

(1) Number of Pages.....10
(2) Date of repair 9.1.1969
(3) Initials of the Referencer S.H.

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	283	Press
B.P. No.		Mis.

Dated 25.2.1876 196 .

Not to be folded or roughly handled

No. 311. Read the following letter from E. BARCLAY, Esq., Acting Government Solicitor, Madras, to the Hon. D. F. CARMICHAEL, Secretary to Government, Revenue Department, Fort St. George, dated 19th February 1876, No. 110:—

I HAVE the honor to acknowledge receipt of the order of Government, dated 7th February 1876, No. 161, Revenue Department, together with its enclosure, requesting the opinion of the Advocate-General and Government Pleader relative to the retention of a recital in the Deed of Mortgage of the Ramnad Zemindari.

2. The Deed of Mortgage together with the above order were submitted to the Advocate-General and Government Pleader, and I now forward herewith a copy of their opinion, and return the original Mortgage Deed which accompanied the above order of Government.

3. I have marked on the Advocate-General's Brief a fee of 40 Pagodas or Rs. 140 for his opinion in conference with the Government Pleader, which is usually payable in cases like the present; and I have to request the sanction of Government for disbursement by me of that sum to the Advocate-General.

OPINION.

WE adhere to our opinion that the receipt of the several creditors for the amounts to be paid off under the Mortgage Deed is an important part of the transaction, that the fact of such receipts having been given ought to be recited, and that their endorsement on the deed is the proper way of evidencing them.

2. The object being to clear the estate of all claims and to prevent their assertion at a future period, it appears to us that that object will be, to a large degree, defeated if in paying the creditors we omit to take from them a full acquittance of the Zemindar and the estate from all liability, and the refusal of the creditors to give such an acquittance, if unexplained, suggests the suspicion of some dishonest intention not to allow the present transaction to be a final settlement. We should be reluctant to say that the whole thing must fall through if the creditors persist in refusing to endorse, but we recommend that some pressure be put on them to give the proper receipt, and that the Collector be requested to point out to them the necessity of such an acquittance being given before their debts are paid. We cannot but think that if the creditors were made to understand this and to see that they cannot have their money till they sign, they might be induced to do so; but if they persist in refusing, the only thing will be to confine the receipt in each instance to a simple acknowledgment of the money having been paid (which by law a payee is bound to give) and to alter the recital in the deed accordingly.

MADRAS,
17th February 1876.

(Signed) H. S. CUNNINGHAM,
(") J. W. HANDLEY.

No. 312. ORDER THEREON, 25th February 1876, No. 283.

Miscellaneous.

COMMUNICATED to the Court of Wards with reference to their Proceedings, dated 2nd February 1876, No. 322. The Court

will adopt the course recommended by the Advocate-General and Government Pleader, and will arrange for the payment of the usual fee to the Advocate-General.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Court of Wards, with Deed.
" the Government Solicitor.
" the Accountant-General.
Ed. F. R. Bantleman.

Opinion.

We adhere to our opinion that the receipt of the several Creditors for the amounts to be paid off under the Mortgage Deed is an important part of the transaction, that the fact of such receipts having been given ought to be recited, and that their endorsement on the deed is the proper way of evidencing them.

The object being to clear the estate of all claims and to prevent their assertion at a future period, it appears to us that that object will be to a large degree defeated if in paying the Creditors we omit to take from them a full acquittance of the Zemindar and the estate from all liability and the refusal of the Creditors to give such an acquittance, if unexplained, suggests the suspicion of some dishonest intention not to allow the present transaction to be a final settlement. We should be reluctant to say that the whole thing must fall through if the Creditors persist in refusing to endorse, but we recommend that some pressure be put on them to give the proper receipt and that the Collector be requested to point out to them the necessity of such an acquittance being given before their debts are paid. We cannot but think that if the Creditors were made to understand this and to see that they cannot have their money till they sign, they might be induced to do so; but if they persist in refusing, the only thing will be to confine the receipt in each instance to a simple acknowledgment of the money having been paid (which by law a payer is bound

Cost of 1876
REVENUE.
To
THE COURT OF WARDS,
do, do, do.
Dated February, 25th.
Recd.
G.O. 25th February 1876, No. 283.
FEB 25 1876
Nos. 311-312.
Mortgage Deed of the Ramnad Zemindar.
Communicating to the Court of Wards opinion of
the Advocate-General and Government Pleader
relative to the retention of a receipt in the — and
directing the adoption of the course recommended
by them; and also to arrange for the payment of
the Advocate-General's fee.

N^o 110.

283
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Madras, 19th February 1876.

From

E. Barclay
Actg. Government Solicitor
Madras.

To

The Honorable D. F. Carmichael
Secretary to Government,
Revenue Department,
Fort St. George.

Sir,

1. I have the honor to acknowledge receipt of the Order of Government dated 7th February 1876, N^o 161, Revenue Department, together with its enclosure, requesting the opinion of the Advocate General and Government Pleader relative to the retention of a recital in the Deed of Mortgage of the Ramnad Zemindari.
2. The Deed of Mortgage together with the above Order were submitted to the Advocate General and Government Pleader and I now forward herewith a copy of their Opinion and return the Original Mortgage Deed which accompanied the above Order of Government.
3. I have marked on the Advocate General's Brief a fee of 40 Pagodas or Rupees 140 for his opinion in conference with the Government Pleader, which is usually payable in cases like the present, and I have to request the sanction of Government for disbursement by me of that sum to the Advocate General.

I have the honor to be,

Sir,

Your most Obedient Servant,
E. Barclay

Actg. Government Solicitor.

25/2/1965/2283

25th February 76

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Rev 757/76

Enclosure in letter from
the Office of Government Pleader
to the Advocate General
and Government Pleader
dated 7th February 1876, N^o 161.

Original

Communicated to the Court of
wards with reference to their proceeding
d/23 Feb 1876 No 322. The Court will adopt the
course recommended by the Advocate General &
Gov. Header & will arrange for the payment of
the usual fee to the Advocate General.

To the Court of Wards with the Clerk
4. Clerk's Letter
6. Audit Genl.

Aug-2

25 February 1876

Ad. M. 2. 76

Approved a copy of the
first opinion of the Court
General and Government
Header relating to the reduction
of the value of the property
of the Government and returned
the same to the Clerk of the
Court with reference to the
same above referred to.

with note

25 Feb 1876 No 283

107 Feb 1876 No 57

Received 1876. 20 Feb

To the Clerk of the Court

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Dated 19 Feb 1876

Recd 21 Feb 1876

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Wm. De la Force, Advocate

Wm. De la Force, Advocate