

Patrimony Acquired by purchase
Supported by Total
documents shares

James M. Davis

Boat		ascendant	
Boat 1	Boat 1	3	3
Boat 2	Boat 2	1	1
Boat 3	Boat 3	1	1
Boat 4	Boat 4	15	15
		5	20




Sheet No. 1081

Register No. 929

I This is one of the Damascanum Villages in the perrinsary of Sevapangai - This was granted by Puruma Pongu Raja several years ago -
to one Rajendra Varan for subsistence - This is a hereditary grant. This is in uninterupted possession of its holders since the date of the grant.
This has no Patta - It was lost - The Village is supported by all the Accounts of 12. No Takkar about the area or about the boundaries
on the part of the Rany's Takkar. The boundaries now inserted in the rememorial statement correspond to those in the Account of 12.
Hence the boundaries are confirmed here & the 355 Acre & 83 parts situated therein are registered here -

II. This Village consists of 20 equal Thittus - They are enjoyed as shown in the margin - The Lands are undivided - Pongu is paid on the number of Thittus equally & permanently. In the Latimer Account of 1821, Pongu of this & another Village named Navakulli is entered on lump as 55-1 - Now 53.1.50 is paid for the Village - leaving the remainder to the small Village of Navakulli - The Pongu was less split long ago - in proportion to the extent of these Villages - No Tak was about the Pongu now on any side -

(Wie recht sie)

per acre of 1200

Box	(Virajadi)	61-9	43-15
Box	(Box)	40	28
Box	(Box)	101-9	71-15
Box	(Kucham)	508	284-48
			<u>358-63</u>
	Box	100	56
Box	(Box)	13	7-28
Box	(Box)	3	4-68
Box	(Box)	30	16-80
Box	(Box)	30	16-80
Box	(Box)	1	50
Box	(Box)	7/2	28
			<u>99-40</u>
Remainder			<u>256-23</u>
Box	(Virajadi)	61-9	43-15
Box	(Box)	3	2-10
Box	(Box)	57	25-90
			<u>101-9</u> 71-15
Box	(Kucham)	238	133-28
Box	(Box)	90	50-68
			<u>328 7/2</u> 183-96
Box	(Kucham)	90	1-12
Total			<u>256-23</u>

Is based upon the statement given by the Chairman

[illegible]

To be confirmed under Rule
 II Pl. 3 signed & sealed
 Rule III for the claimant
 Affirmation of Jurors in Case 5378
 County
 Divided.
 Land was
 undivided
 One Balla
 is common
 Confirmed
 on 1/22/52
 according to the
 (Court's decision)
 was issued of the
 Court's Order
 T.R.
 12/5/66
 Approved -
 J. M. Khan
 1/16/66
 1896

Aug. 1-5-6
 Oct. 4-6-7

From Ft to Ft	Cultivated Area in Acres	Gross out turn	of which zamindari's share at 45 per cent	Average price of grains	Value of grain - 100 grains given in Cal 4	Rate per Acres
16255 - 8 2	7175 - 92	81165 - 11 - 3	36855 - 1 - 1	7 - 11	53523 - 4	7 11 9

IV. The adopted father of the person M^{rs} of 1831 - purchased in A.D. 1831 for \$2100 -
the 15th of the 19th century opposite to his name from Bluthwagner, shareholder in the Village Bell Co.
I can find in the authenticity of the bill of sale is proved - Enjoyment proved -

A.C. No. A. C. No. A. C. on a plain paper leaf. The authenticity of the original is
 7-11-5523 - 4 7-11-9 J. The River's Vessel pleads that the 15 bottles or 3/4 of the Village entered opposite to the person
 No. 1 of 1816 was the "Hollnager property" of the Patimariy government, that it was granted to the
 adopted father of the person No. 1 of 1816 by the father's Elder Brother of the
 The pleads further that under the circumstances, the 3/4 Village may be registered in the
 name of the River of Perapungu as the title of the grantor pronounced to be an invalid one in the
 recent decision of the Privy Council as all the property of the Patimariy government has been awarded to the
 River - Farm are authenticated copy of a Decree in civil No. 1 of 1816 of the first Court of Madras,
 which is produced by the Vessel of the person No. 1 of 1816 it appears that, the 3/4 of the Village entered opposite
 No. 1 of 1816, was purchased by his adopted father in A.D. 1831 - July 30th. From one Moorsooyan chabaldari
 the Village & enjoyed it after A.D. 1838 - but in A.D. 1839 the 3/4 Village was laid under attachment with other
 & the government of Perapungu at the request of Arugamuttu Pachiar who one of the witnesses of the Patimariy
 government, who is claimed to the estate, that the 3/4 Village was not released from attachment to the adopted
 father of the person No. 1 of 1816 till 1856 though he claimed to it often & often, that upon which the adopted
 of the person No. 1 of 1816 and the Gov. government Bissaguru Laven & the collector Mr. R. D. Parker for the
 the 3/4 Village, that the then Judge Mr. Rogers awarded the 3/4 Village to the Poff's adopted son, No. 1 of
 as the Poff was then not alive with another 1 1/2 Villages with the net income of Rs. 10693-119-
 of the Poff from 1268th to 1269th from 1259 to 1265. The income of 1256 to 1258 is not awarded to the
 Poff as the Villages in question were in possession of others than the government during those years -
 (Vide next sheet)

VI The Judge awarded the $\frac{3}{4}$ Village & another $\frac{1}{2}$ Village to the Ppp in the following words:-

"The purchase of Valayusa Ezen (Ppp) in A.D. 1831 is established by the production of the Title Deeds A B C. the authenticity & validity of which are neither denied nor contested. His possession under them till 1838 is likewise admitted & also proved by the receipts of L.R. D.E. F. G. H. I. the genuineness of which is not impugned. That his dispossession was wrongful is also in fact admitted - wrong, or colour of right is pretended in justification of the inclusion of the lands in question in the gaminisany estate, as clearly appears from the documentary explanations & information furnished by the 1st Defendant on the requisition of the Court at the 1st hearing of the Case on the 21st November 1856 & 1857."

Sheet No. 1082

Register No. 929

- 1 "Extract Pass of Pudden A. Saule dated 30 April 1838"
- 1 "D of late Southern Provincial Court 7 July 1838"
- 1 "Letter from Collector to Pp of Wards dated 31st March 1855"
- 1 "Statement from Pp showing produce of Villages in question while under management"

"All showing that the Court of Wards are not prepared to contest the title of Valayusa Ezen, but that having come into possession under the order of the Pp, Pudden A. Saule for the registration, they cannot, as their agent, plead surrender to the Plaintiff without judicial sanction & direction. They submit however for decision a place upon which the Title may be held to have departed from Valayusa Ezen - so that his heirs are no longer competent to assert it against the party in possession viz. that the cause of action having been afforded by the dispossession in A.D. 1837 the party wronged did not make demand of redress & obtain recognition of its justice or prefer his claim to an authority competent to adjudicate thereon, within 2 years from that time - nor has he assigned any satisfactory reason or otherwise shown good & sufficient for not doing so as required by law - to save his rights. Whereas the Ppp contends that all this has been done. This is in fact the only issue to be tried."

"Defendant says that the cause of action being the refusal on the 13 October 1838 by the late Collector to rectify the alleged mistake of including the lands in question in the registration of the gaminisany Estate. Valayusa Ezen did not apply to the present Collector till November 1852 or for more than 14 years & they question the fact of his having in the interval made demands or received promises of redress from the Pp. The present gaminisany became aware of the assertion is contradicted by the fact that on obtaining possession himself in A.D. 1844 he granted the said lands to his sister."

"The Ppp would meet this difficulty by contending that as the inclusion from 1838 to 1844 was on account of a party opposed to the present occupants title; that he cannot take advantage of the lapse of time, & that from September 1844 when the lands were placed in possession of the present gaminisany for only $11\frac{1}{2}$ years have elapsed before bringing the present Action & further that constant demands were made & recognized as the law requires at various times in the interval especially in the years 1845 & 1848. as deposed to by his witnesses."

"The plea of the time not running against the claim from 1838 without interruption is absurd, it signified not by whom the wrong was done or continued, the party in possession or charge of the estate was at all times open to an Action - & if however it could be shown that the wrong was done or continued in A.D. 1845 & 1848. or in either year - this difficulty is removed. There is certainly a point of very strong"

"presumption in favour of Valayoda Eyer - having done so. It was no doubtful claim that he had to address & might have difficulty in proving, but he
 "was suffering from an act of gross injustice or in short of absolute spoliation. It requires no proof. It is impossible to believe that he did not
 "ask for justice & redress. but asking is not sufficient it must be shown that he obtained an acknowledgment of his claims. If the witnesses
 "are to be believed he did so on two several occasions at least, & though there are some features in their depositions which begot suspicion
 "of their exact veracity, yet when it is considered how very probable are the main facts to which they speak, that is the demand being made
 "I recognize, the civil Judge sees no sufficient ground for discrediting them & therefore pronounces off to have proved that the land
 "in question rightly appertains to the estate of Valayoda Eyer & directs that they be delivered to him as appearing for the minor ^(J. & J. 1857) as the only
 "party now before the court as heir & that the sum of Rupees 10693-11-9 being the net Revenue from 71248 51253, & from 71259 51265
 "as per statement prepared by the Manager under the collector's order dated 18 August 56 be also paid to him, together with all similar receipts
 "agreed to be true & that Dependents pay off their debts."

After the case had been closed & the point prepared to give judgement one Mootooa Pillai came forward by ill P. 4 65
 "representing himself & others to have claims to share in the inheritance of Valayoda Eyer. The Decree now made will not affect their rights. He
 "has created the question throughout, as one between the zemindar of Theravangal & the estate of Valayoda Eyer deceased, & in determining in favour
 "of the latter, has merely awarded that possession be given to the only claimants presenting themselves in the capacity of his heirs. If any parties
 "are entitled to share, & that right be denied by those members of the family who have thus obtained a decree in favour of the estate, they can
 "take the usual steps for compelling a division of family property or for awarding it to preferable heirs, anything in the present decree
 "notwithstanding"

III I understand above circumstances, I reject the claim of the Rango's Village to the 3/4 Village & refer them to the civil court.
 I understand above Decree the 3/4 Village is in possession of the family of the person who since 1857 uninterrupted
 The Ex-zemindar never appeared against the Decree. None but the person who appeared & claimed to the property of the adopted father
 The person who of 1866 is the grand son of the elder Brother of Valayodanagar, adopted father. This adoption is a fact proved by 10 witnesses
 Valayodanagar died unmarried. It appears that the Receiver of the Theravanga zemindary who has been appointed by the civil court in place
 the 3/4 Village upon att. achievement - achieve ~~the~~ last 6 months on the claim of the Rango to it. I don't think it for the good
 The person who protested against the att. achievement & the results of which is not known
 As directed in the marginally Proceedings, I register the 3/4 Village in the name of the person who of 1866 who is enjoying it actually
 As the Decree clarifies every thing I think it is unnecessary (Voice read sheet)

The Valayodanagar alleged
 was a Valayoda -
 he adopted son, the
 person who of 1866,
 it is possession of the
 property of the his
 adopted father since
 then the his demise
 which took place
 soon after the adoption
 namely was
 known to the
 the adoption is

(Valayodanagar)

