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**MADRAS RECORD OFFICE****GOVERNMENT OF MADRAS***Revenue* DEPARTMENTG.O. No.  
B/P. No.

940.

Press  
Mis.Dated 13.7.1876 ~~1876~~.*Not to be folded or roughly handled*

Read the following papers:—

No. 121. Proceedings of the Court of Wards, dated 2nd June 1876, No. 1,466.  
From H. W. BLISS, Esq., Acting Collector of Madura, to C. A. GALTON,  
Esq., Acting Secretary to the Board of Revenue, dated Shembaganur,  
23rd May 1876, No. 199.

With reference to the Board's Proceedings, No. 661, dated 8th March 1876, I have the honor to report that, though I have used my best endeavours to induce the creditors to sign the required endorsement on the Ramnad Mortgage Deed, I have been unable to persuade them to do so. One reason of their refusal is that they share my own inability to understand why their endorsements are required, and suspect as possibly dangerous to themselves that which they cannot comprehend. Another difficulty arises from the fact that even now the whole of the claims of all of them on the estate are not satisfied. Ramasami Chetti is the defendant in the suit we have instituted for the recovery of Selugai village—*vide*

3rd July 1873, No. 1,181.  
28th „ „ „ 1,420.  
1st Sept. „ „ „ 1,720.  
12th Mar. 1874, „ „ 561.

the Proceedings of the Court of Wards marginally noted. The heirs of Arunachellam Chetty are the plaintiffs in a suit for the recovery of the mesne profits of certain cowle villages—*vide* the Court's Proceedings, No. 102, dated 14th

January 1876. Chittambaram Chetti is the defendant in a suit we have instituted to set aside the alienation of Hanumanthagudi and two other villages, and has instituted a cross suit to compel the separate registry thereof under

28th Aug. 1874, No. 2,436.  
6th Oct. „ „ „ 2,908.  
4th Jan. 1875, „ „ 14.  
27th „ „ „ 180.  
11th „ „ 1876, „ „ 419.

Regulation XXV of 1802—*vide* the Court's Proceedings marginally noted. Under these circumstances, I am not surprised that they refuse to sign any endorsement on the deed, “by way of

testifying that all their claims against the late Zemindar or his heirs or the said Zemindari have been satisfied.”

2. With reference to the opinion of the law officers, I beg to point out that they hardly appear to be fully acquainted with the facts of the case. We know of every claim which is supported by a registered document, and we have either satisfied or defeated every such claim, or they are now under litigation or relate to different cowle villages held or claimed by persons other than the creditors with whom an entire or partial settlement has been made and whose endorsements are now said to be required. All claims which can in future be preferred must therefore fall under one of the three following classes:—

1st.—Claims to money or movable property not secured by a registered document, the period of limitation for which is three years, and which are now therefore barred.

2nd.—Claims to immovable property exceeding Rupees 100 which are not secured by a registered document, and are therefore *ipso facto* not enforceable in a Court of Law.

3rd.—Claims to immovable property to a less amount than Rupees 100 which we must run the risk of, but which are most unlikely to have been kept

*Proceedings of the Madras Government, Revenue Department,  
13th July 1876.*

back for so long, and which the Courts would almost to a certainty reject on that ground alone.

3. I cannot, therefore, understand that the consent or refusal of the creditors to sign the endorsement will in any way affect the object of clearing the estate of all liability; nor do I think that, under the circumstances, it suggests the suspicion of any dishonest intention on their part.

4. We now either hold receipts from the creditors for money we have paid them direct, or we have the receipts of the District Court for money we have paid on decrees, and which there can be no difficulty in proving both from the Court and Collectorate records has been paid to the creditors.

5. Under these circumstances, I have adopted the course recommended by the law officers, and have erased the recital in the deed of the creditors having signed the endorsement. I must apologize to the Board for having taken this step without their instructions, but the fact is I was waiting to see whether I could not after all get the creditors to come round, and it was only just before the end of April that it occurred to me that the deed must be registered before the 5th instant. I therefore thought it best to make this arrangement, which I hope will be approved of.

6. Mr. Turner and I have signed a note to the deed explaining the erasure, and I have entered below it in pencil an acknowledgement which, I think, should be signed by the Secretary to Government on behalf of the Secretary of State. The Secretary to Government should also sign the deed itself and it should then be returned to me for re-registration.

7. This is the best solution I can suggest of the present difficulty, but even so the deed still fails to represent quite accurately the facts of the case. The truth is that all the creditors mentioned in the schedule have not "in consideration of such payment assigned to the Secretary of State their respective debts and all their interest therein and all securities held by them in respect of the said debts." Only those whom we have paid direct have done so, not those who have been paid through the District Court. Seeing the turn things have taken, I much regret that I did not bring forward this objection before. I was always aware of the imperfection of the deed in this respect, but was anxious to avoid further delay and hoped the defect in the deed would be remedied by the creditors' endorsements. I do not think it in the smallest degree affects the security of Government or the interests of the minor. If the Board think it will, there will be no difficulty in executing the deed afresh. It is not complete until executed by the Secretary to Government, and until then fresh stamped paper may be issued to the estate on application without charge.

8. The registered deed is enclosed for submission to Government with reference to the Court's Proceedings, No. 994, dated 11th April 1876. I have endorsed on the deed the further advance of Rupees 72,830.

ENCLOSURE No. 1.—Mortgage Deed.

SUBMITTED to Government in continuation of the Court's Proceedings, dated 8th March 1876, No. 661.

*Proceedings of the Madras Government, Revenue Department,  
13th July 1876.*

2. The further opinion of the law officers would seem to be required with reference particularly to paragraph 7 of the Collector's letter.

(A true Copy and Extract.)

(Signed) E. GIBSON,  
Acting Sub-Secretary.

REFERRED to the Government Pleader for opinion on paragraph 7 of the Collector's letter. If the deed is complete as it is, it will be signed by the Secretary to Government.

OOTACAMUND, (Signed) D. F. CARMICHAEL,  
7th June 1876. Secretary to Government.

No. 122. From J. W. HANDLEY, Esq., Government Pleader, to the Hon. D. F. CARMICHAEL, Secretary to Government, Revenue Department, dated Madras, 7th July 1876, No. 84.

I HAVE the honor to acknowledge the receipt of the Proceedings of Government of the 7th ultimo, referring Proceedings of the Court of Wards on a letter from the Collector of Madura relating to the Ramnad Mortgage Deed for my opinion on the subject of paragraph 7 of the Collector's letter.

2. I do not think the error in the recital referred to by the Collector is of sufficient importance to render an alteration and re-execution of the deed by Messrs. ~~the law officers necessary~~. The recital might be omitted altogether or easily altered to suit the real facts, but this would involve further delay, and, in my opinion, the error is of no consequence. Of course in the case of those creditors who have been paid through the Court no assignment of their debts or securities is necessary, the decree of the Court being a complete protection. I think the deed may safely be executed in its present form.

3. I return the original Proceedings of Government and the Mortgage Deed.

No. 123. ORDER THEREON, 13th July 1876, No. 940.

Miscellaneous.

ORDERED that the deed, be duly executed by the Secretary to Government and returned to the Court of Wards.

(True Extract.)

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

To the Court of Wards, with Deed.  
„ the Government Pleader.

Exd. W. J. Lewis.

Proceedings of the Board of Revenue,

Dated 2 June 1876.  
No. 1466.

Read the following

No. 199.

From H. W. Bliss Esq  
Acting Collector of  
Madras.  
To C. A. Galton Esq  
Acting Secretary to the  
Board of Revenue Madras.

Sir,

With reference to the  
Board's Proceedings No. 661 dated  
8<sup>th</sup> March 1876, I have the honor  
to report that though I have used  
my best endeavours to induce  
the creditors to sign the required  
endorsement on the Rannad  
Mortgage Deed, I have been  
unable to persuade them to do so

one

Govt. of Madras.  
REVENUE.  
THE COMPTROLLER AND CHIEF CLERK.  
No. 121-123.  
5th June 1876.  
The following is a list of the names of the creditors who have signed the required endorsement on the Rannad Mortgage Deed, and the amount of their claims.

One reason of their refusal is that they show very own inability to understand why their endorsements are required and suspect as possibly dangerous to themselves that which they cannot comprehend. A further difficulty arises from the fact that even now the whole of the claims of all of them on the estate are not satisfied. Ramasami Chetti is the Defendant in the Suit we have instituted for the recovery of Salugai village, Vide the Proceedings of the Court of Wards on 3<sup>rd</sup> July 1843 & 28<sup>th</sup> do do & 1<sup>st</sup> September 1843 & 12<sup>th</sup> March 1844 & marginally noted. The heirs of Atroona-Chelam Chetti are the Plaintiffs in a Suit for the recovery of the mesne profits of certain Cowle villages, vide, the Court's Proceedings N<sup>o</sup> 102

at Court to  
Court

N<sup>o</sup> 102 dated 14<sup>th</sup> January 1846. Chittambaram Chetti is the Defendant in a Suit we have instituted to set aside the alienation of Panunanthogudi and 2 other villages; and has instituted a cross suit to compel the separate registry thereof under Regulation XX of 1802, vide the

28<sup>th</sup> August 1844 & N<sup>o</sup> 2436. Court's Proceedings  
6<sup>th</sup> October 1844 & N<sup>o</sup> 2908. marginally noted.  
4<sup>th</sup> January 1845 & N<sup>o</sup> 14. Under the circum-  
27<sup>th</sup> do do & N<sup>o</sup> 180. stances, I am not  
11<sup>th</sup> February 1846 & N<sup>o</sup> 419. surprised that they

at Court to  
Court

refuse to sign any endorsement on the deed, "by way of testifying" that all their claims against the "late Zamindar or his heirs or the said Zamindar have been satisfied."  
2. With reference to the opinion of the Law Officers, they point out that they hardly appear

to be fully acquainted with  
the facts of the case. We know  
of every claim which is supported  
by a registered document and  
we have either satisfied or de-  
fected every such claim, or  
they are now under litigation  
or relate to different Cowh villa-  
ges held or claimed by persons  
other than the creditors with whom  
an entire or partial settlement  
has been made and whose  
endorsements are now said  
to be required. All claims  
which can in future be pre-  
ferred must therefore fall  
under one of the three follow-  
ing classes.

1<sup>st</sup> Claims to money or move-  
able property not secured by

by a registered document, <sup>W/L</sup>  
the period of limitation for which  
is 3 years and which are now  
therefore barred.

2<sup>nd</sup> Claims to immovable  
property exceeding Rupees 100  
which are not secured by a  
registered document and are  
therefore ipso facto not enfor-  
ceable in a Court of Law

3<sup>rd</sup> Claims to immovable  
property to a less amount  
than Rupees 100, which we  
must run the risk of, but which  
are most unlikely to have  
been kept back for so long  
and which the Courts would,  
almost as a certainty, reject  
on that ground alone.

3. I cannot therefore understand that the consent or refusal of the creditors to sign the endorsement will in any way affect the object of clearing the estate of all liability; nor do I think that under the circumstances it suggests the suspicion of any dishonest intention on their part.

4. We now either hold receipts from the creditors for money we have paid them direct or we have the receipts of the District

900/6  
Court for money we have paid on decrees and which there can be no difficulty in proving both from the Court and Collector's records has been paid to the creditors.

5. Under these circumstances I have adopted the course recommended by the Law officers and have erased the recital in the deed of the creditors having signed the endorsement. I must apologize to the Board for having

taken this step without  
their instructions, but the  
fact is I was waiting  
to see whether I could not  
after all get the creditors  
to come round, and it was  
only just before the end  
of April that it occurred  
to me that the deed must  
be registered before the 5<sup>th</sup>  
Instant. I therefore thought  
it best to make this arrangement  
which I hope will be approved of.

6. Mr. Turner and I have signed  
a note to the deed explaining the  
error, and I have subscribed below  
it in pencil an acknowledgment which  
I think should be signed by the  
Se.

17/4  
Secretary to Government on be-  
half of the Secretary of State. The  
Secretary to Government should  
also sign the deed itself and it  
should then be returned to me  
for re-registration.

7. This is the best solution I  
can suggest of the present diffi-  
culty, but, even so, the deed still  
fails to represent quite accurately  
the facts of the case. The truth  
is that all the creditors mentioned  
in the Schedule have not "in con-  
sideration of such payment as  
signed to the Secretary of State  
their respective debts and all  
their interest therein and all  
securities held by them in respect  
of

of the said debts. Only those whom  
we have paid direct have done  
so; not those who have been paid  
through the District Court. Seeing  
the turn things have taken, I  
much regret that I did not bring  
forward this objection before.  
I was always aware of the imper-  
fection of the deed in this respect,  
but was anxious to avoid further  
delay and hoped the defect in  
the deed would be remedied  
by the creditors' endorsement.  
I do not think it in the smallest  
degree affects the security of  
Government or the interests  
of the minor. If the Board think  
it will, there will be no difficulty  
in

20/6  
in executing the deed afresh.  
It is not complete until executed  
by the Secretary to Government,  
and until then fresh stamped  
paper may be issued to the Estate  
on application without charge.  
8. The registered deed is en-  
closed for submission to Govern-  
ment with reference to the Court's  
Proceedings No. 994 dated 11<sup>th</sup> April  
1876. I have endorsed on the  
deed the further advance of  
Rupees 72,830.

Collector's Office } I have & am  
Madura } (Signed) J. B. W. Bliss  
23<sup>rd</sup> May 1876 } Acting Collector

Submitted to Government  
in continuation of the Court's  
Proceedings

Proceedings dated 8<sup>th</sup> March 1876  
No. 661.

The further opinion of the  
Law Officers would seem to be  
required with reference parti-  
-cularly to para 7 of the Collector's  
letter.

(True copy & Extract)

Law Officers.

Acting Sub Secretary

To,  
The Secretary to Government  
Revenue Department  
with mortgage deed to be returned

6/11/76  
C.B.N.

7<sup>th</sup> July 1876

From J. W. Wandle Esq  
Government Reader  
Madras

To The Honble D. J. Carmichael  
Secretary to Government  
Revenue Department

Si.  
I have the honor to acknowledge  
the receipt of the Proceedings  
of Government of the 7<sup>th</sup> Ultimo  
referring Proceedings of the Court  
of Wards on a letter from the  
Collector of Madura relating  
to the Ramnad Mortgage deed  
for my opinion on the subject  
of para 7 of the Collector's letter

2. I do not think the

1888

Referred to the Govt. Pleader for  
opinion on para 7 of the Collector's  
Letter. If the Dmd is complete as it  
is, it will be signed by the Secretary  
to Government.

*Manning*

10/14 Feb/76 w<sup>2</sup>/63 - 674  
 — 14 Mar/76 - 622 mo  
 — 1 May/76 - 1012 mo

To the Pool Bleeding 6:30 a.m. }  
and to the 7:00 a.m. } 7:00 a.m. / 76 }

Proc. of the  
County of York  
Assessors of the  
County of York

Stated at June 27  
Sept 2 - " "  
Dec 5 - "

and Bendigo - 1862 - 1863

Removal of Mrs. Sharp dead -

submitting to your letter  
from Collyer's address on  
subject of and stating  
that further opinion  
of our Officer must await  
to be required with reference  
to para 7 of Collyer's letter.  
S. D. D. 940 m. July, 1876

Error in the recital referred  
to by the Collector is of suffi-  
cient importance to render  
an alteration & re-execution  
of the deed by Messrs Bliss  
& Turner necessary. The recital  
might be omitted altogether  
or easily altered to suit the  
real facts but this would  
involve further delay and in  
my opinion the error is of  
no consequence. Of course  
in the case of those creditors  
who have been paid through  
the Court no assignment of  
their debts or securities is necessary  
the Court being  
a complete protection. I think  
the deed may safely be executed  
in its present form.

3. I return the original  
Proceeds

Proceedings of Government  
and the Mortgage deed.

I have the honor to be  
Sir  
Yours most Obedient Servant

J. M. Smith  
Government Pleader

No 740

Ordered that his duty be duly executed  
by the Secretary to Gov. & returned to his command  
forward -

Ind Copy

To the Honorable Secy of the War  
14 Bonds of Capt. Dr. July 11th July  
3 Paid Obligation

13 July 1876

10776

1876  
Aug 1876

From  
The Govt - Please  
to the 3rd Govt  
for Sept

Dated 7<sup>th</sup> July  
Recd 10<sup>th</sup>

Wm. H. Dr.

Receives Money  
debt returning with  
specimen of the same  
in receipt provided  
out by collector  
of the same

Aug 10 1876

10776