to the orders of the Collector, quoted above, Petitioner brought to the notice of Mr. Brodie, the Acting Collector, the irregularities of the Tahsildar in connection with the matters referred to above by means of the following petitions:—

(1) Petition dated 13th October 1892 (Exhibit *D*).
(2) Do. 9th November do. (do. *H*).
(3) Do. 30th do. do. (do. *K*).
(4) Do. 5th December do. (do. *M*).
(5) Do. 14th do. do. (do. *O*).
(6) Do. 20th do. do. (do. *T*).
(7) Do. 3rd January 1893 (do. *X*).

8. By these petitions, the following charges based on the admission of the Tahsildar and on undeniable and unimpeachable evidence were disclosed against the Tahsildar:

(i) That he has been holding lands in the Mangalore Taluk in his own name against para. 3 of Board's Standing Order No. 248 old edition, and that before his transfer to Mangalore he culpably abstained from bringing to Collector's notice that he owned lands in the Mangalore Taluk, nor was the Board's permission obtained for the Tahsildar's retention in the Mangalore Taluk after he acquired those properties.

(ii) That he has been acquiring in the names of others and himself enjoying and possessing large and extensive properties in the Taluk over which he presides without showing them in the Annual Returns which were submitted with delusive and untrue entries.

(iii) That he has been for the last 13 years acquiring properties in the names of and from landholders and officials resident within his official range when Tahsildar of Udipi and Mangalore Taluks.

(iv) That he contrary to the Rules had and has extensive pecuniary dealings with landholders in his Taluks, who have several official relations with him.

(v) That the Tahsildar, through his brother and partner Mr. Casmir Brito, has been borrowing for the benefit of their joint coffee estates large sums of money from landholders and Government sandal-wood contractors of Mr. Brito's Taluk and not repaying large portions of the same.

(vi) That Mr. N. Brito had been collecting coolies from the Udipi Taluk and advancing monies to them to work in his coffee estates at Balloor.

(vii) That he has been using his peons for his own private use and sending them to Balloor (Mysore territory) etc. and also after the coffee estates coolies and that he gets the rent of his lands collected through the Magne Shanbhogues, etc.

(viii) That notwithstanding the fact that the Tahsildar was a Magistrate he seems to have been smuggling Canara arrack into Mysore.

(ix) That he has been transferring Kudutulas of his own lands to the names of the persons in whose names he had purchased the properties, without apprising his superiors of those facts.

9. These are some of the most important charges which were brought to the notice of the Acting Collector, and Petitioner begs to submit that every facility should have been afforded to Petitioner to substantiate them, and the Acting Collector should have weighed all the circumstances of this case properly, and also taken the necessary evidence offered by Petitioner, in which case all the charges advanced by Petitioner would have been fully and satisfactorily substantiated.

10. It is not the incompleteness of the enquiry alone which has prevented all the irregularities of the Tahsildar from being brought to light, but the procedure adopted by Mr. Brodie was such as to give the Tahsildar every undue advantage over Petitioner. This procedure has seriously damaged Petitioner's case, and hence he begs Your Honorable Board's benevolent consideration to his petitions to the Collector dated 28th and 29th December 1892 and 3rd January 1893 (Exhibits *R*, *S* and *X*) respectively which show the great hardships Petitioner has been subjected to by the disadvantages in which he was placed by Mr. Brodie. And Petitioner humbly trusts that Your Honorable Board will agree with him in characterizing the Collector's procedure as novel, unprecedented and extraordinary. Petitioner begs leave to single out a few instances and begs to

appeal to Your Honorable Board, whether as British Administrators, Your Honorable Board approves of such a procedure in a case where an old Government Servant like Petitioner was challenged by the Acting Collector by Exhibit *C* either to substantiate his allegations made in Exhibit *A* or to admit their falsity, Petitioner being warned at the same time that the charges made were of a very serious nature. Mr. Brodie having thus realized the seriousness of the charges advanced by Petitioner, Petitioner was on his part ready to substantiate them in a fair and impartial trial, nay he even challenged the Tahsildar by his petitions, dated 20th, 29th and 30th December 1892 (Exhibits *P*, *R* and *S*, respectively) to establish his innocence in a judicial enquiry. But Petitioner was unfortunately very sadly disappointed in the manner stated below:

(i) By a notice dated the 26th December 1892 (Exhibit *Q*) Petitioner was directed to attend the Collector's Bungalow on the 28th idem. With the opening of that day's proceedings, Mr. Brodie issued a rule, which the Petitioner has begged leave to characterize as unprecedented, novel and extraordinary. On the morning of that day, Petitioner learnt that the Tahsildar was allowed to retain a counsel, and so Petitioner took with him Mr. H. Krishna Rau, a member of the District Court Bar, assisted by another member of the Bar. *Before the commencement of the day's proceedings, the Collector ruled that the Tahsildar would be allowed the help of a pleader, but that Petitioner would not be allowed the help of any.* Most earnestly Petitioner begs Your Honorable Board to consider whether this procedure was in accord with justice and to judge whether under British constitution, in which no man is condemned without a fair trial, *Petitioner can be said to have been justly and impartially dealt with.* There were two old Government Servants, so situated that if Petitioner had succeeded in proving his statement, the Tahsildar would have been liable to severe departmental penalties and *vice versa.* Thus equity and justice demanded that both parties should be afforded the same privileges, the same facilities and the very same advantages. But still Petitioner was not allowed a counsel, during his lengthy cross-examination of three long days by the Tahsildar's counsel, during which Petitioner was repeatedly warned only to answer pointed questions (vide Exhibits *R*, *S*, *T*, and *X*). This indirectly suggests that the Acting Collector was inclined to take a view favorable to the Tahsildar (vide also Exhibit *FF*). Thus, Petitioner, who was on his defence from the date of Exhibit *C* (22nd September 1892), was only subjected to cross-examination without any re-examination on his behalf.

(ii) Accordingly by a petition, dated 30th December 1892 (Exhibit *T*), Petitioner requested the Acting Collector *at least* to grant to him a copy of his deposition, so as to enable him by a petition to supplement his cross-examination with such explanations as might be necessary. But no copy, not even an endorsement has been granted to Petitioner up to date. Even after the order appealed against was passed, Petitioner was not granted a copy of this deposition or of any others, though he applied for them by Exhibits *R*, *S*, and *T*, to which no endorsements had been vouchsafed by Mr. Brodie. The prayer having been repeated, endorsement *EE* was finally passed, the only reason given for not giving the copies being that it is undesirable to publish the proceedings.

(iii) The case of Petitioner was also seriously damaged by the Collector's not having examined all the witnesses cited by Petitioner and by the haste with which the Acting Collector hurried on the enquiry during the Xmas holidays. By para. 9 of Exhibit *X*, Your Honorable Board will be pleased to find that the Tahsildar was anxiously evading a complete enquiry and trying to have the same conducted hastily by Mr. Brodie.

(iv) Again even copies of records, access to which was allowed by Exhibit *G*, were refused to him by Exhibit *N*, on the ground that Petitioner has no interest in that paper, though Petitioner produced the stamps necessary for obtaining the same. This paper was very necessary especially to expose the fraud in connection with the Kannur estate, particulars of which had been given in Exhibits *M* and *O* and paras. 9 to 12 of Exhibit *H*. A kind perusal of the said Exhibits will show the bearing of this paper and also the interest Petitioner had in getting it with a view to establish his case; but nevertheless this paper has been withheld from Petitioner. Further by a kind perusal of Exhibits *I* and *J* Your Honorable Board will be satisfied that, when Petitioner prayed that the Acting Collector might pass orders calculated only to give full effect to the order (Exhibit *G*), the Acting Collector was pleased by Exhibit *J* to refuse access to such papers, though he had not done so by Exhibit *G*. The Tahsildar had thus been able to keep from Petitioner's knowledge such evidence, which would have exposed his misconduct. It is remarkable that to the very papers which the Tahsildar considered necessary to conceal from Petitioner's knowledge in spite of the Collector's order, access should not have been allowed to Petitioner, who simply prayed that the Acting Collector may only give effect to his own order passed by Exhibit *G*.

(v) The Annual Returns of Property also have been withheld from Petitioner by Exhibit *G* on the ground that they are confidential. Petitioner has not been able to refer to any orders of Government or Board declaring the returns to be confidential. In fact Mr. Brodie had not considered them to be so when he produced these very returns before the District Court at Shimoga (Mysore) in O. S. No. 17 of 1890 on the file of the said court in which the Tahsildar was plaintiff. If they could be produced in a foreign court where counsel, parties and witnesses can peruse them and obtain copies of them, the Petitioner humbly submits, whether the Collector was justified in withholding them from Petitioner and in not reconsidering his order, notwithstanding the representations made in Exhibits *K*, *M*, and *P*. Petitioner begs Your Honorable Board to consider whether the Collector's order on this point was justifiable when the very question involved in this case was whether the returns are true, or false and delusive.

(vi) Further the Acting Collector has also refused to grant Petitioner copies of the Tahsildar's explanation, of the depositions of the witnesses examined, even of the Petitioner's deposition recorded in this incomplete enquiry and also of other important papers, copies of which had been prayed for by Exhibits *R* and *T*. As the question involved in this case about the grant of copies is important a decision on the point is most humbly solicited (vide Proceeding, Exhibit *EE*, refusing to grant the said copies). Petitioner however begs to invite Your Honorable Board's consideration to its Proceedings dated 7th November 1890 No. 6893 on this subject.

(vii) Petitioner had been repeatedly asking for time to appeal to Your Honorable Board against the orders of Mr. Brodie, disallowing counsel to Petitioner, refusing to grant him copies and withholding papers from him. But even those prayers were unheeded.

(viii) There were admittedly such facts against the Tahsildar as could not under the rules allow his retention in the Mangalore Taluk. But still even such matters seem to have been overlooked, *e. g.* para. 4 of Exhibit *D*. It is surprising to Petitioner how the Tahsildar could be allowed to preside in the Mangalore Taluk, in which admittedly he holds lands in several villages paying an assessment of about Rs. 500.

11. Thus from the few instances referred to above Your Honorable Board will be pleased to see that Petitioner, who is the Collector's subordinate, was naturally frightened at the procedure adopted by the Acting Collector, every step of which proved disadvantageous to Petitioner. In the meantime the Tahsildar was pressing Mr. Brodie to close the enquiry before he availed of his furlough and before Mr. Power's arrival (vide para. 9 Exhibit *X*). All these facts, Petitioner trusts, would satisfy Your Honorable Board that Petitioner had not been dealt with fairly by the Acting Collector in a case like this where one old public servant accused another under circumstances which would be ruinous to the party who fails. Petitioner begs respectfully to submit that the procedure to be adopted in a case like this should have been thoroughly unobjectionable.

12. After adopting such a procedure, a few instances of which are given above, the Collector passed the order (Exhibit *Y*) referred to in para. 3 of this Petition. Petitioner also begs Your Honorable Board to consider whether the Collector was justified under the circumstances in remarking that further enquiry will be mischievous and that Petitioner's allegations cannot stand and to decide whether a complete enquiry conducted on principles of equity and justice can at any time be held to be mischievous and more so when Petitioner was prepared to abide by the consequences of such an enquiry. Here Petitioner begs to bring to Your Honorable Board's notice that the Acting Collector has not examined the witnesses named in Exhibits *S* and *V*. Though the list of witnesses, may at first sight appear to be long, it will be found to be comparatively short when the several points which had to be enquired into are considered. Exhibit *X* showed generally what the witnesses were meant to prove, but an enquiry was successfully evaded by the Tahsildar so much so that the Tahsildar's counsel had the audacity to request the Acting Collector to disbelieve the witnesses before they were actually examined (vide para. 7 of Exhibit *X*).

13. With these representations against the procedure adopted by the Acting Collector, Petitioner begs leave to give below a few particulars of the lands owned and acquired by the Tahsildar in the Mangalore Taluk. On a kind consideration of the facts stated below, Petitioner begs Your Honorable Board to consider whether there was not a *prima facie* case calling for serious notice on the part of the Acting Collector.

14. That Petitioner begs to give below a few particulars of the lands owned by the Tahsildar within his own Taluk with a few facts connected with them, taking the Kannur estate first.

15. ***The Kannur Estate.*** The facts and circumstances connected with this estate were brought to the notice of the Collector by Petitioner by statements contained in paras. 9 to 12 of Exhibit *H*, also by Exhibits *M* and *O* and para. 3 of Exhibit *X*. As the Tahsildar denies that this land was acquired benami, Petitioner does not press this point as he is prepared to accept this statement which will secure the property for the Government as the legal representative of the Konde estate. This estate is made up of

(i) Warg No. 16, purchased for Rs. 3000 from one Niku Martin Fernandez by a registered sale-deed.

(ii) Wargs Nos. 22, 35 and 57, purchased from one Joseph Aranha for Rs. 16,000 by a registered deed of sale, dated 9. 2. 80 No. 243.

iii) A mulgueni interest purchased in the name of the Tahsildar's brother-in-law Mr. Manuel Lobo by the Tahsildar lately.

Out of these the Tahsildar admits to hold lands 1 and 2, while with reference to item No. 3 Mr. Brodie made no enquiry whatever. The whole of this Kannur estate consisting of Wargs Nos. 16, 22, 35 and 57 covers an extent of about 200 acres and pays an assessment of more than Rs. 200 and yields an income of about Rs. 1,200 in cash and rice. It is situated within 3 miles from the town of Mangalore and the Tahsildar's residence, and is one compact estate valued at about Rs. 30,000.

16. In his petition to the Acting Collector, Petitioner drew Mr. Brodie's attention to the fact that there was no legal obstacle to attach this lands for the amount due to the Konde estate now escheated. But the Acting Collector does not seem to have considered Petitioner's representations and recorded proceedings (Exhibit *Y* now under appeal) on the 6th January 1893, *i.e.* about a week before Mr. Power assumed charge of this District. Four days after this, *i.e.* on the 11th January, exactly two days before Mr. Power's arrival, a sale-deed calculated to defraud Government is obtained by the Tahsildar from his brother J. M. Brito, the judgment debtor. This sale-deed is suspiciously worded and the consideration mentioned in it is on its face fictitious. If all the documents, as also the evidence to be adduced by the Tahsildar to make out the consideration for this document are placed before the Government Pleader, there is no doubt that the *mala-fides* of the whole transaction will be evident. If Mr. Brodie had attached this land as soon as Petitioner laid his representations by Exhibits *M* and *O*, the Collector could have spared the Tahsildar the trouble of getting this fraudulent sale-deed.

17. Petitioner regrets to have to bring to Your Honorable Board's notice that the enquiry held in 1891, to see whether the amount due to the Konde estate could be realized, was conducted in the most perfunctory manner. If the Honorable Board should be pleased to direct a careful and searching scrutiny of the proceedings held in the beginning of 1891, to be made with the light, that Petitioner may throw on it, Your Honorable Board

will find that the enquiry was anything but one conducted in the interests of the Konde estate. The Tahsildar, who was the enquiring officer, and his brothers, who were the judgment debtors, seem to have had everything in their own way. Unless a detailed report is called for from the present Collector, it is extremely unlikely that with the influence of the Tahsildar and of his brothers, Government interests will be fully safe. The whole bundle of these papers may be called for and kindly checked by Your Honorable Board or subjected to the careful and acute scrutiny of the present Collector.

18. In respect of the change of kudutala of this land the Tahsildar has also been acting culpably, as shown in sub-paras. v to ix of para. 11 of Exhibit *H* and para. 10 of Exhibit *O*. The Tahsildar admittedly acquired this estate during the time he was Tahsildar of Mangalore against express orders of the Board whether one takes the acquisition to have been made either in 1885 or 1893.

19. As all the other facts suggested by Petitioner in connection with this land are stated elsewhere in Exhibits *H*, *M*, *O* and *X*, referred to already, Petitioner begs to refrain from formulating them here and begs the Honorable Board to be pleased to refer to those Exhibits.

20. Here, Petitioner begs Your Honorable Board to be pleased to direct the Acting Collector to secure the Petitioner's presence when holding the enquiry which Petitioner learns is being held in consequence of the orders of Government, on the representations of one Kunhamad Beary, as Petitioner learns that the Tahsildar and his brother are trying to bring forward fictitious claims, without any reliable evidence to support their fictions.

21. The next estate owned by the Tahsildar and situated in the Mangalore Taluk is the Bijai estate.

The Bijai Estate. The facts and charges connected with this estate are stated in paras. 13 to 17 of Exhibit *H*. In addition to these facts the following facts were brought to the Acting Collector's notice during the enquiry:

(i) That the rent of this land has been collected since 1882 by the Tahsildar through his Magane Shanbhog.

(ii) The above fact has been proved by written evidence.

(iii) The Tahsildar has not shown this property in his Annual Returns and has changed the kudutala in the name of his brother-in-law in open defiance of the orders noted in para. 10 of Exhibit *O*.

(iv) The Tahsildar granted to himself on darkhast an extensive Government land adjoining this land in the name of others.

(v) Mr. Brito pleads that this land was purchased with his money by his brother-in-law and also that the property was meant for his children.

(vi) The plea of the Tahsildar so far as it could be gathered from the arguments advanced before Mr. Brodie, shows that the Tahsildar has twisted facts so as to try to bring himself, if possible, out of the letter of the rules by distorting them.

(vii) Mr. Manuel Lobo, the brother-in-law of the Tahsildar, one of the richest landed proprietors of this District, in whose name the Tahsildar has obtained landed property of more than Rs. 50,000, has sworn during Mr. Brodie's enquiry that he holds this estate among others benami for the Tahsildar and that the Tahsildar is enjoying the same and that Mr. Brito induced him to make the will referred to in sub. para. xiii (*a*) of para. 16 of Exhibit *H*. Mr. Lobo is a gentleman who holds a very high character for integrity and truthfulness. A younger brother of Mr. Manuel Lobo, a clerk in the Collector's office, the husband of the niece of the Tahsildar, was prevailed upon to contradict Mr. M. Lobo on a minor point. But this statement has been shown to have been made to satisfy the grudge he owes Mr. M. Lobo, the latter of whom openly and most disinterestedly impugned the genuineness of a will which could have secured him and his brothers several lacs worth of property. This straightforwardness on Mr. Manuel Lobo's part, which by a ripe mind would have been taken to be due to his love of truth, has greatly irritated his younger brother. Advantage of this feud was taken by the Tahsildar to prevail upon this young man to make a false statement and try to save his brother-in-law the Tahsildar, whose niece he has further married.

25. The third estate owned by the Tahsildar in his Taluk is the Kandavar estate.

The Kandavar Estate. The necessary facts have been stated in paras. 19 to 21 of Exhibit *H*, and para. 2 of Exhibit *X*. This large estate is made up of

(i) Warg No. 10 of Kandavar village,

(ii) A large Government jungle enjoyed by the Tahsildar without paying any assessment to Government, and

(iii) Another plot acquired about 3 or 4 years ago by the Tahsildar in the name of his brother-in-law.

The acquisition of plot No. iii. came to Petitioner's knowledge during the pendency of the enquiry, and he accordingly brought it to Mr. Brodie's notice by Exhibit *X*, which along with paras. 19 to 21 of Exhibit *H*, disclose all the facts necessary to be considered with reference to the charges in connection with this land.

24, The fourth estate owned by the Tahsildar in his own Taluk is the Ulaibettu estate.

The Ulaibettu Estate. Some of the facts in connection with this estate were brought to the Collector's notice by Exhibit *K* para. 3. Since the commencement of the enquiry it has come within Petitioner's knowledge that the Tahsildar granted to himself a large Government waste adjoining his warg land, obtaining the same on assessment originally in the name of a Potail and afterwards transferring the same to his brother-in-law's name. A careful enquiry into this matter is humbly solicited.

25. The fifth estate owned by the Tahsildar within his Taluk is a very extensive estate called

The Attavar Manjap Shetti's Estate. This land is situated within the town of Mangalore and consists of two wargs and a large Government waste. Its extent

is about 100 acres, yielding an income of about Rs. 800 Its present value is about Rs. 30,000. It is within two minutes' walk from the Tahsildar's residence. This extensive land was first obtained by Mr. Brito during the time he was Tahsildar of Mangalore, on mortgage in the name of his brother-in-law Mr. Manuel Lobo. Afterwards the muli or proprietory right was purchased by the Tahsildar in the name of one Mr. S. F. Brito, a relative of the Tahsildar and the pleader who defended him in the departmental enquiry before Mr. Brodie.

26. Though it has been ruled that no kumaki is allowed in the town, yet the Tahsildar by virtue of his official position has been enjoying all the waste without paying assessment or taking steps to have it assessed.

27. Though Petitioner has not been able, as stated already, to get a copy of the Tahsildar's explanation, yet from the arguments, Petitioner has understood the pleas of the Tahsildar to be that the lands are meant for his children though it seems to be admitted that they were purchased with the Tahsildar's money. Mr. M. Lobo, the gentleman referred to in para. 21 of this petition, has sworn that he was only a name-lender, that the land belongs to the Tahsildar and that it was acquired with the Tahsildar's money, but in his name. This land has not been shown in his Annual Returns of Property.

28. The unassessed land, which has been encroached upon by the Tahsildar, covers a very large extent and is well situated. If sold by auction subject to assessment, it will fetch not less than Rs. 10,000 An enquiry into this matter is now pending, and Petitioner therefore earnestly prays that a careful enquiry may be directed to be held in connection with this unassessed land and the enjoyment thereof.

29. The sixth estate which goes by the name of the Donmad estate is situated in the same village.

The Donmad Estate. This estate is situated between the Attavar estate referred to above and the Tahsildar's house and garden. This has been acquired by the Tahsildar on mortgage from one Mr. J. C. Coelho, the manager of the Konde Manjappa Shetti's estate, lately escheated after the Tahsildar's transfer to the Mangalore Taluk and in the name of Mr. Manuel Lobo, in whose name the 2nd and 5th estates, already referred to, had been acquired. As some of the points referred to in connection with the said two estates are common to this estate, Petitioner has not referred to them here. By Exhibit *S*, Petitioner had prayed for the examination of the mortgagees, but the Acting Collector did not do it. The amount secured on this estate comes to about Rs. 3000, but the Tahsildar has not been showing this property also in his Annual Returns.

30. The seventh estate which may be taken after this, is what goes by the name of the Attavar Lores Coelho estate.

The Attavar Lores Coelho Estate. This again is contiguous to the Tahsildar's house and garden, being situated on its western side. This has been acquired by the Tahsildar on mortgage, the amount now coming to about Rupees 8,600, the mortgage-deed standing as usual in the name of Mr. Manuel Lobo, the brother-in-law of the

Tahsildar. This has not been shown in the Annual Returns of Property, and for other matters the remarks made in dealing with the 2nd, 5th and 6th estates may be kindly perused.

31. These are the lands which have come within Petitioner's knowledge, and as the particulars of these lands are given in several petitions presented to the Collector and referred to when dealing with the lands, Petitioner begs leave to furnish below in the form of a tabular statement a few particulars of the said lands, so that Your Honorable Board may see at one glance the extent etc. of the properties owned by the Tahsildar in the Taluk over which he is presiding.

Name of Estate and village in which situated	Extent	Assessment	By what right held and in whose name	Income etc. About	Estimated present value	Remarks
(1) Kannur Estate Kannur Village	200 acres	Rs. 200	Warg No. 16, sale in his own name. Wargs Nos. 22, 35 and 57 by sale-deed d. 11-11-93.	Rs. 1200	Rs. 30,000	
(2) Bijai Estate Codialbail Village	100 acres	91-2-11	By sale and Darkhast in the name of his brother-in-law Mr. Manuel Lobo.	Rs. 400	Rs. 5,000	
(3) Kandavar Estate	200 acres	55-7-3	By sale in his name and encroachment of Government jungle.	Rs. 500	Rs. 12,000	It will have to be seen what will be the value of the Government jungle.
(4) Ulaibettu Estate	60 acres	About 90-0-0	Sale in his own name.	Rs. 300	Rs. 7,500	
(5) Attavar Ma. Sh. Estate	100 acres	About Rs. 100	Mortgage in his brother-in-law's name and sale in Mr. S. F. Brito's name, and Government land encroached.	Rs. 1000	Rs. 30,000	It will have to be seen what value the Government unassessed waste will fetch.
(6) Donmad Estate and (7) Lores Coelho Estate	60 acres	Unknown	Mortgage in his brother-in-law Mr. M. Lobo's name about	Rs. 600	Mortgage amount comes to about Rs. 11,000	
Total	About 720 Acr.	About 550-0-0		Rs. 4000	Rs. 95,500	

32. Of these estates, the Tahsildar admits to hold the 1st, 3rd and 4th. As regards the 2nd, 5th, 6th and 7th estates, the facts have been very much twisted and distorted by Mr. Brito the Tahsildar to create an impression on Mr. Brodie that he has been acting within the rules. A reading of his explanation, copy of which has not been granted to Petitioner, will convince the Honorable Board that the Tahsildar's statement is suspicious and far from being straightforward. The elements of the test of benami transactions seem to have been admitted, viz. the source from which the amount invested flowed, the person for whose benefit the estates are held, etc. Unfortunately for Petitioner, Mr. Brodie does not seem to have seen through this trick. Petitioner therefore prays Your Honorable Board to bestow your patient and benevolent consideration upon the systematic and deliberate disregard shown by the Tahsildar to the stringent orders of Government and Board, which were only trifled with by the Tahsildar.

33. Besides this vast property there is the Tahsildar's palatial house and garden valued at about Rs. 28,000, the total value of the immoveable property owned by Mr. Brito in his own Taluk thus comes to nearly a lac and a quarter. Then again there is a house in course of building, costing about Rs. 5,000.

34. The Tahsildar has also invested large sums of money with several landholders in the Mangalore Taluk, against the stringent orders of Board and Government. The amount of these investments with the value of the moveables etc. of the Tahsildar comes to about Rs. 30,000 or more.

35. In obedience to the Acting Collector's order, Petitioner brought to the notice of Mr. Brodie several other irregularities of the Tahsildar reflecting on his conduct as Tahsildar of Udipi. They are stated in detail in Exhibit *P* and are based on undisputable documentary evidence, particularized below each charge. Petitioner has been placed in the dark as to the mode in which these charges have been disposed of by Mr. Brodie.

36. When Your Honorable Board goes deeply into the matters stated in this Petition and in the several Exhibits, printed copies of which are herewith produced, Your Honorable Board will be surprised as to how such a vast treasure found its way into the pockets of a public servant like Mr. Brito, who, as will be seen by Exhibit *AA*, had no ancestral property of any value to start with, and how within 2 or 3 years from 1879 to 1882 he should have been able to invest about a lac of Rupees in immoveable properties in this District and Mysore.—No doubt therefore that at this time, when Mr. Brito's mind was busy in considering the safe and convenient modes of investing his treasure, his public duties should have been utterly neglected, as will be seen by Exhibits *BB* and *CC* which is a judgment of the Sessions (now High-Court) Judge the Honorable Mr. Best and a letter written by Mr. Best refuting the explanation attempted to be given by Mr. Brito. This was an important case of murder which went undetected as the Tahsildar Magistrate was oblivious of his duty.

37. To keep hard cash in wooden chests unutilized being an idea not compatible with the policy of a wealth-seeker like Mr. Brito, he invested his gains in the best possible manner, by purchasing valuable lands in a Taluk in which he permanently resides. But at the same time he considered it necessary to keep his large investments a profound secret for fear on his part of exciting the suspicions of the superior authorities if he got the title-deeds in his own name. Fortunately for the Tahsildar there happening to be a brother-in-law in Mr. Manuel Lobo, unburdened with wife and children, it became a simple matter to acquire land after land and to make investments after investments, in that brother-in-law's name and to secure them for his children by making Mr. Lobo to frame a will, so that this property may not go to his heirs if he should die intestate, while during Mr. Lobo's lifetime, Mr. Lobo's integrity and high character were a guarantee to the Tahsildar that his investments were safe.

38. The deliberate disregard for a period of about 13 years of the most stringent orders of the Honorable Board and Government, on the part of the Tahsildar called for serious notice, and Petitioner considered it no less his duty as of others to lay these facts before the proper authorities, with a view to the orders of the Board and Government being obtained for the condign punishment of this public servant, who has most audaciously infringed those very rules which it was his bounden duty to have conformed to throughout his service.

39. Petitioner begs leave to apologize for approaching Your Honorable Board with this appeal and thereby trespassing upon your precious time, which he would not have done if the Acting Collector had dealt with this matter in the way it should have been done. A careful and impartial enquiry was the only thing Petitioner had been earnestly praying for, but that has been refused and the order appealed against passed, which has seriously damaged Petitioner's reputation as a public servant. He therefore most earnestly prays Your Honorable Board to bestow your patient and benevolent consideration to this appeal and its enclosures.

40. Some delay has been unavoidably caused before the presentation of this appeal: Petitioner was obliged to wait for Exhibit *EE* which he received only about the middle of February last, and some time was lost before the appeal petition and the Exhibits were printed. Hence Petitioner has to solicit Your Honorable Board's kind indulgence for this delay.

tioner earnestly prays that Your Honorable Board may be
ce this appeal into your benevolent consideration and pass such
Honorable Board considers fit under the circumstances of the case.

kindness, Petitioner shall ever pray.

(Signed) C.S.M. Abeyesekera.

Kundapur, 13.4.99.

Exhibit A.

To

K. Ganapaya Esquire,
Temporary Deputy Collector
in charge of Mangalore Taluk, South Canara.

Sir,

I am the Mulgar of land belonging to Muli warg No. 5 of Kudumbur village in Mangalore Taluk, assessed at Rs. 60-9-8. To the south-east of this land runs a river from north to south and which is formed by the junction of the Tokur channel with the Gurpur river. The current of this river naturally beats towards the land of the above warg, which is consequently ever being washed away to a certain extent. The owners of the lands on the western bank of the river had from time immemorial raised several stony groynes to prevent this erosion, as shown in the enclosed map of the land. Lately the groynes constructed on my portion of the land having fallen in ruins, even the embankment that had been raised for the safety of my land gave way and nearly 2 acres of ground have imbedded or submerged in the river. In order to evade this, I caused the old groynes to be repaired and renewed at a cost of Rs. 200 to make them more strong, being contiguous to one of them partially washed away but still visible.

2. Groyne No. I on the map belongs to Mr. Fernandez, groynes Nos. II, III, IV, and V, are situated within my limits. It will be observed that the groyne No. III is more subject to the current of water owing to the existence of the land lately reclaimed and belonging to Vakil Lakshminarnappa just opposite it, and also the south-westerly direction of the flow of water of the Gurpur river. About 2 months ago after the repairs to the old groyne No. III were begun and nearly completed, *the Tahsildar of Mangalore, who is ill-disposed towards me and who has lately acquired extensive and valuable lands in Kannur, Attavar, Bijai, Kandavar, Ulaibettu and other villages in Mangalore Taluk while Tahsildar of the said Taluk*, got a petition from Lakshminarnappa, the owner of the opposite land above alluded to, and having obtained an informal and incomplete report from the Shanbhog of Bala Turf, together with an inaccurate sketch (the lands in question are within the jurisdiction of Panambur Shanbhog) has passed an order to stop the work of the repairing the old groynes to no other purpose than to annoy and put me into loss. The Shanbhog of Bala Turf had no business to inquire and report singly on the above petition, and the more so without the presence of the Potail of the village effected by the petition and without examining the party against whom the petition is made. The Shanbhog's report and the Tahsildar's order are both one-sided, and as I am not bound by that order I beg that Your Honor may be pleased to call for the records of the above enquiry and on a kind perusal of the irregularities committed by the Tahsildar, set aside his order and accord permission for my proceeding with the work already commenced.

3. I beg to bring to your notice that the land referred to by the Petitioner Lakshminarnappa as his warg land, is not such as he says, except a very small portion of it, the rest being land reclaimed from the river owing to the current of the river diverted towards my lands. The extent of land washed away out of my warg has been marked in the sketch as *A*. The fact that this is really an erosion will be evident from the existence of stones in the portion of the river-bed under the water and other materials of the embankment washed away by the river.

4. As the rains are approaching, I beg that early orders may be passed in the matter to allow me to finish the work before the monsoon commences and thus to relieve me from the loss to which I would otherwise be subjected.

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

Exhibit B.

No. 3264.

Memo.

With reference to the petition addressed by him to the Temporary Dy. Collector, in charge of Mangalore Taluk on 13th April 1892, C. S. M. Abreo is hereby called on to give the details of the lands which, in his above said petition, he accuses Mr. N. Brito, Tahsildar of Mangalore, of having lately acquired in his own Taluk.

S. Canara Collector's Office,
Mangalore, 6th August 1892.

(Signed) ***S. H. Wynne,***
Collector.

Exhibit C.

No. 4009.

Memo.

With reference to his following allegation against Mr. Brito, the Tahsildar of Mangalore, Mr. Abreo, the Head Clerk of the Head Assistant Collector's Office, is directed to give specific details of that allegation on or before the 20th October next. Mr. Abreo will understand that the charge made by him against the Tahsildar was a very serious one and he must either substantiate it or admit its falsity. The allegation, as contained in Mr. Abreo's petition to the Head Quarters Deputy Collector, dated the 13th April 1892, is as follows:—"The Tahsildar has lately acquired extensive and valuable lands in Kannur, Attavar, Bijai, Kandavar, Ulaibettu, and other villages of the Mangalore Taluk while Tahsildar of that Taluk".

Mr. Abreo will sign and date the duplicate of this Memo. in token of his having seen it and return it to the Collector.

Mangalore,
22nd September 1892.

(Signed) ***P. F. Fernandez,***
Treasury Deputy Collector
A. V. *For Acting Collector.*

To

Mr. C. S. M. Abreo,
Head Clerk, Hd. Asst. Collector's Office,
Kundapoor.

Seen and returned as directed. 30. 9. 92. (Signed) *C. S. M. A.*

Exhibit D.

Wondse, 13. 10. 92.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

Sir,

1
Time extended to 15th November
Clark 13.10.92

*No. 4009 / 22. 9. 92.

With reference to Your Honor's order* calling upon me to substantiate, within the 20th of this month, my allegations against Mr. N. Brito, the present Tahsildar of Mangalore, that that officer has acquired extensive and valuable lands in Mangalore Taluk, I beg respectfully to represent the following for favourable consideration of Your Honor.

2. I beg most respectfully to submit that whatever Your Honor's first impressions may be by considering the age, long service, and testimonials of Mr. Brito's service, yet I am convinced that when Your Honor has fully enquired into this matter with Your Honor's usual patient, searching and thorough manner, Your Honor will be wholly satisfied that my allegations are not bare allegations but real facts.

3. By a reference to the annual statements of the properties, Your Honor will be satisfied that Mr. Brito holds or admits to hold properties in Mangalore Taluk.

4. Para. 3 of Board's Standing Order No. 248 (old edition) strictly forbids a Tahsildar to hold or acquire lands within the limits of his Taluk. Before any enquiry is held in the matter, I beg that Your Honor will kindly consider the advisability of Mr. Brito's retention as Tahsildar of Mangalore Taluk when he holds so many properties in Mangalore Taluk.

5. Since the receipt of Your Honor's predecessor's order calling upon me to give the details of my aforesaid allegation, I have been trying through my people to collect the details required, as I have been far away from Mangalore, but they have been unable to collect any complete information, whereupon I could base a representation to the Collector. I therefore felt it necessary to go myself to Mangalore, but the Abkari and Forest settlement work has hitherto prevented me from applying for leave up to this time. In the meantime I received Your Honor's order, quoted in the first para. of this representation. On receipt of the same I again wrote to Mangalore to get the information, but with no better and satisfactory success; and they tell me that as Mr. Brito is very influential they cannot get complete information and that I must myself come to Mangalore, as the information has to be gathered from Revenue, Judicial, Registration and Municipal Offices as well as from private sources.

6. I have therefore represented to the Head Assistant Collector that I may be granted leave of absence, which I mean to avail myself as soon as it is sanctioned and hope to get complete information within a short time after going to Mangalore.

7. I regret however that the time allowed by Your Honor for substantiating my allegations is drawing to a close, and by the time I reach Mangalore it will be over, and lest I should be considered as having disregarded the orders given to me; I humbly solicit that it may be understood that my non-compliance with the orders is simply owing to my inability to collect the information from such a great distance as Coondapur and helplessness of my agents to get it in a Taluk of which Mr. N. Brito is the Tahsildar.

8. I therefore humbly pray that the time allowed me to substantiate the allegation may be extended by at least 3 weeks more from the 20th instant and also that the Treasury Deputy Collector may be instructed to allow me to refer to the returns of the landed properties furnished annually by Mr. Brito and to other necessary papers (Kudutala Registers, etc.).

For which I shall remain ever grateful

(Signed) ***C. S. M. Abreo.***

Exhibit E.

Endorsement on petition, dated 13th October 1892, presented by Mr. C. S. M. Abreo, Head Clerk of the Head Assistant Collector's Office, applying for 3 weeks' additional time to substantiate his allegations against Mr. N. Brito, Tahsildar of Mangalore Taluk, etc.

The time allowed to Petitioner to substantiate his allegations is extended to 10th November 1892.

S. Canara Collector's Office, Camp Wondse,
13th October 1892.

(Signed) *V. A. Brodie,*
Ag. Collector.

Exhibit F.

Mangalore, 2. 11. 92.

To

The Collector of
South Canara.

Sir,

In continuation of my last petition, dated 13th October 1892, I respectfully beg to state that no orders have been passed on my prayer contained in para. 8 of that petition requesting to allow me to refer to the annual returns of landed properties rendered by the Mangalore Tahsildar Mr. N. Brito, to Government. From the information collected by me, I think it is indispensably necessary to refer to them in order to formulate the details in connection with the matter now under enquiry. I have applied to the District Registrar for copies of several documents, which I will get in a day or two. As the time fixed is fast approaching, I pray that I may be allowed to refer to the said returns, and also to Kudutala Registers and Avarjis of Kodialboil, Kandavar, Ulaibettu, Kannur, Attavar and Bondantila villages from 1879 to 1892 (Faslies 1289 to 1301).

2. Your Honor will be satisfied that this information will be the key which will disclose much hereafter.

(Signed) *C. S. M. Abreo.*

Exhibit G.

Endorsement on Huzur Petition No. $\frac{3097}{2.11.92}$ of Mr. C. S. M. Abreo, praying that he may be allowed to refer to the returns of landed property rendered by Mr. N. Brito, Tahsildar of Mangalore Taluk and to Kudutala Registers and Avarjis of Kodialboil, Kandavar, Ulaibettu, Kannur, Attavara, and Bondantila villages from Faslies 1289 to 1301 (1879 to 1892), as the Collector will be satisfied that this information will be the key which will disclose much hereafter.

Petitioner can be allowed to refer to the Kudutala registers and Avarjis referred to, but not to the returns of landed property, as he has already been informed, that these returns are confidential. I can only be satisfied of the Petitioner's statement, that these returns etc. will disclose much on comparing Petitioner's information with the returns myself.

South Canara Collector's Office,
Mangalore, 3rd November 1892.

(Signed) *V. A. Brodie,*
Acting Collector.

Exhibit H.

Mangalore, 9th November 1892.

To

V. A. Brodie Esq.

Ag. Collector of

South Canara.

Sir,

In obedience to the orders passed by Your Honor on the 22nd September 1892, No. 4009 and in continuation of my petition to Your Honor dated the 13th October 1892, I beg to submit the following facts with reference to my statement that the Tahsildar of Mangalore "has acquired extensive and valuable lands in Cannur, Attawar, Bijai, Candawar, Ullaibettu and other villages in Mangalore Taluk, while Tahsildar of the said Taluk."

2. I beg to bring to your notice that the Tahsildar does not seem to have brought to the notice of the Honorable members of the Board of Revenue the fact that he possessed lands in the Mangalore Taluk before his transfer was made. Nor does it appear that the Honorable Board's permission was obtained for his retention by bringing this fact to the notice of the Honorable Board. I humbly venture to think that your Honor and Your Honor's predecessors were under the impression that the requisite sanction was obtained from the Honorable Board by bringing this fact to their notice.

3. After Your Honor granted me privilege leave, I came to Mangalore, and though I have been diligently making use of the leave granted to me, I could not yet complete the collection of the details wanted. As the time granted to me is the 10th Instant, I place the following materials before Your Honor which concern only 3 cases. I have however collected some information about the other lands and will submit the same when I complete it.

4. The following facts have been stated by me on undeniable information, supported by documents and I have reserved the rest to be stated to Your Honor confidentially by means of confidential memos or personally. I trust a mass of oral evidence will be forthcoming, when Your Honor holds an enquiry into this matter. While basing the following facts on documentary evidence, and in one instance on evidence recorded at an undisputed time, I have carefully refrained from stating any facts which have come to my knowledge by the oral statements of persons however respectable. I trust

that when Your Honor holds an enquiry and examines the necessary witnesses, Your Honor will be satisfied that the time which will have to be given to this enquiry is well spent and that though Mr. Brito has been trying outwardly to conform to the Rules, yet that in reality he was doing what an old Government servant in his position should not have been doing.

5. The reasons for my refraining from basing my case on oral testimony are:—

(i). That the Tahsildar has a large amount of influence in this Taluk as he has been a Magistrate here for nearly 12 years.

(ii). That now he, by virtue of his position, is the head of the Revenue Subordinate authorities in this Taluk.

(iii). That he has powerful relatives through whom he can tamper oral evidence.

(iv). Immediate steps will have to be taken to record the statements of all persons who are known to have any knowledge of this matter.

(v). Till Your Honor is prepared to devote a large portion of your precious time for this purpose or some Officer is appointed who can devote the same, I consider it not prudent to state here all the clues.

6. I have also taken the liberty of requesting Your Honor to send for certain documents and this I have done to lessen the amount I will otherwise have to spend. Already I have spent a sufficient sum for the purposes of this case in the shape of Registration fees &c. and so I beg that Your Honor will be pleased to send for these documents.

7. From the facts stated below, I trust Your Honor will be satisfied that a *prima facie* case is made out by documentary evidence alone, not to speak of the oral evidence which will be forthcoming at Your Honor's enquiry. After Your Honor bestows due consideration on the following circumstances, I beg Your Honor may be pleased to consider the advisability of allowing Mr. Brito to be Tahsildar of Mangalore during the time an enquiry is held into his conduct.

8. Herein, I beg to state certain facts with reference to 3 estates one at Cannur, another at Bijai and the third at Candawar.

9. The *Cannur Estate.* I will take the Cannur land first. When considering the facts connected with it, Your Honor will see that the land should be held to have been acquired either before the Tahsildar's transfer to Mangalore or after his transfer. In the former case it should have been shown in the annual returns for 1880 or 1881 and should have been prominently brought to the Honorable Board's notice through the Collector before his transfer. In the latter case, there is a clear violation of the standing orders and G. Os. prohibiting the acquisition of any lands in the Taluk over which he presides.(x)

10. The Cannur Estate consists of Muli Wargs Nos. 16, 22 and 35. Its extent is about 200 acres. The assessment is nearly 220 Rupees. Its value is about 30,000 Rs. The income is about 1,200 Rupees in cash and rice. It is within 3 miles from the Town of Mangalore and the Tahsildar's residence and is one compact Estate.

11. Of this Estate Wargs No. 22 and 35 were purchased for 16,000 Rupees from one Joseph Aranha in the name of the Tahsildar's brother Mr. Jacob Brito by

means of a registered deed of sale dated 8th July 1880 No. 976 upon the strength of a registered agreement dated 24th and 28th June 1880. I beg to bring the following facts to Your Honor's notice in connection with this Estate.

(I). The purchaser is the brother of the Tahsildar, when the land is purchased for a very large amount, it is obtained in his brother's name when his prospects are good.

(II). This land is obtained for a large amount 4 months after the purchase* of Warg No. 16 contiguous to it by the Tahsildar in his own name for 3,000 Rupees, and in the year in which he has invested altogether more than 40,000 Rupees in lands.

*Registered sale deed dated 9—2—80 No. 243.

(III). The brother's name is borrowed for the sale deed when a very large sum is laid out; *but not* when a comparatively small sum as 3,000 Rupees is spent for the purchase of the estate only 4 months previously.

(IV). Mr. Jacob Brito acknowledges that the land belongs to the Tahsildar and that after the purchase he has made it over to him.

(V). The petition for change of Kudutula of this land is filed by Mr. J. M. Brito in 1880, but kept pending by the Tahsildar for 5 years *i. e.* from June 1881 when he was transferred to Mangalore to the 30th September 1885, (in which year the Tahsildar gets absolute jurisdiction in Kudutula cases).

(VI). Tahsildar Mr. Brito gets registered* leases in his name on the 17th August 1885, when he sees that the prosperity of the Brito Brothers is on the decline and when Mr. Jacob Brito's Kudutula petition is pending in his office.

* No. 1374, 1375, 1376, 1377, 1392, 1398.

(VII). The leases of this land are obtained, but the Kudutula proceedings are kept pending.

(VIII). One month and 13 days after the leases are obtained Jacob Brito is made to withdraw the Kudutula petition which has been pending for 6 years. (*Vide* Tahsildar's own order dated 30—9—85 on Kudutula Register No. 91 for 1885).

(IX). The Tahsildar even then does not yet obtain the Kudutula in his own name nor does he report the matter to the Collector and thereby wilfully keeps authorities in the dark as to the purchase by him of such an extensive land within his own jurisdiction. Contrast with this procedure, the Tahsildar's forwardness in bringing to the notice of the Collector the affair of the Kudutula of his Attawar* house and garden, about which there is no restriction.

* *Vide* Collector's Order No. 20 dated 9th January 1889.

Why should he himself allow Mr. J. M. Brito to withdraw this petition without bringing it to the Collector's notice, when in respect of the house and garden the Collector is apprised?

(X). No sale deed or conveyance seems to have up to date been made by J. M. Brito in favor of his brother the Tahsildar.

(XI). The property was not shown in the annual Returns till several

years after the purchase and till he apprehended some danger to the property by its being allowed to be considered by the authorities as Jacob Brito's property. To satisfy Yourself as to the correctness of the above statement I beg to refer Your Honor to the records in the office.

(XII). The property was proposed to be attached by the Court of Wards in 1891 and the Tahsildar was asked to report about this property along with others. Then in March 1891, Mr. Jacob Brito before the Rev. Inspector says that the land was purchased in 1880 and that after the purchase it was made over to the Tahsildar and he enjoys it and has been paying Government assessment.

Why should not the dates of the giving over &c. have been specifically mentioned by Mr. J. M. Brito and even if Mr. J. M. Brito did not give it why should not the Tahsildar have done it in his Itillah ? Or were they omitted so that the facts may be moulded as occasion requires ?

(XIII). The Tahsildar does not object to this statement.

(XIV). If there was some other Tahsildar than the brother of the defaulter, then either the Court of Wards would have secured a large amount of the amount due to them by the sale of this property or else some of the facts suppressed then would have come to light long ago.

(XV). A careful reading of Jacob Brito's statement and the Tahsildar's Itilla thereon, may furnish additional matter for Your Honor's consideration.

12. From the facts enumerated above and a further enquiry, Your Honor will be satisfied that the Cannur Estate was purchased by the Tahsildar in the name of his brother; that the matter was kept secret and would have probably been kept secret but for the change in his brother's circumstances; that the Kudutula Proceedings were kept pending for a suspiciously long time till the time the Tahsildar gets absolute jurisdiction; that his omission in not mentioning these facts in the annual Returns for 1880 and 1881 or before his transfer and his conduct in keeping the Kudutula Proceedings pending till he secures the leases in his own name was far from being proper; that as a Tahsildar, his forwarding the vague and indefinite deposition of Mr. J. M. Brito of March 1891 without making any remarks on the same was irregular; and in short that the whole of the Tahsildar's conduct in this matter was directly opposed to both the spirit and letter of the G. Os. and Board's standing orders.

13. *Bijai land.* This land was acquired about the same time as the previous estates. Mr. Brito seems to have laid out very large sums of money in the year 1879 and 1880. The big Palatial residence of the Tahsildar which will cost about 18,000 Rupees to build, was also built about this time in an extensive garden now worth about 10,000 Rupees, which had been bought already. Mr. Brito's mind must have also been very much occupied at this time as at Udipi there was the Mhatt Crisis, at Mangalore the acquisition of the lands and in Mysore the Coffee * concerns in which he also embarked a capital at this time.

*Vide printed records in O. S. 17 of 1890 on the file of Nagar Court.

14. The Bijai estate consists of Warg No. 61 and a portion of Warg No. 106. Its extent is about 100 acres. The assessment is Rupees 91—2—11. Its value is about 5,000 Rupees. It is close to the Town of Mangalore.

15. This land was first obtained in the name of one Ananta Kristna Rao a Land-lord and Maganè Shanbogue of Udipi of which Taluk Mr. Brito was then the Tahsildar and Magistrate.

16. The facts enumerated below based only on documentary evidence will. I trust, satisfy Your Honor that the Tahsildar had bought this land in the name of a Magane Shanbogue and again in the name a Potail of his Taluk, that a short time before his transfer he considers it necessary to get an agreement in Mr. Jaki Alwa's name, that a year afterwards the said land was again purchased by the Tahsildar in the name of his brother in-law; that he himself in 1888 with full knowledge transfers the Kudutula of this land to Mr. Manuel Lobo's name; and that this land is not shown in the annual Returns. I beg that in connection with this land the following facts may be considered.

(I). The land was purchased in the name of Ananta Kristnarao on the 13th September 1879 by means of a Registered deed No. 1598.

(II). This Ananta Kristnarao is a Land-lord and also Magane Shanbogue of the Udipi Taluk.

(III). He was a partizan of the Puttigè Mhatt and was a supporter and an adherent of the Tahasildar in the Mhatt confusion.

(IV). On the 21st March 1881 an agreement * (12—3—81) in favor of Mr. Jaki Alwa or Bhatt is registered by the said Ananta Kristnarao for Rs. 2,390, which is said in the agreement to have been paid in cash.

* Registered No 358.

(V). This agreement was made 2 months before the Tahsildar's transfer * to Mangalore and just after his transfer was considered sure.

* June 1881.

(VI). Ananta Kristnarao was a Brahmin while Jaki Alwa or Bhatt was of the Tahsildar's caste and religion; and even after the Tahsildar's transfer, they continued in terms of friendship and his children were lodging in a house of the Tahsildar at Mangalore.

(VII). Mr. Jaki Alwa is a Land-lord, Village Potail and an Abkari Contractor, when this agreement was made in his name, while Mr. Brito was Tahsildar of Udipi.

(VIII). This agreement was intended to be a hold over Ananta Kristnarao and never intended to be acted upon, nor was it acted upon. This is apparent.

Firstly because no sale deed takes place as a matter of fact; *secondly* because the very same and the very next day after the registration of this agreement and 2 months after this agreement *i. e.* 20 days after the Tahsildar's transfer to Mangalore, Ananta Kristnarao by a number of documents * marginally noted takes on sale, mortgage &c. from the tenants the rights of the tenants on the said land for so large a sum as 1,100 Rupees. This was never necessary for him to do as he had already agreed to sell this land and received consideration for it. This fact betrays the benami nature of the transaction. These are very significant facts.

* Documents registered

Nos.	364	dated	22	3 81.
„	365	„	21	3 81.
„	366	„	21	3 81.
„	367	„	22	3 81.
„	368	„	22	3 81.
„	369	„	22	3 81
„	1093	„	20	6 81.
„	1097	„	21	6 81.

(IX). On the 19th of June 1882, both Ananta Kristnarao and Jaki Alwa execute a sale deed * in favor of Mr. Manuel Lobo, the Tahsildar's brother-in-law.

* Registered No. 1012 of 1882.

(X). Of the brothers-in-law of the Tahsildar Mr. Manuel Lobo is the only unmarried man, and therefore best suited for a benami transaction.

(XI). No reason is assigned in Mr. Lobo's sale deed as to why Mr. Jaki Alwa's agreement was not acted upon, nor as to what necessitated Ananta Kristnarao to purchase the rights of the tenants from the very day of the registration of the agreement.

(XII). Mr. Jaki Alwa has been examined as a witness before the Sub Judge of Mangalore on a commission issued by the District Court of Nagar in O. S. No. 17 of 1890 on that Court's file (N. Brito *v.* Messrs. Morgans and C. Brito). In this deposition dated the 6th March 1891, Mr. Jaki Alwa (a member of the District Board) has sworn that he was only a namelender for the Tahsildar in the whole of these 2 transactions and that he never paid nor received any thing. This statement is fully corroborated by the circumstances relating to these transactions. This evidence was given at an undisputed time, remains unquestioned and unimpeached by the Tahsildar.×

(XIII). Subsequently when there had been a partition between Mr. Manuel Lobo and his brothers, all the properties of their father acquired by the father in his own name and in the name of his son were brought into the hotch-pot and divided. But this land and certain other extensive lands believed and talked of as the Tahsildar's have been scrupulously excluded from the partition, they are not even referred to nor is any reason stated why they have been excluded from the partition. Mr. Manuel Lobo had no separate sources of income before partition so as to be able to purchase this and the other more valuable lands purchased in his name and excluded from the partition.

(XIII *a*). It is also said that to make sure that the properties are secured for the Tahsildar, a will is caused to be made by Manuel Lobo for these properties only, which are known to be Tahsildar's.

(XIV). It is manifest therefore that it was well known then that the land was held benami by those who made the partition and were parties to it.

(XV). The accounts of the parties connected with this transaction will disclose much.

(XVI). The Kudutula of this land is transfered * by the Tahsildar in the name of Manuel Lobo. (* Vide Kudutala Register No. 851 of 87, Tahasildar's order thereon 19—12—88).

(XVII). This land is not shown in the Tahsildar's returns.

17. In this way the Tahsildar has been dealing with his Magane Shanbogue and his Potail against express Government orders and Board's standing orders.

18. Your Honor will be pleased to observe that Mr. N. Brito had invested on Cannur and Bijai estates Rs 22,500 and that he had his house and garden valued at about this time 28,000 Rupees. From the facts to be stated hereafter, Your Honor will be pleased to observe that besides this he had invested at this time 12,000 Rupees on other lands in the Mangalore Taluk and Mysore. Very Probably these lands were obtained in the names of others lest these large amounts should attract the attention of the Collectors of the District. Another large investment on land was made by Mr. Brito on the Candavar land.

19. *The Candawar land.* This land covers an extent of about 200 acres, and includes land of Warg Muli No. 10 of Candawar Village, and a large and valuable Jungle. Though its income is about 500 Rupees, its assessment is only Rs. 55—7—3. The land is now valued at Rs. 12,000. It is 9 miles from the Town of Mangalore and quarter of a mile from Gurpur Bungalow.

20. It was purchased for Rs. 8,050 and now I see that the purchase was commenced in the year 1879, though when my petition of 13th April was made, my information was that it was acquired after the Tahsildar's transfer as is the case with some other lands. I thought so as the Kudutala was transferred in Mr. Brito's* name only in 1882. Including this investment the total amount invested in the years 1879 and 1880 *only as already described* comes to about 64,000 Rupees as marginally noted. The details of further amounts invested about this time and in subsequent years will be stated hereafter.

* His Kudutala Petition 11 3 81 2½ months before his transfer; order for the transfer 4 2 82 on Kudutala Register No. 53 of 1881.

* 1 Falneer House and garden	28,000
3 Cannur lands	19,000
Bijai lands	3,490
Mysore Coffee estates about	4,800
Candawar land	8,050
	63,340.

21. No doubt the Tahsildar has got the Kudtala of this land transferred in his name in 1882, and thus gave occasion to the public to know the fact of the Tahsildar's acquisition. But even with reference to this land the Tahsildar has violated the rules which were binding on him as an official in the following ways:

(I). The negotiations for the purchase of this land were begun and closed in 1879, and an agreement was written and registered on the 21st June 1879 and out of the purchase money 800 Rupees* were paid. Again in November 1879, 1,000 Rupees more were paid and a fresh registered agreement * was made. So the Tahsildar had during the year 1879 invested on this land Rs. 1,800. Your Honor may be pleased to check the annual returns for 1879 and 1880 to see whether this fact is mentioned in the statement by the Tahr.

* Agreement dated 21 6 79 Registered as No. 107 of Book IV of the Udipi Sub Registrar's office

(II). The property assessed at Rs. 50 –13 –8 was purchased * from the late Minguel Rodrigues who was a resident of Udipi, and was the Public Works Overseer of Udipi Taluk. Notwithstanding express provisions the Tahasildar has thus had dealings with one of his Taluk.

* Registered as No. 193 of the said Book.

* Sale deed dated 11 3 80 Registered as No 132 on a special power of attorney.

III. The Tahsildar has not brought fact (II) to the notice of the Collectors and my information is that he has not mentioned the amounts and also the person or persons from whom it was purchased in the annual returns.

N. B. This will have to be verified.

All right here. He reported it in his return for 1881. MAB

IV. By a sale deed dated 21—10—80 Registered as No. 1841 Mr. Brito purchases a portion of the said Warg assessed at Rs. 4-10-0 from one Lakappa Campty of Mangalore for Rupees 800. This fact I believe he never shows distinctly in any returns.

22. From a perusal of certain records connected with O. S. No. 17 of 1890 on the file of the Nagar Court, in which the Tahsildar was plaintiff, I have also discovered certain irregularities which will reflect on the Tahsildar's conduct as Tahsildar of Udipi. I will place them before Your Honor after all matter I have to state about the lands is closed and completed.

23. Before closing this petition I beg to be excused for trespassing upon so much of Your Honor's time by giving these details. I considered it necessary to give them so that Your Honor may be able to see the whole matter clearly.

24. If the Tahsildar should submit an explanation on the facts stated in this Petition I beg I may be given an opportunity of refuting the same. I beg leave to continue this Petition by giving further information on the other lands owned by the Tahsildar in this Taluk.

I BEG TO REMAIN &C.

(Signed) *C. S. M. Abreo.*

Printed at the Hindu Press, Udipi.

Exhibit I.

Mangalore, 19. 11. 1892.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

Sir,

Chet 1
I don't think petn's request at all reasonable. He has not been appointed a detective officer to investigate the charge against the Tahsildar but merely requires him to substantiate certain charges made by himself. The truth of which he can come he should by satisfactory evidence for he made them. I informed Mr. Abreo that no such orders will be made as he requests until I have examined him with reference to his petition of the 9th November and am convinced that reference to these documents is necessary when I will examine them myself. VAB 19.11.92.

In my petition of the 9th November 1892 to Your Honor, I had stated certain facts in connection with 3 of the lands owned by the Tahsildar in Mangalore Taluk.

2. When I presented that Petition to Your Honor, I had not been able to refer to the Avarjis, as the Taluk authorities shewed a great unwillingness to find out the same and put off doing it by pretended searches, though Your Honor kindly permitted me to refer to them by your orders dated 3rd November 1892.

3. After the petition, I went to Udipi to collect certain information in connection with this matter, and after my return to Mangalore the day before yesterday, I began to refer to such of the Avarji Registers which the Taluk authorities were pleased to show me, but they have withheld from me the following Avarjis:

I.	Kandavar Village from Faslies			1299 to 1301.
II.	Ulaibettu	„	„	1296 to 1301.
III.	Kannur	„	„	1289 to 1291 and 1294 to 1295.
IV.	Attavar	„	„	1289 to 1293 and 1295.

4. With reference to the omission of the Taluk authorities, I have left a Memo. in the Taluk Kacheri, which I beg may be sent for.

5. By a kind reference to my petition of the 9th November 1892, Your Honor may have been pleased to observe that some important disclosures have been made by referring to the Kudutala Registers. By the Avarjis some important points have been discovered, which will be placed before Your Honor shortly, and I have every reason to expect more important disclosures from the Avarjis now withheld. I am afraid these Avarjis may be tampered with. I have reasons to fear this, more so because even the Record Clerk of the Taluk Kacheri has been changed after Your Honor's orders of the 3rd Instant.

6. As the Taluk authorities waste much of my time, I respectfully beg that orders may be issued that the Avarjis referred to above, *A.* Registers and certain Durkhast cases therein referred to and the Kudutala cases* referred to in the Avarjis may be called for to Your Honor's office, and I be permitted to refer to them in the presence of some responsible officer of Your Honor's office, for which act of kindness I shall ever remain grateful.

*Of warg Nos. 38 and 49 of Attavar village.
„ 3, 6 and 28 of Ulaibettu village.
„ 61 & 106 of Kodialbail village.
„ 10 Kandavar village.
„ 16, 22, 35 and 56 of Kannur village.

I beg to remain,
Sir,
Your most obedient and humble Servant
(Signed) ***C. S. M. Abreo.***

N 16

Exhibit J.

4 Govt. 1. 367/92

Endorsement on petition, dated 19th November 1892, of Mr. C. S. M. Abreo, praying that in connection with his accusation against Mr. N. Brito, Tahsildar of Mangalore Taluk, certain Avarjis, A. Registers, Darkhast and Kudutala cases may be called for from the Mangalore Taluk and that he may be permitted to refer to them in the Collector's Office.

Order.

Mr. Abreo is informed that no such orders as he requests will be made until the Collector has examined him with reference to his petition of the 9th November and is convinced that reference to these documents is necessary, when the Collector will examine them himself.

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 19th November 1892.

(Signed) ***K. Ganapaya,***
For Acting Collector.

Exhibit K.

Mangalore 30th November 1892.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

SIR,

In continuation of my petition of the 9th November 1892, containing certain facts regarding 3 landed estates owned by Mr. N. Brito in Mangalore Taluk, I respectfully beg to say that in consequence of the rejection of my petition of 19. 11. 92, I am precluded from at once giving complete information. As however you have taken upon yourself the task of referring to the registers alluded to in my petition noted above, and as the matter is one which affects the interests of the public service, and not my private concerns, I hope that, with the information I have already given, you will be in a position to form a correct idea of the course pursued by Mr. Brito in order to hoodwink his superiors in respect of landed property actually purchased by him by means of benamee deeds. Nevertheless as Your Honor means to examine me with reference to my petition, I shall personally bring to your notice such further details as may be required on the subject, and I pray that at the time of my examination, you may be pleased to have kept in readiness the annual returns of properties furnished by Mr. Brito as well as the Avarjis, Hathkhardas, etc. referred to in my petitions of the 3rd, 9th and 19th November 1892, and also Mr. Manuel Lobo's will deposited in the District Registrar's Office in April 1886, this document being the most important evidence of the truth of my petition, as it will undoubtedly show the trick played by Mr. Brito by purchasing large landed estates in the name of his brother-in-law and by making the latter to exclude such properties from the list of his family-lands and enter them in the will as being his own self-acquired property bequeathed to Mr. Brito's children.

2. I shall now give a few particulars regarding some other lands owned by Mr. Brito. One of these lands is situated in Ulaibettu village, a fact which lately came to my notice in connection with his having put up an embankment narrowing a water-course to the detriment of my ancestral property situated below the Tahsildar's lands.

3. *Ulaibettu Estate.* It is about 60 acres in extent including certain Darkhâst land and bearing an assessment of Rs. 100, and is composed of Wargs 3, 6 and 28, and brings in an annual income of nearly 300 Rupees. Although I have not as yet been able to find out from whom, when and how he acquired these lands, there is no doubt that this is one of the several estates acquired by Mr. Brito, in the Taluk over which he has been presiding and not ancestral property. Two of the wargs out of 3 composing this estate were, I now see, purchased in the name of one Joseph Coelho in the year 1870, but Mr. Brito has not shown them in his annual returns until 1875 or 1877, and put in a *nil* statement for 1870 or 1871.

4. Another land which Mr. Brito holds is in Attavar village—Warg No. 49, in which his house stands. The kudutala of this land was transferred to his name in 1889, although the property actually came into his possession a few years before that, or in other words, this land, like those at Bijai and Kannur, was also acquired about the same time that he took charge of the Taluk in June 1881. Here it must be observed that it is very significant that an officer of Mr. Brito's experience and standing, knowing full well that it is his duty to have the kudutalas of lands promptly altered to the names of their respective holders, intentionally infringes that rule, hard and fast as it is, by allowing the transfer of the kudutala of his own land to his own name to lie over for an unreasonably long time. My irrebuttable impression therefore was that he acquired the property after his transfer.

5. There are also other valuable and extensive lands owned by Mr. Brito in this very village, the same having been acquired after his transfer to this Taluk in the names of others. I however refrain from giving here the details of these lands for the reasons mentioned in para 5 of my petition, dated 9. 11. 1892, but should Your Honor compel me to mention the details, I shall do so in my examination, giving also the clues, which if followed, will unearth the necessary evidence. The total value of the lands omitted from my petitions is about 50 thousand Rs., the bulk of the properties being held in the name of Mr. Lobo, so that the total amount invested by Mr. Brito comes to about a lack and a quarter, as shown in the margin.

Value of lands as given in para. 20 of my petition, dated 9th Nov. 1892. . . .	Rs. 63,340
Ulaibettu Estate	7,500
Attavar Estates, excluding house and garden . .	50,000
	120,840

6. All these properties have been scrupulously excluded from the partition-deed executed between the brothers of M. Lobo, no reference whatever being made to the said properties in the partition-deed.

7. These heavy sums seem to have been amassed before 1882, which under ordinary circumstances, it would be impossible to secure, more especially as Mr. Brito has not inherited any ancestral property of value and had to maintain out of his own funds 6 brothers and three sisters, as would appear from certain letters filed by him in O. S. No. $\frac{17}{90}$ on the file of Nagar Court.

8. He was appointed Tahsildar in 1868, and the fact that within 12 years of his appointment as such, he should have found it possible to invest more than a lakh in immoveable property, ought to be given due prominence to in gauging the career of this public servant, who leaving the scope possible margin for his maintenance in a suitable manner, as also for the up-keep of the dignity attaching to his position and the expenses of his conveyances could not have saved so large an amount within comparatively so short a time without extraneous resources. Added to this is the fact that Mr. Brito was paid 13 thousand Rupees in about 1885 in liquidation of the amount of the debt due by his brother through whom his house was built and a sum of nearly 57 thousand Rupees invested in landed property, as shown in the margin.

Kannur Estate	Rs. 16,000	
Re-paid	13,000	
House & Garden	28,000	
	57,000	

9. Besides this he has invested large amounts in Government four per-cent loan and also in private loans in the Mangalore Taluk, excluding a large amount of dowry given to one of his daughters,* and I beg to request particulars of these transactions may be demanded from Mr. Brito himself, the Madras Bank and other persons whose names I shall mention in my examination.

*From this the amount drawn from Messrs. Morgan & Son is excluded.

10. I beg to add that during the greater part of the time that Mr. Brito was in Udipi, he had been making large remittances every month to the firm of Messrs. A. J. Saldanha and Sons, whose accounts may, I pray, be called for and correct figures obtained. He has also invested with this firm large sums after his transfer in his son's name.

11. It is not possible to give an exhaustive catalogue of the moveable properties, jewelry of sorts, furniture, and such other belongings of Mr. Brito, but their value may be roughly estimated to aggregate Rupees 10,000.

12. From the years 57 to 67 Mr. Brito could not have saved more than 6 thousand Rupees, making the most liberal allowance for interest and the least for expenses, his pay during these years ranging from 10 to 70, the last only for about a year.

13. From 1868 to 1878 he could not have saved more than 30 thousand in the same way; nevertheless within 1882, he seems to have been actually worth more than a lakh in immoveable property in this district alone, not to speak of the ready cash, jewelry, and other household property.

14. His gains while in the public service thus amount to nearly Rupees 160,000 as summarized below.

Immoveable property	Rs.	125,000
Moveable property	Rs.	10,000
Investments as loans etc.	Rs.	25,000
Total Rupees		160,000
Value of a house newly built	Rs.	5,000
Grand Total		165,000

15. These appalling figures truly cry for a careful and searching inquiry into the mysterious mediums through which such a vast treasure found its way into the pocket of a public servant like Mr. Brito, who, it must be remembered, has no ancestral property of any value to start with, but had on the other hand solely to depend upon his own salary, which as I have already shown, could not have brought in more than Rs. 40,000. To keep hard cash in wooden chests unutilized being an idea not compatible with the policy of a wealth-seeker, Mr. Brito could not refrain from investing his gains in the best possible manner, so that there was nothing unusual in his purchasing valuable lands in a Taluk in which he permanently resides, but the necessity of keeping this a profound secret arose from fear on his part of exciting the suspicions of the superior authorities, if he got the title-deeds drawn up in his own name, and fortunately for ...o be a brother-in-law unburdened with wife or children, it became a very ...uire land after land in that brother-in-law's name and to secure them for ...y making the brother-in-law to frame a will, which is nothing but a docu- ...disposal of Mr. Brito's properties, as Mr. Brito himself would have done by ...leeds stood in his own name. Besides this fact, which will be patent from ...I. Lobo's will, which I again beg to request may be obtained for reference. There is the undisputable fact of the omission on the part of Mr. Brito, to enter in the annual returns the several other lands as he acquired them. His deliberate disregard of the most stringent orders of the Honorable Board and Government on the subject of public servants acquiring landed property, calls for serious notice, and it is no less my duty than of others, whom it may concern to at once lay these facts before the proper authorities with a view to the orders of the Board and Government being obtained for the condign punishment of the public servant who has most audaciously infringed those very rules which it was his bounden duty to have conformed to throughout his service.

Are they secured in the name of Mr. B or in that of his children

This seems to me like an attempt to dictate and insolence. VAB

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

N 18.

Exhibit L.

Memo.

Mr. C. S. M. Abreo, Head Clerk of the Head Assistant Collector's Office, is directed to attend at the Collector's Bungalow tomorrow morning at 8. 30. A. M.

MANGALORE,
1st December 1892.

(Signed) ***V. A. Brodie,***
Ag. Collector.

N 21.

Exhibit M.

Mangalore, 5th December 1892.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

SIR,

I beg leave respectfully to bring the following matters to Your Honor's notice and pray that immediate and prompt steps may be taken in this matter as in the promptness of the action to be taken in this matter depends the interests of Government to a very large extent.

2. I learn that there is a very large amount due to Government by Mr. J. M. Brito, being the amount due by him and others to the estate of Konde Puttamma, which was lately under the management of the Court of Wards until Puttamma's death, when it became an escheat to Her Majesty's Government.

3. As I have been for some time collecting information, in obedience to Your Honor's orders of the 13th October 1892, I came to know that so large an amount as about Rs. 25,000 was considered irrecoverable by the Court of Wards, and since the escheat, the Government was about to write off that amount from the accounts, as it was represented by the Mangalore Taluk Tahsildar, the brother of the defaulters, after a sham enquiry, that the defaulters could not pay the amount as they had no means to make good the said amount.

4. Whatever impression might have been made on Your Honor's mind by the facts then represented to Your Honor, I beg to submit that by considering the following circumstances Your Honor will be pleased to find that there seems to be no legal difficulty to recover the said amount by the sale of wargs Nos. 22 and 35 of Kannur Village paying an assessment of about 200 Rupees and valued at about 26,000 Rupees at least.

5. No doubt, as I learn now, it was made to appear during the said enquiry, instituted on behalf of the Court of Wards, that the said lands belonged to the Tahsildar, yet, as I have stated in my petition, both Your Honor and the Court of Wards were at a sad disadvantage as the person interested in saving these lands was the Tahsildar himself, and the enquiry was supported, as I learn by a mahazar of his close relatives and friends. If there was another Tahsildar, he would have brought all the facts to Your Honor's notice, and the Court of Wards and Government would have been shown a way to secure this amount.

6. These wargs were purchased for 16,000 Rupees by means of a registered deed of sale dated 8th July 1880, No. 976, and the purchaser is Mr. J. M. Brito, brother of the Tahsildar.

7. Whether this land was or was not obtained by the Tahsildar in the name of his brother J. M. Brito, is a question, which will be determined in the departmental enquiry to be held in consequence of my petition, dated the 13th April and 9th November 1892, which are now pending before Your Honor. Apart from a decision on this point, I beg to state that the only person who could lay any claim on these lands is Mr. N. Brito, the Tahsildar of Mangalore Taluk, and that the Tahsildar cannot lay any claim sustainable in law.

5
Apl. 26/1/93

8. The Tahsildar is precluded, on pain of dismissal,* from laying a claim on these lands on the ground that the lands were acquired benamee by him in the name of his brother, because he has not shown these in his annual returns of property till 1885. If he now says that the lands were acquired by him in 1880, he renders himself liable to summary dismissal for having furnished false returns for 5 years (vide the wordings of registered leases Nos. 1374, 1375, 1376, 1377, 1392 and 1398 of 1885, and also the ambiguous and suspicious wording of the original annual return furnished by the Tahsildar in 1885).

* Vide Rule 15 Appendix to G. O. dated 12th June 1890, No. 426, and to 427 Public, and also Board's Standing Order No. 401, old edition.

9. The Tahsildar being precluded from setting up the plea of benamee, the next question is, can he under law claim any right to this property accruing to him subsequent to the date of this document? In fact the Tahsildar has forwarded to Your Honor a statement made by Jacob Brito before the Revenue Inspector to the effect that the lands were purchased by J. M. Brito and afterwards made over to the Tahsildar. By this act the Tahsildar is estopped from raising any plea other than that the date of his claim is subsequent to the date of J. M. Brito's purchase in 1880.

10. I have ascertained that since the date of the sale-deed, dated 8th July 1880, there is no registered deed of any date subsequent to this sale-deed, which can operate by law to give to the Tahsildar any right or interest in these lands. Section 54 of the Transfer of Property Act IV of 1882 lays down clearly that all such deeds should be made in writing and registered. Further under section 123 of the said Act, even a gift is to be in writing and duly registered. There are a number of reported cases also settling the law on this point.

11. Even if the Tahsildar should base his claim on any agreement to sell the property, registered or otherwise, it cannot under section 54 of Act IV of 1882 have any effect. Besides that, such an agreement cannot be now enforced, more than 3 years having elapsed since the date of such an agreement, and such an agreement if there should exist one, cannot be specifically enforced 3 years after the date thereof, as the period prescribed by the Limitation Act for the specific performance of such an agreement is 3 years from the date of the agreement (vide Art. 113 of Schedule II of Act XV of 1877).

12. As the sections quoted above are clear, I considered it not necessary to quote the several rulings of the High Court, which have settled the law on these points.

13. The Genichits taken by Mr. N. Brito from the tenants in 1885, in which he says he purchased these lands and his mentioning these estates in his annual returns for 1885 cannot create any claim in his favor as against Jacob Brito or Government.

14. From 1880 to 1891, Jacob Brito nowhere says in any public office that these lands are the Tahsildar's. It is only after the date of the decree obtained by the Court of Wards and when the matter is referred for enquiry to the Tahsildar, that we see Mr. Jacob Brito support the claim of his brother the Tahsildar (vide sub. para. 12 of para. 11 of my petition dated 9th November 1892). The Tahsildar cannot also claim adverse possession for 12 years.

15. There seems to be no difficulty therefore to secure this property for Government.

16. As a large amount due to Government seems to be at stake in this matter, I take the liberty of humbly venturing to suggest, that my petition may be submitted for the opinion of the Law Officers of Government through the Honorable Board of Revenue, and that during the pendency of this reference, any orders to be passed remitting any amount to the defaulters may be kept in abeyance.

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

N 22

Exhibit N.

Endorsement on H. P. R. No. $\frac{3431}{3\text{-}12\text{-}92}$, presented by Mr. C. S. M. Abreo, requesting orders to the Mangalore Tahsildar to furnish him with copies of certain papers from the Kudutala Case No. $\frac{91}{1885}$ on the Tahsildar's file.

Order.

Petitioner's application cannot be granted as it does not appear that he has any interest in the paper of which he requires a copy. The Tahsildar has been directed to forward the records of the said Kudutala Case to this office. The two anna copy-stamp papers and the half anna postage label received with the petition are herewith returned to him.

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 6th December 1892.

(Signed) ***V. A. Brodie,***
Acting Collector.

N 34

Exhibit O.

Mangalore, 14. 12. 92.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

SIR,

On the 2nd instant Your Honor was pleased to question me as to the motive or object which the Tahsildar could have had in not getting the Kudutala of Kannur lands wargs Nos. 22 and 35 changed to his name while he showed the said property in his returns for 1884 or 1885 and got registered Genichits in 1885.

2. A kind consideration of the following facts will suggest the motive which must have induced the Tahsildar to put off the transfer of the Kudutala of these lands to his name, and that the motive is not far to seek.

3. Jacob Brito and the Tahsildar's other brothers owed to late Konde Mallanna Shetty a sum of 40,000 Rupees on the pledge of the Thodambail land as also a garden at Falneer near the Tahsildar's house and land.

4. The lands which were pledged were nearly equal to the amount laid out, and so Konde Mallanna Shetty laid very strict clauses about payment of interest. By the sale of the said land also, Your Honor must have been satisfied that it was not a sufficient security for the amount. From 1881, the interest on the said amount was allowed to accumulate, while the produce of the land went to the pockets of the Britos. The interest accumulated and the land was not a sufficient security, and it became necessary to secure some other properties standing in the name of the Britos. There was danger to the Kannur lands whether one takes its acquisition to be benamee or otherwise, bearing in mind that the Tahsildar does not shew it in his returns till 1885.

5. It is a question whether if Mallanna Shetty were alive, the Tahsildar would have considered it necessary to take the leases of the Kannur lands in his name and to show them in the annual returns, as Konde Mallanna Shetty was within the Tahsildar's jurisdiction.

6. Konde Mallanna Shetty dies on the 18th November 1882, and affairs assume a new phase. The Collector put in a petition in May 1883, requesting the District Judge to take possession of Mallanna Shetty's property, which was refused. It is not considered necessary to do anything with the Kannur lands, as the Collector does not get much encouragement in this litigation. The first instalment of Rupees 39,999 becomes due in 1883. In 1884, one Kusumaji, a landed Jain proprietrix in the *Mangalore Taluk* brings in O. S. No. 16 of 1884 in the Sub. Court. In 1885 the Court of Wards becomes a party to this suit and Kusumaji's claim is in 1885 believed to be futile and was ultimately dismissed on the 4th September 1885. Thus Your Honor will see why it was considered necessary to obtain the leases on the 17th August 1885, *i. e.* three weeks before the dismissal of Kusumaji's suit, and why Jacob Brito withdraws his Kudutala petition about 26 days after the dismissal of Kusumaji's suit. In this very year, O. S. No. 20 of 1885 was brought against Padmaraja Shetty and others by the Court of Wards. When the Court of Wards was so earnestly prosecuting the claims of Konde Puttamma, where was the guarantee to the Tahsildar and his brothers that the Court of Wards will not at once proceed to recover the amount due by the Brito Brothers, which, if I am correctly informed, was the largest item of debt due to Konde Puttamma's estate.

7. Whether this estate was purchased by the Tahsildar himself in 1880, in the name of his brother; whether the Tahsildar got the leases simply to secure this property for his brother to prevent its being seized by the Court of Wards, or whether it was purchased by the Tahsildar in 1885, are not questions for me to determine, but I will simply bring to your notice whatever facts have come to my knowledge, so that Your Honor may be in a position to judge the whole matter clearly. With this object I had applied to Your Honor for a copy of the petition of Mr. J. M. Brito withdrawing

his Kudutala proceedings; but Your Honor has been pleased to say that the records will be sent for to the Huzoor, and that as I have no interest, the copy cannot be granted to me. I beg here that the said order may be reconsidered and that at least in the interest of Government the said copy may be granted to me or I be permitted to refer to it as Your Honor allowed me to refer to Avarjis etc. by your order dated 3rd November 1892.

8. I beg also, that Your Honor may be pleased to re-consider the order declaring that the annual returns of property are confidential; I have not been able to find any order of Government or Board, which says so. The Collector of South Canara had forwarded these very returns to the District Court of Simoga, in O. S. No. 17 of 1890, at the requisition of private parties. If they could be produced as evidence in a Foreign Court, where counsel, parties and witnesses may peruse them and obtain copies, I beg that Your Honor may kindly allow me to refer to them.

9. I am informed that the return of 1885, furnished by the Tahsildar, showing the acquisition of the Kannur lands is suspiciously vague, ambiguous and obscure. If Your Honor should not still allow me to refer to it, I pray that a correct translation of this original return as well as of all other returns furnished, since the Tahsildar's entertainment in the public service, may be ordered to be put up for Yonr Honor's perusal.

10. The same also may be ordered to be done with the original Kudutala petitions presented on or about September 1885 by Mr. J. M. Brito before the Tahsildar. If I were allowed to refer to those papers, I would have been able to guess the real motives at least fairly correctly. But however the Tahsildar who was required by the marginally noted strongest orders* to have the Kudutala transferred without delay to the name of the real owners, does not do it. At first sight the object appears to be double edged. On one hand Jacob Brito does not acknowledge the Tahsildar's title, while on the other hand the Tahsildar tries to secure evidence in his own favour. Either of these could claim the land, rightly or wrongly, and set up such pleas as occasion required.

*I. G. O. 12. 585, No. 558 R. D.
II. Collector's standing order No. 5 / 15-4-55. Vide *Dt. Gazette* Suppl. 20. 5. 85.
III. Bd's. Pro. 8. 10. 85 No. 2820.
VI. Bd's. Pro. 15. 3. 86 No. 630. Village Sec. in *Dt. Gazette* Supplement, 6. 2. 86.
V. Collector's printed Circular No. 6 of 23. 6. 86.

11. Be that as it may, the Tahsildar had difficulties in the way of his transferring the Kudutala to his name.

12. The Kudutala was in the name of Bastian Aranha, whose son Joseph Aranha had sold the land; Joseph Aranha's examination was necessary under the rules. Even if the Tahsildar could induce the said Joseph Aranha to make a statement as he wanted, what had Joseph Aranha to say? Either he must say, that the land was sold by him to the Tahsildar or Jacob Brito. If he had said the former, the Tahsildar would have been in trouble, as he had not shown it in his annual returns for 5 years. If he had said the latter, as there was no registered document conveying the said property, there was danger of its being attached by the Court of Wards for the amount of the first instalment.

13. The second difficulty was to have the statement of Jacob Brito recorded. That there was this difficulty then, is evident from the fact that even in March 1891, Jacob Brito could only make a vague statement without giving dates or details. I may also add that the annual returns are seldom translated and checked by the Collector personally, except when questions like the present one arise.

14. When considering as to whether the land is available for attachment by the Court of Wards, Your Honor will be pleased to consider that the very fact that the Tahsildar has taken leases without the document, shows that the transfer was without any consideration. If there was consideration, it is extremely unlikely that the Tahsildar would not have got a duly stamped registered agreement. This fact is remarkable as shewing that the brothers were acting in collusion or that the land was acquired benamee in 1880.

15. I also beg that all the records connected with the enquiry made by the Tahsildar, as also all the Kudutala proceedings and annual returns translated and that such steps as Your Honor deems necessary may be taken at once.

I beg to remain, etc.

(Signed) *C. S. M. Abreo.*

N 35

Exhibit P.

Mangalore, 20th December 1892.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

Sir,

In para 24 of my petition of the 9th November 1892, I prayed that I may be given an opportunity of refuting the explanation submitted by the Tahsildar Mr. N. Brito. I learn that he has forwarded an explanation on the facts stated in my petitions.

2. A very large number of witnesses are aware of facts connected with the affairs of these lands, and before I name the witnesses, I shall have to be prepared as to what points will have to be proved. This I can do only after I peruse the explanation of the Tahsildar.

3. Your Honor may have observed that there has been a systematic attempt on the Tahsildar's part to keep his superiors in the dark, and this renders it the more necessary that one who has been for a long time collecting information on these points, should be given an opportunity of referring to the explanation.

4. I therefore pray that Your Honor will be pleased to give me a copy of the same or allow me to refer to it to enable me to refute his explanation.

5. I also beg to lay before Your Honor the following irregularities discovered by me, which reflect on the Tahsildar's conduct as Tahsildar of Udipi, disclosed by the records of O. S. No. 17 of 1890 on the file of the Nagar District Court, printed copy of which I beg to enclose herewith in a sealed cover as directed, and pray that it may be returned to me after Your Honor's kind perusal, as a friend of mine had lent it to me for my reference. If necessary Your Honor will be pleased to send for the original manuscript-papers from the Tahsildar, who, I learn, is in possession of them, as he is the plaintiff in that suit.

6. The Tahsildar has been collecting coolies from the Udipi Taluk, and advancing money to them while Tahsildar of that Taluk to work in the coffee estates at Balloor.

(1) Vide list made by Mr. N. Brito (Exhibit IV) and sent by him to Mr. Lawrence Lobo, with his letter dated 30. 9. 80. (Exhibit III) printed at page 80 of the enclosed Blue Book. This shows that coolies were collected from Shiriar, Karkal etc. in Udipi Taluk.

(2) Deposition* of Tahsildar's 5th witness Subbaya Shetty. This shows that coolies were collected in Udipi Taluk and despatched to the coffee estates through the said witness.

* Vide para 85 and 86 of the Book.

(3) Exhibit G., which is the receipt* granted by the said Subbaya Shetty to the Tahsildar.

* Vide page 41 of the Book.

(4) Letter* produced by the Tahsildar dated 6. 6. 80.

* Vide page 49 of the Book.

(5) Do. * do. do. on 18. 5. 80, written by C. S. Brito to the Tahsildar.

* Vide page 47.

(6) Letter* produced by the Tahsildar dated 12. 5. 80.

* Vide page 44.

(7) Do.* do. and written by Gaspar Muisquith in Balloor estate in 1880, to the Tahsildar.

* Vide page 43.

(8) Vide also part marked at page 9 of the Book.

7. The second irregularity is that the Tahsildar and his brother Casmir Brito, as partners have been borrowing for the benefit of their joint coffee estates and not repaying large portions of it. On this point the following may be referred:

* Vide pages 71 and 72 of the Book.

(1) Letter Exhibit I (and its translation) written by Hyder Sahib, one of the Tahsildar's witnesses and friends to C. S. Brito on 23rd May 1881.

* Vide page 69.

(2) Letter written by C. S. Brito to Andar Hyder Sahib of Karkal and produced on behalf of the Tahsildar (translation also printed).

* Vide pages 66 to 68.

(3) Pro. Note dated 8th June 1880 for 1000 Rs. executed by C. S. Brito in favor of the said Hyder Saib, also letter written by C. S. Brito to the said Hyder Sahib on the 3rd November 1879 (translation also printed).

* Vide pages 64 to 66.

(4) Hyder Sahib's deposition as Tahsildar's 1st witness. This deposition also shows that out of the amount lent by Hyder Sahib, it was not considered worth while to repay so large a sum of 2000 Rupees out of it.

(5) Vide also letter printed at pages 43 and 44 of the Book.

8. It appears that Mr. Brito has been making profits, by selling through the firm of Messrs. A. J. Saldanha & Sons tools etc. obtained by the Tahsildar from Udipi and sent to the said firm.

(1) Vide letters of Mr. N. Brito printed at page 63 of the Book.

(2) The Potails seem also to have been pressed to supply fowls (vide page 25 of the Book).

9. That the Tahsildar has been using his peons for his own private use and sending them to Balloor etc. and also after the coffee estates coolies, is evident from the general effect of letters* written by Mr. C. S. Brito in 1880. Also letter† written by C. S. Brito to Mr. N. Brito, dated 11. 3. 80.

* Vide pages 44, 47, 49, 50, 51 and 52 of the Book.

† Vide page 36 of the Book.

10. Notwithstanding the fact the Tahsildar was a Magistrate, he seems to have been smuggling Canara arrack into Mysore and making use of Mr. Jacki Alwa alias Bhatt for the said purpose. (vide letters printed at page 51, also pages 10 and 14 of the Book).

11. I have collected other documentary evidence, which will be useful to refute the explanation of the Tahsildar. When I am allowed to refer to the explanation, I shall lay it before Your Honor in refutation of the Tahsildar's explanation.

12. In conclusion I beg to state that in the matter of Konde Puttamma's estate, the Tahsildar's enquiry was very partial and one-sided. He has not brought to Your Honor's notice some other lands belonging to the judgment debtors, which also would have been available for attachment.

I beg to remain,
Sir,
Your most obedient and humble Servant,

(Signed) ***C. S. M. Abreo.***

Exhibit Q.

N 37.

Memo.

M. R. Ry. C. S. M. Abreo is directed to attend the Collector's bungalow by 8½ o'clock day after to-morrow morning (Wednesday).

(By order)

MANGALORE,
26th December 1892.

(Signed) ***A. Vasudeva Pai,***
Huzur Sheristedar.

N 24

Exhibit R.

Mangalore, 28. 12. 92.

To

The Acting Collector of
South Canara.

SIR,

In connection with my examination of this date, I beg to lay the following matters before Your Honor for Your Honor's kind consideration.

2. I beg to state that the following prayers made by me have not been acceded to.

(1) Paras 5 and 6 of my petition of 19th November 1892, though I was allowed to refer to the said papers by Your Honor's orders, dated 3rd November 1892.

(2) The prayer made by me in my petition of 3rd November 1892, so far as the annual returns are concerned.

(3) Last para of my petition dated 30th November 1892, so far as Mr. Manual Lobo is concerned, also paras 9 and 10 of the said petition.

† 13th October 1892.

(4) Also prayers made in my petition of the 14th* September 1892 about copies etc.

(5) Prayers made by me in H. P. R. No. 3431 of the 3rd December 1892.

3. I beg to represent also that the Tahsildar has the following advantages over me:

(1) He has been allowed to refer to the copies of my petitions as also notes of my statement, dated the 2nd December 1892, while I have been placed at a disadvantage with reference to the Tahsildar's explanation and the copies applied for already.

(2) I have not been allowed counsel, though the Tahsildar has been. Thus my own examination and the examination of the witnesses to be examined will not be so thorough and satisfactory, as it would otherwise be, if counsel were allowed on both sides.

(3) I am only to answer questions, while my counsel cannot re-examine me with reference to my cross-examination.

× 1 Case s different. only after Mr. Abreo had been allowed to appear by Vakil and where the complainant was a villager ignorant of English and directly aggrieved by the act complained of

(4) It was only this day that I was informed that during the departmental enquiry, counsel will be allowed to the Tahsildar, and though I brought counsel to have my case represented by counsel, I had no time to give full information to counsel, I have been informed that no counsel will be allowed to me, though in the Tumbe case Your Honor allowed a pleader to appear on the other side. ×

(5) My not being supplied with the copies and my not being allowed counsel prejudices my case and also the evidence on my behalf, while it gives the Tahsildar undue advantage over me. Under the circumstances I would be very grateful if the Tahsildar be directed to clear himself by a judicial enquiry when I shall have every latitude to prove my case by judicial evidence.

(6) As it is, I take the liberty of representing that it will be ruinous to me not to allow me to engage counsel, and if all the copies are not granted to me and I am not allowed the use of counsel as the other side is.

4. I therefore beg that the enquiry into this case may be adjourned so that, if necessary, I may apply to the Honorable Board for copies of the orders, as by a perusal of the Board's Proceedings No. 648, dated the 12th November 1891, I fully trust that copies will be granted to me.

5. I also wish to pray to the Honorable Board to allow me counsel as has been done to the other side.

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

Exhibit S.

Mangalore, 29th December 1892.

To

V. A. Brodie Esquire,

Acting Collector of

South Canara.

SIR,

In requesting that the following witnesses may be examined on oath, I beg respectfully to represent that I am denied full scope to substantiate those charges which at one time Your Honor declared to be "serious" and called upon me either to substantiate or admit their falsity and thus put me on my defence and challenged me to substantiate them.

2. In pursuance of this order I was obliged to spend large sums of money and in doing so, I had every conviction that, at the least, I will not be refused those facilities which are now afforded to the Tahsildar, not to speak of the advantages he has over me by virtue of his official position.

3. I have been refused the aid of counsel, though my position is that of a defendant; I have not been granted copies of certain papers, nor the adjournment I asked for to appeal to the Honorable Board against the said orders has been granted to me, but still I have every hope that truth will come out, whatever may be the disadvantages under which I am placed. Whatever may be Your Honor's present impressions, I trust Your Honor will, when going into the evidence, make allowance for the disadvantages in which I am placed and whether Your Honor is able to complete the enquiry or not, before your furlough, I think there will be no doubt, that a correct decision will be arrived at.

4. Important cases of misconduct like this on the part of Government Officials have been brought to light by the exercise of a judicious discretion on the part of the heads of the district, who, while safeguarding the interests of the public servants, have always given every facility to accusers to substantiate their allegations. I beg Your Honor to do the same in this case, as otherwise, with the Tahsildar's official influence and with the other advantages it will be waste of my time and energy to expect that the truth will be out and that I should be able to make out my defence wherein I am asked to substantiate my allegations. I will be ruined, if the truth does not come out.

5. I think I owe a duty to myself and more so considering that the Tahsildar has been sanguinely giving out that he is assured that I will be brought into trouble in this matter, and hence beg to lay forth my feelings freely. If not to our District Adminstrator, to whom else can I do it? I entreat Your Honor to accede to my prayers or at least grant me endorsements so that I may appeal to the Honorable Board.

6. By my examination the Tahsildar has obtained every clue and the names of some of the most important witnesses, who is and is still retained in power, will now be able to tamper with my evidence. What capital will be made by the other side by Your Honor's refusing to allow me (who am on my defence) the aid of counsel when one is allowed to the other side?

7. I had laid every information on paper and if Your Honor considered that that was not enough, Your Honor may have directed the Tahsildar to prosecute me. But unfortunately for me, the very course now followed is one which gives the Tahsildar every advantage over me, who is virtually the prosecutor in this case.

8. These facts make me think that some impression unfavourable to me has been made on Your Honor's mind, by perusing the explanation of the Tahsildar and hearing his comments which I am not in a position to refute, as I do not know what they are, nor is it possible for me to guess them correctly.

(1) Mr. Manuel Lobo, near Milagres Church.
(2) Mr. Jacob Coelho, Manager of escheated Puttamma's Estate.
(3) Mr. A. F. Coelho, brother of Do.
(4) Rao Bahadur N. Shiva Rao.
(5) Dr. Avid Noronha, Assist. Surgeon of Tinnevelly.
(6) Mr. Ambrose Mascarenhas.
(7) Mr. Xavier Saldanha, with counterfoils of cheques from 1876 to 1891, of Messrs. A. J. Saldanha & Sons' firm.

9. Being convinced, however, that a cross-examination of the Tahsildar by professional gentlemen, conducted in the same way as mine, and also the examination of the marginally noted witnesses will satisfy Your Honor of the truth of my statements, a full list of witnesses is ready and will be filed shortly. I beg that the marginally named gentlemen be examined at once on oath. I beg to express that I will not be responsible if the evidence is spoilt by the delay.

10. Your Honor was pleased to express a desire that I should ascertain from Mr. M. Lobo what he knows on these points. I beg to state that as Mr. M. Lobo has told me once that he will state the truth, I think it will not be fair on my part to fish out information from him. I am strongly convinced of the facts I have stated, and I am prepared to abide by the consequences which will follow after a complete, fair and impartial enquiry, both sides being placed in the same position or even in a properly constituted judicial enquiry.

11. So I beg, that I may be relieved from collecting any more information under the sad disadvantages in which I am placed, and that with the immediate examination of these witnesses, Your Honor may decide whether a further enquiry is or is not necessary. At the same time I beg to express my inability to bring to light everything, if the prayers I have been so often making in several petitions are not acceded to.

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

Exhibit T.

Mangalore, 30. 12. 92.

To

V. A. Brodie Esquire,

Acting Collector of

South Canara.

SIR,

As I represented in my petitions of the 28th and 29th instant, you were pleased to allow the Tahsildar's counsel one Mr. F. S. Brito, who is the most important witness in the case, to cross-examine me and to disallow me a counsel. Thus I was put to a great disadvantage, being obliged to answer the questions put to me, and having no means of explaining fully matters elicited in cross-examination, there being no re-examination after cross-examination. There are many matters to be explained, for instance, the income of the Tahsildar at 10 per cent per annum, comes to so much. That should be rightly recorded at compound interest. Mr. Mascarenhas, who lent the printed book in O. S. No. 17 of 1890 on the file of Nagar Court, was not a *counsel* of the Tahsildar but only a witness in the case. The original amount lent by the Tahsildar to Mr. A. F. Coelho and his brothers on mortgage of property was Rupees 3,500 (including 2 documents). With interest up to this it comes to Rs. 11,000 and not Rs. 2,500, as stated in answer to a pointed question put in cross-examination. There are many similar important matters to be explained. I therefore pray that you will be pleased to grant me a copy of my statement recorded on cross-examination, for enabling me to explain matters fully and completely or favor me with an endorsement, if Your Honor is not disposed of to give me the same.

I beg to remain, etc.

(Signed) ***C. S. M. Abreo.***

N 60.

Exhibit V.

List of Witnesses.

(1) Mr. N. Brito, with sale-deeds and agreements, registered and other leases of Kannur, Bijai, and Attavar lands, and deposition of Jaki Alva in O. S. No. 17 of 1891.
(2) Mr. Jacka *alias* J. C. Coelho, Manager of Konde Puttamma's Estate. 2 accused decided to convict himself.
(3) Mr. F. A. Coelho of Attavar, brother of do. 3 To say he was paid in cash by the Tah.
(4) Mrs. Joseph Aranha.
(5) Mr. Joseph Aranha of Attavar.
(6) Dr. Avid Noronha, Assistant Surgeon, Tinnevelly.
(7) Mr. Manuel Noronha of Bolar.
(8) Mrs. P. J. Noronha of do.
(9) Mr. Jaki Alva *alias* Bhatta, Dt. Board Member, Udipi, with his accounts from 1870 to 1883.
(10) Rao Bahadur N. Shiva Rao, with draft sale-deeds of Kannur land and papers evidencing payment of Rs. 12,000 or 13,000 by Mr. Jacob Brito to his brother the Tahsildar. 4 Tah to produce Sale deed executed by Jacob Brito to N. Brito.
(11) Mr. T. M. Rama Rao, Government Pleader.
(12) Very Rev. Fr. Rossi, S. J.
(13) Rev. Fr. Diamonte, S. J., Jeppu.
(14) Harun Shett of Udipi, with all his accounts from 1879 to 1881.
(15) Ananta Krishna Rao of Udipi, with accounts from 1879 to 1883.
(16) Mr. Raymond Noronha.
(17) E. B. Palmer Esquire.
(18) H. R. Morgan Esquire.
(19) Mr. T. Kantappa.
(20) Mr. Joseph Coelho, Pensioned Munsiff.
(21) Cashim Saheb of Udipi, with all the accounts from 1876 to 1881. 5 No. Tahs private affairs. Tah
(22) Hyder Saheb of Karkal, do. do. 6 No.
(23) Rajabally Abdullaly Shett, with his accounts from 1881 up to date. 7 Private affairs - new charge.
(24) Bail Abbu Beary, do do.
(25) Mr. Xavier Saldanha, with accounts of the firm of Messrs. A. J. Saldanha & Sons from 1876 up to date, and counterfoils of cheques relating to the dealings with the Tahsildar, his son and other members of Tahsildar's family.
(26) Mr. Joseph Coelho of Falneer. 8 M. Lobo's brothers-in-law who are fighting the suit.
(27) Mr. Hilary Saldanha do.
(28) Rev. Fr. Martin Coelho. Statement between between Tah & J. Coelho.
(29) Mr. Montu Coelho of Falneer. Wfo - between.
(30) „ Jochim Coelho, brother of do.
(31) „ D. Rasquinha, Head Quarter Inspector.
(32) „ Ambrose Mascarenha of Attavar.
(33) „ Antony Martin Coelho of Falneer.
(34) Rev. Fr. Peter Rosario, S. J., of Codialbail.
(35) Rev. Fr. D. Tossi, S. J., of the Cathedral.
(36) „ „ Minezes of Kalianpur.
(37) Mr. Lawrence Vas of Falneer.
(38) Gregory Porob of Derebail.
(39) Mr. J. L. Saldanha, Tahsildar of Udipi.
(40) „ M. A. Sequeira, „ Kasargod.

(41) Manjeshavar Krishnayya, Pensioner, Mangalore.
(42) Montu Poy of Attavar.
(43) Ladroo Shetti of Attavar.
(44) Captain Wicks.
(45) Mr. A. E. Aarons, Municipal Inspector.
(46) George Lobo of Attavar.
(47) Thomas of do.
(48) Mr. Martin Mascarenhas of Attavar.
(49) Mr. Bably *alias* A. F. D. Noronha.
(50) Kumble Kristraya of Karkal.
(51) Wully Hussan Abba, Merchant, Mangalore Town, with accounts from 1881 up to date.
(52) All the tenants of Bijai land with the receipts from 1880 up to date.
(53) Mr. Antony Rodrigues, Pensioner, now living in Mangalore.
(54) Mr. D'Mello, Pensioned Supervisor, Bolar.
(55) All tenants of Attavar land with receipts.

Kannur land.

I. Registration documents to be sent for and placed before the examination of the witnesses:
(1) Correspondence of Court of Wards from 1883 up to date, Hazur, Taluk and Manager.
(2) Records of Kudutala Register No. 91 of 1885.
(3) Registered Leases from Registration Office, numbers given in the petition of 9. 11. 92.
(4) Collector's order No. 20 of 9. 1. 89, with records rendered by Tahsildar Mr. N. Brito.
(5) Annual Returns from 1858 up to 1892 of the Tahsildar.

Bijai land.

II. Documents.
(1) Records of Cal. Case No. 14 of 1879 on the file of Hd. Asst. Magistrate.

(Signed) ***C. S. M. Abreo.***

2. 1. 93.

N 61

Exhibit W.

Mangalore, 2. 1. 93.

To

The Acting Collector of

South Canara.

Put with other petitions.
Vak
2.1.93.

SIR,

I beg leave to draw Your Honor's attention to the following Board's Standing Orders and G. OS. on the subjects of the investments of lands etc.

I. Board's Standing Order No. 401, vide also G. O. 17. 1. 60, No. 84, specially to Rule 3. 4 and 248* of old edition "in any way interested". Also rule 5 "communicate all particulars respecting it to the Collector of registry with declaration as to their truthfulness".

* Re-published in Board's Proceedings 27. 1. 90, No. 48, Rules 3 to 5, 7 to 9, 14 and 18, also declaration in the form "landed property possessed by me or in which I am in any way interested."

Rule 7 provides failure of the above rules render immediate dismissal.

Rule 10. No portion of time and attention shall be applied to the management of property etc.

Rule 11. The above rules apply to the acquisition of land by *private* sale, mortgage, etc.

II. Board's Proceedings 11. 3. 91, No. 155, last sentence of para 2. "When lands are purchased in other person's name they ought to be shown in the statement". Vide also rule 3 of the appendix "acquisition by purchase, bargain, mortgage, transfer or otherwise or any interest in the landed property".

Rule 4. "Prohibited purchasing at sales under the orders of a court."

Rules 5, 8 and 9 "to the management of landed property held etc. by wife or any other member of his family."

Rule 10, Notes 1 and 2 about declaration.

Rules 12, 13 and 15 about delusive entries. Vide also Board's Proceedings 11. 7. 91 No. 416, G. O. 27. 10. 91, No. 907, Public "All houses owned should be entered in the Returns."

III. Board's Standing order No. 413, G. O.* 2nd June 1865, No. 1185, R. D. (248 A of old edition) specially rule 1 and 4 absolutely prohibited from entering into any money or other dealings whatever with persons resident within their official range, etc.

* Vide also rules prescribed in Board's Proceedings 27. 1. 90, No. 48, re-publishing the rules of 11. 9. 48, 26. 2. 55, 4. 7. 56 in G. O. 17. 1. 60, No. 84, 13. 10. 62, 19. 12. 62, 4. 7. 63, 25. 11. 63, 26. 1. 65, 20. 10. 65, 20. 1. 66, 25. 1. 66, No. 591, 30. 8. 70, No. 934, 16. 5. 71, No. 2070, 28. 7. 71, No. 3171, 27. 9. 72, No. 1922, 23. 5. 82, No. 1368, 27. 1. 90, No. 48.

I beg to remain, etc.

C. S. M. Abreo.

Exhibit X.

Mangalore, 3rd January 1893.

To

V. A. Brodie Esquire,
Acting Collector of
South Canara.

Sir,

I have filed a list of witnesses yesterday to prove by *documentary and oral evidence,* that the lands in question were acquired by the Tahsildar with his own funds and that the consideration came from the Tahsildar and *not from the Benamidars, as it was tried to be made out, and that the Tahsildar has acquired the lands benami.* It will further appear from the evidence that the allegation of the Tahsildar that Mr. Lobo had bought the lands from money borrowed by or entrusted with Mr. Manuel Lobo is false. If the coyy of the Tahsildar's explanation was given to me, as already applied, I would have been able to give a full list before this.

2. I have also learnt that two lands have been purchased in about 1888 by the Tahsildar in the name of his brother-in-law Mr. Manuel Lobo, one in Kandavar village, the said land being wanted to make up the Kandavar estate.

3. An interest of a mulgeni tenant on the Kannur land has also been purchased in 1888 or 1889 by the Tahsildar in the name of Mr. Manuel Lobo.

4. Now I see that this is the reason why the Avarjis for Faslis 1299 to 1301 for Kandavar village referred to in my petition of 19. 11. 92 have been withheld from me and which I beg may be translated and perused

5. With some of the witnesses named yesterday, the Tahsildar seems to have had dealings, which appear in regularly kept accounts. The oral and documentary evidence of some of the witnesses will also show, that the Tahsildar has had dealings in Mangalore Taluk against Board's Standing Orders,* and I beg that an enquiry may be held on these charges also.

* Vide Board's Standing Order No. 2481 as revised by Proceedings of the Board of 27. 2. 90, No. 122.

6. I regret and beg to be pardoned for the liberty I take, in suggesting that a thorough enquiry may be made. This has been rendered the more necessary by the evidence of Mr. Manuel Lobo and Rao Bahadur N. Shiva Rao and by the admissions of the Tahsildar.

7. If Your Honor does not examine all the witnesses, by assuming certain facts stated by the Tahsildar without foundation, I am sorry to say that the enquiry will not be complete and that the interests of Public Service hazarded. The other side wants Your Honor to assume that the witnesses are unreliable before the witnesses are examined. This extraordinary and novel procedure is suggested so that Your Honor may not be in possession of all the facts and that the Tahsildar may get off by taking advantage of the short time which is at Your Honor's disposal, before the arrival of Your Honor's successor.

8. Your Honor would also observe that the statement on the other side that 15,000 Rs. invested in 1880, with Mr. Manuel Lobo will swell to the amounts of the purchase, cannot be true, as with interest this amount could never have swelled to that figure. *I am prepared to disprove the story of this borrowing by unimpeachable evidence supported by documents.*

9. Your Honor might have been impressed by what the Tahsildar expressed yesterday, that he is anxious to have this matter settled by Your Honor before Your Honor avails of the furlough. This representation is made, I believe, because Mr. Power (who I hear will be here on the 7th instant) will have more time at his disposal than what could be spared by Your Honor, to hold a complete enquiry into the several charges appertaining to the lands and the large investments.

10. I have been begging and again beg that a complete enquiry may be made so that Your Honor may arrive at the right conclusion.

11. If Your Honor considers that there is no sufficient time at Your Honor's command, I pray that the matter may be kept pending for Your Honor's successor, who will be able to devote a sufficient time for a complete enquiry.

I beg to remain, etc.

(Signed) *C. S. M. Abreo.*

Exhibit Y.

Proceedings of the Acting Collector of South Canara, dated 6th January 1893.

Read petition of Mr. C. S. M. Abreo, dated the 13th April, 19th May, and 25th May last, addressed to the Head Quarters Deputy Collector, and petitions dated 13th October, 2nd November, 9th November, 19th November, 5th December, 14th December, 20th December, 28th December, 29th December, 30th December, 2nd January and 3rd January, addressed to the Collector, accusing Mr. N. Brito, Tahsildar of Mangalore Taluk, of having acquired landed property in his Taluk in his own name and in the name of his relations contrary to the rules etc.

Read also Exhibits *A* to *H* filed by Mr. Abreo.

Read also Mr. N. Brito's Ittilla No. $\frac{156}{5\text{-}5\text{-}92}$ to the Head Quarters Deputy Collector and his explanation dated the 12th December 1892.

Read also Exhibits *I* to *XXIV* filed by Mr. N. Brito.

Read also depositions of Mr. Abreo under date the 2nd, 28th, 29th, and 30th December and the depositions of Messrs. Manuel Lobo, Camil Lobo, and Rao Bahadur N. Shiva Rao.

Read also Head Quarters Deputy Collector's letter No. $\frac{649}{22\text{-}7\text{-}92}$ and his Proceedings in Mr. Abreo's groynes-case No. $\frac{630}{13\text{-}7\text{-}92}$.

Read also Collector's Proceedings dated 3rd December 1892.

Read also the statement of landed property held by Mr. N. Brito prepared from his annual returns.

Read also notices issued to Mr. Abreo on the 6th August and 22nd September last.

Heard Mr. S. F. Brito on behalf of Mr. N. Brito.

Order.

After carefully going through all the evidence that has been recorded, I am of opinion that any further enquiry would not only be useless, but mischievous, as from what is already on record it is clear that such definite charges as have been made by Mr. Abreo cannot stand. Mr. Abreo's petitions are accordingly dismissed.

(Signed) ***V. A. Brodie,***
Acting Collector.

(True Copy)

(Signed) ***P. F. Fernandez,***
Deputy Collector.

Exhibit Z.

No. 152.

Proceedings of the Acting Collector of South Canara, dated 5th January 1893.

In re. Mr. Abreo's groynes to protect his land in Kudambur village, Head Quarters Deputy Collector's Proceedings, No. 630, dated 13th July 1892.

Order.

I have inspected the above land when inspecting the adjoining waste land darkhasted for by P. Lakshminarnappaya, who has objected to one of these groynes (Darkhast 2nd Appeal No. 37 of 1892) and can see no objection to the eastern groyne at the junction of the Gurpur and Kudambur rivers, as now constructed, for it is obvious that Mr. Abreo's land has been to some extent already eroded at this point and requires protection, but it cannot be extended further out into the bed of the river, but only strengthened. Subject to this latter condition the order of the Deputy Collector directing its removal is cancelled.

2. The next groyne lower down the Gurpur river may also be reconstructed, but its total length must not exceed 20 feet or, in other words, it must not project further into the river than this.

3. Still lower down the river Mr. Abreo's land has evidently been seriously eroded of late years and both to prevent further erosion and also to enable him to reclaim, so far as he can, what has been already washed away, there is no objection to his constructing such groynes as he pleases, subject to the condition that no groyne which he may construct shall project beyond (into the river) a straight line drawn from the base of the 2nd groyne above mentioned, to the point of the head-land to the west of Mr. Abreo's land on the north bank of the Gurpur river.

4. In conclusion I have to say that I am of opinion that the Tahsildar only did his duty in objecting to and putting a stop to the construction of these groynes, as whether they were new or old, Mr. Abreo has admitted that he has never at any time obtained sanction to construct them as the District orders on the subject require.

MANGALORE, 5. 1. 93.

(Signed) ***V. A. Brodie,***
Acting Collector.

Exhibit AA.

The Award of Arbitration.

In the firm of Messrs. Brito Brothers of Mangalore.

Present: John Ball Esquire, Arbitrator.

1. Pascoal Lawrence Brito
2. Anton Piedade Brito
3. Nicholas Sebastian Brito
4. Basil Agustine Brito
5. Jacob Marian Brito
6. Casmir Salvadore Brito

1. The parties named in the margin are brothers, and five of them, omitting the 3rd, have been carrying on business under the style and designation of "Brito Brothers" at this station.

2. They have now by mutual consent closed their business and have by a written "Muchilka" or agreement marked *A*, bearing date the 4th July 1876, nominated and appointed me as Arbitrator for the settlement of their assets and liabilities, and for a partition (according to their respective individual merits) of their property, both ancestral and self-acquired, as set forth in the list (Marked *B*) which accompanies the agreement above mentioned, and have bound themselves to abide by the award I may give.

3. The necessary sanction to enable me to act as Arbitrator and to give validity to my proceedings has been obtained in conformity with G. O., Judicial Department of the 21st February 1873, No. 285.

* * * * *

5. Their reason for choosing me as Arbitrator is, I believe, my personal knowledge of their concerns and of the part each member has taken in conducting their business, one branch of which was under my observation for a series of years.

6. As shown on the Assets side of the list *B*, presented by them, their father left them but little property at the time of his death. The proceeds of this little property barely sufficed for the maintenance of the family.

* * * * *

7. As their own means were next to nothing, the capital required at the outside for their business was

* * * * *

11. N. S. Brito, the 3rd brother, being a public servant, has taken no part in the mercantile business of his brothers, but has helped them with his money.

12 From the above detailed circumstances it is obvious that the assets of the Firm cannot be equally divided between the 6 brothers, but that to each individual member must be allotted a partition commensurate with his share of labor in the acquisition of these assets.

* * * * *

Award.

I therefore award as follows:

14. The ancestral property, that is, the property left by their father (items 1 to 3 on the assets side of the list *B* and amounting to Rs. 6700) to be equally divided between the 6 brothers, each share amounting to Rs. 1,116-10-8.

* * * * *

16. Having thus disposed of their ancestral property which has descended to the brothers, their self-acquired property is next to be considered. This property, including the outstanding debts due to the Firm, as detailed in the list *B*, amounts to Rs. 167,154-6-0, and deducting therefrom the liabilities as detailed in the said list *B*, Rs. 51,477-15-9, there remained for partition between the members, the net amount of Rs. 115,676-6-3.

17. I direct and award that out of this sum:

P. L. Brito	do receive	5/50	share	or Rs.	11,567-10- 3
A. P. Brito	„ „	13/50	„	„	30,075-13- 9
N. S. Brito	„ „	2/50	„	„	4,627- 0-11
B. A. Brito	„ „	15/50	„	„	34,702-14- 8
J. M. Brito	„ „	11/50	„	„	25,448-12-11
C. S. Brito	„ „	4/50	„	„	92,554- 1- 9
				Rs.	115,676-6- 3

18. If to these figures be added the respective share of each member out of the ancestral property, as set forth above in paras 14 and 15, the share of each individual member will stand as follows:

P. L. Brito	Rs. 13,884- 4-11
A. P. Brito	„ 32,392- 8- 5
N. S. Brito	„ 6,943-11- 7
B. A. Brito	„ 37,019- 9- 4
J. M. Brito	„ 27,765- 7- 7
C. S. Brito	„ 10,370-12- 5

19. * * * * *

(*b*) N. S. Brito's share to be made up of item No. 7 the Monoppu Kodi land at Jeppoo . . . . . Rs. 2,000- 0-0

Item No. 13 the garden purchased on Yedurnudy from Minguel Vas, Mangalore . . . . . „ 1,500- 0-0

And Cash . . . . . „ 3,443-11-7

Rs. 6,943-11-7

* * * * *

Given under my hand at Mangalore this 16th day of November 1876.

(Signed) ***John Ball,***
Arbitrator.

Exhibit BB.

South Canara Sessions Court, Calendar No. 29 of 1881.

Judgment: * * *

* * * *

17. It is to be regretted that the Magistrate did not at once examine and *record* the statements made by Akkaya and others who were arrested on the 1st of February last in consequence of contradictory and unsatisfactory statements made by them when first questioned. Had this been done, some clue might have been forthcoming to the true facts of the case. I must further add that I was surprised to hear Mr. Brito say in reply to a question put to him by the Prisoner's pleader that he (the Magistrate of the Taluq and within whose jurisdiction the offence was committed) "did not care whether the murder was detected or not". Had the Magistrate been less oblivious of his duty, there might have been a better chance of the true facts of the case being brought to light.

* * * *

(Signed) ***J. W. Best,***
Session Judge.

10th June 1881.

Exhibit CC.

No. 26.

From

The Session Judge
of South Canara.

To

The Acting District Magistrate,
South Canara.

Sir,

In reply to your letter of the 25th Instant I have the honor to state that I am quite willing to leave to your discretion the decision of the question as to how much of my judgment in Session Case No. 29 of 1881, need be communicated to Mr. Brito.

Since the judgment was written Mr. Brito has explained to me verbally that the statement in question was made by him without due reflection and under a feeling of annoyance that an imputation of some sort was implied in the question to which it was an answer. I must however state that immediately on his making the statement I expressed my surprise at it and thus gave him an opportunity of explaining himself when he certainly did not improve matters by adding, as he did, that he considered it "the duty of the Police". The prisoners' pleader appeared to be perfectly satisfied with the answer and at once sat down; and subsequently argued therefrom that if the Magistrate had not left the case quite so much in the hands of the Police, he would never have admitted as satisfactory evidence the statements made before him by the witnesses Kurumbilu, Akkanni and Lakshumi, who before this Court had forgotten what they had said before the Magistrate and, as argued very reasonably by the Prisoners' pleader, it could not be *facts* that were so forgotten, but simply statements which they had been taught and, were it not for the readiness with which the Magistrate recorded, without sifting it, *any* evidence that was brought to him by the Police, he could not but have found out the true nature of this evidence.

I have the honor to be,
Sir,
Your most obedient Servant

(Signed) ***J. W. Best,***
Session Judge.

Exhibit DD.

No. 257.

Proceedings of the Acting Collector of South Canara, dated 5th January 1893.

Read Revenue Appeal Petition No. $\frac{37}{92}$ presented by P. Lakshminarnappayya against the Head Quarters Deputy Collector's order dated 13th July 1892 in Revenue Appeal No. $\frac{6}{91}$ on his file, refusing to grant on darkhast plots Nos. 1 A, B, C, D on the sketch, situated at Tokur village, Mangalore Taluk, on the ground that their grant will have an injurious effect upon the current of the Kudumbur river.

Read also the Order appealed against and the records of the case.

Read also the Petition No. $\frac{3725}{23\text{-}12\text{-}92}$ of Kudukoli Krishnaya that he has no objection to the lands being granted on darkhast to appellant.

Heard Mr. T. M. Rama Rau, Vakil for appellant.

Inspected the land on 4th January 1893 in the presence of the appellant, his Vakil, Mr. C. S. M. Abreo and others.

Order.

The grant of the whole land on darkhast is certainly, I think, inadvisable, as in that case the grantee would embank it and to embank the portion extending furthest out into the bed of the Kudumbur river at the point of its junction with the Gurpur river, would confine its course more than at present when this land is in times of flood submerged and so cause damage to the land of Mr. C. S. M. Abreo on the opposite or western bank which the river already shows a tendency to encroach upon.

2. At the same time there is and can be no objection to the alienation of so much of the land as lies to the east and north of a line drawn along the eastern bank of the Kudumbur river from the western bank point of Lakshminarnappayya's mulgueni land (No. 3 in sketch) lying between the darkhast land and the Gurpur river to the point on the bank of the Kudumbur river beyond (north of) the darkhast land where Lakshminarnappayya's kadim warg (No. 4) abuts on this stream and forms its eastern bank, because in this case there will be no greater contraction of the Kudumbur river at any point than occurs at the point where Lakshminarnappayya's mulgueni land (No. 3) approaches most nearly to the opposite bank, *i.e.* at the point at which this line is to commence. Nothing however outside such a line can be granted to any one.

3. As the land which becomes available for assignment for cultivation under this decision is especially valuable, being marshy land which can be easily converted into valuable garden, it should not be granted away for nothing, but valued subject to the payment of an assessment of Rupees 6 per acre and offered first at this valuation (after it has been approved by the undersigned) to the Darkhastdar Lakshminarnappayya, then to Louis Naik and then to any other who will take it up.

4. Louis Naik has demanded that it should be sold at auction, but as the claim of Lakshminarnappayya is clearly superior to his, this course does not seem necessary or advisable. Not only is Lakshminarnappayya the first Darkhastdar but whereas the land (plots 2 and 3) to the south of the darkhast land (between it and the Gurpur river) is his hosāgamĕ and mulgueni right and the land to the north (plot No. 4) in his kadim warg with kumaki privileges in the whole darkhast land, Louis Naik only possesses the land adjoining this land on the east No. 5 and his holding is only hosāgamĕ and not kadim.

MANGALORE,
5. 1. 93.

(Signed) ***V. A. Brodie,***
Acting Collector.

(True copy)

(Signed) ***P. F. Fernandez,***
Deputy Collector.

Exhibit EE.

Endorsement on Petition No. $\frac{231}{93}$ presented by Mr. C. S. M. Abreo applying for certain Copies.

Copies of the Exhibits filed by Mr. Brito cannot be granted as they have already been ordered to be returned.

2. Copy of Collector's Proceedings dated 3rd December 1892 will be furnished on petitioner's producing the required number of copy stamped papers.

3. Of the 9 petitions referred to in applicant's petition No. 146 of 16th January 1893 endorsement appears to have been already furnished to petitioner in petitions dated 3rd and 19th November 1892. There are no endorsements passed by Mr. Brodie on the other petitions.

4. Of the copies applied for by petitioner in his petition of 11th January 1893 he has already been furnished with a copy of the Collector's final order of 6th January 1893. He cannot be granted copies of Collector's confidential memo. or of Tahsildar's explanation and depositions of witnesses as they relate to a departmental enquiry and as giving copies of these is equivalent to making the proceedings public, which is not desirable.

SOUTH CANARA COLLECTOR'S OFFICE,
Mangalore, 6th February 1893.

(Signed) ***K. Ganapaya,***
For Acting Collector.

Exhibit FF.

Proceedings of the Acting Collector of South Canara, dated 3rd December 1892.

Read petitions of C. S. M. Abreo of the 9th November and 30th November 1892 charging Mr. N. Brito, Tahsildar of Mangalore, with acquiring lands in the District, the acquisition of which he never reported to the Collector, as required by the rules.

Read also Mr. Abreo's statement of the 2nd December in which he makes the same charges in respect of other lands and further accuses the Tahsildar with having had improper dealings when Tahsildar of Udipi with witnesses Subbai Shetti and Hyder Sahib in O. S. 17 of 1890 on the file of the District Court of Nagar.

Order.

Copies of the above petitions and statement are herewith forwarded to Mr. Brito for explanation with reference to the *following* points only:

(i) As regards warg 16 of Kannur village no explanation is required. Mr. Abreo however asserts that Mr. Brito acquired wargs 22, 35 and 57 in that village in 1880, though he did not enter them in his return till 1885, when he has entered them as having come into his possession from that of his brother in 1884. The Tahsildar must answer this charge (para. 11 of the petition of the 9th November).

(ii) Mr. Abreo asserts that Mr. Brito has acquired valuable lands in the village of Bijai in the name of his brother-in-law Manuel Lobo (paras. 11 to 18 of same petition) Mr. Brito is directed to reply to this charge.

(iii) The charge regarding the acquisition of land in Kandavar requires no answer, for in respect of this land the Tahsildar has duly complied with the rules, but the Tahsildar must explain or answer the charges made by Mr. Abreo in his statement of yesterday: (*a*) that he acquired some additional land in 1882 in Attavar from F. Coelho and others in the name of his brother-in-law Manuel Lobo, and (*b*) that he acquired warg No. 38 in the same village in or about the same year in the same way and further rights in it in the name of Mr. S. F. Brito.

2. Mr. Brito is directed to submit his answer in writing on or before the 10th December. When he has done so he will be allowed the opportunity of cross-examining Mr. Abreo as to his motives in making these charges and the charges themselves, if he so desires.

MANGALORE,
3. 12. 1892.

(Signed) ***V. A. Brodie,***
Acting Collector.

(True copy)

(Signed) ***P. F. Fernandez,***
Deputy Collector.

Enclosure No 1.

In a letter from the Ag. Collector of South Canara to the Secretary to the Commissioners of Land Revenue, Madras, dated 6th March 1894
No. No 893.

Petition addressed to the Board of Revenue by Mr C. S. M. Abreo, Head Clerk of the Rd. Asst Collr's Office Kanara, dated 18. April 1893

No 893.

South Canara Collector's Office.
Camp Kaup, 6th March 1894.

367 OF 94

From,

G. F. I. Power, Esquire,
Acting Collector of
South Canara.

To,

The Secretary to the Commissioners of
Land Revenue,
Madras

Sir,

I have the honor to submit the report called for in Board's Reference, dated 9th May 1893, on Petition* No 1172 of 1893 from C. S. M. Abreo, Head Clerk of the Head Assistant Collector's Office, against Mr N. Brito, Tahsildar of Mangalore Taluk

* herewith returned.

2. Abreo brought his accusations against the Tahsildar from time to time between the 13th April 1892 and the 2nd January 1893, on which latter date Mr Brodie, the late Collector, completed

enquiry into these accusations, with regard to which

In
Canara
Land R
No.

which he, four days later, passed the following order dated 6th January 1893 – "After carefully going through all the evidence that has been recorded I am of opinion that any farther enquiry would not only be useless, but mischievous as from what is already on record it is clear that such definite charges as have been made by Mr Abreo cannot stand. Mr Abreo's petitions are accordingly dismissed."

3. This order was communicated to Abreo. It does not give in full the reasons which Mr Brodie had for coming to the conclusion that Abreo's petitions should be dismissed; but these reasons are given at length in a confidential memorandum (copy of which was not given to Abreo) which Mr Brodie left behind him in a sealed cover, to be given to me if the question should be re-opened after his departure from the district. In this Memorandum Mr Brodie discusses the evidence adduced by Abreo to support his charges against the Talukdar (which was the same as those now made

x Vide Encl No 73 in the Accompanying file.

made in para 8 of his Petition to the Board under reference) and gives in full his reasons for his decision. His Memorandum together with all the rest of the record of Mr Brodie's enquiry is herewith forwarded. The Board will see from the record that Mr Brodie gave Abreo ample time to formulate and prove his charges, that he obtained from the Talukdar a written explanation on such of the charges as seemed to call for explanation, and that he examined at length all witnesses who could give material evidence. He then came to the conclusion, from which I see no reason to dissent, that Abreo's charges could not be substantiated.

4. On the charges Nos 2, 3 and 6 to 9 set out in para 8 of Abreo's present petition to the Board which have been fully dealt with in Mr Brodie's confidential Memorandum I have nothing to add to what Mr Brodie has said. The remaining 2 charges, Nos 1 and 4 and one or two other points referred to in the Petition which are not fully discussed in the Memorandum

x Vide Encl No 23

Memorandum may now be separately noticed.

5. Charge No. 1 is that the Tahsildar has been holding lands in his own name in the Mangalore Taluk against para 3 of Boards' Standing Order No. 248, and that before his transfer to Mangalore he culpably abstained from bringing to the Collectors notice that he owned lands in the Mangalore Taluk, nor was the Boards' permission obtained for the Tahsildars retention in the Mangalore Taluk after he acquired those properties. With regard to this charge, as Mr. Brodie has remarked in the margin of para 2 of Abreo's Petition to him dated 9th November 1892, the Tahsildar was not obliged to bring on to the notice of the Board what lands* he held in Mangalore Taluk at the time of his transfer to that Taluq from Udipi in June 1881, or to obtain the Boards' permission for his retention in Mangalore after he acquired the Kannur lands* in 1884, as he had reported his acquisitions in his

*Lands 1, 2 and 4 to 7 in the enclosed list marked 99.

*Lands 8 to 10 in the list

annual returns, and the Collector who transferred him to Mangalore and the Collectors who kept him there all knew he had property in the Taluq.

6. Charge 4 is that the Tahsildar "had and has extensive pecuniary dealings with land-holders in his Taluq who have several official relations with him."

Mr. Brodie referred to this charge in the second sentence of para 9 of his Memorandum, but he did not enquire into it as it was a new charge.* It was not mentioned up to the 2nd January 1893 when Mr. Brodie finished his enquiry, and in his statement of 2nd December 1892, Abreo said that he had no further charges to make; and even when he did afterwards make this charge he did not seem to be very positive about it or to be prepared with evidence to prove it, for he only says in para 5 of his Petition dated 3rd January 1893* "with some of the witnesses named yesterday the Tahsildar seems to have had dealings, &c." It appears to me that under

*See Mr. Brodie's remark No 7 on Exhibit V.

*Exhibit X.

under the circumstances Mr Brodie was right in refusing to take further notice of this.

7. The 4th sentence of para 2 of Abrois Petition to the Board requires some notice. He there asks for a "careful and searching enquiry with the view of ferretting out the mysterious sources through which such a vast treasure found its way into the pocket of a public servant like Mr Brito."

A similar vague statement was made by him in para 8 of his Petition to Mr Brodie dated 30th November 1892 (Exhibit K). He there said that Mr Brito "could not have saved so large an amount within comparatively so short a time without extraneous resources." When he was asked in the course of his subsequent examination what he meant by "extraneous resources" he replied× - "I do not mean bribes, but presents in return for assistance not in his official capacity."

×Page 15 of his deposition. (Exhibit 38 in the accompanying file)

In para 13 of his Petition dated 9th November 1892 Exhibit H.

he

he also said "The big palatial residence of the Tahsildar which will cost about Rs 18,000 to build was also built about this time 1879-80 in an extensive garden now worth about Rs 10,000 which had been bought already. Mr Brito's mind must have been very much occupied at this time as at Udipi there was the Matt crisis, at Mangalore the acquisition of the Lands, and in Mysore the Coffee concerns in which also he embarked a capital at the time." When he was afterwards asked what he meant by this reference to the Matt crisis (i.e. disputes as to who should be Swami of the Matts or temples in Udipi) he answered× "I only meant that it is surprising that he should find time for private business when he had so much officially to occupy his mind. I did not mean to insinuate that he had made money out of the Matt disputes. Since my leave I have been to Udipi to endeavour to

×Page 15 of his deposition. (Exhibit 38 in the accompanying file)

to obtain evidence of irregularities committed by the Sahildar as Sahildar of Kolapi, but have not yet succeeded. I was four days there. It seems safe to conclude that Abreo is ready enough to insinuate that the Sahildar is corrupt, but that he is quite unable to prove corruption.

8. Para 10 of Abreo's Petition to the Board contains complaints against Mr. Brodie's refusal to allow him the assistance of a Vakil. Mr. Brodie did at first refuse to allow a Vakil to appear for Abreo and his reasons for this refusal are given in the margin of Abreo's Petitions* of 28th and 29th December 1892. *Exhibits R & S. As a matter of fact however he did afterwards allow Vakil F. J. Mascarenhas to appear for Abreo and to put questions to all the witnesses examined, excepting only Abreo himself.

9. The remarks in the margin of Abreo's Petitions of 19th November 1892 (already referred to), 14th and 29th December 1892, and 11th January 1893 show Mr. Brodie's reasons for refusing to give Abreo copies of the Sahildar's returns of landed property, Sahildar's explanation, the depositions and certain other documents. The reasons for not examining any more witnesses are contained in paras 12 and 14 of the Memorandum. Mr. Brodie wished to keep the whole enquiry as confidential as was possible under the circumstances as he considered that no good could result from unnecessary publicity, but there does not seem to me to be any ground whatever for Abreo's contention that he did not get a fair hearing and that his charges against the Sahildar were not carefully and fully investigated.

10. As regards paras 15 and 16 of Abreo's Petition to the Board I beg to refer the Board to my letter No. 4326 of 21.11.93 in which the same question has been dealt with with reference to Board's Proceedings No. 1042, Mrs: dated

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dated 13th February 1893. I may, however, remark that
land Mulki Warg No 16 of Kannur village mentioned
in para 15 as comprised in the Kannur estate
was not acquired by Mr. Brito from his brothers, but
from a different person altogether and is therefore
clearly not liable for the debt due to the Konde
Estate.

11. I have not considered it desirable to make any further formal enquiry of my own, in addition to that made by Mr. Brodie, and in explanation of this and of the long interval that I have allowed to elapse between the receipt of the Board's Reference and the submission of this report I beg to submit the following explanation, which I trust the Board will accept.

12. Mr. Brodie has written at the head of the fair copy of his confidential Memorandum - "Should any attempt be made by Mr. Abreo to re-open this "Don't" as it will only inflame factin feeling in the Roman Catholic Community and lead, I am convinced, to no useful result but the reverse."

13. Mr. Brodie's experience of the District generally & of Mangalore in particular being very con- siderable while mine was practically nothing, and Abreo's charges against the Sahebdar having at it seemed to one on perusal of the record of Mr. Brodie's enquiry, broken down completely, I thought it best not to make any further formal enquiry when Abreo did re-open the matter by his Petition to the Board. I had, however, by that time (I had then been a few months in the District) learned from the European Officers of the District, and from unofficial Europeans also, that Mr. Brito had not a very good reputation for integrity. I was also not very well pleased with some of his work that had come under my notice. I decided therefore

therefore to carefully watch his work and his conduct, and see for myself if there was sufficient ground for concluding that he was corrupt and to defer reporting to the Board till I had come to a conclusion. I have now had him under careful observation for nearly a year, have toured in his Taluk frequently and have given those who had any charges to make against him every opportunity for making them. I have not however received any such charges though of course every one who thinks ill of Mr. Brito knows perfectly well that the question whether he is corrupt or not is pending the decision of the Collector and the Board. One or two anonymous petitions against him have reached me, but these I have not heeded. Anonymous petitions are numerous here and it is not safe or expedient to take any action on them. The Tahsildar's work has been on the whole fairly well done, and although he is decidedly dilatory, especially in his darkhast work, and in matters relating to Forest [illegible] in his work [illegible]

14. On two occasions, in Darkhast cases it was represented to me that the Tahsildar had disposed of land in an underhand and fraudulent manner without due publicity; and I thought that enquiry into these cases might perhaps throw some light on the question whether he was honest. In each case, on enquiry, I found that his conduct had been correct all through and that there was no want of publicity and no good reason to suspect fraud or corruption.

15. The conclusion to which I have finally come is that though his reputation is not particularly good there is no proof that