(1) Number of pages 30.

(2) Date of repair 20-7-1984

(3) Initials of the Referencer

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

REVENUE DEPARTMENT

G.O. No. / ~~B.P. No.~~	1522	Press. / Mis.
Dated	19-9-1878	~~197~~ .

Not to be folded or roughly handled

Archives I—5,806—24-2-78.

1522/1

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

19th September 1878, No. 1,522.

Read the following paper :—

No. 216. Proceedings of the Board of Revenue, dated 23rd August 1878, No. 2,372.

Read the following letter from L. C. PROBYN, Esq., Accountant-General, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Fort St. George, 6th August 1878, No. 5,130 :—

With reference to Proceedings of the Board of Revenue, No. 2,074, dated the 26th July 1878, I have the honor to observe that the loan of Rupees two lakhs sanctioned by the Government of India for repairs and improvements of the Ramnad estate will be treated in the subsidiary accounts maintained in this office as a distinct loan from that of the ten lakhs which will be alluded to below. In the accounts kept for the Zemindar it would be well to credit the advances taken up from time to time to a distinct head to which refunds should also be debited.

2. The accounts of this office do not in any way deal with the amount shown in the mortgage deed referred to in paragraph 3. By the orders of the Government of India, Financial Department, No. 3,216, of 23rd September 1873, a loan of ten lakhs of Rupees was sanctioned to free the Ramnad Zemindari from its legal liabilities. This sum only has been withdrawn from the treasury and stands debited in my accounts to "Capital Account of Loans to Native States or private persons, Ramnad Zemindari." The amount of arrears does not at all appear in the accounts of this office although it would appear in the statement of demand, collection, and balance rendered by the Collector of Madura to the Board of Revenue. If the Board still think the adjustment indicated in the Proceedings under reference necessary, I beg that application may be made to the Government of India in view to the necessary instruction for the increased loan being issued to this office.

3. In the treasury account of the Collector of Madura for January 1878 a sum of Rupees 63,000 was credited to "Interest" on loan to the Ramnad Zemindari, but of this sum after communication with the Collector Rupees 14,323-9-4 were in February reversed to "Interest on arrears of Land Revenue," on which account this last sum was collected.

4. It is quite correct that the resolution of the Government of India, No. 2,618, of 10th August 1871, provides for the interest on the arrears of revenue being at 5 per cent. pe[illegible], but as no loan has been made for the liquidation of the arrears the interest on such arrears cannot be taken towards an imaginary loan, but has been rightly credited to interest on arrears of Land Revenue.

Communicated to the Collector of Madura who will attend to the suggestion made in the last sentence of paragraph 1.

2. With reference to paragraph 2 the Court resolve to draw the attention of Government to paragraph 3 of their Proceedings* in view to the Government of India being moved to authorize the Accountant-General to show the transaction in

* Dated 26th July 1878, No. 2,074.

the Government accounts in the form contemplated by the deed under which the Zemindari is held on mortgage. A printed copy of the deed will be struck off from the manuscript copy in the Board's Office, but the Collector will send up the original for comparison with the first proof.

(A true Copy and Extract.)

(Signed) J. STURROCK,
Acting Sub-Secretary.

No. 217. ORDER THEREON, 19th September 1878, No. 1,522.

Land Revenue, No. 10.

THE Government of India will be accordingly addressed on the subject.

(True Extract.)

(Signed) L. A. CAMPBELL,
Under Secretary to Government.

To the Board of Revenue.
" the Accountant-General.

Exd. W. H. French.

1522/2

Govt. of [1878] Madras.

REVENUE.

To

THE BOARD OF REVENUE,

&c., &c., &c.

Dated September 19th.

Printed 24th.

Read.

Encl.

G.O., 19th September 1878, No. 1,522.

SEPTEMBER.

Nos. 216-217.

Loan to Ramnad Estate, Madura District.—Resolving to address the Government of India to authorize the Accountant-General to show the transaction of this Government Accounts of the Office in the form contemplated by the mortgage deed.

No. 2,372.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 23rd August 1878.

Read the following letter from L. C. PROBYN, Esq., Accountant-General, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Fort St. George, 6th August 1878, No. 5,130 :—

WITH reference to Proceedings of the Board of Revenue, No. 2,074, dated the 26th July 1878, I have the honor to observe that the loan of Rupees two lakhs sanctioned by the Government of India for repairs and improvements of the Ramnad estate will be treated in the subsidiary accounts maintained in this office as a distinct loan from that of the ten lakhs which will be alluded to below. In the accounts kept for the Zemindar it would be well to credit the advances taken up from time to time to a distinct head to which refunds should also be debited.

2. The accounts of this office do not in any way deal with the amount shown in the mortgage deed referred to in paragraph 3. By the orders of the Government of India, Financial Department, No. 3,216, of 23rd September 1873, a loan of ten lakhs of Rupees was sanctioned to free the Ramnad Zemindari from its legal liabilities. This sum only has been withdrawn from the treasury and stands debited in my accounts to "Capital Account of Loans to Native States or private persons, Ramnad Zemindari." The amount of arrears does not at all appear in the accounts of this office although it would appear in the statement of demand, collection, and balance rendered by the Collector of Madura to the Board of Revenue. If the Board still think the adjustment indicated in the Proceedings under reference necessary, I beg that application may be made to the Government of India in view to the necessary instruction for the increased loan being issued to this office.

3. In the treasury account of the Collector of Madura for January 1878 a sum of Rupees 63,000 was credited to "Interest" on loan to the Ramnad Zemindari, but of this sum after communication with the Collector Rupees 14,323-9-4 were in February reversed to "Interest on arrears of Land Revenue," on which account this last sum was collected.

4. It is quite correct that the resolution of the Government of India, No. 2,618, of 10th August 1871, provides for the interest on the arrears of revenue being at 5 per cent. per annum, but as no loan has been made for the liquidation of the arrears the interest on such arrears cannot be taken towards an imaginary loan, but has been rightly credited to interest on arrears of Land Revenue.

COMMUNICATED to the Collector of Madura who will attend to the suggestion made in the last sentence of paragraph 1.

2. With reference to paragraph 2 the Court resolve to draw the attention of Government to paragraph 3 of their Proceedings* in view to the Government of India being moved to authorize the Accountant-General to show the transaction in the Government accounts in the form contemplated by the deed under which the Zemindari is held on mortgage. A printed copy of the deed will be struck off from the manuscript copy in the Board's Office, but the Collector will send up the original for comparison with the first proof.

* Dated 26th July 1878, No. 2,074.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Collector of Madura.

" Secretary to Government, Revenue Department, with printed copy of deed.

Copy to the Accountant-General.

Exd. C. Howarth.

Govt. of [1878] Madras.

REVENUE.

To

THE BOARD OF REVENUE,

&c., &c., &c.

Dated September 19th.

Printed 24th.

Read.

Encl.

G.O., 19th September 1878, No. 1,522.

SEPTEMBER.

Nos. 216-217.

Loan to Ramnad Estate, Madura District.—Resolving to address the Government of India to authorize the Accountant-General to show the transaction of this — in Government Accounts of this Office in the form contemplated by the mortgage deed.

No. 2,372.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 23rd August 1878.

Read the following letter from L. C. PROBYN, Esq., Accountant-General, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Fort St. George, 6th August 1878, No. 5,130 :—

WITH reference to Proceedings of the Board of Revenue, No. 2,074, dated the 26th July 1878, I have the honor to observe that the loan of Rupees two lakhs sanctioned by the Government of India for repairs and improvements of the Ramnad estate will be treated in the subsidiary accounts maintained in this office as a distinct loan from that of the ten lakhs which will be alluded to below. In the accounts kept for the Zemindar it would be well to credit the advances taken up from time to time to a distinct head to which refunds should also be debited.

2. The accounts of this office do not in any way deal with the amount shown in the mortgage deed referred to in paragraph 3. By the orders of the Government of India, Financial Department, No. 3,216, of 23rd September 1873, a loan of ten lakhs of Rupees was sanctioned to free the Ramnad Zemindari from its legal liabilities. This sum only has been withdrawn from the treasury and stands debited in my accounts to "Capital Account of Loans to Native States or private persons, Ramnad Zemindari." The amount of arrears does not at all appear in the accounts of this office although it would appear in the statement of demand, collection, and balance rendered by the Collector of Madura to the Board of Revenue. If the Board still think the adjustment indicated in the Proceedings under reference necessary, I beg that application may be made to the Government of India in view to the necessary instruction for the increased loan being issued to this office.

3. In the treasury account of the Collector of Madura for January 1878 a sum of Rupees 63,000 was credited to "Interest" on loan to the Ramnad Zemindari, but of this sum after communication with the Collector Rupees 14,323-9-4 were in February reversed to "Interest on arrears of Land Revenue," on which account this last sum was collected.

4. It is quite correct that the resolution of the Government of India, No. 2,618, of 10th August 1871, provides for the interest on the arrears of revenue being at 5 per cent. per annum, but as no loan has been made for the liquidation of the arrears the interest on such arrears cannot be taken towards an imaginary loan, but has been rightly credited to interest on arrears of Land Revenue.

COMMUNICATED to the Collector of Madura who will attend to the suggestion made in the last sentence of paragraph 1.

2. With reference to paragraph 2 the Court resolve to draw the attention of Government to paragraph 3 of their Proceedings* in view to the Government of India being moved to authorize the Accountant-General to show the transaction in the Government accounts in the form contemplated by the deed under which the Zemindari is held on mortgage. A printed copy of the deed will be struck off from the manuscript copy in the Board's Office, but the Collector will send up the original for comparison with the first proof.

* Dated 26th July 1878, No. 2,074.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Collector of Madura.

" Secretary to Government, Revenue Department, with printed copy of deed.

Copy to the Accountant-General.

Exd. C. Howarth.

This Deed made the fifth day of January one thousand eight hundred and seventy-six BETWEEN HENRY WILLIAM BLISS, Esquire, Acting Collector of Madura and Agent for the Court of Wards of the first part, EDWARD TURNER, Esquire, Manager under the Court of Wards of the Ramnad Zemindari of the second part, and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the third part.

WHEREAS MUTHURAMALINGA SETHUPATHI, late Zemindar of Ramnad, died on the 21st day of February 1873, and was succeeded in the said Zemindari by his son BASKARASWAMI SETHUPATHI who is at present a minor and WHEREAS the said Edward Turner has been appointed by the Court of Wards to be Manager of the said Zemindari and WHEREAS the said late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land revenue and to certain creditors and other persons and it is now necessary in the interests of the Zemindar that the said arrears of land revenue and other debts should be as far as possible reduced And WHEREAS at the date of the death of the said late Zemindar the said arrears of land revenue amounted to Rupees 5,20,291-12-1 but have since that date been reduced to and now stand at the sum of Rupees 2,72,830-1-8 and WHEREAS at the request of the Court of Wards with the sanction of the Governor-General in Council has consented to advance funds for the payment of the said arrears and of such other of the said debts as are found to be a proper charge upon the said Zemindari and WHEREAS a minute enquiry has been had as to the nature of the said debts for the purpose of ascertaining which of them are properly so chargeable and WHEREAS among the said debts were the debts particularized in the Schedule hereunder written and WHEREAS the present amount of the said debts inclusive of interest is Rupees 9,27,169-14-4 and WHEREAS after such enquiry as aforesaid it has been ascertained that the said last-mentioned debts are properly chargeable upon the said Zemindari and the Secretary of State has agreed accordingly to advance funds for the defrayal of the said sum of Rupees 9,27,169-14-4 as well as of the said sum of Rupees 2,72,830-1-8 so due in respect of arrears of revenue as aforesaid upon having repayment of the sums so advanced and interest thereon secured to him in the manner hereinafter mentioned and WHEREAS the Court of Wards by its Proceedings bearing dates and numbers as per margin has authorized the payment of the said debts and has empowered the said Henry William Bliss and Edward Turner to mortgage the said Zemindari to the Secretary of State by way of security for the due repayment of the said sums of Rupees 9,27,169-14-4 and WHEREAS previous to the execution of this Deed the said arrears of revenue have been discharged and payment has been made by the predecessor in office of the said Henry William Bliss to the creditors to whom the said debts were severally due as shown in the said schedule hereto annexed and the said creditors in consideration of such payment have 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 and have endorsed on this Deed a receipt for the sums respectively received by them by way of testifying that all their claims against the late Zemindar or his heirs or the said Zemindari have been satisfied. Now this Deed. Witnesseth that in consideration of the said sums of Rupees 9,27,169-14-4 and

16th June 1874, No. 1,474.
18th " " 1,498.
28th April " " 997
15th June " " 1,461.
30th " " 1,636.
3rd July " " 1,681
17th Dec. " Mis. No. 8,903.
29th July 1875, " " 6,857.

Revenue Department

No. 3937.

1878.

Board of Revenue,

MADRAS.

To

THE COLLECTOR OF MADURA,

&c., &c., &c.

Dated August 23rd.

Printed 30th.
Read. 7 Sept.

PROCEEDINGS, 23RD AUGUST 1878, No. 2,372.

AUGUST.

No. 2,372.

Loan—sanctioned to Ramnad Estate in Madura District for repairs and improvements. —Communicating to Collector letter from Accountant-General explaining how the — will be treated in his office accounts, and drawing the attention of Government to paragraph 3 of Board's Proceedings, dated 26th July 1878, No. 2,074, in view to Government of India being moved to authorize him to show the transaction in Government accounts in the form contemplated by the mortgage deed.

2,72,830-1-8 so advanced as aforesaid receipt of which the said Henry William Bliss and Edward Turner hereby acknowledge the said Henry William Bliss as Agent for the Court of Wards doth hereby on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that he the said Henry William Bliss or the said Baskaraswami Sethupathi his heirs or assigns will repay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 together with all further sums which may be advanced on the security of these presents at the times and in the manner hereinafter prescribed with interest on the same at the rate of Rupees 5 per centum per annum such interest to be payable yearly on the 5th day of January of each year the first of such annual payments to be made on the 5th day of January 1877 and this Deed further witnesseth that for the considerations aforesaid the said Henry William Bliss and Edward Turner with the consent of the Court of Wards and on behalf of the said Baskaraswami Sethupathi do hereby grant assign and convey unto the said Secretary of State his successors and assigns all that the Zemindari of Ramnad situate in the Districts of Madura and Tanjore in the Sub-Registration Districts of Ramnad, Tiruchúli, Muducollattur, Tiruvadanai and Paumben in Madura and Aurunthangi in Tanjore settled by a Sanad bearing date the 3rd day of April 1803 paying a peishcush of Rs. 3,38,686-2-7 together with all villages palaces houses and buildings forests woods pastures rivers canals tanks lakes and fisheries ways and water-courses and all rights privileges profits and appurtenances of whatsoever description to the said Zemindari or to any part of it appertaining or with the same now or heretofore occupied or enjoyed and all deeds and documents relating thereto To hold the same unto and to the use of the said Secretary of State his successors and assigns subject to the payment of the said peishcush and all other charges lawfully made by Government upon the said Zemindari and to the proviso for redemption hereinafter contained PROVIDED always and it is hereby agreed and declared that if the said Henry William Bliss or his successor in office or the said Baskaraswami Sethupathi his heirs or assigns shall pay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 with interest thereon at the rate hereinbefore agreed upon together with all further sums which may be advanced by the said Secretary of State on the security of this Deed and interest for the same at the same rate then the said Secretary of State his successors or assigns shall upon the request and at the cost of the person or persons so paying the said principal and interest reconvey the said Zemindari to the said Baskaraswami Sethupathi his heirs or assigns PROVIDED ALSO in the meanwhile that after payment of the Peishcush and all other charges lawfully payable to Government in respect of the said Zemindari, all the income profits and proceeds of the said Zemindari shall be devoted in the first place to paying such allowance for the maintenance and education of the said Baskaraswami Sethupathi and the other members of his family as the Court of Wards from time to time shall direct and secondly in payment of any establishment or officials directed by the Court of Wards to be maintained or employed for the administration or supervision of the affairs of the said Zemindari and thirdly in defraying the sum payable to one Ramasawmy Chetty at present engaged in litigation with the estate should he succeed in establishing his claim, and fourthly in defraying any charge which the Court of Wards may be advised is justly payable out of the estate, and fifthly in payment of interest due upon the moneys advanced under this Deed or such portion thereof as shall not have been paid off and sixthly in repayment to the Secretary of State for India in Council of the principal sums now advanced or which may hereafter be advanced under this Deed PROVIDED that the Court of Wards may at any time notwithstanding anything hereinbefore contained order any portion of the sum which under the sixth head of the last proviso would have been paid to the said Secretary of State to be expended in carrying out such improvements of the said Zemindari as shall in the opinion of the said Court of Wards be necessary or expedient for increasing or maintaining the income and profits of the said Zemindari PROVIDED that nothing contained in this Deed shall in any manner interfere with any right possessed by the Government against the said

Zemindari in respect of arrears of revenue PROVIDED ALSO that so long as the said Baskaraswami Sethupathi continues under the protection of the Court of Wards the said Court and the officials subordinate thereto shall remain in possession of the said Zemindari but so soon as the said Baskaraswami Sethupathi shall attain his majority the Collector or other officer appointed by Government in that behalf shall enter upon and take possession of the said Zemindari on behalf of the said Secretary of State and shall apply the income and profits of the same to the liquidation of all sums due under this Deed in the manner hereinbefore prescribed PROVIDED ALSO that if at any time hereafter the Secretary of State shall consent to advance any further sums for the purpose of paying off debts chargeable upon the said Zemindari every such advance shall be deemed to have been advanced subject to the conditions and provisions contained in this Deed and shall be a charge upon the said Zemindari under this Deed in like manner as though it had been advanced previous to the execution thereof and the endorsement of any such advance together with the signature of the Manager of the said Zemindari and of the Collector of the District of Madura for the time being shall be sufficient evidence of such advance having been made upon the security of this Deed and the said Henry William Bliss and Edward Turner do hereby for themselves and their successors in office and on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that they and each of them and the said Baskaraswami his heirs or assigns will at all times hereafter execute and do every such lawful assurance and thing for the further or more perfectly assuring the said Zemindari and premises to the said Secretary of State his successors and assigns as he or they shall reasonably require. In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Particulars required for registering this Deed.

The Ramnad Zemindari is bounded on the north by the Tanjore District and Shevagunga Zemindari, on the east and south by the sea and on the west by the Shevagunga Zemindari, the Government Taluks of Madura and Tirumungalum in the Madura District and by the Tinnevelly District. The island of Paumben which appertains to the Zemindari is bounded by the sea on all sides. The extent of the Zemindari is about 2,351 square miles. The name of the last holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Mutturamalinga Sethupathi and that of the present holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Baskaraswami Sethupathi a minor.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Nature and Date of Payment.	Amount paid. Rs.	A.	P.
1. Amount paid by Government on the 16th June 1874 to Ana, Lana, Ramasawmy Chetty of Devicottah undivided first cousin of Pothaperumal Chetty ...	3,82,750	5	5
2. Amount paid by Government on the 7th July 1874 to Vena, Muna, Muthucoorappa Chetty of Royapuram ..	2,87,001	13	8
Amount paid by Government to Vena, Muna, Muthucoorappa Chetty on the 11th July 1874	3,095	7	10
3. Amount paid by Government on the 10th July 1874 to Tumappen Chetty of Devicottah	22,220	0	0
4. Amount paid into the Court on the 12th August 1874 in satisfaction of such portion of the amount of the Decree passed in Original Suit No. 18 of 1873 on the file of the District Court, Madura, in favor of Ravanna, Mana, Ana, Ramanathen Chetty of Devicottah as was declared to be chargeable on the estate	28,974	1	4
5. Amount paid by Government into the Court on the 12th August 1874 to Ravanna, Mana, Mana, Lana, Aroonachellum Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 20 of 1873 on the file of the District Court, Madura	25,199	3	8

	Rs.	A.	P.
6. Amount paid by Government into the Court on the 26th January 1875 to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 17 of 1873 on the file of the District Court, Madura, and Regular Appeal No. 46 of 1874 on the file of the High Court, Madras	1,68,332	2	2
Amount paid by Government into the Court to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty on the 24th April 1875	9,596	12	3
Total ...	9,27,169	14	4

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) H. W. BLISS,
Agent to the Court of Wards.

L. S. (Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) ARTHUR F. COX,
Ag. Hd. Asst. Colr., Madura.
(Signed) RAMASAWMY AYINEN,
Huzur Sheristadar, Madura.

Signed sealed and delivered on the 14th July 1876, by the Honorable D. F. Carmichael, Secretary to the Government of Fort St. George, on behalf of the Secretary of State for India in Council in the presence of

(Signed) S. RUNGACHARRY,
Ag. 1st Asst., Rev. Secretariat.
(Signed) T. DAMODARA PILLAY,
Clerk, Rev. Dept.

L. S. (Signed) D. F. CARMICHAEL,
Secretary to Govt.

In consequence of the refusal of the said creditors subsequently to the execution of this Deed to make such endorsement hereon as has been mentioned in page 1* hereof the said Henry William Bliss and Edward Turner have this 28th day of April 1876 erased herefrom all reference to such endorsement and hereby certify the same under their seals and signatures.

*Note—Page 5 in original MS. copy of Deed.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

(Signed) H. W. BLISS,
Agent to the Court of Wards.
(Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU,
E. Hd. Clerk, Colr.'s Office, Madura.
(Signed) P. VENKATESWARIAH,
Ver. Clerk, Colr.'s Office, Madura.

I acknowledge on behalf of the said Secretary of State that the erasure above mentioned has been made with my knowledge and consent.

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

We the undersigned Henry William Bliss and Edward Turner do hereby acknowledge that the sum of Rupees 72,830 has been further advanced on the 3rd day of March 1876 by the Government of Fort St. George on behalf of the Secretary of

State for the purpose of paying off the claims of the said Ramasawmy Chetty as agreed upon by the compromise effected in Suit No. 8 of 1874 on the file of the District Court of Madura between the said Ramasawmy Chetty and the said Baskaraswami Sethupathi under the authority of the Government of Fort St. George conveyed in their Orders, No. 301, dated 29th February 1876, Revenue Department. The said sum of Rupees 72,830 is therefore and with reference to the Order of Government, dated 7th April 1876, No. 488, Revenue Department, hereby added to the principal sum of twelve lakhs of Rupees hereby secured upon the conditions and under the terms mentioned herein.

Dated Madura, the 28th day of April 1876.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) H. W. BLISS,
Agent to the Court of Wards.

L. S. (Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU,
E. Hd. Clerk, Colr.'s Office, Madura.
(Signed) P. VENKATESWARIAH,
Ver. Clerk, Colr.'s Office, Madura,

Certified under Sections 20 and 24 (b) of Act XVIII of 1869 that Stamp duty Rupees 162-8-0 has been paid on this instrument of further charge and that penalty has been remitted.

(Signed) H. W. BLISS,
Ag. Collector of Madura.

MADURA,
29th April 1876.

Presented between 5 and 6 P.M. on the 29th April 1876 in the office of the Registrar of Madura by

(Signed) H. W. BLISS,
Agent to the Court of Wards.

29th April 1876.

(Signed) T. RAMA ROW,
Registrar.

Registered as No. 7 of Book 1, Volume 3, pages 184 to 193.

(Signed) T. RAMA ROW,
Registrar.

MADURA,
15th May 1876.

Again presented on the 28th July 1876 at 3 P. M. in the office of Registrar of Madura by

(Signed) H. W. BLISS,
Acting Collector,
on behalf of the Secy. of State
for India in Council.

28th July 1876.

(Signed) T. RAMA ROW,
Registrar.

Registered as No. 13 of Book 1, Volume 3, pages 204 to 215.

31st July 1876.

(Signed) T. RAMA ROW,
Registrar.

COPY OF RAMNAD

MORTGAGE DEED.

This Deed made the fifth day of January one thousand eight hundred and seventy-six BETWEEN HENRY WILLIAM BLISS, Esquire, Acting Collector of Madura and Agent for the Court of Wards of the first part, EDWARD TURNER, Esquire, Manager under the Court of Wards of the Ramnad Zemindari of the second part, and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the third part.

WHEREAS MUTHURAMALINGA SETHUPATHI, late Zemindar of Ramnad, died on the 21st day of February 1873, and was succeeded in the said Zemindari by his son BASKARASWAMI SETHUPATHI who is at present a minor under the protection of the Court of Wards and WHEREAS the said Edward Turner has been appointed by the Court of Wards to be Manager of the said Zemindari and WHEREAS the said late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land revenue and to certain creditors and other persons and it is now necessary in the interests of the Zemindari that the said arrears of land revenue and other debts should be as far as possible reduced And WHEREAS at the date of the death of the said late Zemindar the said arrears of land revenue amounted to Rupees 5,20,291-12-1 but have since that date been reduced to and now stand at the sum of Rupees 2,72,830-1-8 and WHEREAS at the request of the Court of Wards on behalf of the said Baskaraswami Sethupathi the Government of Madras with the sanction of the Governor-General in Council has consented to advance funds for the payment of the said arrears and of such other of the said debts as are found to be properly chargeable upon the said Zemindari and WHEREAS a minute enquiry has been had as to the nature of the said debts for the purpose of ascertaining which of them are properly so chargeable and WHEREAS among the said debts were the debts particularized in the Schedule hereunder written and WHEREAS the present amount of the said debts inclusive of interest is Rupees 9,27,169-14-4 and WHEREAS after such enquiry as aforesaid it has been ascertained that the said last-mentioned debts are properly chargeable upon the said Zemindari and the Secretary of State has agreed accordingly to advance funds for the defrayal of the said sum of Rupees 9,27,169-14-4 as well as of the said sum of Rupees 2,72,830-1-8 so due in respect of arrears of revenue as aforesaid upon having repayment of the sums so advanced and interest thereon secured to him in the manner hereinafter mentioned and WHEREAS the Court of Wards by its Proceedings bearing dates and numbers as per margin has authorized the payment of the said debts and has empowered the said Henry William Bliss and Edward Turner to mortgage the said Zemindari to the Secretary of State by way of security for the due repayment of the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 and WHEREAS previous to the execution of this Deed the said arrears of revenue have been discharged and payment has been made by the predecessor in office of the said Henry William Bliss to the creditors to whom the said debts were severally due as shown in the said schedule hereto annexed and the said creditors in consideration of such payment have 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 and have endorsed on this Deed a receipt for the sums respectively received by them by way of testifying that all their claims against the late Zemindar or his heirs or the said Zemindari have been satisfied. Now this Deed Witnesseth that in consideration of the said sums of Rupees 9,27,169-14-4 and

16th June 1874, No. 1,474.
18th „ „ „ 1,498.
28th April „ „ 997
15th June „ „ 1,461.
30th „ „ „ 1,636.
3rd July „ „ 1,681.
17th Dec. „ Mis. No. 8,903.
29th July 1875, „ „ 6,857.

2,72,830-1-8 so advanced as aforesaid receipt of which the said Henry William Bliss and Edward Turner hereby acknowledge the said Henry William Bliss as Agent for the Court of Wards doth hereby on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that he the said Henry William Bliss or the said Baskaraswami Sethupathi his heirs or assigns will repay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 together with all further sums which may be advanced on the security of these presents at the times and in the manner hereinafter prescribed with interest on the same at the rate of Rupees 5 per centum per annum such interest to be payable yearly on the 5th day of January of each year the first of such annual payments to be made on the 5th day of January 1877 and this Deed further witnesseth that for the considerations aforesaid the said Henry William Bliss and Edward Turner with the consent of the Court of Wards and on behalf of the said Baskaraswami Sethupathi do hereby grant assign and convey unto the said Secretary of State his successors and assigns all that the Zemindari of Ramnad situate in the Districts of Madura and Tanjore in the Sub-Registration Districts of Ramnad, Tiruchili, Muducol-lattur, Tiruvadanai and Paumben in Madura and Aurunthangi in Tanjore settled by a Sanad bearing date the 3rd day of April 1803 paying a peishcush of Rs. 3,38,686-2-7 together with all villages palaces houses and buildings forests woods pastures rivers canals tanks lakes and fisheries ways and water-courses and all rights privileges profits and appurtenances of whatsoever description to the said Zemindari or to any part of it appertaining or with the same now or heretofore occupied or enjoyed and all deeds and documents relating thereto To hold the same unto and to the use of the said Secretary of State his successors and assigns subject to the payment of the said peishcush and all other charges lawfully made by Government *upon the said Zemindari* and to the proviso for redemption hereinafter contained PROVIDED always and it is *hereby agreed* and declared that if the said Henry William Bliss or his successor in office or the said Baskaraswami Sethupathi his heirs or assigns shall pay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 with interest thereon at the rate hereinbefore agreed upon together with all further sums which may be advanced by the said Secretary of State on the security of this Deed and interest for the same at the same rate then the said Secretary of State his successors or assigns shall upon the request and at the cost of the person or persons so paying the said principal and interest reconvey the said Zemindari to the said Baskaraswami Sethupathi his heirs or assigns PROVIDED ALSO in the meanwhile that after payment of the Peishcush and all other charges lawfully payable to Government in respect of the said Zemindari, all the income profits and proceeds of the said Zemindari shall be devoted in the first place to paying such allowance for the maintenance and education of the said Baskaraswami Sethupathi and the other members of his family as the Court of Wards from time to time shall direct and secondly in payment of any establishment or officials directed by the Court of Wards to be maintained or employed for the administration or supervision of the affairs of the said Zemindari and thirdly in defraying the sum payable to one Ramasawmy Chetty at present engaged in litigation with the estate should he succeed in establishing his claim, and fourthly in defraying any charge which the Court of Wards may be advised is justly payable out of the estate, and fifthly in payment of interest due upon the moneys advanced under this Deed or such portion thereof as shall not have been paid off and sixthly in repayment to the Secretary of State for India in Council of the principal sums now advanced or which may hereafter be advanced under this Deed PROVIDED that the Court of Wards may at any time notwithstanding anything hereinbefore contained order any portion of the sum which under the sixth head of the last proviso would have been paid to the said Secretary of State to be expended in carrying out such improvements of the said Zemindari as shall in the opinion of the said Court of Wards be necessary or expedient for increasing or maintaining the income and profits of the said Zemindari PROVIDED that nothing contained in this Deed shall in any manner interfere with any right possessed by the Government against the said

Zemindari in respect of arrears of revenue PROVIDED ALSO that so long as the said Baskaraswami Sethupathi continues under the protection of the Court of Wards the said Court and the officials subordinate thereto shall remain in possession of the said Zemindari but so soon as the said Baskaraswami Sethupathi shall attain his majority the Collector or other officer appointed by Government in that behalf shall enter upon and take possession of the said Zemindari on behalf of the said Secretary of State and shall apply the income and profits of the same to the liquidation of all sums due under this Deed in the manner hereinbefore prescribed PROVIDED ALSO that if at any time hereafter the Secretary of State shall consent to advance any further sums for the purpose of paying off debts chargeable upon the said Zemindari every such advance shall be deemed to have been advanced subject to the conditions and provisions contained in this Deed and shall be a charge upon the said Zemindari under this Deed in like manner as though it had been advanced previous to the execution thereof and the endorsement of any such advance together with the signature of the Manager of the said Zemindari and of the Collector of the District of Madura for the time being shall be sufficient evidence of such advance having been made upon the security of this Deed and the said Henry William Bliss and Edward Turner do hereby for themselves and their successors in office and on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that they and each of them and the said Baskaraswami his heirs or assigns will at all times hereafter execute and do every such lawful assurance and thing for the further or more perfectly assuring the said Zemindari and premises to the said Secretary of State his successors and assigns as he or they shall reasonably require. In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Particulars required for registering this Deed.

The Ramnad Zemindari is bounded on the north by the Tanjore District and Shevagunga Zemindari, on the east and south by the sea and on the west by the Shevagunga Zemindari, the Government Taluks of Madura and Tirumungalum in the [illegible] District. The island of Paumben which [illegible] bounded by the sea on all sides. The extent of the [illegible] square miles. The name of the last holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Muturamalinga Sethupathi and that of the present holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Baskaraswami Sethupathi a minor.

THE SCHEDULE HEREINBEFORE REFERRED TO.

	Nature and Date of Payment.	Amount paid. Rs.	A.	P.
1.	Amount paid by Government on the 16th June 1874 to Ana, Lana, Ramasawmy Chetty of Devicottah undivided first cousin of Pethaperumal Chetty ...	3,82,750	5	5
2.	Amount paid by Government on the 7th July 1874 to Vena, Muna, Muthucoorappa Chetty of Royapuram ..	2,87,001	13	8
	Amount paid by Government to Vena, Muna, Muthucoorappa Chetty on the 11th July 1874	3,095	7	10
3.	Amount paid by Government on the 10th July 1874 to Tumappen Chetty of Devicottah	22,220	0	0
4.	Amount paid into the Court on the 12th August 1874 in satisfaction of such portion of the amount of the Decree passed in Original Suit No. 18 of 1873 on the file of the District Court, Madura, in favor of Ravanna, Mana, Ana, Ramanathen Chetty of Devicottah as was declared to be chargeable on the estate	28,974	1	4
5.	Amount paid by Government into the Court on the 12th August 1874 to Ravanna, Mana, Mana, Lana, Arroopachellum Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 20 of 1873 on the file of the District Court, Madura	25,199	3	8

COPY OF RAMNAD

MORTGAGE DEED.

This Deed made the fifth day of January one thousand eight hundred and seventy-six BETWEEN HENRY WILLIAM BLISS, Esquire, Acting Collector of Madura and Agent for the Court of Wards of the first part, EDWARD TURNER, Esquire, Manager under the Court of Wards of the Ramnad Zemindari of the second part, and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the third part.

WHEREAS MUTHURAMALINGA SETHUPATHI, late Zemindar of Ramnad, died on the 21st day of February 1873, and was succeeded in the said Zemindari by his son BASKARASWAMI SETHUPATHI who is at present a minor and WHEREAS the said Edward Turner has been appointed by the Court of Wards to be Manager of the said Zemindari and WHEREAS the said late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land revenue and to certain creditors and other persons and it is now necessary in the interests of the Zemindari that the said arrears of land revenue and other debts should be as far as possible reduced And WHEREAS at the date of the death of the said late Zemindar the said arrears of land revenue amounted to Rupees 5,20,291-12-1 but have since that date been reduced to and now stand at the sum of Rupees 2,72,830-1-8 and WHEREAS at the request of the Court of Wards on behalf of the said Baskaraswami Sethupathi the Government of Madras with the sanction of the Governor-General in Council has consented to advance funds for the payment of the said arrears and of such other of the said debts as are found to be properly chargeable upon the said Zemindari and WHEREAS a minute enquiry has been had as to the nature of the said debts for the purpose of ascertaining which of them are properly so chargeable and WHEREAS among the said debts were the debts particularized in the Schedule hereunder written and WHEREAS the present amount of the said debts inclusive of interest is Rupees 9,27,169-14-4 and WHEREAS after such enquiry as aforesaid it has been ascertained that the said last-mentioned debts are properly chargeable upon the said Zemindari and the Secretary of State has agreed accordingly to advance funds for the defrayal of the said sum of Rupees 9,27,169-14-4 as well as of the said sum of Rupees 2,72,830-1-8 so due in respect of arrears of revenue as aforesaid upon having repayment of the sums so advanced and interest thereon secured to him in the manner hereinafter mentioned and WHEREAS the Court of Wards by its

16th June 1874,	No.	1,474.	Proceedings bearing dates and numbers as
18th "	"	" 1,498.	per margin has authorized the payment of
28th April "	"	" 997	the said debts and has empowered the said
15th June "	"	" 1,461.	Henry William Bliss and Edward Turner
30th "	"	" 1,636.	to mortgage the said Zemindari to the
3rd July "	"	" 1,681.	Secretary of State by way of security for
17th Dec. "	Mis.	No. 8,903.	the due repayment of the said sums of
29th July 1875, "	"	" 6,857.	

Rupees 9,27,169-14-4 and 2,72,830-1-8 and WHEREAS previous to the execution of this Deed the said arrears of revenue have been discharged and payment has been made by the predecessor in office of the said Henry William Bliss to the creditors to whom the said debts were severally due as shown in the said schedule hereto annexed and the said creditors in consideration of such payment have 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 and have endorsed on this Deed a receipt for the sums respectively received by them by way of testifying that all their claims against the late Zemindar or his heirs or the said Zemindari have been satisfied. Now this Deed Witnesseth that in consideration of the said sums of Rupees 9,27,169-14-4 and

2,72,830-1-8 so advanced as aforesaid receipt of which the said Henry William Bliss and Edward Turner hereby acknowledge the said Henry William Bliss as Agent for the Court of Wards doth hereby on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that he the said Henry William Bliss or the said Baskaraswami Sethupathi his heirs or assigns will repay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 together with all further sums which may be advanced on the security of these presents at the times and in the manner hereinafter prescribed with interest on the same at the rate of Rupees 5 per centum per annum such interest to be payable yearly on the 5th day of January of each year the first of such annual payments to be made on the 5th day of January 1877 and this Deed further witnesseth that for the considerations aforesaid the said Henry William Bliss and Edward Turner with the consent of the Court of Wards and on behalf of the said Baskaraswami Sethupathi do hereby grant assign and convey unto the said Secretary of State his successors and assigns all that the Zemindari of Ramnad situate in the Districts of Madura and Tanjore in the Sub-Registration Districts of Ramnad, Tiruchili, Muducollattur, Tiruvadanai and Paumben in Madura and Aurunthangi in Tanjore settled by a Sanad bearing date the 3rd day of April 1803 paying a peishcush of Rs. 3,38,686-2-7 together with all villages palaces houses and buildings forests woods pastures rivers canals tanks lakes and fisheries ways and water-courses and all rights privileges profits and appurtenances of whatsoever description to the said Zemindari or to any part of it appertaining or with the same now or heretofore occupied or enjoyed and all deeds and documents relating thereto To hold the same unto and to the use of the said Secretary of State his successors and assigns subject to the payment of the said peishcush and all other charges lawfully made by Government upon the said Zemindari and to the proviso for redemption hereinafter contained PROVIDED always and it is hereby agreed and declared that if the said Henry William Bliss or his successor in office or the said Baskaraswami Sethupathi his heirs or assigns shall pay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 with interest thereon at the rate hereinbefore agreed upon together with all further sums which may be advanced by the said Secretary of State on the security of this Deed and interest for the same at the same rate then the said Secretary of State his successors or assigns shall upon the request and at the cost of the person or persons so paying the said principal and interest reconvey the said Zemindari to the said Baskaraswami Sethupathi his heirs or assigns PROVIDED ALSO in the meanwhile that after payment of the Peishcush and all other charges lawfully payable to Government in respect of the said Zemindari, all the income profits and proceeds of the said Zemindari shall be devoted in the first place to paying such allowance for the maintenance and education of the said Baskaraswami Sethupathi and the other members of his family as the Court of Wards from time to time shall direct and secondly in payment of any establishment or officials directed by the Court of Wards to be maintained or employed for the administration or supervision of the affairs of the said Zemindari and thirdly in defraying the sum payable to one Ramasawmy Chetty at present engaged in litigation with the estate should he succeed in establishing his claim, and fourthly in defraying any charge which the Court of Wards may be advised is justly payable out of the estate, and fifthly in payment of interest due upon the moneys advanced under this Deed or such portion thereof as shall not have been paid off and sixthly in repayment to the Secretary of State for India in Council of the principal sums now advanced or which may hereafter be advanced under this Deed PROVIDED that the Court of Wards may at any time notwithstanding anything hereinbefore contained order any portion of the sum which under the sixth head of the last proviso would have been paid to the said Secretary of State to be expended in carrying out such improvements of the said Zemindari as shall in the opinion of the said Court of Wards be necessary or expedient for increasing or maintaining the income and profits of the said Zemindari PROVIDED that nothing contained in this Deed shall in any manner interfere with any right possessed by the Government against the said

Zemindari in respect of arrears of revenue PROVIDED ALSO that so long as the said Baskaraswami Sethupathi continues under the protection of the Court of Wards the said Court and the officials subordinate thereto shall remain in possession of the said Zemindari but so soon as the said Baskaraswami Sethupathi shall attain his majority the Collector or other officer appointed by Government in that behalf shall enter upon and take possession of the said Zemindari on behalf of the said Secretary of State and shall apply the income and profits of the same to the liquidation of all sums due under this Deed in the manner hereinbefore prescribed PROVIDED ALSO that if at any time hereafter the Secretary of State shall consent to advance any further sums for the purpose of paying off debts chargeable upon the said Zemindari every such advance shall be advanced subject to the conditions and provisions contained in this Deed and shall be a charge upon the said Zemindari under this Deed in like manner as though it had been advanced previous to the execution thereof and the endorsement of any such advance together with the signature of the Manager of the said Zemindari and of the Collector of the District of Madura for the time being shall be sufficient evidence of such advance having been made upon the security of this Deed and the said Henry William Bliss and Edward Turner do hereby for themselves and their successors in office and on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that they and each of them and the said Baskaraswami his heirs or assigns will at all times hereafter execute and do every such lawful assurance and thing for the further or more perfectly assuring the said Zemindari and premises to the said Secretary of State his successors and assigns as he or they shall reasonably require. In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Particulars required for registering this Deed.

The Ramnad Zemindari is bounded on the north by the Tanjore District and Sivagunga Zemindari, on the east by the Government Taluks of Madura and Ramnad Sivagunga Zemindari, the Government Taluks of Madura and Ramnad Madura District and by the Tinnevelly District. The island of Paumben which appertains to the Zemindari is bounded by the sea on all sides. The extent of the Zemindari is about 2,351 square miles. The name of the last holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Mutturamalinga Sethupathi and that of the present holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Baskaraswami Sethupathi a minor.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Nature and Date of Payment.	Amount paid. RS.	A.	P.
1. Amount paid by Government on the 16th June 1874 to Ana, Lana, Ramasawmy Chetty of Devicottah undivided first cousin of Pethaperumal Chetty ...	3,82,750	5	5
2. Amount paid by Government on the 7th July 1874 to Vena, Muna, Muthucoorappa Chetty of Royapuram ..	2,87,001	13	8
Amount paid by Government to Vena, Muna, Muthucoorappa Chetty on the 11th July 1874	3,095	7	10
3. Amount paid by Government on the 10th July 1874 to Tumappai Chetty of Devicottah	22,220	0	0
4. Amount paid into the Court on the 12th August 1874 in satisfaction of such portion of the amount of the Decree passed in Original Suit No. 18 of 1873 on the file of the District Court, Madura, in favor of Ravanna, Mana, Ana, Ramanathen Chetty of Devicottah as was declared to be chargeable on the estate	28,974	1	4
5. Amount paid by Government into the Court on the 12th August 1874 to Ravanna, Mana, Mana, Lana, Arroonachellum Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 20 of 1873 on the file of the District Court, Madura	25,199	3	8

	Rs.	A.	P.
6. Amount paid by Government into the Court on the 26th January 1875 to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 17 of 1873 on the file of the District Court, Madura, and Regular Appeal No. 46 of 1874 on the file of the High Court, Madras	1,68,332	2	2
Amount paid by Government into the Court to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty on the 24th April 1875	9,596	12	3
Total ...	[illegible]		

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) H. W. BLISS, Agent to the Court of Wards.

L. S. (Signed) E. TURNER, Manager, Ramnad Zemindari.

(Signed) ARTHUR F. COX, Ag. Hd. Asst. Colr., Madura.

(Signed) RAMASAWMY AYINEN, Huzur Sheristadar, Madura.

Signed sealed and delivered on the 14th July 1876, by the Honorable D. F. Carmichael, Secretary to the Government of Fort St. George, on behalf of the Secretary of State for India in Council in the presence of

(Signed) S. RUNGACHARRY, Ag. 1st Asst., Rev. Secretariat.

(Signed) T. DAMODARA PILLAY, Clerk, Rev. Dept.

L. S. (Signed) D. F. CARMICHAEL, Secretary to Govt.

In consequence of the refusal of the said creditors subsequently to the execution of this Deed to make such endorsement hereon as has been mentioned in page 1* hereof the said Henry William Bliss and Edward Turner have this 28th day of April 1876 erased herefrom all reference to such endorsement and hereby certify the same under their seals and signatures.

* Note—Page 5 in original MS. copy of Deed.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

(Signed) H. W. BLISS, Agent to the Court of Wards.

(Signed) E. TURNER, Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU, E. Hd. Clerk, Colr.'s Office, Madura.

(Signed) P. VENKATESWARIAH, Ver. Clerk, Colr.'s Office, Madura.

I acknowledge on behalf of the said Secretary of State that the erasure above mentioned has been made with my knowledge and consent.

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

We the undersigned Henry William Bliss and Edward Turner do hereby acknowledge that the sum of Rupees 72,830 has been further advanced on the 3rd day of March 1876 by the Government of Fort St. George on behalf of the Secretary of

State for the purpose of paying off the claims of the said Ramasawmy Chetty as agreed upon by the compromise effected in Suit No. 8 of 1874 on the file of the District Court of Madura between the said Ramasawmy Chetty and the said Baskaraswami Sethupathi under the authority of the Government of Fort St. George conveyed in their Orders, No. 301, dated 29th February 1876, Revenue Department. The said sum of Rupees 72,830 is therefore and with reference to the Order of Government, dated 7th April 1876, No. 488, Revenue Department, hereby added to the principal sum of twelve lakhs of Rupees hereby secured upon the conditions and under the terms mentioned herein.

Dated Madura, the 28th day of April 1876.

L. S. (Signed) H. W. BLISS, Agent to the Court of Wards.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) E. TURNER, Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU, E. Hd. Clerk, Colr.'s Office, Madura.

(Signed) P. VENKATESWARIAH, Ver. Clerk, Colr.'s Office, Madura,

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Certified under Sections 20 and 24 (b) of Act XVIII of 1869 that Stamp duty Rupees 162-8-0 has been paid on this instrument of further charge and that penalty has been remitted.

Madura, 29th April 1876. (Signed) H. W. BLISS, Ag. Collector of Madura.

Presented between 5 and 6 P.M. on the 29th April 1876 in the office of the Registrar of Madura by

29th April 1876. (Signed) H. W. BLISS, Agent to the Court of Wards.

(Signed) T. RAMA ROW, Registrar.

Registered as No. 7 of Book 1, Volume 3, pages 184 to 193.

Madura, 15th May 1876. (Signed) T. RAMA ROW, Registrar.

Again presented on the 28th July 1876 at 3 P. M. in the office of Registrar of Madura by

(Signed) H. W. BLISS, Acting Collector, on behalf of the Secy. of State for India in Council.

28th July 1876. (Signed) T. RAMA ROW, Registrar.

Registered as No. 13 of Book 1, Volume 3, pages 204 to 215.

31st July 1876. (Signed) T. RAMA ROW, Registrar.

This Deed made the fifth day of January one thousand eight hundred and seventy-six BETWEEN HENRY WILLIAM BLISS, Esquire, Acting Collector of Madura and Agent for the Court of Wards of the first part, EDWARD TURNER, Esquire, Manager under the Court of Wards of the Ramnad Zemindari of the second part, and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the third part.

WHEREAS MUTHURAMALINGA SETHUPATHI, late Zemindar of Ramnad, died on the 21st day of February 1873, and was succeeded in the said Zemindari by his son BASKARASWAMI SETHUPATHI who is at present a minor and WHEREAS the said Edward Turner has been appointed by the Court of Wards to be Manager of the said Zemindari and WHEREAS the said late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land revenue and to certain creditors and other persons and it is now necessary in the interests of the Zemindari that the said arrears of land revenue and other debts should be as far as possible reduced And WHEREAS at the date of the death of the said late Zemindar the said arrears of land revenue amounted to Rupees 5,20,291-12-1 but have since that date been reduced to and now stand at the sum of Rupees 2,72,830-1-8 and WHEREAS at the request of the Court of Wards on behalf of the said Baskaraswami Sethupathi the Government of Madras with the sanction of the Governor-General in Council has consented to advance funds for the payment of the said arrears and of such other of the said debts as are found to be properly chargeable upon the said Zemindari and WHEREAS a minute enquiry has been had as to the nature of the said debts for the purpose of ascertaining which of them are properly so chargeable and WHEREAS among the said debts were the debts particularized in the Schedule hereunder written and WHEREAS the present amount of the said debts inclusive of interest is Rupees 9,27,169-14-4 and WHEREAS after such enquiry as aforesaid it has been ascertained that the said last-mentioned debts are properly chargeable upon the said Zemindari and the Secretary of State has agreed accordingly to advance funds for the defrayal of the said sum of Rupees 9,27,169-14-4 as well as of the said sum of Rupees 2,72,830-1-8 so due in respect of arrears of revenue as aforesaid upon having repayment of the sums so advanced and interest thereon secured to him in the manner hereinafter mentioned and WHEREAS the Court of Wards by its Proceedings bearing dates and numbers as per margin has authorized the payment of the said debts and has empowered the said Henry William Bliss and Edward Turner to mortgage the said Zemindari to the Secretary of State by way of security for the due repayment of the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 and WHEREAS previous to the execution of this Deed the said arrears of revenue have been discharged and payment has been made by the predecessor in office of the said Henry William Bliss to the creditors to whom the said debts were severally due as shown in the said schedule hereto annexed and the said creditors in consideration of such payment have 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 and have endorsed on this Deed a receipt for the sums respectively received by them by way of testifying that all their claims against the late Zemindar or his heirs or the said Zemindari have been satisfied. Now this Deed Witnesseth that in consideration of the said sums of Rupees 9,27,169-14-4 and

16th June	1874,	No.	1,474.
18th "	"	"	1,498.
28th April	"	"	997
15th June	"	"	1,461.
30th "	"	"	1,636.
3rd July	"	"	1,681.
17th Dec.	"	Mis. No.	8,903.
29th July	1875,	"	6,857.

2,72,830-1-8 so advanced as aforesaid receipt of which the said Henry William Bliss and Edward Turner hereby acknowledge the said Henry William Bliss as Agent for the Court of Wards doth hereby on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that he the said Henry William Bliss or the said Baskaraswami Sethupathi his heirs or assigns will repay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 together with all further sums which may be advanced on the security of these presents at the times and in the manner hereinafter prescribed with interest on the same at the rate of Rupees 5 per centum per annum such interest to be payable yearly on the 5th day of January of each year the first of such annual payments to be made on the 5th day of January 1877 and this Deed further witnesseth that for the considerations aforesaid the said Henry William Bliss and Edward Turner with the consent of the Court of Wards and on behalf of the said Baskaraswami Sethupathi do hereby grant assign and convey unto the said Secretary of State his successors and assigns all that the Zemindari of Ramnad situate in the Districts of Madura and Tanjore in the Sub-Registration Districts of Ramnad, Tiruchili, Maducollattur, Tiruvadanai and Paumben in Madura and Aurunthangi in Tanjore settled by a Sanad bearing date the 3rd day of April 1803 paying a peisheush of Rs. 3,38,686-2-7 together with all villages palaces houses and buildings forests woods pastures rivers canals tanks lakes and fisheries ways and water-courses and all rights privileges profits and appurtenances of whatsoever description to the said Zemindari or to any part of it appertaining or with the same now or heretofore occupied or enjoyed and all deeds and documents relating thereto To hold the same unto and to the use of the said Secretary of State his successors and assigns subject to the payment of the said peisheush and all other charges lawfully made by Government upon the said Zemindari and to the proviso for redemption hereinafter contained PROVIDED always and it is hereby agreed and declared that if the said Henry William Bliss or his successor in office or the said Baskaraswami Sethupathi his heirs or assigns shall pay to the said Secretary of State his successors or assigns the said sums of Rupees 9,27,169-14-4 and 2,72,830-1-8 with interest thereon at the rate hereinbefore agreed upon together with all further sums which may be advanced by the said Secretary of State on the security of this Deed and interest for the same at the same rate then the said Secretary of State his successors or assigns shall upon the request and at the cost of the person or persons so paying the said principal and interest reconvey the said Zemindari to the said Baskaraswami Sethupathi his heirs or assigns PROVIDED ALSO in the meanwhile that after payment of the Peisheush and all other charges lawfully payable to Government in respect of the said Zemindari, all the income profits and proceeds of the said Zemindari shall be devoted in the first place to paying such allowance for the maintenance and education of the said Baskaraswami Sethupathi and the other members of his family as the Court of Wards from time to time shall direct and secondly in payment of any establishment or officials directed by the Court of Wards to be maintained or employed for the administration or supervision of the affairs of the said Zemindari and thirdly in defraying the sum payable to one Ramasawmy Chetty at present engaged in litigation with the estate should he succeed in establishing his claim, and fourthly in defraying any charge which the Court of Wards may be advised is justly payable out of the estate, and fifthly in payment of interest due upon the moneys advanced under this Deed or such portion thereof as shall not have been paid off and sixthly in repayment to the Secretary of State for India in Council of the principal sums now advanced or which may hereafter be advanced under this Deed PROVIDED that the Court of Wards may at any time notwithstanding anything hereinbefore contained order any portion of the sum which under the sixth head of the last proviso would have been paid to the said Secretary of State to be expended in carrying out such improvements of the said Zemindari as shall in the opinion of the said Court of Wards be necessary or expedient for increasing or maintaining the income and profits of the said Zemindari PROVIDED that nothing contained in this Deed shall in any manner interfere with any right possessed by the Government against the said

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Zemindari in respect of arrears of revenue PROVIDED ALSO that so long as the said Baskaraswami Sethupathi continues under the protection of the Court of Wards the said Court and the officials subordinate thereto shall remain in possession of the said Zemindari but so soon as the said Baskaraswami Sethupathi shall attain his majority the Collector or other officer appointed by Government in that behalf shall enter upon and take possession of the said Zemindari on behalf of the said Secretary of State and shall apply the income and profits of the same to the liquidation of all sums due under this Deed in the manner hereinbefore prescribed PROVIDED ALSO that if at any time hereafter the Secretary of State shall consent to advance any further sums for the purpose of paying off debts chargeable upon the said Zemindari every such advance shall be deemed to have been advanced subject to the conditions and provisions contained in this Deed and shall be a charge upon the said Zemindari under this Deed in like manner as though it had been advanced previous to the execution thereof and the endorsement of any such advance together with the signature of the Manager of the said Zemindari and of the Collector of the District of Madura for the time being shall be sufficient evidence of such advance having been made upon the security of this Deed and the said Henry William Bliss and Edward Turner do hereby for themselves and their successors in office and on behalf of the said Baskaraswami Sethupathi his heirs and assigns covenant with the said Secretary of State his successors and assigns that they and each of them and the said Baskaraswami his heirs or assigns will at all times hereafter execute and do every such lawful assurance and thing for the further or more perfectly assuring the said Zemindari and premises to the said Secretary of State his successors and assigns as he or they shall reasonably require. In witness whereof the parties hereto have set their hands and seals the day and year first above written.

Particulars required for registering this Deed.

The Ramnad Zemindari is bounded on the north by the Tanjore District and Shevagunga Zemindari, on the east and south by the sea and on the west by the Shevagunga Zemindari, the Government Taluks of Madura and Tirumungalum in the Madura District and by the Tinnevelly District. The island of Paumben which appertains to the Zemindari is bounded by the sea on all sides. The extent of the Zemindari is about 2,351 square miles. The name of the last holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Matturamalinga Sethupathi and that of the present holder is Hirania Gerbha Yaji Ravikula Muttuvejeya Ragunatha Baskaraswami Sethupathi a minor.

THE SCHEDULE HEREINBEFORE REFERRED TO.

	Nature and Date of Payment.	Amount paid. Rs.	A.	P.
1.	Amount paid by Government on the 16th June 1874 to Ana, Lana, Ramasawmy Chetty of Devicottah undivided first cousin of Pethaperumal Chetty ...	3,82,750	5	5
2.	Amount paid by Government on the 7th July 1874 to Vena, Muna, Muthucoorappa Chetty of Royapuram ..	2,87,001	13	8
	Amount paid by Government to Vena, Muna, Muthucoorappa Chetty on the 11th July 1874	3,095	7	10
3.	Amount paid by Government on the 10th July 1874 to Tumappen Chetty of Devicottah	22,220	0	0
4.	Amount paid into the Court on the 12th August 1874 in satisfaction of such portion of the amount of the Decree passed in Original Suit No. 18 of 1873 on the file of the District Court, Madura, in favor of Ravanna, Mana, Ana, Ramanathen Chetty of Devicottah as was declared to be chargeable on the estate	28,974	1	4
5.	Amount paid by Government into the Court on the 12th August 1874 to Ravanna, Mana, Mana, Lana, Arooachellum Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 20 of 1873 on the file of the District Court, Madura	25,199	3	8

	Rs.	A.	P.
6. Amount paid by Government into the Court on the 26th January 1875 to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty of Devicottah in satisfaction of the Decree passed in Original Suit No. 17 of 1873 on the file of the District Court, Madura, and Regular Appeal No. 46 of 1874 on the file of the High Court, Madras	1,68,332	2	2
Amount paid by Government into the Court to Viyanna, Rana, Ravanna, Mana, Chithambram Chetty on the 24th April 1875	9,596	12	3
Total ...	9,27,169	14	4

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) H. W. BLISS,
Agent to the Court of Wards.

L. S. (Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) ARTHUR F. COX,
Ag. Hd. Asst. Colr., Madura.
(Signed) RAMASAWMY AYINEN,
Huzur Sheristadar, Madura.

Signed sealed and delivered on the 14th July 1876, by the Honorable D. F. Carmichael, Secretary to the Government of Fort St. George, on behalf of the Secretary of State for India in Council in the presence of

(Signed) S. RUNGACHARRY,
Ag. 1st Asst., Rev. Secretariat.
(Signed) T. DAMODARA PILLAY,
Clerk, Rev. Dept.
L. S. (Signed) D. F. CARMICHAEL,
Secretary to Govt.

In consequence of the refusal of the said creditors subsequently to the execution of this Deed to make such endorsement hereon as has been mentioned in page 1* hereof the said Henry William Bliss and Edward Turner have this 28th day of April 1876 erased herefrom all reference to such endorsement and hereby certify the same under their seals and signatures.

* Note—Page 5 in original MS. copy of Deed.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

(Signed) H. W. BLISS,
Agent to the Court of Wards.
(Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU,
E. Hd. Clerk, Colr.'s Office, Madura.
(Signed) P. VENKATESWARIAH,
Ver. Clerk, Colr.'s Office, Madura.

I acknowledge on behalf of the said Secretary of State that the erasure above mentioned has been made with my knowledge and consent.

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

We the undersigned Henry William Bliss and Edward Turner do hereby acknowledge that the sum of Rupees 72,830 has been further advanced on the 3rd day of March 1876 by the Government of Fort St. George on behalf of the Secretary of

State for the purpose of paying off the claims of the said Ramasawmy Chetty as agreed upon by the compromise effected in Suit No. 8 of 1874 on the file of the District Court of Madura between the said Ramasawmy Chetty and the said Baskaraswami Sethupathi under the authority of the Government of Fort St. George conveyed in their Orders, No. 301, dated 29th February 1876, Revenue Department. The said sum of Rupees 72,830 is therefore and with reference to the Order of Government, dated 7th April 1876, No. 488, Revenue Department, hereby added to the principal sum of twelve lakhs of Rupees hereby secured upon the conditions and under the terms mentioned herein.

Dated Madura, the 28th day of April 1876.

L. S. (Signed) H. W. BLISS,
Agent to the Court of Wards.

Signed sealed and delivered by the above-named Henry William Bliss and Edward Turner in the presence of

L. S. (Signed) E. TURNER,
Manager, Ramnad Zemindari.

(Signed) M. NARRAINASAWMY NAIDU,
E. Hd. Clerk, Colr.'s Office, Madura.
(Signed) P. VENKATESWARIAH,
Ver. Clerk, Colr.'s Office, Madura,

Certified under Sections 20 and 24 (b) of Act XVIII of 1869 that Stamp duty Rupees 162-8-0 has been paid on this instrument of further charge and that penalty has been remitted.

(Signed) H. W. BLISS,
Ag. Collector of Madura.

Madura,
29th April 1876

Presented between 5 and 6 P.M. on the 29th April 1876 in the office of the Registrar of Madura by

(Signed) H. W. BLISS,
Agent to the Court of Wards.

29th April 1876.

(Signed) T. RAMA ROW,
Registrar.

Registered as No. 7 of Book 1, Volume 3, pages 184 to 193.

(Signed) T. RAMA ROW,
Registrar.

Madura,
15th May 1876.

Again presented on the 28th July 1876 at 3 P. M. in the office of Registrar of Madura by

(Signed) H. W. BLISS,
Acting Collector,
on behalf of the Secy. of State
for India in Council.

(Signed) T. RAMA ROW,
Registrar.

28th July 1876.

Registered as No. 13 of Book 1, Volume 3, pages 204 to 215.

(Signed) T. RAMA ROW,
Registrar.

31st July 1876.

COPY OF RAMNAD

MORTGAGE DEED.

h. Copies Deed

Rs 3937/15

4-0-19 Extent L L 216