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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No.	1282	Press
B.P. No.		Mis.
Dated	31-3-1977	197

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
31st March 1877.*

No. 931. Read the following letter from J. W. HANDLEY, Esq., Government Pleader, Madras, to the Hon. D. F. CARMICHAEL, Officiating Chief Secretary to Government, dated 23rd March 1877, No. 48:—

ABSTRACT.—Suits in Salem District Court to set aside lease to Government of Chinna Kulroyen Hills.—Advising as to defence of—

No. 932. ORDER THEREON, 31st March 1877, No. 1,232.

Miscellaneous.

COPY of this letter and its enclosures will be forwarded to the Collector, Salem, who will inform the Government

Pleader fully on all points on which Mr. Handley remarks—at an early date.

2. When the correspondence between the Collector and the Government Pleader is completed, Mr. Handley will advise further on the written answer.

3. The Government think it desirable, if ultimately the case should go into Courts, the Government Pleader should personally conduct the defence.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Officiating Chief Secretary.

To the Collector of Salem.
„ the Board of Revenue.
„ the Government Pleader.

Ed. F. R. Bank.

In the District Court of Salem
D. S. No 6 of 1876

Sankara Gounden & 4 others
Plaintiffs

1. Annamalai Gounden
2. C. J. Longley Esq
Collector of Salem
Defendants

Written Statement of the 2nd defendant
above named.

1. The property to which the
suit relates is an un-
-panched Prani and the
Court's jurisdiction is therefore
barred by section 4 of the
Pensions Act 1871. (Act
XX III of 1871).

2. The suit is improperly
valued under the Court Fees
act. As the Government
are in possession under the
lease in the plaint mentioned
the suit should be valued
for

for the purposes of that Act
upon the whole value of the
property in dispute and Court
Fees paid upon that amount.

3. The 1st defendant had a
right to grant the lease
in the plaint mentioned
and the plaintiffs have no
right to dispute it at any
rate during his life-time.

4. The lease in question
was a very advantageous
one for the family. At the
time it was granted the
lands included in it were
subject to a lease to one
Subramonia Chetty of the
forests thereon at a rental
of Rs 50 per annum for
20 years of which 17 had
yet to run. The total annual
income from Cultivation and
other sources besides this
rental did not exceed Rs.

100

is this to?
M.A.

Rs 700 per annum. The
Government procured a
surrender of this lease at a
cost of Rs 12,500. By the
lease in question in this suit
it is stipulated that Govern-
ment should pay from the
date thereof a yearly rent
of Rs 2000 and should
moreover allow the lessee
to retain 90 acres of land
rent free for Cultivation.

5. For the above reasons
the 2nd defendant prays
that this suit may be
dismissed with costs.

In the District Court of Salem
O.S. No. 7 of 1876

Annamalay Gounden Plaintiff

C. J. Longley Esq
Collector of Salem - Defendant

Written Statement of the Defendant

1. The suit is improperly valued under the Court Fees Act. as the Government are in possession under the lease in the plaint mentioned the suit should be valued for the purposes of that Act upon the whole value of the property in dispute & Court Fees paid upon that amount.
2. The lease in question was executed by the plaintiff of his own free will and accord and after full

11/21/76

Salem District Court
Ord. 6 of 1876

Annamalay Gounden
& 4 others

Collector of Salem
& another

By

Written Statement
of Plaintiff

No. 31-3-77 in 1282

Government Pleader

Consultation with his relatives
and advisers, and he was
not subjected to any pressure
or restraint whatever by
the defendant or any other
person to induce him

Had he
any other
advisers besides the
Government bailiff
who was also acting
for the Collector? If
not latter omit the
words underlined.

JMA

Government Bailiff

to execute the same. At
the time when the said lease
was executed plaintiff
had been arrested at Madras
on a Magisterial warrant
issued by the District Magis-
trate in a Criminal matter
altogether unconnected
with the said lease and
brought to Salem and
he was detained on the
said warrant for one
night in the Taluk Court-
Cherry, but at the time

when he executed the
said lease he was at
liberty and he executed

was this so?

JMA

the same voluntarily after
having had it fully read
and explained to him and
well knowing its contents
and he himself took it
to the Registrar's office for
Registration.

3. Defendant does not
know what is meant in
the plaint by the allegation
that the said lease was
for "illegal consideration".
The consideration for the
said lease was the rent
reserved therein which was
a very good one as is set
herein after mentioned.

4. At the time the said
lease was granted the lands
included in it were subject
to a lease to one Subramonia
Chetty of the forests thereon
at a rental of Rs 50 per annum
for

1282:
6

for 20 years of which 7 years
has yet to run. The total
annual income from Cultiva-
-tion and other sources ex-
-cludes the rental did not
succeed Rs 700. The Govern-
-ment procured a surrender
of this lease at a cost of Rs
12,500. By the lease in question
in this suit it was stipulated
that Government should pay
from the date this of a year
rent of Rs 2000 and should
moreover allow the lessee
to retain 90 acres of land
rent free for cultivation. The
lease was therefore a most
advantageous one for the
plaintiff and his family.
5. For the above reasons the
defendant pray that the
suit may be dismissed with
costs.

As per L. C.
J. J. P.

No 48. Madras
23 March 1877

Mr. J. W. Handley Esq
Government Pleader
Madras

To Mr. Wm. D. F. Carmichael
Off^r Chief Secretary to
Government

Sir,
I have the honor to acknowledge
receipt of the Proceeding of
Government in the ^{General} Judicial
Department noted in the margin
referring for my opinion papers
connected with two suits pending
in the Salem District Court for
Cancellation of a lease of the Chinnai
Sulboym Hills granted to Govern-
ment in 1875 by the Pundar
or Pattagar of those Hills. I
telegraphed to the Collector to apply
for an adjournment of the 1st
hearing of the Cases, which had

Recd
me

10th March 1877
No 1015

Salem District
Court
Ord. No 194 1876

Shri Ramalingam
Esq
Advocate

Collector of Salem
District
Written Statement

2
8/12/77
No 21-0-77 No 12-50

Government Pleader

been fixed for the 14th Inst, and
have since heard from him that
an adjournment has been granted
to the 23rd of July.

2. I have carefully perused the
papers especially with reference to
the question of the aspect in
which the case of Coercion and
duress set up by the plaintiff in
one of the suits may present itself
to the Courts. There are undoubtedly
many circumstances which would
induce the Courts to look with
suspicion upon the transaction.

The facts, that the Puttagar
~~had just been brought from prison~~
~~to obtain arrears current, if not~~
actually in custody, at the time of
the execution of the document and
~~just then brought from Muthas & Saha under arrest;~~
that he had not long before written
a letter distinctly refusing to grant
the lease to Government and shortly
afterwards petitions the Board of
Revenue

Therefore to be retained from it on the
ground that he was not a free
agent when he signed it; all these
are strongly indicative of a certain
amount of pressure having been
put upon him. But with all this
the account of the actual execution
and registration of the document given
by the Collector and the Government
Vakil seems to show that the
Puttagar perfectly well knew what
he was doing and did it of his own
free will and after consultation with
his relatives and others. His not only
executing the document but also
himself taking it to be registered
also favours this view. If this be so
the utmost that the case for the
plaintiff would come to would be
that the Collector made use of
irregular and possibly illegal
means to get the Puttagar before
him and this would not invalidate
the

the deed. The decision of the case
will depend entirely upon how far
the Collector's account of the
transaction is supported by the evidence
and accepted by the Court and
therefore I cannot at present
pronounce a more definite
opinion as to the probable result.
The Collector should be prepared
to explain the nature of the
criminal charge upon which the
arrest was made, the cause of the
long delay in executing the warrant
and what was eventually done
as to the charge, and whether it
was disposed of before the tran-
-saction as to the lease or afterwards.
The evidence on all these points
will have a material bearing
on the case, for, if the charge was
a serious one and was kept
hanging over the man until
he

1257/3
he executed the lease, this would
of course make strongly against
the voluntariness of the transaction.

3. I have settled subject to ~~quarrel~~
in the margin the drafts of Written
Statements such as I should advise
being filed on behalf of Govern-
-ment in the two cases. To the
suit by the Pottagar the Pensions
Act is no defence and I have
therefore omitted that plea in
the Written Statement in that
case. I am not sure that it is a
defence to the other suit as this
is not a case of rival claimants
to the Inam but of members of
the family admittedly entitled
to the Inam seeking to set aside
an alienation by one member
on the ground that it is not
warranted by Hindu Law.
However there is no objection
to pleading the act in this
Case

Case. The general allegation as
to the ship having been instigated
by the Chartres had better I think
be omitted. It may be proved
in evidence but has no proper
place in the pleadings.

4. I return all the papers.

I have the honour
to

Yours most obedient servant

J. M. Hanley

Government Pleader

1282
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70 The Chicago Tribune
May 13, 1911
J. S. McKim

[illegible]

1. I wish to determine the path
formally and to be definite

70 3/4

10/10/10

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1960

7/18/2004
10:15 AM
LL

1874

Dear

170

— 2nd —

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17. 10

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