

Shree N. Ramana's General and Estate in Madras District
Jagaya and Ramasweta Dalay of Ramana's General and Estate in Madras District

Case - I The Swama Gumbel pleads through his Counsel Seebecker for 1/8 of the Village
from his Father-in-Law Mungalewana Gumbel under a Whittentill dated 7 August /60 which is drawn up on a stamp paper leaf, put out of this he shows
one Muttuappa Pillai's 1/2 Village on the 1st August /62 for Rs. 3150/- that the remaining 1/8 of the Village is to his possession. In support of his allegation
he produced the following documents -
1. A Father-in-Law's
2. Receipt granted to his Father-in-Law by the Taluk Officer for his having paid Rs. 100 for 1/2 Village -

for Fisher 1227 to Furdy 1262 & for Fisher 1264 1267 & 1269 -
 Receipts granted to him by the Trading Officials for Fishers 1264 1265 1266 1267 & 1269 for a parting of his wages
 for Fisher 1270 1271 & 1272.

1 Receipts granted ^{in his name} by the Village of Santa Teresa Piller for Furs 1270-1271 & 1272
 1 Decision of the former New Police ~~of Santa Teresa~~ - Ramon Apurum - on the 3^d October / 55 - ruling that the Father-in-law of Luana Gumbel stood up = 1/4 of the Village as usual.
 1 Decision of the Lomb Magistrate of ~~Santa Teresa~~ ^{the} Police Panhem on 26th of 1863 - dated 5 February / 63 -
 1 Decision of the late Mayoress Court of allasura in suit N^o 211 of 1860 - concerning the sale of the half Village which he (Luana Gumbel) Father-in-law allasura Gumbel purchased previously from one R^o dipitambura Gumbel - (Vid^e next card)

Sheet No. 471

Shores
 N^o 1 winged — $\frac{1}{2}$ Village —
 N^o 2 D D D $\frac{2}{16}$ Village —
 N^o 3 D D D $\frac{6}{11}$ Village —

722

$$\begin{array}{r} 299\frac{1}{3} \\ \hline 299\frac{1}{3} \end{array}$$

Vide other
 side of this leaf

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some minor creases and discoloration, characteristic of old paper. A dark vertical line is visible along the right edge, possibly indicating the binding or gutter of the book.

One Ball
Green

Deposition in Original suit. - This deposition was also confirmed in appeal by the final Court - As soon as Periya Sanyasi Thero instituted ^{the} suit in the original Court for the recovery of 156½ Ropas, Boichitambura Gunkhal were afraid of it & executed a bill of sale on a stamp paper leaf of 6 Ropas to Rammaswami Mangaleswara Gunkhal for having sold to him ^{all} the village belonging to them & the latter for Ropas 1150 & at the same time he sold Rammaswami Mangaleswara Gunkhal for a stamp paper leaf of one Rupa ^{all} on which ^{all} the very detailed bill of sale was executed in the following tone & words -
-executed ~~on~~ a counter agreement to Boichitambura Gunkhal ~~that~~ ^{to} purchase half Village in dispute ~~which~~

Among other things Ramnagarum Chongahewara Gunkel states in the agreement that he purchased half Village
for 1500 Rs. which they (Chichilantana Gunkel & his father's mother) owe him. & that he will defend the suit brought against them
- in original & in appeal & suits at his own expence & ~~that~~ get a decree in their favour & that if he fails to do this, he will not only pay
to Pargana Tawing Tenm the sum which may be awarded them & also he will ~~pay~~ ^{OK} nullify the ~~sub~~ transaction of the sale of the
half Village which he purchased & restore it to them - & & &

half Village which he purchased & restored it to them - &c. &c.
- When the court provided to put the decree into enforcement or in other words when they demanded Adichembura Gurukul to pay the sum for which
- the Decree has been passed, he (Adichembura Gurukul) produced before the Court the agreement just alluded to above & pleaded according to the stipulations
- contained therein. Rammaswami Allogaleswara Gurukul should pay the sum to Periyasamy Tevar. The said Allogaleswara Gurukul pleaded at the
- same time that the counter agreement is not genuine & that therefore he is not to act upon it. The Court thereupon said that Allogaleswara Gurukul is
- to institute a fresh suit for the confirmation of the bill of sale & for nullifying the counter agreement. He accordingly instituted a civil suit
- N° 117 of 1860 in the late Mr. Justice's Court against Adichembura Gurukul, his father's estate, & against the person in whose
- name is the mortgagor of the half Village in question. The decree of the Court was in favour of the Defendants and by its terms the bill of sale was nullified
- the counter agreement was established to be genuine one. Upon this, Swarna Gurukul, son of Rammaswami Allogaleswara Gurukul ^{son-in-law} who died,
- recently presented a petition to the same Court citing therein Section III Act III of 1859 & the Topics of Mr. Norton's final Presence - & praying for
- a revision or re-investigation of the Decree passed already annulling the sale & for a decision to enjoy the purchased half Village on
- payment of the sum awarded in civil N° 283 of 1854 to Periyasamy Tevar. The Court in compliance with the request of Swarna Gurukul &
- Chattri Venkates Pillai, the person who purchased the half Village in question from Swarna Gurukul on the 1st August 1862 after the demise of Allogaleswara
- Gurukul awarded in civil N° 283 of 1854 the purchased half Village to him enjoying the Village.

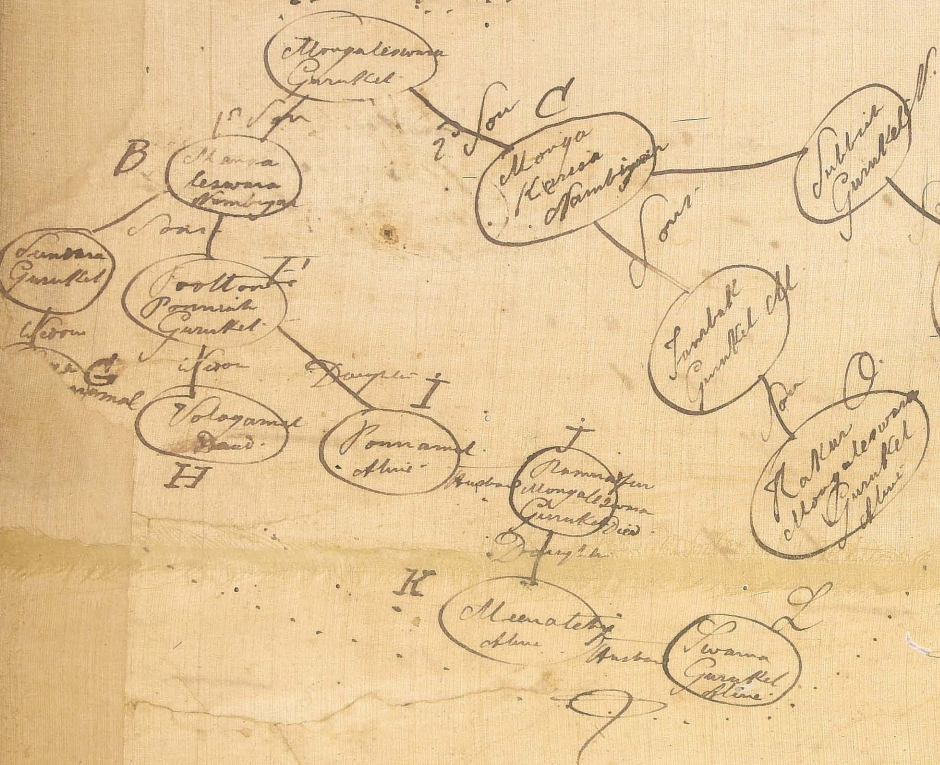
on 27 January 1861
Gurukul, reversed the original decree and that he on payment of the sum awarded in said
-Village. The Court ultimately made over the Village on the 27 August 1862 to Allutta Verapa Pillai - Ever since he is enjoying it.
Now Adichitambara Gurukul pleads that the counter agreement was not nullified by the Court & that therefore the former Commissioner should register his
the Village in question in his name - The Court's decree is very vague - The decision of the Court is partly contrary to the conditions of the Counter Agreement
of partly is in accordance with them - If the counter agreement is to be ~~annulled~~^{reluctantly}, the Court ought not to have ~~reversed~~^{made} such collection
of the purchase of Allutta Verapa Pillai or if the Court were to annul the document, they ought not to have ~~reversed~~^{made} such collection
The sum awarded in suit N 283 of 1854 from Swarna Gurukul to a sum of 2700 - Rupees - Whatever may be the opinion of the Court, I see no ground to
annul either ~~the~~^{any} transaction of sale which is admitted to be binding by the seller. Hence - The counter agreement shows that the said Mungaleswara
Gurukul did purchase the Village in question - I think the conditions ^{entered} in the concluding part of the same to the effect that the seller is to bear costs of suits &c.
& that in failure of Antimony decree in favour of Adichitambara Gurukul that the seller will forfeit the half Village &c are not lawful - & that
they are of a private nature - On the whole Adichitambara Gurukul is not in any way loser if the sale is confirmed - Because the purchase paid -
2700 rupees in satisfaction of the Decree in suit N 283 of 1854 & bore the costs jointly the seller - In any case as the Adichitambara Gurukul
has sold the Village to Mungaleswara Gurukul, I confirm the sale made by him on behalf of Swarna Gurukul & register half Village
to him & the other half to Mungaleswara Gurukul - Under the parties to civil Court (Mungaleswara)

Again as I did not want Gurukul to have both possible possession of the produce of the 1/4 village in question, contrary to the decision of the Court, just alluded to, the Court Magistrate of Pambem gave them heavily for contumacious resistance, leaving on the 5th February 1850.

With regards to the dispute mentioned in clauses I & II, I place Periya Sawmy Tene as complainant & Gurukul as Defendant.

The complainant pleads that he purchased the remaining half Village from one Nakkunthongaleswara Gurukul - Swarna Gurukul - that the 1/4 of the half Village is his property & 1/8 is his patrimony & 1/8 are the lands assigned from his Father-in-law Nakkunthongaleswara Gurukul -

The main point for consideration is here, whether Nakkunthongaleswara Gurukul was the proper owner of the half Village he sold to Periya Sawmy Tene in October 1852. The history of this is this - Enter in the Mangai genealogical tree to come the line of repeating names - It is proved that E. had 1/4 Village & L had 1/8 Village & O had 1/8 Village, that E. died about 10 or 12 years ago leaving a widow, daughter & son-in-law - that E. on the eve of his demise transferred all his property to his son-in-law J in AD 1850 -



Swarna and Gurukul are the same person named J. Some persons named J. Gurukul is the same person named J.

more a written will on a stamp - paper - that J on the eve of his demise, which took place about 3 years ago, transferred all his property to his son-in-law L on the 10th August 1850 more a written will on a stamp, - vested in him by H - & that J performed the funeral rites of J more the authority vested in him by I - In the state of things the said Nakkunthongaleswara Gurukul pleads that he / Nakkunthongaleswara Gurukul / performed the funeral rites of E. & that all his property reverted to him by right of succession - that E. had an elderly wife & daughter - at the time of his death & when the family was divided one, the interference of O was quite unnecessary & again O was not present in the part of the country where E. died - The fact that O himself admits that E. & O were living separately - E. died in his house at Pambem. As this is a divided family & as the person O is a descendant relative of E., O has no right to the property of E. After the death of E. his widow succeeded him - After her death, her daughter succeeded her - The daughter gave all her property through her husband all the property to L. Again O pleads that L has no right 5/8 of the Village as patrimony - because he says L was adopted by J - L is the son-in-law of J - How is it possible that a man will adopt his son-in-law - In any case, the property of J reverted to L only 3 years ago. L is 26 years of age - He must have his patrimonial share in the Village. The fact that O admits that E. was enjoying 1/4 of the Village - It is proved that L had 1/8 Village as his patrimony. Hence it is proved that O who had only right 5/8 of the Village - sold half of the Village, including 1/8 of the Village belonging to L, improperly to Periya Sawmy Tene in October last - In proof of the claim of O, his Vakeel & the Vakeel of Periya Sawmy Tene produced some receipts granted by the Taluk authorities of the Government & Lakshmi Sanyal's servants nominating to worship the gods which E. & J used to worship - No the Government may do as he likes in his Capabilities & Tolerances & these circumstances don't deprive L from his property - ~~O~~ ~~then~~ ~~of~~ ~~gave~~ ~~the~~ ~~property~~ ~~to~~ ~~him~~ ~~as~~ ~~the~~ ~~Taluk~~ ~~authorities~~ ~~in~~ ~~the~~ ~~determination~~ ~~granted~~

