
 செப்பனெடுபவர் பெயர்
 செப்பனெடுவதற்காக எடுத்த
 கொள்ளப்பட்ட நாள் 04/08
 செப்பனெடு முடிந்த நாள் 6/08
 சரிபார்க்கும்
 மு. ந. பத. ஏ. இராஜசேகரன்
 கையொப்பம் கையொப்பம்

Fort Saint George, Revenue Consultation of 2d March 1858.

No. 34. Read the following letter from G. NAGAPAH, Chetty; to H. FORBES, Esq., Secretary to Government in the Revenue Department, Fort St. George; dated 3d February 1858.

Sir,

* Marked A.

I beg leave respectfully to enclose* original Proceedings of the Court of Sudder Adawlut, dated 21st January 1858, about the suit brought by me to recover the usual Malvarum, or rent, for the Shotriemdar of Coimbadoo from the ryots or Meerassydars according to the cowle granted by the former, which was dismissed on the ground that it is not within the jurisdiction of the Court to take cognizance, unless the permission of Government is previously obtained; that it will be seen this decision was arrived at on the return of the Principal Sudder Ameen of Chingleput dated 21st December last, in reply to the precept of the Sudder Court of the 14th of the same month; copies† of both of which are also herein enclosed.

† Marked B & C.

‡ Marked D.

§ " E.

|| Marked F.

I beg to submit that the Principal Sudder Ameen confined his return to the question of the precept as regards Shotriem only; but it will be perceived from original‡ of the Proceedings of this very officer and that§ of the district Moonsiff of the same Zillah previously held; that the suit in question was admitted, investigated and decreed by them notwithstanding the objections raised by the opposite parties to throw it out under Regulation IV. of 1831, as the accompanying copy|| of Extracts of their Petitions and my answer filed in those Courts will prove.

The restriction of the case by Regulation IV. of 1831, is confined to hereditary or personal grants of money or land revenue conferred by the authorities only; but the nature of the suit under reference, does not fall within the scope of that enactment as to require permission of Government for instituting an enquiry into it; for it is neither the recovery of the money from the Shotriemdar obtained on mortgage by transfer, or any other obligation, nor for a share or any right of the shotriem, but it is simply a private transaction between the ryots and the renter for the landlord.

That, therefore, I humbly solicit that you will be pleased to order that in such a case I am not required to obtain the permission of Government to file the suit; or if it is considered that the Sudder Court's requisition should be complied with notwithstanding the inapplicability of Regulation IV. of 1831, to my suit, as I presume, I entreat that the favor of an order to that effect may be granted.

A.

Extract from the Proceedings of the Sudr Udalut under date the 21st January 1858.

PRESENT.

C. R. Baynes, Esquire, Judge.

T. W. Goodwyn, Esquire, Acting Judge.

Read again Special Appeal Petition presented on the 7th October last, by J. W. Branson, Esquire, Pleader on behalf of G. Nagappa Chetty of Zillah Chingleput.

(Here enter S. A. P. No. 533 of 1857.)

Read also Return from the Principal Sudr Ameen of Chingleput, to the Precept of the Sudr Udalut under date the 14th December last, calling on him to explain whether the Shotriem of Coymbadoo is one of the description over which the Courts have no jurisdiction without the permission of Government being obtained for the institution of the suit, under clause first, Section II. Regulation IV. of 1831.

(Here enter S. U. No. 2993 of 1857.)

As the Principal Sudr Ameen's return shows that this is a shotriem over which the Courts have no jurisdiction without the permission of Government had been obtained for the institution

of the suit, the Court of Sudr Udalut consider that the absence of this permission must be held to be fatal to the Plaintiff's suit, and the application is therefore dismissed.

(A true Extract.)

GEORGE F. FULLERTON,

Acting Deputy Register.

B.

Extract from the Proceedings of the Sudder Udalut under date the 14th December 1857.

Read Special Appeal Petition presented on the 7th October 1857, by J. W. Branson, Esq.,
Pleader on behalf of G. Nagapah Chetty of Zillah Chingleput.

(Here enter S. A. P. No. 533 of 1857.)

1. This is an application for the admission of a Special Appeal from the decree of the Principal Sudder Ameen, in A. S. No. 12 of 1857.

2. Before passing any final order on this application, the Court of Sudder Udalut resolve to call on the Principal Sudder Ameen to explain whether the Shrotriem in question is one of the description over which the Courts have no jurisdiction, without the permission of Government being obtained for the institution of the Suit under Clause I. Section II. Regulation IV. of 1831. If necessary, the Principal Sudder Ameen can apply to the Collector for the requisite information respecting the said Shrotriem.

Ordered, &c.

Precept in VIII. days.

(True Copy.)

(Signed) G. NAGAPAH, Chetty.

C.

In acknowledging the receipt of the foregoing precept, which accompanied an Extract from the Proceedings of the Court of Sudder Udalut, dated the 14th December 1857, calling on the Principal Sudder Ameen to explain whether the Shrotriem of Coyembadoo is one of the description over which the Courts have no jurisdiction, without the permission of Government being obtained, for the institution of the suit under Clause first Section II. Regulation IV. of 1831, the Principal Sudder Ameen has the honor to report in the affirmative, and to forward copy of the Collector's letter of the 19th Instant, in reply to the Principal Sudder Ameen's on the subject, shewing that the Shrotriem referred to was granted to the original Grantee for the services rendered to the State.

Given under my hand and the seal of the Court at Chingleput, this 21st day of December A. D. 1857.

(Signed) T. ALLIGIAH,
Principal Sudder Ameen.

From C. J. SHUBRICK, Esq., Collector of Chingleput; to T. ALLIGIAH, Principal Sudder Ameen of Chingleput, dated Sydaput 19th December 1857, No. 911.

SIR,

In reply to your letter No. 205 of the 17th Instant, I have the honor to inform you that the Shrotriem village of Coyembadoo therein adverted to appearing from the records of this office to have been granted to one Saravāna Chetty for services rendered to the State, or in other words, to have been granted to one Saravāna Chetty for services rendered to the East Indies, I for having formerly supplied cloths to the Company of Merchants, trading to the East Indies, I should consider that it falls under the class of Enams specified in Clause II. para. 3 of the Circular order of the Sudder Udalut, dated the 12th July 1855, and is consequently excluded from the jurisdiction of the Civil Courts by Regulation IV. of 1831 and Act XXXI. of 1836.

(True Copies.)

(Signed) G. NAGAPAH, Chetty.

D.

Original Suit No. 186 of 1853 on the file of the District Moonsiff of Tripasoor.

Plaintiff.

Nagappa Chetty.

Defendants.

1 Venkata Row.	17 Rutnasabapaty Moodelly.
2 Soobba Row.	18 Annasawmy Moodelly.
3 Soobba Row.	19 Vadagherry Moodelly.
4 Ramasawmy Iyer.	20 Annasawmy Moodelly.
5 Samy Goorookhal.	21 Taneyachelly Moodelly.
6 Veerabudra Chetty.	22 Armooga Moodelly.
7 Cooppana Moodelly.	23 Casava Moodelly.
8 Venkata Soobbooo Moodelly.	24 Toroovengada Pillay.
9 Rungammal.	25 Veerasawmy Chetty.
10 Vally Ummay.	26 Venkatachella Naicken.
11 Naraina Moodelly.	27 Narrainasawmy Naicken.
12 Ekambara Moodelly.	28 Aroonachella Graminy.
13 Sabapaty Moodelly.	29 Annamalay Graminy.
14 Tamba Soobroya Moodelly.	30 Moottappa Graminy.
15 Moottammal.	31 Bowa Saib, and
16 Cundappa Moodelly.	32 Venkatasawmy Naiken.

Appeal Suit No. 12 of 1857.

Appellants (13th 17th and 21st Defendants and
the heir to the late 10th Defendant).

Respondent. (Plaintiff.)

1 Sabapaty Moodelly.
2 Rutnasabapaty Moodelly.
3 Taneyachella Moodelly.
4 Soondara Moodelly, heir to the late 10th Defendant.

Nagappa Chetty.

Vakeel.

Soondara Moodelly.

Vakeel.

Mungoo Runga Row.

1st. In the Suit brought by the Plaintiff stating that the Plaintiff having obtained the Ejara of the Shrotriem village of Coimbadoo from the Shrotradar Meenatchy Ummal on the 10th Alpisi of Sowmiah (24th October 1849) year, continued to enjoy it; and that he is therefore entitled to enjoy the incomes of the Tope, &c., situated on the Nunjah and Punjah lands (here enter their number and other particulars) capable of yielding 150 Rupees a year, and therefore praying the recovery from the Defendants of Rupees 600 being the value of the produce of 4 years from Sowmiah (1849) enjoyed by the Defendants, the District Moonsiff of Tripasoor passed a Decree on the 18th December 1854 adjudging the Plaintiff to enjoy the produce of the above Tope, and the Defendants to pay to the Plaintiff as per proofs adduced by him the sum of Rupees 500 out of the amount of produce.

2d. Abstract of the former A. Decree.

The Shrotriemdar is not entitled to any thing other than what has been granted to him by the Circar as Shrotriem. It was necessary that the Shrotriem Peervanah should have been filed in this Suit to prove that the garden in dispute forms part of the Shrotriem, but it was not done.

3d. As the document No. 30 merely shows that the lands belonging to the Shrotriem village are rented to the Plaintiff, it does not appear that the disputed garden belonged to the Shrotriem.

4th. The document No. 31 appears to have been executed by all the Merassidars of the village. From the contents of this document it seems that the produce of the large tope, &c., is made over to the Plaintiff to maintain the charity of the water pandal. It also appears from the proceedings on the record that the tope allotted to the charity consists of 1/2 Cawny of land. In the said document the word Vagayara (&c.) is inserted but no such enquiry was held during the original investigation as to ascertain that they are such and such topes.

5th. There are no strong reasons to believe that the document No. 47 is the Takeed issued by the Tahsildar Moneyappa Modely to Casava Pillay. Further, this Takeed like the document No. 31 does not specify any particulars of the topes in question.

Admitted as stated and Decreed

4 *Fort Saint George, Revenue Consultation of 2d March 1858.*

6th. The documents Nos. 48, 49, 50, 51, 52, 53, and 54, do not likewise give any particulars on the above point, and even the genuineness of the documents is not satisfactorily established.

7th. As the documents Nos. 55, 56, and 57, relate to the produce they are liable to a secondary consideration.

8th. The Appellants declare that the disputed topes are lakirauze.

9th. It is true that many of the defendants have tacitly admitted the claim of the Plaintiff. But it would be improper to pass a final decision before considering the defence of the Appellants who defended the cause in the original.

10th. Further, the Ejadarar does not possess any right which the Shrotriendar does not, nor does the latter (Shrotriendar) possess any which the Circar have not. The produce of the litigated topes is alleged in the original plaint to be Rupees 150. As the Circar is entitled to collect the tax fixed on trees, the Shrotriendar is also entitled to it. If the produce of the litigated tope amounts to 150 Rupees the Moonsiff was bound to conclude the Plaintiff as being entitled thereto.

11. The Principal Sudr Ameen. therefore resolved to remand the suit to the Moonsiff with directions to review his judgement by having the Shrotriem purvana produced before him in order to enable him to ascertain whether the litigated tope forms part of the Shrotriem or not, and by receiving the documentary and oral evidence in order to test the correctness of the Appellant's assertions that the said topes are manium; to ascertain whether the sum of 150 Rupees alleged by the Plaintiff to be the produce of the topes, is the actual produce thereof, or the beriz levied therefrom; and then pass a decree.

12th. The District Moonsiff having on the 30th June 1855 again enquired into the case passed a revised decree on the 30th September 1856 confirming his former decision. The 10th, 17th and 21st Defendants as well as Soondara Moodely, the heir of the 10th Defendant, being dissatisfied with the above decree preferred an Appeal in No. 12 of 1857.

13th. It is stated in the Appeal Petition that the litigated land is the tope granted for the support of the water pandal by one Moottammah, that it belongs to the Meerassidars but not to the Shrotriendar; that the Extracts Nos. 98, 99, and 100 show that one tope measuring 15 Cawnies and another measuring 5 Cawnies are granted free of rent by the Circar for the support of the water pandal; that the said topes were planted by the ancestors of the Defendants; that the Extracts No. 158 produced by the Plaintiff shows that the Jarce topes consist of 36½ Cawnies and that the tope in dispute is included therein, and that the suit should therefore be dismissed.

14th. The Appeal answer states that the witnesses Nos. 27, 34, 39 and 40, and the documents Nos. 55, 56 and 57, satisfactorily proved, that the litigated tope is warraput, and that the produce thereof should be enjoyed by the Shrotriendar. That it is set forth in the documents Nos. 158 and 159 that the manium consists of only 26 and odd Cawnies. That the contested tope is not included therein. That had the litigated land been manium, it would have been inserted therein. That the dowl and pymash accounts specify that the litigated tope is warraput. That the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th, 26th, and 27th Defendants who held greater number of shares presented a Petition in No. 43 admitting the Plaintiff's claim. And that the Plaintiff therefore prays the Court to pass a just and reasonable decree.

JUDGMENT.

1st. In the Ejara Cowl No. 30 produced by the Plaintiff it is specified that the warraput, Nunjah, Punjah and Tottacal, the Paramboke lands both fit and unfit for cultivation and the gardens held on Government grants some of the Zaree Maneum, Jarce Mera and Strotreams, Divastanam gardens and backyards were granted to the Plaintiff on Ejara tenure. It should be ascertained whether the garden now in dispute is calculated in the Tope exempted, or whether it is included in the Plaintiff's Ejara.

2d. The Extract No. 158 of the Board's account produced by the Plaintiff shows that in the village referred to in the plaint, there are 530 Cawnies of Tarabody lands and 36½ Cawnies of Tope, while the account No. 99 produced by the Defendants specifies that the Tarabody lands measure 530 Cawnies, of which deducting the Pooramboke, Maneum, &c., the remaining warraput land measure 350 Cawnies.

3d. After deducting the Topes consisting of 36½ Cawnies alluded to in the document No. 158, the Pooramboke, Maneum and other lands, there are warraput lands to the extent of 350

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Cawnies, and this corroborates the contents of the document No. 99. Had the disputed garden been the one held on Government grant as referred to in the Ejara, the Plaintiff would have some cause to claim it. He never claimed it has a garden held on Government grant. The exhibit No. 30 shows that no garden of other tenure is included in his Ejara rent.

4th. It is alleged that the document No. 31 out of those produced by the Plaintiff, was executed by the Defendants to the Plaintiff. The Defendants plead that the Tope under dispute was allotted for the support of the charity of water pandal, and that it is not included in the Plaintiff's Ejara. The above document No. 31 also specifies that the Tope in question is granted to the above charity, consequently how can it be included in the Plaintiff's Ejara. Hence it is evident that the Plaintiff has no right to the above Tope, and that there is therefore no occasion for the Defendants to execute the said document to the Plaintiff. Under these circumstances, as the said document is open to suspicion it would be of no use the Plaintiff's claim. Under the same impression the other documents, i. e., rent deeds &c., are open to suspicion.

5th. The document No. 83 it is alleged was executed to the Shrotriendar and others by the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th, 26th, and 27th Defendants on the 6th May 1854. This suit was filed in April 1853.* What induced the above Defendants to execute the said document after the institution of this suit. Had it been a genuine one it would have been filed during the original investigation. Hence this is also open to suspicion.

6th. In conclusion, the Plaintiff having entirely failed to prove his claim, the original Decree is reversed with all the costs.

(Here enter costs &c.)

Signed and sealed 30th June 1857.

(Signed, T. ALAGIAH,

Principal Sudr Ameen.

F

Before the District Moonsiff of Tripasoor and other talooks.

O. S. No. 186 of 1853.

Plaintiff.

Defendants.

Nagappa Setty Ejadarar of Coimbadoo residing in the house No. 23 situated in the western line of the Lingisetty's street in Mootteyal Pettah in Madras.

1. Venkata Row living in Coimbadoo in the talook of Sydapett.
2. Soobba Row and 30 others.

Vakeel.

Soondara Varada Pillay.

Vakeels for the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th, 26th, and 27th Defendants, Vadamalay Pillay and Parthasaradhy Moodely; Vakeel for the 2d, 3d, 6th, 25th and 27th Defendants, Coopoo Row.

1st. Defendant personally defended the case.

The other Defendants allowed the case to go exparte.

Decree passed by the District Moonsiff.

1st. In his plaint which the Plaintiff presented on the 15th April 1855, he stated that about 30 years ago Counattoor Nullatamby Moodely, after him Streeperoomboodoor Lutchmee Narraina Reddy, and after him Ramalinga Reddy leased the said village of Coimbadoo from Moottoo Velappa Sette, father-in-law to Meenatchi Ummal, mother to Soobrammaniah Sette the present strotreadar of the above village. That in this Ejara, the following Nunja and Punjah lands, and rockadayam collections, (i. e. great) garden No. 746 measuring 3½ Cawny the Punjah Pooramboke land No. 748 measuring 1½ Cawny, Avady Pavawaram Varapatt land No. 778 measuring 1½ Cawny Mango and Palmyra tope No. 810 measuring ½ Cawny, Tamarind tope No. 815 measuring 4½ Cawny, tope No.

Admitted, investigated and Decreed

817 containing Nelly and other trees and measuring $1\frac{1}{2}$ Cawny, Anady Taris land No. 821 consisting of 88 Palmyra trees and measuring $2\frac{1}{2}$ Cawnies Anady Punja land No. 827 consisting of 17 Palmyra trees and measuring $1\frac{1}{2}$ Cawny, and the land No. 747 measuring $2\frac{1}{2}$ Cawny wherefrom a certain quantity of cow dung, are included and they continued under their enjoyment. That decrees are also passed by the Court in favor of the said Moottoo Velappa Setty. That after the death of Velapp Setty the stream was continued to his son the husband of the above Meenatchy Ummal named Sabapathy Setty, who having retained it in his own management in the years Hivalamby (1837, and Vilaamby (1838) enjoyed the above particularized Pooramboke tope, the ready money collections, &c.

That subsequently one Appaswamy Setty rented the same from the above Sabapathy Setty for 10 years from Vikary (1839) and enjoyed the above Pooramboke tope inclusive of all the ready money collections in the years Vikary (1839) and Savaary (1840.) That while so the 1st 7th and 8th Defendants as well as the 11th Defendant and his adoptive father Chockalinga Moodely with a view to erect a choultry on the public road of the village and establish a water pandal, requested the said Sabapathy Setty in the month of Vaiyasy of Sarvary, May or June 1840, years to grant a Jarce Garden thereto. That this Sabapathy Setty wrote a Takeed to the said Appaswamy Setty directing him to allow the inhabitants of the village to establish a water pandal in the water pandal garden but he did not allow them to enjoy another garden. That in the following year a water pandal was established near the garden of $\frac{1}{2}$ Cawny granted by the villagers for the water pandal under the orders of the above Appaswamy Setty but it was subsequently discontinued. That the above individuals thereupon attempted to usurp the incomes of the tope, &c. That the said Appaswamy Setty having presented the Defendants from interfering with the litigated tope, they continued the water pandal for 2 or 3 years and then abolished. That in the year Soobakritoo (1842) the said Appaswamy Setty having died, his Ejara claim ceased. That in consequence of the death of the Strotreadar Sabapathy Setty which event happened in Plava (1841) the Strotream Village was attached in that year and was afterwards continued in the year Soobakritoo (1842) in the name of Meenatchy Ummal, mother to Soobramiah Setty minor son of the said Sabapathy Setty. That the defendants usurped the produce of the litigated Pooramboke tope, &c., for a few days from the year Krodhi (1844) during which period the aforesaid Meenatchy Ummal was confined to her apartments in consequence of her husband's death. That in the year Sowmyah (1849) the said Meenatcheyammal having entered on the management of her affairs, granted the Ejara of nunjah punjah and pooramboke lands ready money collections, &c., save and except the maneam, jarce mera and jarce swatantrams of the said village to the Plaintiff for 7 years on an annual rent of Rs. 673-11-0, and executed a cowle on the 10th Alpise (20th October) of Sowmyah (1849) year. That immediately after she went to her birth place and remained there for two years. That on the plaintiff asking the defendants to pay the amount already collected from the disputed tope which had been in their possession since the date on which the village was rented to the plaintiffs, the defendants said that the above Meenatchyammal remitted it to them and that, they will not therefore pay it. That on informing this to the said Meenatchy Ummal on her return, she wrote a letter to the plaintiff to say that she never granted the above tope, &c., to the defendants, that in the Ejara granted to the plaintiff the above tope, is also included; that the produce of which should therefore be collected from the defendants and the Ejara amount be paid according to its terms, and that he (plaintiff) should see the affairs of the village regularly conducted. That she has also written another letter to the villagers to the above effect. That the defendants having still withheld the payment of the arrears of rent due on the said tope the plaintiff attached it. That the 1st, 2nd, 3rd, 8th, 13th, 25th, 26th and 27th defendants, who are the holders of greater number of shares in the village executed an agreement to the plaintiff on the 28th Aany of Pareedhany year (9th July 1852) that they would give up the contested tope, &c., as set forth in the letter of the Strotreadar. That though the above document specify that the litigated tope was allotted for the charity of the water pandal yet it is not true. That no document was furnished to them showing that it was so granted. That the Defendants never restored possession of the tope, &c., to the Plaintiff as set forth in the above document, nor did they pay the arrears of rent they usurped; and that the Plaintiff therefore requests the Court to allow him to enjoy the produce of the said tope (inclusive of the ready money collections) which is included in the Ejara undertaken by him (Plaintiff) and recover for him from the Defendants the amount

of 600 Rupees as above particularized, being the incomes of the above tope for 4 years from Sowmyah, (1849) usurped by the Defendants. Further the Plaintiff states that he included the 28th, 29th, 30th, 31st and 32d Defendants as Defendants in this Suit, because the 1st four (i. e. 28th, 29th, 30th and 31st) rented the said tope under the orders of the other Defendants and the other (32d Defendant) rented the cow dung income of the tope.

2d. In the answer No. 14 put in by the 1st Defendant he states that he never enjoyed at any time the produce of the litigated tope; nor is he liable to pay the litigated balance, which ought to be liquidated by the Defendants who enjoyed it. That in the Baronet's Tarabady account $\frac{1}{2}$ cawny of land was allotted to the water pandal. That as the Nunjah, Poonjah and the ready money collections of the litigated tope belong to the Streadar they were collected from the Ejaradars and from the under renters and they were also annually collected from him (Defendant) who was an under renter, and the same was entered in all the accounts prior to Sarvary (1840.) That the Strotreadar is in possession of the Mochilkas executed by the Ejaradars of the village, and the renter of the tope on the subject. That he served the above Ejaradar as Ameen for a few days and collected the incomes of the litigated tope. That while so about 34 years ago the above Latchmee Narraina Setty and Ramalinga Reddy rented the above village, when they established a water pandal in the litigated tope and maintained it for about 7 or 8 years, and under this pretence they included the garden allotted for that purpose in the contested large tope. That the charity of the water pandal having been subsequently discontinued, the tope allotted thereto was included in the one under dispute and the rent thereof collected for the Circar. That in the year Sarvary (1840) he and the other Defendants contemplated to erect a Choultry and establish a water pandal in the public road of the village and accordingly he accompanied by the 7th, 8th and 21st Defendants and Chockalinga Moodelly father to the 11th Defendant, went to the Strotreadar Sabapathy Setty and intimated their intention, and the Strotreadar accordingly wrote a takeed to the Ejaradar Appaswamy Chetty directing him to allow the Defendants to establish a water pandal in the water pandal garden. That this Ejaradar issued a takeed accordingly to Iyavier who was then in the management of the affairs of the village. That in the year Plava (1841) the inhabitants of the above village established a water pandal and endeavoured to enjoy the water pandal garden together with produce of the trees of the litigated tope. Whereupon the above Appaswamy Chetty prohibited them from interfering with the litigated tope, consequently none collected the produce of the litigated tope for a few days and thus allowed it to perish. That the above Sabapathy Setty and Appaswamy Setty died in the year Plava (1841) and Soobakritoo (1842) respectively. That the above village was thereupon zuffed by the Circar. That during that time the son of Sabapathy Setty being a child and his widow Meenatchey Ammal, a young woman, the inhabitants of the village enjoyed the produce of the disputed tope. That in the year Crody (1844) when the above village was rented to one Streepaty Row the said tope was not included in the rent. That in the year Sowmyah (1849) when the said Meenatchy Ummal entered in the management of the affairs of Strotrem village, arrived at the village and rented it inclusive of the litigated tope, ready money incomes. Nunjah and Poonjah lands, to the Plaintiff for 7 years and proceeded to Salem. That the Defendants saying that the said Meenatchy Ummal allowed them to enjoy the produce of the litigated tope, &c., prevented Plaintiff from enjoying it. That after the return of Meenatchy Ummal, she being informed of this circumstance, wrote a letter to the Plaintiff authorizing him to enjoy the lease of the village together with the litigated tope, &c., under the terms of the lease and pay the amount of the fixed rent, and requesting him to superintend the affairs of the village in lieu of her, and she also wrote a letter to the inhabitants of the village. And that the Plaintiff having thereupon attached the litigated tope, the 2nd, 3rd, 8th, 13th, 25th, 26th and 27th Defendants and the other inhabitants of the village jointly executed an agreement to the Plaintiff empowering him to enjoy the Ejara together with the litigated tope, &c., under the conditions of the lease, and thereby withdrawing their interference therein.

3rd. The answer No. 16 put in by the 6th Defendant and that No. 17 presented by the 2nd, 3rd, 25th and 27th Defendants support that of the 1st Defendant.

4th. In their answer No. 13 the 7th, 9th, 11th, 12th, 15th, 18th, 24th, and 26th Defendants stated among other circumstances that the litigated tope, &c., consisting of $15\frac{1}{2}$ cawnies

of land being granted as manniem to other ancestors of the inhabitants of the village, for the charities of "Pedari covil pechkar" "Tannir Pandal," &c., they excavated a pond in the land measuring about $2\frac{1}{2}$ cawnies and planted certain trees on certain extent of land, and continued to enjoy the produce thereof. That no manniem of half cawny was granted by them for the charity of the water pandal. That in the account for the year Roudry (1800) it is specified that the above land was allotted for the charities above described. That on the 17th Pangoony of Iswara (28th March 1818) year, Mootoo Villapah Chetty the Strotreader, wrote a takeed to the 1st Defendant stating that the Defendants shall enjoy the litigated garden according to manniem. That in the years Plava (1841) and Soobakrootoo (1842) when the said village was under attachment in consequence of the death of the Strotriadar Sabapathy Chetty, all the other lands to the exception of the litigated extent and the covil manniem lands were zuffed and their revenue is collected. That in the document whereby the above Meenatchy Ummal rented the said village to Streepattay Row, the litigated tope and the Covil lands are excluded and the others are rented. That the litigated tope land is not included in the Ejara in question. That the litigated tope land, &c., are excluded in the cowle dated 5th February 1850 whereby the Plaintiff sub-rented the village to the 8th Defendant. That at the request of the Plaintiff and the above Meenatchy Ummal that they (the litigated tope land &c.) should be granted to one Arconachella Setty of Madras, who would maintain the charity, the Defendants granted them to the said Arconachella Setty in the year Keelaka (1848) and executed a document. That this individual maintained the charity for three years from the incomes of the said tope, &c., and then restored to the Defendants and others. And that they are not therefore liable to pay the amount sued on, to the Plaintiff.

5th. The 4th, 5th, 8th, 10th, 13th, 16th, 17th, 19th, 20th, 21st, 22d, 23d, 28th, 29th, 30th, 31st, and 32d, Defendants having after seeing the notice served on them, failed to appear in the Court, they were declared exparte.

Points.

6th. Points were recorded to the Plaintiff requiring him to prove by oral and documentary evidence that Nullatamby Moodely and others rented the village of Coimbadoo from Mootoo Vellappa Setty the Shotreadar thereof. That the litigated lands being included in the rent the renters continued to enjoy them. That decrees have been also passed in favor of the above Vellappa Setty. That after the death of Vellappa Setty his son Sabapathy Setty retained the litigated tope, &c., under amance management in the years Hevalamby (1837) and Vilamby (1839) and enjoyed the fruits thereof. That Appasawmy Setty having rented the village from Sabapathy Setty, enjoyed the said tope in the years Vikary (1839) and Sawary (1840.) That in the month of Vaiyasi of Sarwary years (May or June 1840) the 1st, 7th, 8th Defendants, the 1st Defendant's father and the 21st Defendant requested Sabapathy Setty to continue the garden of $\frac{1}{2}$ cawny granted for establishing a water pandal in the public road of the said village. That on the 29th of the same month (9th June 1840) he (Sabapathy Setty) wrote a takeed directing the continuation of the said tope. That the Defendants thereupon maintained the water pandal for two years and then discontinued it. That on the death of the said Appasawmy Setty his widow Meenatchy Ummal being incapable of managing the affairs of the village, the defendants usurped the litigated tope from the year Krodhy (1844). That after she attained the age of discretion, she entered on the said Tope for 7 years from Sowmya (1849) and executed an Ejara Cowle on the 10th Arpisy of the same year (24th October 1849). That she then went to Salem and other places and remained there for two years. That on the Plaintiff demanding the defendants to pay him the Pooramboke and Meenatchy Ummal granted the same to them. That on her return from Salem, Meenatchy Ummal wrote a letter to the Plaintiff allowing him to enjoy the above Rockadayam collections and another to the same effect to the inhabitants of the village. That the 1st, 2d, 3d, 8th, 13th, 25th, 26th and 27th Defendants executed an agreement to the Plaintiff. And that the litigated Tope, &c., yield so much produce annually.

The 7th, 9th, 11th, 12th, 14th, 15th, 18th, 24th and 26th Defendants are required to prove by oral and documentary evidence that the litigated Tope and other lands measuring $15\frac{1}{4}$ Cawnies were granted to their ancestors as manniem for the charities of "Padaryar Covil Pichchay" "Tannipandal," &c. That they continued to hold the same as stated in their answer. That in

the account for the year Roudry (1800) the above lands were entered as such. That Shotreadar Mootoo Vellappasetty wrote a takeed to the 1st Defendant on the 17th Pangoony of Iswara (28th March 1818) year allowing the Defendants to enjoy the litigated tope according to Manniem. That in the years Plava (1841) and Soobakrootoo (1842) when the village was under attachment in consequence of the death of the Strotriadar Sabapathy Chetty, the garden allotted for Tannipandal charity consisting of $15\frac{1}{4}$ Cawnies was exempted. That in the Ejara Cowle whereby the Strotriadar Meenatchy Ummal rented the village to Streepattay Row, the litigated tope is excluded and the others are left under his enjoyment. That the litigated land on the Tope are excluded from the Ejara Cowle dated 5th February 1850, whereby the Plaintiff sub-rented certain portion of the rent the 8th Defendant. That on the request of the Plaintiff and Meenatchy Ummal the Defendants executed a document in favor of Arconachella Setty in the year Keelaka (1848) regarding the Tope in question, and that this Arconachella Setty enjoyed it for three years.

No points were furnished to the 1st, 2nd, 3rd, 6th, 25th and 27th Defendants they having admitted the Plaintiff's claim in their answer.

7th. The following are the documents and witnesses produced and cited by the Plaintiff.

(Here enter them.)

8th. The Plaintiff's Vakeel put in a motion dispensing with the examination of the 4th witness. As the Plaintiff failed to procure the attendance of the 9th and 11th witnesses they were not examined.

9th. In the motion (No. 43) presented by the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 26th and 27th Defendants it is stated that they have entered into a compromise with the Plaintiff to the following effect (to which the Plaintiff also acceded) viz., that out of 600 Rupees the amount claimed by the Plaintiff and Rupees 70 the amount of costs in all Rupees 670 due to the Plaintiff by them and other Defendants, they the above mentioned Defendants holding $4\frac{1}{8}$ pungos out of 7 whole pungos of Meerassie are liable to pay Rupees 391-8-0, and the proportionate amount cost Rupees 45-8-0, in all Rupees 473. That of this last mentioned sum the Plaintiff having remitted 87 Rupees the balance amounting to Rupees 350 they agreed to pay into this Court by instalments within 5 years. That in the event of failing of any of the Instalments the amount then remaining due, should be charged with interest and the whole sum recovered by the distraint and sale of the Tope &c., in question. And that deducting $\frac{1}{2}$ cawny of land allotted by the circular for the charities of water pandal out of $13\frac{1}{2}$ Cawnies of land whereon the litigated Tope is planted the Rokadayam produce derivable from the trees standing on the remaining extent measuring $12\frac{1}{2}$ Cawnies should be enjoyed by them who should pay annually 50 Rupees free of all expences to the Plaintiff from the year Pramaducha (1853), until the termination of the Plaintiff's Ejara and after which to the strotriadar under the terms of the cowle they have now obtained. The Defendants therefore pray the Court to pass a decree accordingly.

10th. In the motion No. 44 presented by the Plaintiff's Vakeel it is represented that the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th and 26th Defendants who have presented their answer objecting to the Plaintiff's claim the 27th Defendant of the 1st, 2d, 3d, 6th, 25th and 27th Defendants who have admitted the claim, and the 8th defendant of those who allowed the case to go exparte, having now admitted the justness of the claim entered into a compromise with him to the following effect (to which the Plaintiff also acceded) viz. that out of 600 Rupees, the amount claimed, and Rupees 70 costs thereon, in the whole Rupees 670, due to the Plaintiff by the above Defendants and others, they (the above mentioned Defendants) holding $4\frac{1}{8}$ out of whole pungos of Meerassie, are liable to pay inclusive of costs 437 Rupees. That out of this sum the Plaintiff having excused 87 Rupees at their request the remaining sum Rupees 350 the above Defendants agreed to pay by instalments into the court. That in the event of failing of any of the instalments the sum then due should be recovered with interest by the distraint and sale of the litigated tope, &c. And that deducting $\frac{1}{2}$ cawny of land allotted for the charity of water pandal out of $13\frac{1}{2}$ Cawnies of land whereon the litigated Tope is planted the Defendants should pay for the remaining extent 50 Rupees annually under the cowle they have obtained from the Strotriadar to the Plaintiff till the close of the term of his Ejara and afterwards to the strotriadar. The Plaintiff therefore requests the Court to enquire properly into the case and pass a just deci-

Admitted, investigated and Decreed

sion. In the motion which the Plaintiff's Vakeel again presented in No. 58 it is stated that the motions put in by the Defendants in this suit and the documentary and oral evidence should be examined and a decision should be passed as prayed for in the plaint.

11th. In the motion No. 45 put in by the 1st Defendant it is stated that neither he nor the 2d, 3d, 6th, 25th and 27th Defendants usurped the produce of the litigated tope. That out of those who have usurped the same, the 7th, 9th, 11th, 12th, 14th, 15th, 18th, 24th and 26th Defendants and the 8th Defendant who have allowed the case to go *ex parte* and the 27th Defendant who filed an admitting answer, admitting that the amount claimed by the Plaintiff should be paid with costs, presented a motion stating that the above village constitute of 7 whole pungaos of which they are entitled to $4\frac{2}{3}$ pungaos that the Plaintiff excused a certain sum of the amount claimed and that they are liable to pay 350 Rupees. That the Plaintiffs also presented a motion to the same effect. That the Plaintiff's claim is not for the share of the village. That in the suit which was brought for the recovery of the incomes of the litigated tope there is no necessity of stating that the village consists of 7 Pungaos of which the above village consists of 8 pungaos. That a suit in No. 226 of 1853 claiming $\frac{2}{3}$ of one of the above 8 pungaos being instituted in the court is now on the file. That while so how can the Plaintiff also present a motion stating that the village consists of 7 Pungaos only. That the shareholders of the village obtained a permanent cowle for the said Tope for 50 Rupees annually. That the Defendants, who presented the above motion objected that the parties who were not present at the time are not entitled to share the profits of the tope. That the profits derivable from the tope are liable to be shared among all the shareholders. That the Defendants who put in an answer objecting to the claim, and the heads, of the village who allowed the case to go *ex parte*, having collected the rent due to the circar appropriated it to their own use. That while the above Defendants are liable to pay the above sum, and the costs thereon they having agreed to liquidate 350 Rupees by instalments and allowed to recover the same by the distraint and sale of the tope in the event, of failure, and the Plaintiff having acceded to it is illegal. That it is inconsistent with Regulations to consider a tope which is common to all the inhabitants of the village, as a pledge to the amount due by the above Defendants. That the same should be recovered from their own property. And that the amount sued on should be recovered from the private property of the Defendants, who admitted of having in their possession the produce of the tope.

12th. After recording points to the Defendants who have answered the cause, the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th, 26th and 27th Defendants and the 1st Defendant having presented motions Nos. 43 and 45 admitting the claim and procured the attendance of their witness they were not examined.

13th. The entire producing of the case are perused and the following judgment is given.

14th. Eight witnesses were examined for the Plaintiff. Of whom the witness No. 27 who in the *curnum* Ramasawmy Pillay deposed that he knows the litigated tope, &c., that when Nullatumbu Moodelly, Ramalinga Reddy and others rented the village of Coimbadoo from the Strotreadar thereof, the rent of the tope is also included in the Ejara amount that during that time the 31st Defendant subrented the village to the exception of the litigated tope and Palmyra trees from Ramalinga Reddy; that afterwards Appasawmy Setty having rented the said village for ten years inclusive of the tope, enjoyed it; that all the trees in the litigated tope are capable of yielding certain produce, that they belong to the Strotreadar; that the same are specified in all the accounts; that the inhabitants of the above village usurped and enjoyed the produce of the said tope for 10 years prior to the attachment thereof in this suit; that the tope is capable of yielding annually about 120 Rupees worth of produce; and that about the Ejara above alluded to, Moomchilkas, Kazarnamahs, &c., have been executed. This witness also produced certain accounts, &c., belonging to the said village and stated among other particulars, the numbers and the extent of the said tope.

15th. The witnesses Nos. 34 and 37 corroborated the evidence of the 1st witness. The witness No. 37 declared that the 1st 2nd and 11th Defendants and the 11th Defendant's father Chockalinga Moodilly desired the Strotreadar Sabapa Setty to grant a certain extent of land for water pandal and that he (Sabapaty Setty) promised to allow the $\frac{1}{2}$ Cawny specified in the account.

16th. The witness No. 39 said that the disputed tope measures 13 and odd Cawnies; that when Ramalinga Reddy rented the above village, he having failed to pay the rent, the Strotreadar attached and kept under *amaumy* management the village inclusive of the tope in question in the years Aavelumby (1837) Velumby (1838); that Appasamy Setty subsequently rented the same; that in the year Plava (1841) the said Sabapathy setty died in the village was attached by the circar and was again restored in Soobakritoo (1842), that prior to this attachment the Defendants usurped and appropriated to their own use the produce of the tope, &c., for few years; that during this time the present Strotreadar Meenatchy Ummal, was in her apartments in Madras in consequence of the death of her husband, the litigated tope is included in the Strotream and that the accounts also are to the same effect. The above two witnesses also produced accounts showing that the tope in question yielded so much produce in the years Havelumby (1837) Velumby (1838) years.

17th. The witness No. 35 that at the time the above Meenatchy Ummal was in Madras observing mourning in consequence of her husband's death the defendants usurped the produce of the disputed tope; that during the life time of Sabapathy Setty, some of the Defendants having desired him to grant the $\frac{1}{2}$ Cawny of land allotted for the charity of water pandal, he wrote a letter to the then Ejaradar Appasamy Setty to grant the said extent; that the land being accordingly granted, the defendants established a water pandal thereon, and maintained it for two years and then abolished it; that the Strotreadar Meenatchy Ummal thereupon rented the village to the Plaintiff for a term of 7 years and executed a cowle; that while so the Defendants having usurped the produce of the tope under litigation, the Plaintiff brought the case to the notice of the Strotreadar, who wrote a letter to the Villager to restore the same to the Plaintiff, and another letter to the Plaintiff on the same subject; that the Defendant executed an agreement to the Plaintiff agreeing to restore the tope in question but failed to do so, that the tope is capable of yielding about 150 Rupees worth of produce, and that he engrossed the cowle aforesaid and attested the other documents.

18. The witnesses Nos. 40 & 41 spoke to what has been deposed by the witness No. 35. The witness No. 41 said that he attested the cowle aforesaid, while that No. 40 deposed to his having written the agreement said to have been executed by the Plaintiff.

19th. Further, the above witnesses Nos. 27, 34, 35, and 39 fully and satisfactorily proved that the Defendants continued to enjoy the produce of the litigated Tope, &c., subsequent to the above village being rented by the Plaintiff and prior to the same being attached in this suit.

20th. Out of the witnesses examined for the Plaintiff, the witnesses Nos. 35, 40 and 41 proved the Ejara Cowle No. 30 and the agreement No. 31, and the evidence of the said witnesses as well as of others is sufficient proof the Plaintiff's claim. Moreover the documents Nos. 47, 48, 49, 50, 51, 52, 53, and 54 produced for the Plaintiff, seem to be respectively deeds of rent executed by the parties who have sub-rented the said Tope from Ramalinga Reddy and others, and the Takeeds, &c., issued by the Circar on the subject. The documents Nos. 55 and 56 appear to be the accounts prepared by the village *Curnum* showing that the litigated Tope yielded so much produce in the years Havelumby (1837) and Velumby (1838). The exhibit No. 57 is an account prepared by the *Curnum* showing that incomes of the trees and the chany goottagai (cow dung rent) of the said Tope for 10 years amounted to 14 Rs. while they amounted to 128 Rs. in the year Sadarana, (1850), Rs. 145 in the year Virokrootoo and Rs. 136 in the year Pareedavy (1852.)

21st. The 7th, 9th, 11th, 12th, 15th, 18th, 24th, and 26th Defendants who have answered to the cause, the 8th and 16th Defendants who allowed the case to go *ex parte* and the 27th Defendant who had presented on admitting answer, have presented motions again admitting the claim. The Plaintiff also presented two petitions on the same subject. On perusing these motions it appears that the Defendants who put in their motions, to the exception of the 1st Defendant, entered with some agreement with the Plaintiff that they are to pay to the Plaintiff a certain amount to the exclusion of the amount excused by him on account of their having enjoyed the litigated Tope, and that they are to continue to enjoy hereafter the produce thereof on paying a certain sum of rent to the Plaintiff and the Strotreadar annually. The Plaintiff however seeks the recovery of the whole balance from all the Defendants. As the Plaintiff entered into such arrangements as aforesaid with a few of the Defendants to the exclusion of others and presented the above petitions the Court sees no reason to comply with his request.

22d. Although the 1st Defendant in his motion objected to the statement of the motion presented by some of the Defendants that the village consists of 7 pungoos and stated that the village constitutes of 8 pungoos, yet the Plaintiff's claim being not for the pungoo (share) the Court deems it unnecessary to enquire into the case at present.

23d. The record, as well as the evidence of the witnesses show that the tope under litigation is *Pooramboke Waraput* land belonging of the Strotreadar, and is so specified in the accounts, and that its produce is paid to the Strotreadar, but the tope is not allotted for the charity of water pandal as asserted by some of the Defendants in their answer, and the Defendants entirely failed to prove the same. The Plaintiff is entitled under the Cowle he obtained from the Strotreadar to enjoy the produce of the tope in question.

24th. For the foregoing reasons it is decreed that the Defendants shall pay to the Plaintiff 500 Rupees, the amount proved by Plaintiff's witnesses out of the sum of 600 Rupees claimed by him, with costs, and that the Plaintiff shall enjoy the produce of the said tope.

25th. In the Memorandum sent by the P. S. Ameen it is desired that the Judgment in this case should be reviewed and a fresh Decree passed.

26th. In the answer No. 63 put in by the 13th 17th, 18th, 21st and 22d Defendants it is stated that the mailvarum share of the produce to the exception of the waraput Nunjah and Poonjah lands and Coodyvarum share is granted as strotream to the Strotreadar who obtained the said village of Coimbadoo as strotream, but neither the Coodyvarum share, nor the litigated tope which is granted for charitable purpose, or other charitable endowments were not granted to the Strotreadar; that the disputed tope being granted for the charity of water pandal along time ago, the Defendants continue to enjoy the same by renting it that they are also accustomed to levy rent on the ground whereon houses are built; that neither the strotreadar nor the Plaintiff is entitled thereto; that in the Baronet's Taravady accounts and the Dowle and other accounts of the year Rowdry (1800) the litigated tope is excluded, and that the Plaintiff has nothing to do with the litigated tope.

27th. In the motion No. 68 put in by one Narainasawmy Naiken he stated that being the holder of $\frac{1}{2}$ share out of the 7 pungoo of the merassee of the above village he enjoyed the produce of the Tanni pandal tope, &c., under dispute, and he therefore requests the Court to cause him to be included as supplemental Defendant in this Suit.

28th. The Plaintiff presented a Petition No. 69 stating that the motioner Narainasawmy Naiken held the share of the 7th Defendant at the time of the commencement of this Suit, and praying the Court to include him in the Suit as supplemental Defendant.

29th. In the answer No. 70 presented by the supplemental Defendant Narainasawmy Naiken he stated that he has no other objections than what have been raised by the 13th, 17th, 18th, 21st and 22d defendants in their answer which they presented after the case has been remanded for re-investigation.

30th. Points were recorded to the Plaintiff requiring him to produce the Strotream Purvanah under which the village of Coimbadoo was conferred as Strotream to the Strotreadar, and prove by oral and documentary evidence whether the sum of 150 Rupees claimed by the Plaintiff is the produce of the litigated tope, or whether it is the cost levied thereon.

And the 13th, 17th, 18th, 21st and 22d Defendants and the supplemental 33d defendant are required to prove by producing documents and citing witnesses that the tope under dispute is maniam as stated in the answer; that Baronet's Tarabady accounts and specify it to be so; that the tope being granted to the charity of water pandal is not included in the Strotream but is enjoyed by them.

31st. The following are the documents produced by the Plaintiff the 13th, 17th, 18th, 21st 22d and 33d Defendants.

(Here enter them.)

The Plaintiff's vakeel having presented a petition representing that his client's witnesses should not be again examined, they being tried during the preliminary enquiry they were not examined.

The 13th, 17th, 18th, 21st, 22d and 33d Defendants called upon the following witnesses.

(Here enter their names.)

The Defendants having not procured the attendance of other witnesses they were not examined.

Judgment passed during the re-investigation.

The 13th, 17th, 18th, 21st, 22d and 33d Defendants examined 16 witnesses, of whom the witness No. 92 declared that the 15 and odd Cawnies of land under dispute situated in the village of Coimbadoo being granted by the former Rajahs to the ancestors of the Defendants, the villagers, for the support of the water pandal and other charities they (Defendants) and after them the Defendants themselves engaged the services of one Bona Saib and others, planted certain trees, collected the proceeds of the Tope, cow dung rent, and manawary tax on the houses built in the said tope and appropriated the same towards the charities of Moottummal's water pandal and of the Pedary covil, &c., and that the Strotreadar Moottoo Veluppa chetty issued a Takeed to the villagers to grant the said Tope for the support of the charities of water pandal. In corroborating the above, the witnesses Nos. 93 and 94 spoke to the villagers having planted certain trees in the said tope. The witnesses Nos. 95, 96 and 101 deposed to having heard of the above tope being called by the name of "Moottummal's" Tannie pandals tope and to their having built houses therein along with some others, paid tax thereon to the villagers on account of the charity of water pandal, &c. The witnesses Nos. 102 and 105 said that the villagers having rented the tope to certain parties appropriated the proceeds thereof towards the above charity, and that they also rented certain number of palmira trees and continued to pay the rent to the villagers. The witnesses Nos. 106 and 107 in supporting the evidence the above witnesses said that the said tope is specified in the Baronet's Tarabady and other accounts as the one allotted for the charity of water pandal; and that some of the Defendants are the heirs to the above Moottummal. The witness No. 108 told that he and the Defendant rented the tope to certain parties and appropriated the proceeds to the charity of tannie pandal. The witness No. 110 deposed that the Strotreadar issued a Takeed to the Plaintiff directing him to continue the above tope to the tannie pandal. The witnesses Nos. 113 and 114 declared that, some of the Defendants having rented the tope in dispute on Cowle to one Aroochella Setty and others for certain years previous to Sowmiah (1849) appropriated the proceeds to the tannie pandal and the repairs of the tank. The witness No. 154 who is the Plaintiff Nagappa Setty, in his deposition stated among other circumstances that he sub-rented the mailvarum of the above village to one Vencata Soobboo Moodelly for one year, that the litigated tope being then under dispute it was not included in the rent, and that he now instituted this suit against the defendants for the recovery of the said proceeds.

The witness No. 155 who is Aroonachella Setty above alluded to deposed that he neither knows the Defendants, nor did he rent the litigated tope from them, and that he repaired the tank from his own money.

From the document No. 183 produced by the Plaintiff during the re-investigation it appears that in the year 1854 the villagers, i.e., the 7th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 18th, 24th, 26th, and 27th Defendants having engaged with the Strotreadar to rent the litigated tope consisting of 13 and odd Cawnies after the expiration of the lease of the Plaintiff for 50 Rupees annually, executed a Mochilka to the Strotreadar on the subject. The extract No. 118 shows that the village of Coimbadoo being granted as Strotream to the ancestors of Soobbrammanya Setty and Meenatchy Ummaul by Government, they continued to enjoy the same and that their enjoyment is also registered in the Collector's office. The extract No. 120 shows that in Suit No. 241 of 1826, on the file of the late Zillah Court, the Plaintiff Ramalinga Reddy filed a Razenamah pledging property to the exception of the Covil garden, sunnud manium, torabady maniam, and marai for the balance due to Coomarasawmy Setty, the Strotreadar of Coimbadoor. The exhibits Nos. 158 and 159 seem to be extracts from the torabady accounts of Coimbadoor furnished by the Board of Revenue. These extracts show that the Pooramboke tope of the above village consists of 36 and odd cawnies, but they do not specify that so much extent of land is granted or continued as mauniam to the said water pandal.

The document No. 77 produced by the 13th defendant and others shows that Moottoo Vilappa Setty, Strotreadar of Coimbadoo, issued a takeed to the villagers allowing them to enjoy

Waram, tope, &c., in the above village as usual, but it does not specify that the litigated tope belongs to the water pandal, or that it is granted as mauneam for its support.

From the exhibit No. 78 it appears that the plaintiff sub-rented the said village to the 8th defendant, and the land attached to the water pandal is excepted.

The document No. 98 appears to be an extract from the dowle account of the said village for the year Rowdry (1800) furnished by the Collector from his record. Although it is stated at the head of this account that the water pandal tope measures 15 cawnies, yet the place where the attached and continued mauneams are inserted, it is specified that no mauneam is allotted to the water pandal, that the estimation of $\frac{1}{2}$ cawny of land under cultivation is 6 marcalis of paddy and that it is warapat. From this it is clear that no mauneam is granted to the water pandal in the said village.

In the document No. 99 it is stated that $\frac{1}{2}$ cawny of land is allotted to Moottammal's water pandal, and that the water pandal tope is 15 cawnies and in another place it is specified that the water pandal tope is 5 cawnies, but these are not excluded in the account as being mauneam allotted for the support of the charity of the water pandal. It does not also appear from the document No. 100 that the above tope is granted for the support of the water pandal. The extracts Nos. 122 and 123 do not state any thing in the respect to the litigated tope being granted to the water pandal. Of the documents No. 125 to 153 some are the chits issued by some of the Defendants who are the villagers of Coimbadoo to some of the ryots in certain year directing them to appropriate a portion of the ground rent, and that of the palmyra tope to the charity of water pandal, and some are the receipts granted by the above in acknowledgment of the collection of the same, consequently there are no sufficient grounds to conclude that the above papers relate to the disputed tope especially.

From the documentary proofs adduced by the plaintiff during the reinvestigation of this suit, it appears that the village of Coimbadoo is granted by Government as strotream to the ancestors of Meenatchi Yammal from whom the plaintiff rented the same; and that the litigated tope is the pooramboke land appertaining to the strotream. But it does not appear from any accounts that the said tope is excluded from the strotream as being mauneam, or as being granted for the charity of the said water pandal. Further, several of the Defendants admitted that the Strotreadars are entitled to enjoy the proceeds of the said tope. Besides this, it is specified in the extract No. 98 from the Tarabady account produced by the defendants as material to their plea that no mauneam is allotted to the water pandal. Moreover, the plaintiff who was cited by the defendants as their witness No. 154 declared that the litigated tope from part of the strotriem, and that he did not rent the litigated tope to Venkasobboo Moodaly to whom he sub-rented the village, it (tope) being then under some dispute. The witness, No. 155 deposed in support of the plaintiff's claim.

Though the defendants stated in their answer that the litigated tope was in their enjoyment, yet it having appeared from the plaint and from the evidence of the plaintiff's witnesses that the defendants have forcibly usurped the incomes of the tope for certain years, the enjoyment in question cannot be of any use to their claim.

From the re-investigation it also appears that the plaintiff's claim is fully proved, but the statement of the answer of the 13th and other defendants that the above tope is the jaree mauneam is not at all proved by their documentary and oral proofs.

The boundaries, the number and the extent in cawnies of the litigated topes are particularized in the plaint. The plaintiff's witnesses who were examined in the preliminary investigation, also stated in detail the trees planted in the above tope, and the defendants never objected to it.

Though the plaintiff failed to produce the Purwanah obtained by the Strotreadar, yet he produced the extract, No. 118, from the record, from which it appears that the said village was granted as strotream to the ancestors of Meenatchy Ummal. This document does not show whether the litigated tope is mauneam or not, but it however appears from the document No. 158 which the Tarabady account of Coimbadoo that the topes measure 36 and odd cawnies and that there are jaree mauneam lands unconnected with the tope lands. Consequently and in

consequence of their being no other topes there are reasons to conclude that the litigated tope is warapat belonging to the strotream.

The amount claimed by the plaintiff in his plaint seems to be the beriz effected annually on the estimation of the proceeds of Rockadayam, &c., of the said tope, forcibly carried away by the defendants in certain years. Further, with respect to his enjoyment of the tope, &c., he adduced satisfactory proofs during the preliminary enquiry.

For the foregoing reasons the District Moonsiff confirms his former decision and adjudges the defendants to pay to the plaintiff a sum of 500 Rupees with all the costs.

(Here enter particulars of costs, &c.)

Signed and sealed 30th September 1856.

(Signed) NARRAINASWAMY,
District Moonsiff.

F.

Extract from the Appeal Petition presented to the Zillah Court of Chingleput, by the Defendants in the month of March 1855.

Para. 1. The Village Coimbadoo referred to in the Plaint is but a Shotrium. The Tope under dispute and the trees in the Tope are connected with the said Shotrium. The said Tope &c., are granted by the authorities as Lackrauz Manium to the ancestors of the appellants, the Meerassidars and certain others at the time of the formation of the village, and therefore the filing of a suit for such a property in the talook Moonsiff's Court and the decision passed by that tribunal are contrary to the provisions of Regulation IV. of 1831, to Act XXIII. of 1838, to the Circular Orders bearing on the subject, and to the decree No. 30 of 1852 of this court. The Plaintiff did not produce any order from the Secretary for admitting this suit, and therefore this suit should be rejected without enquiry.

Extract from the Appeal answer presented to the Principal Sudder Ameen's Court by Nagapah Chetty, Plaintiff in the original suit and Respondent in the Appeal suit No. 33 in this Court, on the 26th June 1855, para. 5. If any one take possession of the proceeds attached to a Shotrium Village it is justifiable to recover it by filing a civil suit. This suit was brought accordingly. If a suit is to be filed for the recovery of a share in a Shotrium Village, an order from the Chief Secretary is necessary, under the provisions of Regulation IV. of 1831. This subject does not fall under the provisions of that Regulation. There is no necessity for referring the Act XXIII. of 1838 in this case appellants in vain brought to notice these circumstances to puzzle the Court.

Extract from the Appeal Petition presented to the Civil Judge by the defendants in the original Suit No. 186 in the Talook Moonsiff's Court on the 13th November 1856, para. 4. The subject of this suit being connected with a Shotrium Village it is not proper to file this suit, without the permission of the Secretary to Government.

Extract of an Appeal answer filed by Nagapah Chetty Respondent in appeal suit No. 12, January 1857.

Para. 1. The objection raised in this appeal that the subject of this suit is connected with a Shotrium is not proper reasons, for the same were assigned in the first appeal answer.

(True Copy of Translations.)

G. NAGAPAH CHETTY.

No. 35.

ORDER THEREON, No. 256; dated 26th February 1858.

Nagappa Chetty submits, together with other papers, an Extract from the Proceedings of the Suddr Udalut, dated 21st January 1858, in which they decided that the absence of the permission of Government under Regulation IV. of 1831 is fatal to suit No. 186 of 1853 instituted by him in the Court of the District Moonsiff of Trippasoor, and he requests the Government either to state that the view taken by the Suddr is incorrect, by declaring that such permission is not necessary, or to grant him the permission required to make his claim cognizable by the Courts.

2. The Right Honorable the Governor in Council cannot give any opinion on the decision passed by the Court of Suddr Udalut, but he resolves to refer the papers to the Board of Revenue for report on Nagappa Chetty's other request. The Government observe that Nagappa Chetty seeks the recovery, from some of the ryots, of the produce of a certain tope in the shrotriem of Coimbadoo, and that the claim has nothing whatever to do with the shrotriem itself; some of the Defendants plead that the tope is a maniem, and the Board will be good enough to ascertain and inform Government whether such is the case, and whether there is any objection to grant to Nagappa the permission he solicits, to institute the suit under Regulation IV. of 1831.

(Signed) H. FORBES,
Acting Secretary to Government.

8-10
H. Forbess Esq^r

Secretary to Government in the
Revenue Department
Fort St. George

Marked A
Ct

I beg leave respectfully to enclose Original Proceedings of the Court of Suddr Udalut dated 21st Jan^y 1858, about the Suit brought by me to recover the usual Malvarum or rent for the shrotriem of Coimbadoo from the ryots or menapadars according to the Rante granted by the former, which was dismissed on the ground that it is not within the Jurisdiction of the Court to take Cognizance unless the permission of Government is previously obtained, that it will be seen this decision was arrived at on the return of the Principal Suddr ameen of Chengelpet dated 28th December last, in reply to the precept of the Suddr Court of the 14th of the same month, Copies of both of which are also herewith inclosed.

Marked B & C.

I beg to submit that the Principal Suddr ameen confined his return to the question of the Precept as regards shrotriem only, but it will be perceived from original of the Proceedings of this very Office and that of the District Moonsiff of the same Jillah previously held that the Suit in question was admitted, investigated and Decreed

Marked D.

E.

marked to them notwithstanding the objections raised by the opposite parties to throw it out under Reg. IV of 1831, as the accompanying Copy of Extracts of their Petitions and my answers filed in those Courts will prove.

The restriction of the Case by Regulation IV of 1831, is confined to hereditary or personal grants of money or land Revenue conferred by the authorities only, but the nature of the suit under reference, does not fall within the scope of that enactment as to require permission of Government for instituting an inquiry into it; for it is neither the recovery of the money from the Shastrim or obtained on mortgage by transfer or any other obligation nor for a share in any right of the Shastrim, but it is simply a private transaction between the ryots and the renter for the Land Lord.

That, therefore, I humbly solicit that you will be pleased to order that in such a Case I am not required to obtain the permission of Government to file the suit; or if it is considered that the Sudder Courts requisition should be complied with notwithstanding the inapplicability of Regulation IV of 1831, to my suit, as I presume, I entreat that the favor

of an order to that effect may be granted.

I beg to remain

Sir

Your most obed^t and humble serv^t.

G. Nagapah Chetty

Madras

7th February 1858

B.D.

No 256

Extract from the Minutes of Consultation
Under date the 26th February 1858.

Read the following
letter from G. Nagappa Chetty
of Madras.

(Here enter 3rd February 1858)

Nagappa Chetty
submits, together with other
papers, an extract from the
Proceedings of the Sudder
Adalat dated 21st January 1855,
in which they decided that the
absence of the permission of
Government under Reg: IV
of 1831 is fatal to suits of 186
of 1853 instituted by him in
the Court of the District Munsif
of Tripassoon, and he
requests the Government

A
H.C.
W.M.

Received 26 Feb 1858
Return for 1858
No 256
Extract from the Minutes of Consultation
Under date the 26th February 1858.
Read the following
letter from G. Nagappa Chetty
of Madras.
(Here enter 3rd February 1858)
Nagappa Chetty
submits, together with other
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Proceedings of the Sudder
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either to state that the view
taken by the Sudder of the
~~case~~ is incorrect, by declaring
that such permission is not
necessary, or to grant him
the permission required to
enable his claim to be
granted by the courts.

3. The Right Honorable
the Governor in Council
~~cannot~~ ^{cannot} ~~express~~ ^{express} ~~an~~ ^{an} ~~opinion~~ ^{opinion} on the decision
passed by the Court of Sudder
Judicial, but he resolves to
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Defendants plead that the
top is a munim, and the
Board will be good enough
to ascertain and inform
Government whether such
is the case, and whether
there is any objection to
grant to Nagappa Chetty the
permission he solicits, to
institute the suit under
Regulation IV of 1851.

R. S.

3 Copies to the Proprietor
with Copy of the
1 - Nagappa Chetty

Revenue 1858 Departs
Dy. to Cons. Lucknow

CN 256

Ex tract mins. of Cons.
Dated 26 Feb/58.

Ex from the Pro. of the Bd of Cons.
25 Aug/58 CN 1300 mins
28 Sep

Stating that Govt cannot
give an opinion on the decision passed
by the Cons. Board on the case of the
pa. Chetty and requesting the Board
of Revenue to report whether permis-
sion can be granted to him for
making his claim to the Malvarum
for the Shetrimdur of Crimbadoo,
from the Meeunaydars, cognizable
by the Courts.

N. 04735

July 11th