

Revenue Department

No 366

Inter 19—3—1859

Fort Saint George, Revenue Consultation of 22d March 859.

No. 55. Read the following Petition from Streeram Tayarumma, daughter of the late Rajah Ramachendra Naidoo, Menkával Mookassadar of the Villages in the Chingleput Talook; to the Chief Secretary to Government, Fort St. George; dated Madras, 23d February 1859.

SIR,

I beg you will be so good as to lay the accompanying Petition before His Lordship in Council for submission to the Right Honorable the Secretary of State for India.

No. 56. ORDER THEREON, No. 366; dated 19th March 1859.

Ordered that the accompanying Memorial be forwarded to its destination, and that intimation of its despatch be made to Memorialist.

(Signed) W. C. SIM,
Ag. Dy. Secretary to Government.

TO

THE RIGHT HONORABLE JOHN, LORD STANLEY,
HER MAJESTY'S SECRETARY OF STATE FOR INDIA IN COUNCIL,

&c.

&c.

&c.

THE HUMBLE PETITION OF STREERAM TAYARUMMA, DAUGHTER OF THE LATE RAJAH RAMACHENDRA NAIDOO, MANI CAVIL MOOKASSIDAR OF THE VILLAGES IN THE CHINGLEPUT TALOOK.

RESPECTFULLY SHEWETH,

That during his life time, her father, the said Rajah, Ramachendra Naidoo, transferred to his brother-in-law, Royaloo Naidoo, the said Mookassi Villages, to enable him to provide for the support of Your Petitioner's father's family as well as his own. That being so in the enjoyment of the said Villages, the Police system being established in the year 1802, these Villages were resumed by Government and the Village of Luttoor was granted to the said Royaloo Naidoo on Shotrium tenure, Royaloo Naidoo being required to look after the Police of the Karoongali Talook. On the same day that the Purwanah conveying this grant was executed, another was likewise given to Singama Naidoo, elder brother of Royaloo Naidoo, granting to him the Village of Eroongotta Cottah by virtue of his heirship to Streeram Bheema Naidoo likewise a poligar.

That Singama Naidoo dying, the Village of Eroongotta Cottah was registered in the name of Royaloo Naidoo, who was the second son of the deceased Streeram Bheema Naidoo and next heir. Royaloo Naidoo thus held two Villages—Luttoor in lieu of the Villages made over to him by Your Petitioner's father and in trust for Your Petitioner among others of her father's family,—and Eroongotta Cottah as descending to him from his father Streeram Bheema Naidoo through his elder brother Singama Naidoo.

That Your Petitioner married Moodoo Vencatappa Naidoo son of Royaloo Naidoo, who dying some time afterwards, the Villages of Luttoor and Eroongotta Cottah were registered in the name of Your Petitioner's husband Vencatappa Naidoo.

That Vencatappa Naidoo died leaving an adopted son Nulla Streeram Naidoo. Streeram being a minor, Your Petitioner applied for the registering of the Villages in her name. At the same time Singama Naidoo, son of a deceased younger brother of Royaloo Naidoo, set up a claim to the Estate, and in accordance with a decree of the Provincial Court dated 3rd March 1830, one-fourth share of both Villages was given up to Singama Naidoo, and the other three-fourths were registered in the name of Your Petitioner's adopted son Nulla Seetaram Naidoo, and placed under the management of Your Petitioner. Your Petitioner will here remark that while Singama Naidoo as the cousin of Moodoo Vencatappa Naidoo and only surviving grand-son of the original poligar Seetaram Bheema Naidoo, had an undoubted right to a fourth share of Eroongotta Cottah as descending from Seetaram Bheema Naidoo, he had none whatever to participate in the Luttoor Village which belonged by right to Your Petitioner's father, was held by her father-in-law as a means of support to her father's family, and descended to Your Petitioner's husband on the same account and to his adopted son who alone had a legal claim to the entire Village. But Your Petitioner did not dispute the decision of the Provincial Court which was followed and the registry made.

That unfortunately for Your Petitioner her adopted son died, and as she had no further claim to Eroongotta Cottah, that village was transferred to Singama Naidoo. With respect to Luttoor, the Collector of Chingleput found that it was the self acquired property of Your Petitioner's father-in-law, and decided that her possession of it could not be disturbed. The Revenue Board concurred in this view, and Government on their recommendation, registered three fourths of the Village in her name, the remaining one fourth still remaining with Singama Naidoo.

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That in 1855, Singama Naidoo dying, Your Petitioner asked that the one fourth share of Luttoor should be restored to her, but what has been her dismay and astonishment to find that Government, on the recommendation of the Board of Revenue, now direct that her three fourth share of Luttoor be taken from her, and be placed in conjunction with the other one fourth and the Eroongotta Cottah Village, under the management of the Board of Revenue as a Court of Wards, during the minority, of a posthumous son of the deceased Singama Naidoo, and that an allowance be granted to Your Petitioner during her life time.

That Your Petitioner having addressed three Petitions to the Revenue Board and to the Government protesting against this decision without effect, begs humbly to lay her case before Your Lordship in Council in the ardent hope of receiving that justice from Your Lordship's hands which has been denied her here.

That it appears that the Revenue Board have now discovered that the Luttoor Village was not self acquired property. The two Purwanahs it is argued—those of Eroongotta Cottah and Luttoor—were granted on the same day and in the same terms, and therefore the presumption is, it is said, that both constituted Ancestral property, and to both the posthumous son is alone legally entitled. To this Your Petitioner would reply that both were granted on the same day and in the same terms, because all the Purwanahs consequent on the establishment of the Mofussil Police were granted on the same day, and the terms were similar, because the occasion was the same. But the real difference is overlooked—Singama Naidoo received Eroongotta Cottah as eldest son of the common ancestor Streeram Bheema Naidoo, whereas Luttoor came to Royaloo Naidoo, Your Petitioner's father-in-law, in lieu of Estates enjoyed by him in trust for Your Petitioner, and to this Village independent of her marriage connexion with him, Your Petitioner is without question entitled. Had she not married Royaloo Naidoo's son her claim on the village would be yet good. To Royaloo Naidoo's ancestral property she has no claim, but having explained the circumstances under which Luttoor came to be held by her father-in-law, Your Petitioner humbly leaves it to Your Lordship to decide whether or no she has a right to succeed to the undisturbed enjoyment of the whole Village. By their present decision, the Government would deprive her father's family and Your Petitioner of property on which they have depended and which they have enjoyed for a long time, and to which they have a legal claim, and transfer the same to a family who have no right to it and who have other property in which to subsist.

That Your Petitioner has been in the enjoyment of the Luttoor Village after the death of her adopted son for more than ten years nobody questioning her right to the property, and she considers it a great hardship and injustice that she should be deprived of it now. Having been no long connected with it, and shared the honors, such as they are, which as a landholder, however humble, she had a right to enjoy, her present deprivation of it will tend to lower her in the estimation of the people by whom she is surrounded, and Your Petitioner would put it to Your Lordship in Council to say how landholders in her circumstances could consider themselves secure, if what is granted on one day is resumed on another as is intended to be done in her unfortunate case.

That (1) considering her right to the Village of Luttoor as derived from her father, and that (2) she has been ten years in possession of it, Your Petitioner humbly begs that Your Lordship in Council will direct that she shall not be disturbed in its possession at least during her life time, and she would humbly urge on Your Lordship the consideration that no pecuniary allowance, can in the eye of an Indian landholder compensate for property with which all his thoughts and sympathies are associated; and in this view of the case likewise Your Petitioner commends her prayer to the favorable consideration of Your Lordship in Council.

And Your Petitioner as in duty bound

WILL EVER PRAY.

22 February 1859

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CENTRE DIVISION.

IN No. 1761 of 1858.

Zillah Court of Chingleput..... No. 80 of 1825.
Provincial Court..... No. 23 of 1827.

Appellant.

Respondent.

Streeram Moodoo }
Vencatapanaik. }

VERSUS.

Streerama Singamanaik.

by his Vakeel Vencatragava
Charry.

by his Vakeel Cooalum.
Ragava Charry.

(Signed) H. S. GRÆME,
1st Judge.

(Signed) G. W. SAUNDERS,
3rd Judge.

DECREE OF THE PROVINCIAL COURT.

1. The Original suit was preferred for the recovery of Rupees 4,576 being a quarter share of the paternal Property consisting of Meerassie land, Houses, and Cavil Mannium lands, together with the Proceeds arising therefrom for 7 years from 1817 to 1823 in the Villages of Eroongootcotah and Luttoor &c.

2. It is stated in the Plaint that Streeram Naiken Grand father of the Plaintiff, had two wives, Moortyama and Moodumma, the first of whom bore him three sons, Singama Naiken, Royel Naiken, and Baskhar Naiken, and the second of whom bore him Vurdarazooloo Naiken, the 2nd Defendant. The first son Singamanaiken died without issue. The 1st Defendant was the son of Royel Naiken, and the Plaintiff, the son of Baskhar Naiken. The Merassay of Mangauvul Polium a paternal Property having been attached, the Government gave up to the Family the Villages of Luttoor and Eroongootcotah and Royel Naik, being the eldest of the Family, took them with other Merassees, into his possession, protected the Plaintiff and the 2nd Defendant, who lived with him undivided, and died, in 1813 or 1814. After the death of Royel Naik, his son Vencatapa Naik the 1st Defendant took charge of the Property, and during the absence of the Plaintiff in the Northern Circars in 1816, he and the 2nd Defendant executed a Partition Deed, by which it was settled that half of the Estate, was to be the property of the 1st Wife of the Original Proprietor of it, and to be equally divided between the 1st Defendant and the Plaintiff who were descended from her, and the other half of the Estate was to belong to the 2nd Defendant, who was descended from the 2nd Wife, and that debts were to be discharged separately, by those Members of the Family who had contracted them, since which the Property had been enjoyed in that way. The Village of Eroongootcotah was afterwards attached by order of the Zillah Judge of Chingleput, in satisfaction of a decree in No. 73 of 1821 against the 1st Defendant Vencata Naiken, and the 2nd Defendant presented a motion to the Zillah Judge accompanied by the deed of partition which he proved by witnesses and obtained a restoration of half the Village. The Plaintiff on his return from the northward, heard of the deed of partition being executed, and half of the Village of Eroongootcotah being given up to the 2nd Defendant on the ground of that document, and demanded of both the Defendants, to give up to him his share of the real and personal Property, and of the proceeds of the Shrotryum Villages, according to the stipulations of that deed, but they refused to do it, and continued to retain possession of the Family property themselves; and as no division of the property had taken place, and after the execution of the above mentioned deed of partition the Defendants had no right to the Plaintiff's one fourth share of it, he instituted the suit against them for the recovery of it according to the statement contained in the Petition.

3. Separate answers were filed by the two Defendants. In that received from the 2nd Defendant Vurdarazooloo Naidoo, he stated that the Plaintiff and the 1st Defendant lived together, and that he did not separate from the 1st Defendant and divide the Estate, when the Plaintiff proceeded to the northward, but that when he prosecuted the 1st Defendant in Original Suit No. 106 of 1813 in the Provincial Court about the share of the Property on agreement to the effect mentioned in the Petition about half of the Property being enjoyed by him, the 2d Defendant was executed by the 1st Defendant that the rest of the Property was not in the possession of either of them, that the Plaintiff was present when he separated himself from the 1st Defendant, and that if he was entitled to any share of the property, he should prosecute the 1st Defendant alone for it, as he belonged to that branch of the Family and had no claim against him the 2d Defendant.

4. In the answer filed by the 1st Defendant, he stated that it was plain from the Petition, that the Family Property had been enjoyed by their ancestors, then by Royel Naiken his Father, and then by himself as their Head, that it was Customary for the Head of a Family of Poligars to keep the Estate in his possession and maintain the Cousins, but not to divide it, and that accordingly the father of the Plaintiff, the Plaintiff and the 2d Defendant lived separately, and supported by himself and former Heads of the Family. The Village of Eroongootcotah was mortgaged on account of Debts owing by the Family, to one Balakistna Moodely, who granted to the 2d Defendant an allowance of 7 Pagodas and to the Plaintiff an allowance of 3 Pagodas a month, and the Village of Luttoor was afterwards granted by the Circar to Royel Naiken the Father of the 1st Defendant and his Descendants, and neither the Plaintiff or the 2d Defendant have any right to a share of it, that he the 1st Defendant being the Head

of the Family, sold a quarter of the Merassy of that Village to one Puttabee Ramier, and continues to pay him annually 60 Pagodas from the Produce of the Village, and that the Village itself is mortgaged to Bala Buttoor for a debt of 2000 Pagodas; and the Merassy of it sold, that he the 1st Defendant had no other Property in his possession and the remaining members of the Family were maintained by him, and that in order to prevent their creditors from getting possession of the Property, so that nothing would be left for their support, the Deed of Partition was fabricated and dated the 15th of April 1816 although it was only written in 1823, that it was executed without the willing consent of the 1st Defendant and property was not divided in consequence, the other Defendant only yet receiving something from it for his support, and the 1st Defendant therefore prayed the Court to receive his Documents, and pass a just Decree in the Case.

5. In reply to the Answer of the 2d Defendant, the Plaintiff stated that he admitted that an agreement had been executed between him and the 1st Defendant about the Division of the Property between them, but he the Plaintiff repeated, that he was not present when it was done, that his signature would have been obtained to the Document if he had, that the Defendants had availed themselves of his absence to or await out and possess all the property mentioned in the Petition between them,—and with respect to the assertion of the 1st Defendant in his answer that it was not the practise of Polegars to divide property was divided, and asserted that all the other circumstances mentioned in the said answer were untrue.

6. Nothing particular is mentioned in the Rejoinder filed by the 1st Defendant.

7. In the Decree of the Zillah Judge he states that it did not appear necessary to take into consideration the Deed of Division on which the Plaintiffs claim was grounded, because, unless it was conformable to the Hindoo Law, it could have no legal effect, but that it was strange in the 1st Defendant that it was a false one, and that he became a party to it for the purpose of defrauding his Creditors. It is further mentioned that the Plaintiff had not stated in whose names the Shotrium Villages at issue were granted by Government, but that the Purwanahs for them had been produced by the Mortgagees, and, that the one for Luttoo shewed that that Village had been given on Shotrium tenure to Streeram Royel Naiken the father of the 1st Defendant and was declared not alienable by Gift, sale, or otherwise, and in default of legal heirs was to revert to the Company, that by the Purwanah for Eroongootcotah it appeared that that Village was granted to Streeram Singama Naick, on Shotrium tenure, on the same terms, and that both Documents shewed that the Villages were given in consideration of the loss the Mokhasah tenure. That Singama Naidoo the person to whom the Village Eroongootcotah was granted died without issue, and it had been determined by a Decree of the Zillah Court in No. 4293 which was confirmed by the Decree of the Provincial Court in Appeal No. 32 of 1812, that his widow could not participate in the property and the only remaining heirs of Singama Naick were the parties in the Suit.

8. It is then stated in the Decree, that it might be argued that the Plaintiff was not entitled to a share of two Villages, as they were not acquired by the family property, but that that argument would only hold good if they had been granted for services rendered, which was not the case. That the Sudder Udalt in No. 7 of 1814 adjudged a share of Shotrium Villages held under the same tenure as those in the present case, to the uncle and brothers of the person to whom they were granted, which decision must form the precedent for evidence and that to ascertain the respective shares of the parties according to the Hindu Law, a question was put to the Pundit, in reply to which he stated that as the Plaintiff and Defendants were grandsons and son of the common Ancestor, and Members of an undivided family, the two Villages that they enjoyed, and the other real and personal property belonging to the common Ancestor, should be divided into three equal shares, and that each of them should receive one share. The Village of Eroongootcotah was mortgaged by Royel Naick the father of the 1st Defendant, but as that property was declared in the grant to be unalienable, the legal effect of that mortgage must be considered to have ceased on the cessation of the interest in the property of the person who made it, and the subsequent mortgage of that Village by the 1st Defendant to Baulakistna Moodelly in 1824, and of the Shotrium Village of Luttoo to Balakista Butter in 1821 could not affect the interest of the Plaintiff in the Villages.

9. With respect to the Plaintiff's claim to a share of the other property it is stated in the Decree that the Merassy lands in Eroongootcotah, Vyalore, and Polevaukum, were proved by Witnesses to have been alienated by the 1st Defendant's father Royel Naick, in the year Vebavah, or 1808-9, and that the Kauvalee Maunium, or Kutcheputtoo tootum and the grounds at Streermadoor, were in the possession of one Ramalingareddy and had been so for upwards of 20 years; that they could never therefore have devolved to the possession of the 1st Defendant and were parted with on account of the debts of Singama Naidoo and Royel Naidoo; that the house at Vyalore, and the cattle mentioned in the Plaint, were sold in satisfaction of a Decree, and the 1st Defendant could not be answerable for property sold in that way or that had never been enjoyed by him. That the Merassy lands in Luttoo had also been proved to have been alienated, one fourth of them having been sold by the 1st Defendant to Gundaveram Puttabee Ramier, on account of a debt due by Singama Naidoo, one Teroovengada Pillay had enjoyed another fourth share of them for 35 years long before the Village came into the Possession of the 1st Defendant, and remaining half share was sold by the 1st Defendant to Baulakistna buttoo, but whether on account of an old debt, or not, did not appear, and if that portion of the Merassee had been improperly obtained, the Plaintiff must prosecute the party in possession of it, and the Defendant who had so disposed of it, and finally the Zillah Judge on a consideration of the foregoing circumstances, decreed that one third share of the proceeds of the Shotrium Villages of Luttoo and Eroongootcotah, should be divided to the Plaintiff, and that with respect to the profits derived from those Villages for 7 years, sued for by the Plaintiff, it appeared that those of Eroon-

goteottah, had been appropriated to the liquidation of Debts of former holders of the Village; and those of Luttoo to the same purpose, until the year 1821 in the month of January of which year Luttoo was mortgaged by the 1st Defendant to Baulakistna Bhuttoo, from which period the Plaintiff was entitled to his share, and he therefore decreed that the Plaintiff should receive his share from that time until the year 1823 which amounted to Rupees 1,423-15-3 and which was to be paid by the 1st Defendant.

10. The 1st Defendant Vencatapa Naidoo being dissatisfied with that Decree has appealed from it, and the Respondent Streerama Singama Naik has filed an answer.

11. The Court have taken into consideration the Record of the Original Cause, the Decree of the Zillah Judge, and the Appeal Petition and Answer, and is of opinion, that it was irregular in the Zillah Judge of Chingleput, to adjudge to the Respondent, the Plaintiff in the Original Suit, a share of the Family property, which if he had sued for it, would from its amount have rendered the cause not cognizable by the Zillah Court, and to decree a large share of the property than what the Respondent himself claimed, or than had been settled to be given him, in the Document on which his claim was founded. The Court considers that that Document could only have been held to be of no legal effect, and that that the Hindoo Law should have been taken as the guide on the occasion if the Respondent had sued for more than he was entitled to by the Law or for the more than the other Members of the Family had agreed to give him, but not when he claimed less. In the Document on which the claim was founded, it was settled by the 1st and 2d Defendant, the first of whom is the Appellant, that with few exceptions, the whole of the Family property should be divided in two equal shares one of which was to go to the Appellant (the 1st Defendant) and the Respondent, as Grand sons of the first wife of Singama Naidoo the original holder of the property, and the other share to the 2d Defendant the son of his second wife, and although the Respondent, did not acknowledge that he had consented to the execution of that Document, yet he rested his claim entirely upon it, and sued for only one fourth share of the profits derived from the Family property for seven years amounting to Rupees 4,576, but the Judge in the Zillah of Chingleput stated in his Decree that the said Document was not to be considered of any legal effect unless it was consonant with the Hindoo Law, and after putting a question to the Law Officer on the subject, decreed a one third share of the property to the Respondent, which, if he had sued for it would have made his claim amount to more than 6000 Rupees. In that Case also the Respondent could not have grounded his suit on the Deed of partition which only allotted a one fourth share of the property to him. With respect to the Pleas of the 1st Defendant now the Appellant, the Court cannot absolve him from the responsibility that attaches to his execution of the deed of partition, because he asserts, what he has besides not proved that it was executed some years after the date which it bears, and for the purpose of defrauding the creditors of the Family, nor can they relieve either him or the 2nd Defendant from the liability to give the Respondent a share of the Profits derived from the Family Property, when he only sued for what they had settled to allow him, and for less than what he appears to be entitled to by the Hindu Law. With respect to the averment of the Appellant that it is not the custom amongst Poligars to make a division of their Property, but for the Head of the Family who holds the Office of Poligar to enjoy it, and support the rest, not only has the Judge in the Zillah of Chingleput quoted a Decree of the Court and Original suit No. 5 of 1811, the situation of the Parties in which case appears to have resembled exactly that of those concerned in the present suit, it was decided that the Profits of four Shotrium Villages, which had been granted in lieu of lands and privileges belonging to the Family of Poligars, should be divided between them. The Court therefore is decidedly of opinion that the Respondent was fully entitled to the profits derived from that share of the Property which he claimed, and which had not been appropriated in such a way as to prevent the Appellant and the 2nd Defendant who has not joined in the Appeal, from being answerable to him for them, but that the Respondent could have no claim to a larger share than that which he instituted the suit for the recovery of.

12. The remaining point for consideration is the amount the Respondent was entitled to of the one fourth share of the Proceeds of the Property that he prosecuted for.

13. His claim was for one quarter share of the Profit of the Shotrium Village and one quarter of the Merassee of Luttoo yielding 1552 Rupees per annum, and of one quarter of the Shotrium and Merassee of Eroongootcotah yielding 852 Rupees per annum, of one quarter share of the Merassee of Vuyaloor yielding 25 Rupees per annum, and of a House and ground in that Village yielding the same, of one quarter share of the Merassee of Poleponkum, one quarter share of 140 Goontahs of Cutchepootoo Garden at Streermadoor, and of two Pieces of ground in the same Village, and of 20 Cattle being one fourth of the stock. As a considerable reduction was made by the Zillah Judge, in the amount which the Respondent claimed he was only sufferer, but he has not appealed from the Decree of the Zillah Court and the Court does not consider it necessary to go at much length into the subject. The only sum awarded to be paid to the Respondent was a one third share of the Profits of the Shotrium Village of Luttoo from January 1821 when it was mortgaged by the Appellant to Baulakistna Moodelly, on account of Debts, contracted by himself until the date that they were claimed by the Respondent, the end of 1823, and as it was proved that the Village was mortgaged to the person mentioned in January 1821 on a account of debts contracted by the Appellant himself, the Respondent must be considered entitled to a share of the proceeds from that time. It appears from the evidence in the original cause, that the rest of the property was either disposed of, or the proceeds of it appropriated to the discharge of debts contracted by Members of the Family who formerly possessed the property, before the date of the respondent's claim, but if dissatisfied with what was dis-allowed by the Zillah Court, it was for the respondent to have appealed from his Decree, or prosecuted the parties now in possession of the property. After a mature consideration of the case the Court is of opinion that the respondent was entitled only to a one fourth share of the property of the family and to the profits derived from it, and the Zillah Judge appears to have been of the same opinion when he ordered half of one of the Shotrium Villages that had been attached by orders of his Court to be given up to the 2nd Defendant on the ground of the deed of partition that had been

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executed between him and the Appellant, and as the respondent did only claim a one fourth share of the produce and the Zillah Judge decreed a one third of it to him, the decree is modified, and it is decreed that for the period mentioned namely from 1821 to the end of 1823 up to which time the respondent claimed the produce, the Appellant and the 2nd Defendant should only pay to him Rupees 1067-15-5 being the one fourth share of the profits of the Village of Luttoo, for that period with costs of suit in proportion to the amount. The Court concurs in opinion with the Zillah Judge that the respondent is entitled to a share of the profits of both of the Shotrium Villages of Eroongolcottah and Luttoo which are inalienable, but as the proceeds of the former Village had been mortgaged to Balakristna Moodelly up to the period for which the respondent claimed them, and the Village is still in his possession on account of debts due to him, no part of the profits of that Village could be awarded to him.

STATEMENT OF THE COSTS OF SUIT.

PAYABLE BY THE PARTIES IN THE ZILLAH COURT.

By the 1st Defendant.

	Rs.	A.	P.	Rs.	A.	P.	
Fees of the Plaintiff's Vakeels on Rupees 4,577 the amount claimed are according to clause first, Section XXV Regulation XIV of 1816 @ 5 p cent	228	13	7				
Deduct payable by the Plaintiff on proportion of his claim dis-allowed by the Provincial Court being Rupees.....	2,908	0	7	145	6	5	
The value of the 1st sheet of stamp for plaint substituted for institution fees.	150	0	0		83	7	2
Deduct payable by the Plaintiff on proportion of his claim dis-allowed as above detailed...	95	5	9				
The amount of the other costs as per Decree of the Zillah Judge...	0	0	0		54	10	3
					133	15	5

By the Plaintiff.

				By the Plaintiff.		272 0 10	
Proportionate fees of his Vakeels.....	...	...	...	...	...	...	...
Do. Value of the 1st sheet of stamp for plaint...	...	...	...	145	6	5	...
	...	...	...	95	5	9	240 12 2
							512 13 0

IN THE PROVINCIAL COURT

IN THE PROVINCIAL COURT.

By the Appellant.

Fees of his Vakeel on Rupees 2,225-4-7 being the amount appealed for are according to clause above referred to @ 5 per Cent.....	111	4	0
Deduct payable by the Respondent on Rupees 556-5-2 being the amount disallowed out of that appealed for.....	27	12	10

Do. of the Respondents	83	7	2
Do. of the Appellants	83	7	2

The Value of Stamp papers used by the Appellant viz.			
1 Roll for Appeal Petition substituted for institution fees.....	100		
Deduct payable by the Respondent as above detailed.....	25	0	4
1 Roll for Vakalatnamah.....	1	0	0
5 Do. for special grounds of Appeal.....	20	0	0

The Value of stamps used by the Respondent in forma pauperis.

1 Roll for Vakalatnamah.....	1	0	0
7 Do. for Answer.....	28	0	0
	29	0	0
	291	14	0

By the Respondent.

Proportionate fees of his Vakeel as above detailed.....	27	12	10
Do. do. of the Appellants do.	27	12	10
Do. Value of the 1st sheet of stamp for appeal petition.	25	0	4
	80	10	0

Total payable by the parties in both Courts.....	372	8	0
	885	5	0

Given under our hands and the seal of the Court this eighth day of March in the year of Our Lord one thousand eight hundred and thirty.

By order of the Court.

E. C. C. (Signed) G. W. SAUNDERS,
H. W. The translation of this Decree is signed and
certified on the 19th April and the Appeal
time expires on the 17th July 1830.
(Signed) G. J. WATERS,
Acting Judge.
For the Register.

FROM

VENCATARAMANIAH,

Tahsildar of Chingleput Talook.

TO

RUNGAROW,

Additional Turfdar of Confiscated Shotrium, Luttoo Village.

The Shotrium Village Luttoo and Eroongolcottah which are attached to Chingleput and Manemungalum Talooks, respectfully were registered on the name of Streeram Moottoo Vencatappa Naick, who having no issue adapted his nephew named Nulla Streeram Naick, on his death on the 11th July last, the wife of the departed soul Tayarumma applied to the Board of Revenue, that these Shotrium Villages which were enjoyed by her husband should be registered on her adapted Son, and put these Villages under her authority until her Son becomes a Major. On her application the Board of Revenue reported to the Government, that these two Villages were given as Shotrium at first, and also the circumstances which have taken place after ceding these Villages as Shotriums. The Board of Revenue send orders to the Collector according to the advice of the Government on 30th Ultimo, that the $\frac{1}{2}$ part of the Shotrium Villages should be registered on her adopted Son Nulla Streeram Naick, and the remainder should be registered on Streeram Singama Naidoo according to the decision of Provincial Court of 1827, appeal No. 23. As I have received Takeed from the Collector dated 24th Instant, No. 221 according to the advice of the Board of Revenue, that the $\frac{1}{2}$ part of the Shotrium Villages should be registered on her adopted Son, Nulla Streeram Naick, and the remainder part on Streeram Singama Naick, and also to keep $\frac{1}{2}$ of the confiscated Shotrium Villages under her authority and obtain the Revenue from her by the name of her adopted Son, therefore you according these Orders give charge to her of all the accounts connected with the Villages and take from her receipt and deliver the receipt and all the documents connected with these Villages in charge of Zilladar of Sadras and present yourself in the Hoozoor.

(Signed) VENCATARAMANIAH,

Tahsildar of Chingleput.

30th March 1845.

FROM

RAMA ROW,

Tahsildar of Chingleput Talook.

TO

VENCATARAM NAICK,

Moonsiff of Luttoo Village, and

ANNA PILLAY,

Canacapillay of the said Village.

I have the honor to inform you both, the Takeed which I received dated 21st Instant, No. 439, the Shotrium of $\frac{1}{2}$ part of the Village which the deceased Nulla Streeram Naick possessed is to be transferred to his adopted Mother Tayarumma, which is to held it. After her death, the land, which she had in her possession is to be annexed to the Government according to the decision of the Provincial Court, whether the remainder of the land which is now enjoyed by Streeram Singama Naick should after his death be annexed to the Government or transferred to his descendants, is to be held in consideration. It is referred by the Takeed which I received from the Board of Revenue, in accordance to the advice of the Government dated 22d July 1854, that the Shotrium should be only enjoyed by Tayarumma and on her death it should be reported to the Government in order it may be annexed to it, it should be also reported to the Government on the death of the Streeram Singama Naick who now enjoys the remainder of the Village in order it may be annexed to the Government.

(Signed) RAMA ROW,

Tahsildar of Chingleput.

Annoor, }

30th June 1855. }

HINDU PRESS.

Siamia Bhima Nayak
Original Peligat Tripusseri
a Neshakaniyar at the Assumption of the

a Reschke in ¹⁸⁴⁹ at the Assumption of the Society by the British.

By first wife.

*San Svirâna
Sungama. Vâ
died 1808.*

S. Tayarennamal
wife of Memoralist.

Son. S. Ray
died 1844.

Son S. Venkatappa A.
died 1844.

died 1844.

Psithyrus borealis.

Gen & Phrasuakaru J.

Son S. Singamur T.
died 1856 (or 1857).

died 1856 (or 1857).

S. Varadarāja N.
| *dead*

S. Blümenfeld

Kalla Sivananda H.

adopted by N. G.

13.

Adopted Son Wally Srinima N.

died 1853.

Natural Sound No. 7

A-366

ordered that the accom-
panying Memorial be
forwarded with destina-
tion, and that intima-
tion of its despatch be

Wm made to Memth.

Memorialist

Wm

Cont. J. Geo. 2

11 March 1859.

65/749-111

Copied in a Letter to E.
4/22 March 1859 N. 10

Revenue 1859 Sept.
To Cons 22 March.

N. 306

From Streeram Sa-
-yaramma, Daughter
of the late Rajah
Rama Chandra Naidu
New Goal
Mookay
Sadar of the Villages
in the Chingleput
Talook.

Dated 23 Feb 59
Recd. 24
4 Encls.

Requesting to lay
the accompanying
Petition before the Govt.
in Council for submission
to the Home Govt.

N. 366. 19th March 1859

N. 55 & 56.

24 March 1859

65/749 ill