

Rates of Government Salage per acre

Max Min

July 3-99 " 1-7

Oct 10-12-3 " 1-5-9

Average rates of Government Salage per acre

July 1-5-6

Apr 4-6-1

Average Value of grain of Melworm on wet land in Ramnatakasir Parg of Ramnand Gumbary for the period of 15 years - A

From 1756 to 1770	Cultivated area in acres	Gross value of land	Of which 40 percent share at	Average price of grain of ground	Value of grain in cash	Rates per acre
R 1756	C 1756	R 1756	R 1756	R 1756	R 1756	R 1756
33290-12-5	38869-50	228593-4-2	91417-5	2-10	239970-8	6-2

Grain rates prevailing in Gumbary Salage of Ramnatakasir

Max Min

1-11 " 1-6-7

The person ~~pleads~~ that the entire Village belongs to him that one Muttu Virajiah a Senior villager enjoying the process of half of the Village since the last 6 years or since AD 1838 - He requests to register the entire Village in his name -

1 The Voted of Muttu Virajiah Ragoonatha Taver pleads that 10/16 of the Village was purchased as follows by in the name of Muttu Virajiah Ragoonatha Taver & his step Elder Brother Peter Rama Raja Taver.

A 1 In AD 1858 - 3/16 of the Village was purchased by Peter Rama Raja Taver for Rupees 1500 from one Meenatchy Nallan - Bill of sale is on a stamped paper

B 1 In AD 1858 - 3/16 of the Village was purchased by ~~for Rupees 1500 from one Meenatchy Nallan - Bill of sale is on a stamped paper~~

C 1 In AD 1858 - 1/8 of the Village was purchased in AD 1858 for Rupees 1000 - from one - Kristna Swamy Nallan - Bill of sale is on a stamped paper

D 1 In AD 1862 - 1/8 of the Village was purchased for Rupees 1000 by Virajiah Ragoonatha Taver from Ramamaya Nallan - Bill of sale is on a stamped paper - The said Ramamaya Nallan was the late father of the person of 1860 -

The genuineness of the documents A-B & C is proved by ~~the person of 1860~~ and the genuineness of the document D is proved by two witnesses, one of them who attested it -

II The person of 1860 pleads that the documents A-B & C are not worthy of admission as the persons mentioned therein were sold by Meenatchy Nallan & Kristna Swamy Nallan, who, he says, have no right or concern in this Village or in other two Villages belonging to him - & that the Bill of sale of D was not executed by his late father who died on 11 May 1863 - nor it bears his real signature - In proof of his argument he produced the following documents -

1 Petition presented by his father to the Police of Ramnand on 24th Oct 1863 complaining that the Manager of the Parg, whose name was Rata Swamy Taver, was selling the Village of Peter Rama Raja Taver & Virajiah Ragoonatha Taver, above alluded to, is in the habit of creating false bills of sale for the Villages or belonging to others from those who have right of concern in them & forge bills of sale - on stamped paper, that the said Manager intended yesterday on the 23rd October 1863 to purchase 1/16 of the Village of Peter Rama Raja Taver from one Virajiah Ragoonatha Taver who is quite a stranger to the person of 1860 -

He further requested in his Petition not to sell stamped either stamped frojan leaves or stamped paper to such persons who intend to perpetrate forgeries &c. This request was not justly complied with.

[78] Petitions presented by the Father of the person N^o 1 of 16 before the Govt & the Collector complaining that the Manager Rota Pany Tien, father of the person N^o 2 of 16, is trying his best to usurp his the Rights of Nasiquay, Putter, & Kelakakai by forging bills & extorting Bills goods from those who have neither right nor concern in them -

G. An authenticated copy of a reply ~~made~~ ^{made} filed by the defendant other Village Officers of Nanguey, the Village now under settlement, to the Moonjiffs Court of Pura Nagary. Register No. 711 in N° 6 of 1862 stating that neither Meenat, Chy Narker nor Rustna Sawmy Narker has any right to or concern in half of the Village of Nanguey, the Division now under settlement nor the late Husband of the Plaintiff (who was the Mother of the person N° 2 of 186) purchased any portion of the Village from the said Meenat Chy Narker & Rustna Sawmy Narker nor the Pff cultivated any portion of the lands of Nanguey nor the Defendants, inclusive of themselves, purloined away with any portion of the produce of such cultivated lands. They again stated that the suit N° 16 of 1862 filed in the Court by the Pff, Mother of the person N° 2 of 186, for the recovery of half of the Village is quite fictitious & an unfounded one.

7. The main point for consideration is whether Meerathey Naiken & Krishna Pawny Naiken who executed the bills of sales mentioned A.B. had a right to sell the lands mentioned herein or not & how they acquired these lands.

Meerachy Nairan is alive, & Krishna sawmy Nairan the brother of Meerachy Nairan died some 3 or 4 years ago as appears by the statements
 of the Valuers of the parties having concern in this Village. Meerachy Nairan states that Nagammal & Muttammal were widows of the ^{late} G. G. G. G.
 that Nagammal adopted her younger sister's son Ramanunga Nairan, father of the person No 1 of 186; that Muttammal adopted her sister's son Ramanunga
 Nairan; that Ramanunga Nairan has a son who is the person No 1 of 186; that the said Ramanunga Nairan died in A.D. 1863; that Muttammal
 who died in A.D. 1864, having lost some 20 years ago her adopted son, who was his younger brother, she took him as her bosom son & executed a Will to him
 in A.D. 1864 - 27 May transferring all her property to him; that the Will is on a stamped paper leaf; that under the tenure of the Will, 5/8 Village of
 Kilakotai Civiltown & 6/16 Village of Nadogudy, the Village under settlement, with other personal property fell into his possession; that Muttammal on
 the occasion of taking him as her bosom son granted 1/8 of the Village of Nadogudy & 1/8 of the Village of Kilakotai, which was then in her possession, to his mother
 & Brother Krishna sawmy Nairan as "Kanya Mulyani" or Nurse's fee; that he & they enjoyed their respective shares & sold them to the persons
 mentioned in the Bills & sales marked A, B & C; that he performed the funeral rites of Muttammal, that he is performing her annual ceremonies; that
 Muttammal & Nagammal, wives of the person No 1 of 186, divided their property long ago. The said Meerachy Nairan produced the Will.

1 The person No. 1 of 16 pleads that the allegations of the said Meenatchy Nair are quite false & that the Will produced by him is a forged one. Again he states that after the demise of the adopted son of Muttammal which took place about 20 years ago, Nagammal & Muttammal combined together & executed a Will to his father on the 29 January 1847 transferring to him all the property of Muttammal; that this Will was once stamped for a long time; that copy of which he produced in the Deputy Collector's Office & kept the original copy in one of his boxes in his house; that the original copy of the Will is not forthcoming & that he suspects that his enemies purloined away with this will by some way or other. He again states that half of the Village mentioned in the Will is in possession of the person No. 1 of 16 & should purchase the same since it is 1858 illegally. (This must use) The

III The Will produced by Minalthy Narkun is attested by several Witnesses - viz. Nagalingum Pillai; Namaswoyam Pillai; Kunjanny; Kondaloyengiar; Muttu Vairia Pillai; Ramaswamy Rajah; Muttu Ramalinga Pillai; Venkatasubram Pillai; & Namaswoyam Pillai admit the genuineness of the Will & the validity of the transaction. Kondaloyengiar also admits the genuineness of the Will & the fact of his having signed it. - The son of the said Venkatasubram Pillai, who is the 7th son of Ramaswamy Pillai says that the Will bears the signature of his father who died about 14 years ago & that he recognized it on looking the Will. - Other Witnesses are not present. Of the absent Witnesses, some are alive & others are not alive. Further, Venkataswamy Rajah & Muttu Veerapada Pillai say that though they never signed the Will still, they were present when the Will was passed by Muttu ammal & when it was delivered to Minalthy Narkun by Muttu ammal by keeping it in a plate. All these persons say that in addition to one Kristnam Pillai that the said Minalthy Narkun performed the funeral rites of Muttu ammal.

IV The person N° 1 of 06 did produce sometimes ago ~~an~~ alleged copy of a Will dated 29 January 1847 which is said to have been executed by Muttu ammal & Nagammal with some other documents. ~~When~~ ^{When} I asked him to produce the Ogl Copy of the Will he searched it appears all his boxes in the presence of my Room who went to bring him to my Office with the document & began to cry that it was made away with by some of his enemies. - The person N° 1 of 06 came to my office & reported to me that he lost the Will. - From the following peculiar & serious ground, which was committed by the person N° 1 of 06, I am induced to think that the statement of the person N° 1 of 06 that he had the Will dated 29 January 1847 & that he lost it is a fictitious & concoction altogether -

IX In proof of the circumstances that the Will was executed to his father by Muttu ammal & Nagammal, the person N° 1 of 06 ^{did produce} an authenticated Contract from the sale book of stamps of A.D. 1847, with the seal & signature of the Salt Deputy Collector of the District. This showed that one Ramoy, a jewel second purchased a stamped paper leaf of one Paper. Value in A.D. 1847 - 29 January, on account of Muttu ammal for writing a Will. I found some scribbling where the name of Ramoy was written & suspected that some other name was corrected into that of Ramoy. I questioned the person N° 1 of 06 about it. He said that Deputy Collector gave the Contract with the seal & scribbles & that the woman who went & purchased the stamped paper leaf was Ramoy. I asked the Salt Deputy Collector to let me know what name is entered in the Ogl Book. He says that the name of one Rampanam is entered in the original Book of sales & stamped papers. & that he gave ~~the~~ a true extract of the book & that there was no scribbling in the Contract. - In the meantime the person N° 1 of 06 concealed the Contract & failed to produce it again to me for fear of some punishment for his having tampered with the Contract - which was attested by the Salt Deputy Collector. - This is the ground committed by the person N° 1 of 06, which I mentioned about in previous ^{part}. The person N° 1 of 06 produced a tampered with the Contract & altered the name of the purchaser into Ramoy so as to correspond the statement of his Witnesses, who said that Ramoy ^{did} went & purchased a stamped paper leaf to write the Will of 1847. - The Salt Deputy Collector further informs me that the ~~stamped~~ ^{stamped} paper seems to have been purchased for Nagammal. - He adopted the story of the father of the person N° 1 of 06. After much delay the person N° 1 of 06 produced 3 Witnesses viz. - Venkatasubram; Pirwati Ammal & Aloyanny Narkun. They stated that Muttu ammal ^{did} executed the Will on the 29 January 1847 on a stamped paper leaf. - to the father of the person N° 1 of 06. Transferring all ^{the} property to him. - The father of the person N° 2 of 06 objected strongly to this evidence on the ground that the Witnesses are relatives of the person N° 1 of 06. - This proved to be true. - These Witnesses further state that they attested the Will & that they ^{did} were present at Rammed. where the Will was written, though they live far from Rammed, as they came ~~for~~ for wedding of some of their relations. - They again say that the father of the person N° 1 of 06 performed the funeral rites of Muttu ammal.

X The person N° 1 of 06 ~~is~~ ^{is} objects to the evidence of the Witnesses produced by the father of the person N° 2 of 06 to prove the genuineness of the Will said to have been executed by Muttu ammal & Minalthy Narkun - by reason that these Witnesses are dependants of the person N° 2 of 06. - The father of the person N° 2 of 06 objects to the evidence of the Witnesses produced by the person N° 1 of 06 on the ground that they are the relatives of the said person N° 1 of 06. - (This

XI. From the above it would appear that the genuineness of the Will said to have been executed by Muttammal in AD 1846 & by 1847 is proved -
Two cannot stand one & the same time - because one transfers the property of Muttammal to Minakshy Narkun & another to the father of the person N^o 1 of 06 -

Now the main point for consideration is which evidence may be considered trustworthy & which may be considered as untrustworthy -
After weighing most carefully & impartially the circumstances of the evidence given by the witnesses to come to prove both Wills - I am arrived at the conclusion -
That the evidence of the witnesses who proved the Will said to have been executed to Minakshy Narkun in 1846 by Muttammal is trustworthy, because -

See
p. 844

the Will is forthcoming on a stamped paper leaf; because it is proved to be genuine one by some of the witnesses who attested it; because these witnesses are not in any way related to Minakshy Narkun; because there is no ground to find fault with these witnesses by reason that they are witnesses of the Will of 1846 & because no portion of the or other Villages mentioned in the Will of AD 1846 - The lands in Katakolai, the register of which is placed with this Will mentioned in the Will was sold to the family of the person N^o 2 of 06 till 1854 - The lands in Katakolai, the register of which is placed with this Will were sold to the family of the person N^o 2 of 06 in AD 1846 - Further I place confidence upon the evidence which proved the Will of 1846 on the ground that Muttammal Narkun enjoyed 1/16 of this Village & 1/16 of Katakolai & sold them to the family of the person N^o 2 of 06. The person N^o 1 of 06 admits that half of the Village is in possession of the family of the person N^o 2 of 06 since the last 5 or 6 years & the bills of sales marked A, B & C from which are were executed by Minakshy Narkun & Nustanawmy Narkun proved to be genuine ones - I am at the conclusion that the evidence of the witnesses who came to prove the Will of 1847 said to have been executed to the father of the person N^o 1 of 06 is untrustworthy because the original Will is not forthcoming; because the argument is of the person N^o 1 of 06 that there was a bill of 1847 & that it was lost is not trustworthy; because the person N^o 1 of 06 tampered with the original Will from the book of the sales of Stamp, with a view to make the name of the individual who purchased it; to some correspond with the name mentioned by his witnesses; because the person N^o 1 of 06 or his father had possession of Muttammal's property; because Muttammal used to live separately, keeping one half in all the property belonging to her husband & the other half the witnesses who gave evidence in favour of the person N^o 1 of 06 are his relatives -

XII. Under the above circumstances I establish the right of Minakshy Narkun to sell the 1/16 Village of Katakolai & 1/16 of the Village mentioned in the bills of sales marked A & B, & 1/16 of Katakolai having granted to Narayany Ammal, & her son Nustanawmy Narkun for "Narayany Ammal" & for her maintenance with the full power of alienation &c. is mentioned in the Will of 1846 executed to Minakshy Narkun - Hence the right of Nustanawmy Narkun to sell the 1/16 of the Village mentioned in the bill of sale of C is proved - Minakshy Narkun also admits the right of his brother Nustanawmy Narkun to sell the 1/16 of the Village - Originally Muttammal & Nagammal, who were widows of the original Grantor, divided the Village & the Village of Katakolai & Putter - which they then had equally - Regarding the adoption of Nagammal & Muttammal I dwell at length in the Register of Putter which is placed with this - Goodas may adopt their sister sons (vide rule 90 of the Punges Rules Law) But the custom of taking sister sons as a son or favourite sons by childless widows are not recognised by the Hindu Law - In the case of Minakshy Narkun, her transaction of taking her son as a son or favourite son is not admissible under Hindu Law - However I recommend the person N^o 1 of 06 to be allowed to keep the half Village sold to him by Minakshy Narkun & Nustanawmy Narkun in AD 1846 - as the person upon whom they acquired it as a son or favourite son & Nustanawmy Narkun & Nustanawmy Narkun are not admissible under Hindu Law -

XV. With regard to the document G, the Village deny every knowledge of the contents of it. They say that they don't know what then Jabel did. His ~~own~~ sort of argument is not worthy of admission. However it seems that as the Village were ^{as I understand} ~~clearly~~ in the suit N^o 16 of 1882 which was brought by the master of the person N^o 2 of 186 - on the occasion of the person N^o 1 of 186 purloining away with the produce of the person of the Village - belonging to the person N^o 2 of 186, they argued & filed a reply stating that the P^{off} or her husband or sons never purchased any land in the Village - The Court seems to have awarded the value of ~~certain~~ certain produce to the P^{off} - No Deed is produced in the Office by any party - though they are invited upon to ~~produce~~ produce it. Hence the document G is of no use to the person N^o 1 of 186.

Salisbury

507. Wet lands depend upon two Tanks - of moderate size - They are in repair - They are fed by a single stream & by the waste & falling of the adjoining Ryot Villages - The Tank is fed annually - Scarcity of Water is not felt generally - The persons of 16 first classed some of the Wet lands - as waste & represented at the time of the settlement that they do not wish to till for food & that in reality all the Wet lands are cultivated annually - some a few patches here & there - However the all lands are under cultivation - Some of the Wet lands are cultivated annually 2^d time - The Village or no good state - Kharif rice is of a superior quality generally - No Tobacco is raised - The surrounding Villages are in a flourishing state - No Pungla lands in the Village - I have no instruments to determine the average Wet area of the adjacent Ryot Villages - The average Wet area of the Village is 6000 per acre - The average income of the Village is 1930 per annum - This is not true - In consideration of the fertility of soil &c. I frame the

valuation of the village as follows - 400 men at 6 rupees per man - 420 -

Wool 1 7/8 lb of an inferior quality } 52-8-

at 30 paces from shore

Ind. 472-8-0.

Naistland
24-5 6 1/2

J. P. Lonsdale Esq