[illegible]

constitute an absolute and bind renunciation of all Sivasawmy's claims upon the Ramnad Zemindary, and that they would furnish a complete answer to any Suit which he might bring against the present Zemindar. Of course, we assume that the agreements are genuine; that they were not obtained under circumstances of fraud or undue pressure; and that they are properly registered under Act XX. of 1866. Nothing is said in the reference as to registry, and without it the documents could not be received as evidence or have any binding effect—(See Act XX. of 1866, Section, 17, 49.) Supposing the documents to be registered, inquiry should be made as to whether Sivasawmy has been put into possession of the village named in the Agreement of 11th July 1868, which forms the consideration for Sivasawmy's renunciation. We think, too, that it would be well for the Collector to ascertain if the witnesses to the Agreements are living and willing to testify to their genuineness. He should, if possible, ascertain whether Sivasawmy admits them and acknowledges that he is bound by them. Assuming these inquiries to be answered favourably, we think that the Ramnad title would be clear, and that Government might safely advance money upon it. In the meantime proceedings against the Zemindary might be stayed.

2. It might save time if the Government would desire Mr. McQuhae to put himself in communication with Mr. Mayne, who will be in Madura for a few days on and after the 15th of this month. A personal inspection of the documents and consultation on the spot with those who are familiar with the case would be more satisfactory than correspondence.

(Signed) J. D. MAYNE,
Acting Advocate-General.

(Signed) J. W. HANDLEY,
Government Pleader.

8th January 1872.

No. 132. ORDER THEREON, 10th January 1872, No. 67.

Miscellaneous.

ORDERED that the opinion of the Government law officers be communicated to the Acting Collector, with the request that he will arrange to meet the Acting Advocate-General at Madura on 15th instant.

2. The Government will await a further report from them after this meeting. Meanwhile, they authorize the Acting Collector to pay to the Ramnad Zemindar a maintenance allowance at the rate of Rs. 3,000 monthly to be adjusted from the revenues of the estate.

3. Payment of the Advocate-General's fee is sanctioned.

4. As regards the Government Pleader's claim to the same fees the Government observe that questions relating to the Ramnad Zemindary have always been

the Rever

dated 14th December, No. 2,1 , I have th onour to report that Moo vijia Ragunatha Taver, the plaintiff in the Suit lately brought for the possession of the Ramnad Zemindary, died on the 16th instant at his residence in Sevour, and to forward, for the orders of Government, a petition from the Zemindar, begging that the attachment of his estate for arrears may not be carried out, and that an advance may be made to him as originally proposed.

2. I enclose translations of two agreements executed by the adopted son of the deceased and the Zemindar of Ramnad, and translation of a deposition given by the former in the Ramnad adoption case. I think that the adopted son of the deceased has sold his interest in the estate to the Zemindar, and that the Suit is, therefore, at an end, and, under these circumstances, I trust that Government will be able to carry out their original intention of paying off as much as possible of the Ramnad debt at once.

3. It is of importance that the creditors should not file Suits against the Zemindar, as otherwise the estate will be saddled with the costs of these Suits in addition to the existing debt.

REFERRED, through the Government Solicitor, for the joint opinion of the Acting Advocate-General and the Government Pleader.

FORT ST. GEORGE,
3rd Jauuary 1871.

(Signed) W. HUDLESTON,
Secretary to Government.

No. 131. From the Government Solicitor, Madras, to the Secretary to Government, Revenue Department, Fort St. George, dated Madras, 8th January 1872, No. 13.

I HAVE the honour to acknowledge the receipt of the Order of Government dated 3rd instant, made on letter from the Acting Collector of Madura to Government, dated 28th ultimo, No. 2,346, requesting the joint opinion of the Acting Advocate-General and the Government Pleader relative to the Ramnad Zemindary.

2. I submitted the matter for the consideration of the Acting Advocate-General and the Government Pleader, and I now forward herewith a copy of their joint opinion and return the enclosures forwarded with the order of Government above noted.

3. I have marked on the Acting Advocate-General's Brief a fee of Pagodas 40 or Rs. 140, being the usual fee payable to him in such cases, and request the sanction of Government for disbursement to him of that sum.

4. I may here mention that, when I conferred with the Government Pleader on the papers submitted to him for opinion, he submitted that he was entitled

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(Sig W. HUDLESTON,
Secretary to Government.

To the Acting Collector of Madura.
,, the Government Solicitor.
,, the Government Pleader.
,, the Board of Revenue.
,, the Accountant-General.

Exd. F. R. Bantleman.

No 2346

Read with all [illegible] papers

Collectors Office
Madura
28th December 1871

JP

From
W. McQuhae Esquire
Acting Collector of Madura

To
W. Hudleston Esquire
Secretary to Government
Revenue Department
Fort St. George

Sir,

With reference to the Order of Government in the Revenue Department dated 14th December No. 2106, I have the honor to report that Moodooroojea Regunatha Taver the Plaintiff in the suit lately brought for the possession of the Ramnad Zemindary died on the 16th Instant at his residence in Sevour, and to forward for the orders of Government a Petition from the Zemindar begging that the attachment of his Estate for arrears may not be carried out and that an advance may be made to him as originally proposed.

2. I enclose Translations of two

two agreements executed by the adopted son of the deceased and the Zemindar of Ramnad and translation of a deposition given by the former in the Ramnad Adoption Case. I think that the adopted son of the deceased has sold his interest in the Estate to the Zemindar and that the suit is therefore at an end and under these circumstances I trust that Government will be able to carry out their original intention of paying off as much as possible of the Ramnad debt at once.

3. It is of importance that the creditors should not file suits against the Zemindar, as otherwise the Estate will be saddled with the costs of these suits in addition to the existing debt.

I have the honor to be,
Sir,
Your most obedt. Servt.

Ag Head Asstt. for Collector

No. 2.

Referred to the Govt. Solicitor for the joint opinion of the Ag Advte. Genl. & the Govt. Pleader.

W. Hudleston
Ch. Secy.

3. Jany. 1872.

No. 130 –

C-30 Decbr. 3rd Jan 72
[illegible]

1871 Revenue Dept.
No. 4140
From
The Ag Collector of Madura
To
The Secretary to Govt.
Fort St George
Dated 28 December } 1871
Recd 30

No 2346

Enclosures four

Reporting the death of Muttuvijia Regunada Tever Plaintiff in the Suit lately brought for the possession of the Ramnad Zemindary & forwarding for the orders of Government a Petition from the Zemindar praying that the attachment for arrears may not be carried out & that an advance be made to him as originally proposed.

Referred –

TWO RUPEES

To

His Excellency the Governor in Council
Fort St. George

The humble Petition of Moothoo
Ramalinga Sathoopathey.
Zemindar of Ramnad

Sheweth

1. That His Excellency's humble petitioner has been informed that Government do not consider themselves justified in making the proposed advance on the Security of the Ramnad Estate, until the Suit now pending, is settled, or at least until the Evidence is recorded on both sides, and that Government have therefore determined to attach the Estate for arrears of Peshcush.

2. H. E's petitioner further begs to mention that Moothoo Vizia Ragoonatha Taver, the plaintiff of the said Suit died on the 16th Inst. As his Suit for the Zemindary was based on an alleged will referred to in the plaint by which he had a life interest it has also Ended with him.

3. H. E's petitioner now begs that as the Suit will be dismissed by the Court ab

V. Mutturamalingu Saythu

[illegible]
1871 [illegible]
[illegible] 19
[illegible]
[illegible]
[illegible]

6

the middle of next month, H E in Council will kindly take into consideration their former proposal of giving petitioner the loan he has requested and do the needful for him.

4. Should it however take up some time for Government to consider the disposal of the subject, petitioner begs that the attachment of the Zemindary for the payment of arrears of Pesh Cush will be put off to a certain time that the Government may think proper to limit; as petitioner will suffer very much by his creditors, the Chetties & others, if the Estate be attached immediately for the arrears of Pesh Cush only.

5. But if Government are unwilling to grant either of the requests as stated in paras 3 & 4. to the petitioner, who has been trusting Government for the last three years, he humbly begs His Excellency in Council will order the attachment of some villages only belonging to Petitioner's Zemindary as will be sufficient to make up for the arrears of the Pesh Cush, and sell them by public auction under Act II of 1864 and Regulation 25 of 1802 & thus clear up the arrears.

Ramnad }
[illegible]mber 1871 }

V. Mutturamalinga Suythupa
Zamindar of Ramnad

Translation of an Agreement passed under date the 11th July 1868 between Vejia Rigunada Moottooramalinga Saitoopathy (on the one hand) residing at Ramnad in the Sub District of Ramnad in the District of Madura; and Annasamy alias Sevasamy Taver son of Cadambavana Taver of Mennandy, adopted son of Doraraja Nachiar daughter of Ramasamy Saitoopathy on the other.

The Ramnad Zemindari became the property of Doraraja Nachiar and after her demise that of Ranee Parvatha Vurdaney Nachiar and was enjoyed by the latter accordingly. The abovementioned Ranee adopted Moottooramalinga Saitoopathy one of us and thereby the above Saitoopathy inherited all rights to the Zemindari. The Govt of Madras and Coonjara Nachear lodged suits in the Civil Court to the effect that the adoption cannot be made and that they are themselves the heirs to Purvada Vurdaney Nachiar. I the above Annasamy alias Sevasamy Tevar appeared as a witness in the Civil Court and gave evidence in favour of the

the

Enclosure No 1 in a letter
From
The Agt Collr of Madura
To
The Secretary to Govt
Dated 28th Dec 187
No 2326

4
4440/71

Petition addressed to Government by the Zemindar of Ramnad.

the adoption of Moottooramalinga Saitoopatty and afterwards in the Privy Council decision was passed confirming the adoption with a proviso that that Decision will not bar the claim if any, I, the above Annasamy alias Sevasami Tevar have got. It was therefore settled between us that I Annasamy alias Sevasamy Tevar, should consent to forego the claim I have got with reference to the doctrines of the Hindoo Law, that in remuneration thereto, I the above Moottooramalinga Saitoopathy, do transfer to Annasamy alias Sevasamy Tevar, the village of Karuthanendel comprising 165/8 Callams and 4½ measures seed Nunjah land and 790½ Koorookums of Poonjah valued at Rs 15000 bounded on the south by the Karsel Punjah of Moottooolapillay, Kottoo Carnam of Calladeyendel, in the Gamencottay Taluk in the Zemindari, west of the Poonjah of Nerethennam limits; north of Mookoondoo poonjah of Thennoodachey Mookoondeen of Poolathi, and east of Vandel Poonjah of Palaneycoomarupillay of Vananganendel; to pay a sum of Rs 4000 for building a house with and a monthly allowance of 50 Rs. that the above Annasamy alias Sevasamy Tevar should receive the property and enjoy the same with all rights thereto from generation to generation and that I, Annasamy alias Sevasamy Tavar having accordingly surrendered all rights to the rest to Moottooramalinga Saitoopathy he should with all rights enjoy the same from generation to generation thus both of us with our free will entered into this agreement and bind ourselves and our heirs to conform to it.

(Signed) Moottooramalinga
Saitoopathy

" Annasamy alias
Sevasamy Tevar

Witnesses
(Signed) Saitooraja Tevar
" Pereasami alias Moottoo
samy Tevar of Poovei
" Anandappa pillay of Ramnad

This agreement was drawn out by Manickempillay of Ramnad

Registered at pages 300 & 301 of Vol. I of Register in Ramnad in 1868.

(True Translation)

Ag Head Asstt. for Collector

9

No 13.-

Madras, 8th January 1872.

Do

From
H. G. Prichard
Government Solicitor,
Madras

To
W. Hudleston Esqre
Secretary to Government,
Revenue Department,
Fort St George,

Sir,

1. I have the honor to acknowledge the receipt of the Order of Government dated 3d Instant made on letter from the Acting Collector of Madura to Government dated 28th Ultimo, No 2346, requesting the joint Opinion of the Acting Advocate General and the Government Pleader relative to the Ramnad Zemindary.

2. I submitted the matter for the consideration of the Acting Advocate General and the Government Pleader and

3. I now forward herewith a copy of their joint Opinion and return the enclosures forwarded with the Order of Government above noted.

4. I have marked on the Acting Advocate General's Brief a fee of Pagodas 40 or Rupees 140 being

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Enclosure No 2

In a letter
from
The Ag Collector
Madura
to
The Secretary to
Govt
Fort St George
Dated 28 December 1871
4440/71
No 2346.

Translation of an agreement passed under date the 11th July 1868 between Vijia Regunada Mathuramalinga Sethupathy and Annasamy alias Sivasamy Tever being the usual fee payable to him in such cases and request the sanction of Government for disbursement to him of that sum.—

5. I may here mention that when I conferred with the Government Pleader on the Papers submitted to him for opinion he submitted that he was entitled to the same fees as that of the Advocate General; I have therefore to request the Orders of Government thereon.—

I have the honor to be,
Sir,
Your most Obedient Servant,
for H. G. Prichard
Govt. Solicitor
Ernest H. Langley

have to acknowledge
the Order of Government dated 8th ultimo
made on letter from the Acting Collector of
Madura to Government dated 23rd October No.
324 requesting the joint Opinion of the Acting
Advocate General and the Government Pleader
relative to the Ramnad Zemindary.

2. I submitted the Matter for the considera-
tion of the Acting Advocate General and the
Government Pleader

Recd 1872
No. 108
From the Government Solicitor
To the Secretary to Government
Madras
Fort St. George
Dated 8th January
Recd 10

No. 13.
Forwards a copy of the joint Opinion of the Acting Advocate General and Government Pleader relative to the Ramnad Zemindary and requests the orders relating thereto.—

Revl. 1872. Deptt

From No. 108
The Government Solicitor
Madras
To
The Secretary to Government
Revenue Department
Fort St. George

Dated 8th }
Recd 10th } January

No. 13.
Enclosures 6.

Forwards a copy of the joint Opinion of the Acting Advocate General and the Government Pleader relative to the Ramnad Zemindary and returns the papers relating thereto. -

G.O. No. 67, 16 Jany/72

Effl C 11/Jany/72 R 13

Opinion.

We are of opinion that the two agreements forwarded with this reference constitute an absolute and binding renunciation of all Sivasawmy's claims upon the Ramnad Zemindary, and that they would furnish a complete answer to any suit which he might bring against the present Zemindar. Of course we assume that the agreements are genuine, that they were not obtained under circumstances of fraud or undue pressure, and that they are properly registered under Act XX of 1866. Nothing is said in the reference as to registry and without it the documents could not be received as evidence, or have any binding effect (See Act XX of 1866 s.s. 17, 49) Supposing the documents to be registered, enquiry should be made as to whether Sivasawmy has been put into possession of the Village named in the agreement of 11th July 1868 which forms the consideration for Sivasawmy's renunciation. We think too that it would be well for the Collector to ascertain if the witnesses to the agreements are living and willing to testify to their genuineness. He should if possible ascertain whether Sivasawmy admits them, and acknowledges that he is bound by them. Assuming these enquiries to be answered favorably we think that the Ramnad title would be clear, and that Government might safely advance money upon it. In the meantime proceedings against the Zemindary might be stayed.

It might save time if the Government would desire Mr. McQuhae to put himself in communication with Mr. Mayne, who will be in Madura for

for a few days on and after the 15th of this month. —
a personal inspection of the documents, and consultation on the spot with those who are familiar with the case, would be more satisfactory than correspondence.

(Signed) John D. Mayne
Actg. Adv. Genl.
(") J. W. Handley
Govt. Pleader.

8th Jany. 1872 —

(True Copy)
for H. G. Prichard
Govt. Solicitor
Ernest Barclay

108 of 18

Enclosure
from the Govt.
to the Secretary
Revenue Depart
Fort St Geo
January 1872

108 of 1871

Enclosure in Letter from the Govt. Solicitor to the Secretary to Govt. Revenue Department Fort St George, dated 8th January 1872, No. 13.

Translation of an agreement executed, on the 25 August 1869, between Zemindar Vijia Regunada Muthuramalinga Sethupathy and Sivasami alias Andaisamy Tever, the natural son of Mummandi Kadambavana Tever and adopted son of Dorarajah Nachiar.

By an agreement between us under date the 11 July 1868 Muthuramalinga Sethupathy bound himself to have Karuthamendal which is in the Village Kamencottay Talug within the boundaries therein specified, registered in my (Sivasami's) name & to pay me Rs 4,000 for erection of a house, & a monthly allowance of Rs 50, in consideration of the deposition given by me in the adoption suit recognizing his adoption and of my my relinquishing all rights. now I requested Muthuramalinga Sethupathy to impose a light assessment on the Village & my application has been granted. In Consequence of this indulgence, I hereby give up my right to the registry of the Village in my name and to receiving the monthly allowance of Rs 50. It is further agreed that Muthuramalinga Sethupathy shall pay up the balance that has fallen due to me after deducting the expenses already incurred, on account of a house, the Construction of which has in accordance with his former promise, already been Commenced and is progressing. The Poruppoo of the Village as now fixed is Rupees 350.

(Signed)

(Signed) Sivasami alias
Ainasamy Tever
" V. Muthuramalinga
Sethupathy

Witnesses

(Signed) Selvanayagum
Pillai
" Samicannu Tever
" Manickum Pillai

Registered on the 29th August 1869.

(True Translation)

Ag Hd. Asst for Collector

Enclosure No 3
In a letter
From
The Ag Collector
Madura
To
The Secretary B of Rev
Fort St George
Dated 28th December/71
4140/71
No 2346

Translation of an
agreement executed
between Zemindar
Raja Regunatha
Moothooramalinga
Sethupathy &
Ammasamy alias
Sivasamy
dated 25 August/63

15

Translation of a Deposition given on solemn affirmation on Tuesday the 1st September 1863 by Amnasamy alias Sivasamy son of Cadambavana Tever of Kennandy of the Ramnad Talug of the Marava Caste, a cultivator aged 20 or 21 years & 4th witness on behalf of the Plaintiff in O S No 1 of 1861.

Moottoovijaya Regunada Tever husband of Doraraja Nanchiyar adopted me - I know the Plaintiff in this suit - I do not know who performs the anniversaries of the death of Ramasawmy Sarthoopathi - I know the Plaintiff and the 1st Defendant the Rani. I do not know any thing whatever about the adoption. I was a small child then. I had never objected to the adoption. I now do consent to the same. I consent only as respects to it.

y Mr Dale

When I was adopted I was a small child - I did not se

Dozarya Nauchiyaur - She died when I was 2 or 3 years old.

By Mr Mayne - I live with the 1st Defendant & Cadambavana Sevar my own father - when I attained Majority they asked me to give my consent to the adoption - what I stated is wrong. No one asked me to give my consent to the adoption - They only asked me only 2 or 3 days previous to my giving evidence in this case. No one advised me to give my consent. I do give my consent thereto with my own accord. The Plaintiff's Vakil asked me first to give my consent to the adoption

Signature of the Civil Judge

(A true Translation)

Dy. Pr. Agt. for Collector

From Asst.
Madura
28 Dec. 71.

[illegible]

[illegible] Expects [illegible]
[illegible]
[illegible]
of the Zemindari
Estate
that he accepted
[illegible]
his claims to the
Estate [illegible]
the possession for a
valuable consideration
by deeds registered
in 1868 & 69. &
a translation

Enclosure No 4 In a letter

From
The Actg Collector of
Madura

To
The Secretary to Govt
Fort St George

Dated 28 December 1871
No 2346

4140/71

Translation of
a deposition given on
the 1st Septr 1863 by
Annasamy alias
Sivasamy

and disposed in the
adoption but ~~that~~
he consented to the
adoption of the last
clause of the Zemindar
and no interference.

~~that~~ that the Zemindar
prays the attacht. of
the estate may not be
carried out but the
assignment accepted
and advances made
on its security - or
else that a few villages

18

may be sold in
satisfaction of
the arrears of
Peshcush.

I presume the
Govt. will wish
to refer the papers
for the opinion of
the Law Officers.
Orders requested.

20.12.76.

Yes
SDS

Yes. N

~~Referred to the Govt Solicitor for the joint opinion of the Advocate Genl & the Govt Pleader~~

~~S.D.H.H.~~

~~3 Jan/72~~

For orders

Special

Ramnad

c. 35 Dect. R. 3rd Jan 72

Revenue Department

No. 67

Ordered in Council 9.1.72.

Proceedings of the Madras Government Under date the 10th January 1872.

Read the following papers:–

Ag. Collector of Madura. Reporting the death of Muttuvijia Ragunadha Tever Plaintiff in the suit lately brought for the possession of the Ramnad Zemindary &c.	(Ac. 28th Decr./71 No. 2346)
Government Pleader. Opinion on the Ramnad Zemindary	(" 8th January/72)

Ordered that the opinion of the Govt. Law Officers be communicated to the Ag. Collr. with the request that he will arrange to meet the Ag. Advocate Genl. at Madura on 15th Instant.

2 The Govt. will await

await a further report
from them after this meeting
meanwhile they authorise
the Asst Collr. to pay to
the Ramnad Zemindar ~~[illegible]~~ a
maintenance allowance
at the rate of Rs. 3,000 a-
monthly to be adjusted
from the revenues of the
estate.

Payt. of the Adv. Gen.
fee is sanctioned

As regards the
Govt. Pleader's claim
to the same fee. the
Govt. observes that
questions relating
to the Ramnad
Zemindary have
always been viewed
as within the
scope of the Govt.
appt. as legal
adviser of Govt. in
the public matters.

No special fees
were paid to Mr.
Handley's predecessor
on similar occasions
& the Govt. see no
reason for making
any change in
this respect.

~~Ds.~~

Sd

1 - Actg Collr of Madura - Despd. 18 Jany/72
4. Govt. Solicitor "
3. Govt. Pleader "
14. Bd of Revenue "
6. Acct. Genl "