

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	1991	Press
		~~Mis~~
211-12		
Dated	9-12-	1870

Not to be folded or roughly handled

27/5/20

*Proceedings of the Madras Government, Revenue Department,
9th December 1870.*

No. 211. Read the following Proceedings of the Board of Revenue, dated 3rd December 1870 :—

Read the following letter from the Collector of Tanjore, to the Acting Secretary to the Board of Revenue, dated Trivadi, 26th November 1870, No. 428.

I HAVE the honour to report, for the information of the Board, that another Suit* has been instituted in the Small Cause Court at Negapatam on the Principal Sadr Amin's side for the recovery of a debt alleged to be due by the late Trustee of the Kallimodu Chuttrum, and for which the landed property of that institution is sought to be held liable.

* No. 100 of 1870.

2. In this case, one Chidembara Pillai of Velanganni is plaintiff, and I have been made a defendant along with the two sons of the late Trustee (one of them, Subramaniyan, having been adopted by the founder of the Chuttrum) on the ground that the Chuttrum, with its endowment, is now under my charge. The amount sued for is Rupees 2,774-10-0.

3. The Suit is based on a Razinamah for Rupees 1,613-10-0, entered into by the other two defendants on the 12th October 1864, a few months before the Chuttrum was taken under Government management, in which a lien is given for the said sum upon the landed property of the Chuttrum, this adjustment having been made in a Suit,† which plaintiff had instituted against the late Trustee (who was then alive) for the recovery of a debt due by him as follows :—

† No. 65 of 1863 on the file of the Tranquebar Principal Sadr Amin.

	RS.	A.	P.
On a simple bond executed to the plaintiff by the late Trustee on the 11th December 1861 ...	998	5	0
Interest on this sum up to the date of plaint ...	211	15	4
Rent due for two years on a lease taken out by the late Trustee from the Plaintiff ...	168	0	0
Interest on do. ...	7	5	0
	1,385	9	11

4. This sum, *plus* interest, subsequent to the date of the Plaint in the previous Suit, makes up the amount of the Razinamah, viz., Rupees 1,613-10-0, and the latter, *plus* interest, subsequent to the date of the Razinamah that of the present Suit, viz., Rupees 2,774-10-0.

5. Now, beyond this Razinamah, there is positively nothing to show any connection between the Chuttrum and the debts, in respect of which it was entered into in October 1864. The Bond for Rupees 998-5-0 purports to have been executed by Saminathaiyan (that being the name of the late Trustee), residing in a certain Agraram at Combaconum, in adjustment of previous debts, and there is not a word about the Chuttrum or its endowment in it. It even does not purport to have been executed by him in his capacity of Trustee of the Chuttrum. It is, moreover, a fact, that the previous debts therein referred to do not appear in the Chuttrum Accounts.

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6. Similarly, the engagement to pay rent, which formed the second item of the claim in the previous Suit, also concerns the late Trustee personally, and it is, moreover, distinctly stated therein that his own individual property was to be held answerable for the discharge of the obligation.

7. It is thus clear that an agreement concluded with the plaintiff by the representatives of the late Trustee in a personal action against him cannot impose upon the Chuttrum property a liability which did not attach to it before, and of which, moreover, negative evidence is furnished by the very documents relied upon in that Suit.

8. Even admitting the debts to have been contracted on account of the Chuttrum, the late Trustee had no right thus to encumber this charitable endowment. His office consisted merely in applying its revenues to the support of the charity, and the excuse, therefore, if such be put forward, that he was induced to incur debts for the expenses of the Chuttrum cannot be admitted.

9. I propose, therefore, with the permission of the Board, to demur to the liability of the Chuttrum altogether, and to put in a written statement as per draft† herein enclosed.

† Enclosure No. 6.

10. I enclose also translations of the following papers connected with this Suit:—

- (1.) Petition of plaint in the present Suit.
- (2.) Razinamah concluded in the previous Suit No. 65 of 1863 on the file of the Tranquebar Principal Sadr Amin.
- (3.) Petition of plaint in the said previous Suit.
- (4.) Bond for Rupees 998-5-0 executed by the late Trustee on the 11th December 1861.
- (5.) Rent chit executed by him on the 13th December 1861.

11. I must state one fact in connection with this case. The rent for two years, which is one of the items of the plaintiff's claim, is stated to be due on land sold to him by the late Trustee in 1858. This land (two velis and two maus) in the village of Sattiakolum forms part of the Chuttrum endowment, and has all along been, and now is, in the enjoyment of the Chuttrum, and what right the late Trustee had to dispose of it does not appear. The alleged sale price of the land is stated to be Rupees 700, but in the Chuttrum Accounts there are several items of credit on this account, amounting in all to Rupees 963, of which Rupees 249-14-0 are debited as re-payments to the purchaser, thus leaving the net credit at Rupees 713-2-0. Of this sum, however, as the Chuttrum Accounts show only Rupees 436-2-0 have been applied to the expenses of the Chuttrum, and the remainder to the late Trustee's own expenses, such as the improvement of his Durkhast land in another village.

12. The plaintiff would so far seem to be entitled to a refund of Rupees 436-2-0, but it is altogether a distinct matter, and forms no part of his claim in this Suit, in which he only claims rent for two years on a document executed to him by Saminathaiyan on his own personal account. For this the latter's personal representatives are alone responsible.

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13. Plaintiff may hereafter bring, or very probably has already brought, another Suit for the recovery of the land abovementioned, though no notice of it has yet reached me from any Court.

14. The hearing of this Suit is posted for the 2nd December, but I have directed the Vakil to apply for a month's further time from that date.

SUBMITTED for the orders of Government with the recommendation that the defence of the Suit be sanctioned.

No. 212. ORDER THEREON, 9th December 1870, No. 1,991.

Miscellaneous.

THE Government sanction the defence of the Suit in the first instance.

2. In reporting the result, the Collector will state how it is proposed to meet the costs should any be awarded against him as defendant.

(True Extract.)

(Signed)

W. HUDLESTON,

Secretary to Government.

To the Board of Revenue.

Exd. F. R. Bantleman.



To, The Principal Sudder Amin's Court
Negapatam.

Chidambaram Pillai, a Mirassidar
residing in Valangunni Negapatam } Plaintiff
Taluk

1. G. Lee Morris Esquire Collector of
Tanjore and manager of the Kallimada
Chattram in Tribapundi Taluk } Defendants
2. Subramania Aiyar, Pleader civil
Court Tanjore
3. Davidayadapane Aiyar a Mirassidar
living in Fort Tanjore

Petition of Plaintiff for Rupees 2774-10-
being the amount of a Razinama &c

In original suit No 65 of 1863 instituted
by me in the Tranquebar Principal Sudder A-
min's Court against 2^d & 3rd Defendants
as well as the 1st Defendant, the deceased
Saminada Aiyar, who was the natural father
of the 2nd and father of the 3rd Defendants
for Rupees 1385-9-11 being the amount of a
bond and rent chit executed by the said 1st
Defendant

Obt. of 1870 31/12/75.

REVENUE.

THE BOARD OF REVENUE.

Dated December, 31st.

Recd.

G. O., 9th December 1870, No. 1,591.

DECEMBER.
Nos. 211-212.

Suit No. 100 of 1870 in Negapatam Small
Cause Court against the late Trustee of Calli-
moda Chattram.—Its defence sanctioned.

To,
The Court of the Principal Sadar Ameen
of the Zillah of Tranquebar -

Original Suit No. 65 of 1863.

Razinamah concluded between the Plaintiff
and the 2^d and 3^d Defendants, Viz: Subramas-
-mia Aiyar, Pleader, in the Tanjore Civil
Court, and Dandayudai Panni Aiyar, living
in Govindappa Agraharam at Combaconum.

As it appears that the bond and the re-
rent Chit, which form the subject of this suit
amounting to Rupees 1385-9-11 were executed
on account of Hallimode Chattram by the
deceased Saminada Aiyar, 1st Defendant and
the father of the 3^d and natural father of the
2^d Defendant, while he was trustee of the
said Chattram; we (the Plaintiff, the 2^d and 3^d
Defendants) do hereby agree that the sum of
Rupees 1613-10-00 made up of the amount
above mentioned, interest thereon from the
instituted of the suit up to date and costs,
is to be recovered by the Plaintiff with subse-
-quent interest at one per cent per mensem
from

For the Plaintiff
J. R. No. 6118/70
From
No. 3751/70

The Collector of Tanjore

The Secretary to the

Board of Revenue

For the Defendant
Dated 26th November 1870

Received
No. 428

Enclosures No. 1

J. R. No. 6118/70

from this date upon the security of the vil-
lages of Karambore &c. belonging to the
Chattram under the will left by the adoptive
father of the second defendant.

This Razinama is presented under
Section 98 of the Civil Code.

12th October 1870 (Signed) D. Sundram Aiyar
2^d Defendant's Reader

(Signed) Sami Aiyar, Reader for Plaintiff

(2^d) N. Subramania Ayyer 2^d Defendant

(2^d) K. Sreanarayana Iyer, Reader
in the Court of Small Causes, Tanjore

(2^d) J. Rappasami Aiyer, living in
Govindappa, Agraharam, Combaconum

(2^d) Narnappayyan, Vakil

Before me in Open Court this 18th October 1870

(Signed) V. Sundra Naider
Principal Sader Amin -

Filed 13th October 1870

(Signed) S. Sami
for H. C.
(True Translation)

(Signed) G. Lee. Morris
Collector -

(True Copy)

J. Grose
As Secretary

22-8-70

22-8-70

Original Suit No 65 of 1863

Plaintiff
Chedambura Pillai son
of Theagaraja Pillai
residing in Valangunny
Nagapatam Taluk -

Defendant
Saminada Aiyar son of
Sundra Sastri living in
Govindappa Agraharam
at Combaconum in Tanjore
District

Suit for Rupees 1385-9-11 due on a bond
and rent - chit -

I buy this suit for money due to me on
a bond for Rupees 998-5-0, bearing interest
at one per cent per mensem, executed by the
defendant on the 14th Margali of the year Durmati
of the Hindu Era (11th December 1861) and
on a rent - chit for 2 years on 2 2 of land
with its Paimash jasti in the village of
Sattia Colam in the Tritrapundi Taluk
(the same being the land sold to me by the
Defendant) by which he agreed to pay Rs 84
per Annum on the 14th of Margali every year.

Particulars of Claim.

Amount of the Document A Rupees 998-5-0
Interest thereon from the 25th December 1861 to the 17th September 1863

Amount due on document (B) for the 1st year 84-0-0

Interest on it from the 11th Dec 1861 upto date 7-5-7

Amount due on 2^d for the 2^d year 84-0-0

Total 1385-9-11

I pray that, in accordance with the terms of the abovementioned documents, the whole amount of the bond (A) and the amount due on the Rent Chit (B) for the 1st Year, may be decreed to be paid to me now, and that the amount of the document (B) for the 2^d year may be decreed to be paid to me when it falls due -

(True Translation)

(Signed) G. Lee Morris
Collector

(True Copy)

J. G. Lee
As Secretary -

G. Lee Morris
Collector

Bond executed by Saminada Aiyar, son of Sundra Sastri, living in Jorindappa Agraharam at Comba conam to Chidambaram Pillai of Velanganni on the 14th of Margali of the year Durmati (11th December 1861).

Whereas I am indebted to you in the following sums.

1st Amount received on the 24th Margali of the previous year Siddanti, upon the mortgag of 3-2¹/₂ in the Village of Kiram bore Rs 583-6-0.

2^d Interest thereon up to date - 138-1-0

3^d Arrears of rent due by me on 2-2 of land in Seradi Kottai in the Village of Sathia Colam in the Trita pundi Taluk, which with its Samudayam was sold by me to you on the 20th of Ani of the year Pingala and leased out by you to me for two years from that date - 261-4-0

4th Charges of registering the rent-chit & the conveyance which had been drawn up on plain paper - 15-10-0
Total Rs - 998-5-0

I do hereby agree to pay this amount
of nine hundred and ninety eight Rupees
and five annas to you on the 30^d of Karti-
-kai following with interest at one percent
per mensem. As a stamp paper of 6Rs
is not procurable at present, this bond
has been drawn up on a stamp paper
of 5Rs (no 823) with one Rupee stamped
paper (no 50,394) attached to it.

/signed/ Saminada Aiyar.

Witnesses,

/Signed/ Subramania Mudali, son of
Kilayur Chidambarama Mudali.

(do) Mutturamanada Mudali, son of
Koilpat Chinnappa Mudali.

(do) Velangunni Kanagasaba Pandaram.

(do) Toppundi Annaiyappa Mudali.

(do) Toppundi Sivasegura Setti.

/True translation/

/signed/ J. Lee Morris
Collector.

/True copy/

J. Lee Morris
Secretary.

8
Rent-chit executed by Saminada Aiyer
son of Sunda Sastri, living in forindappa
Agraharam at Tomba conum to Chidam-
-bara Pillai of Valangunni on the 16th Margali
of the year Durmuli of the Hindu Era (132
December 1861).

Having rented from you for 2 years
2-2ⁱⁿ of land in Sevadi Kattalai with its kaimash
jasti in the village of Sattia Colam in
the Tri tra pundi Taluk, and which land
having been conveyed to you by me by
a deed of sale, has been in your enjoyment;
I hereby agree to properly cultivate
the said land and pay you annually
on the 14th of Margali a rent of Rs 84 for
the above mentioned period irrespective
of the government dues which are to
be discharged by myself. If I fail to

however the 1st Defendant is not prepared to admit the late trustee had no right thus to encumber this charitable endowment. His office consisted merely in applying its revenues to the support of the charity and the plea, therefore that he was induced to incur debts for the expenses of the Chattram is totally inadmissible.

Tanjore Collector's Office } Signed / G. Lee. Morris
Trivandri 26th November 1870 } Collector

(True copy)

J. G. Gole
Acting Secretary

Ex² J. G. M.

Revenue Department.

No 1991

Pros of the Madras Govt

Under date the 9 December 1870

Read the following

Pros of the Board of Revenue

Requesting to sanction defence
of suit instituted in Nagapattam
S.C. Court for recovery of debt
due by late Trustee of Pallim-
du Chattram.

H.E. 3rd December 1870.

A/A N.P.
J. D. S.

The Govt sanction the
defence of the suit in the first
instance.

2. In reporting the result,
the Collector will state how it
is proposed to meet the costs,
should any be awarded
against him as defendant.

M. S. G. P. To the Secy of the Board of Revenue

L. H.

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Said in Kapa
tan -

Special Agent
J. J. [unclear]
[unclear]