

# The Hindu Organ

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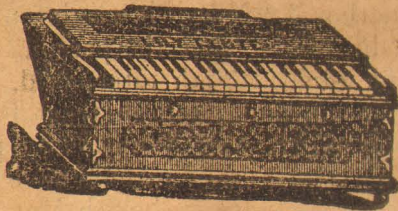
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(Secy. S. P. S.)

P. CARTHIGASAPILLAI  
(Manager, Hindu Organ)  
Jaffna, 14th March 1900.

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V. CASIPPILLAI  
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Provl. Engineer's Office  
Jaffna, 18th May 1900.



## THE HINDU ORGAN.

JAFFNA, WEDNESDAY MAY 23, 1900

### The Baddebedde Case.

We publish elsewhere the judgment of the Senior and Junior Puisne Justices in this famous case which has for some time engrossed the attention of the Ceylon

public. The Judgment is a disappointment to the parties to the case, and to the public which expected a final and weighty pronouncement, by the highest tribunal in the Island, on the most important issues raised in connection with it. It is to be regretted that his Lordship the Chief Justice did not take part in the hearing of this appeal. His great learning and legal acumen would have added considerable weight to any decision he might have arrived at. Mr. Justice Lawrie did fairly disclose his mind during the argument of the case in appeal, and there was little doubt that his judgment would have been in favour of the appellant. Mr. Justice Moncrief observed greater reserve, leaving the public in suspense as to what his Lordship's views were on the issues raised. Their Lordships' Judgment are undoubtedly models of conciseness. They do not, however, impress us as worthy of the occasion and the importance of the case.

Their Lordships only agree in reversing the judgment of the Court below. But there is considerable disagreement between them as to the reasons for coming to that decision. The main issue in this case was whether the transaction between Mr Nanni Tamby and Mr. Senathi Rajah, when the estate was sold by the former, as the administrator of the estate of his late wife, to the latter for Rs 100, subject to a mortgage for Rs 15,000 and interest, was or was not in fraud of the heirs of the estate? It was admitted that, if Mr. Nanny Tamby wanted to have the estate so sold re-transferred to him in his private capacity, and if there was an understanding between the two persons to that effect, it was in fraud of the heirs, and the transfer in favour of Mr. Senathi Rajah was liable to be set aside. The finding of the two Judges on this vital point clearly shows that they are not in agreement with each other. Mr. Lawrie finds that "Mr. Senathi Rajah was not the real purchaser on the 13th March, that he then did not mean to buy the estate, but that he lent his name to another." "Now if it was intended", his Lordship adds, "that the person for whose benefit Senathi Rajah interposed, to whom he lent his name and in trust for whom he purchased, was Nannitamby personally, then the Plaintiffs would have the right to have the sale of the 8th May set aside as fraudulent." But his Lordship thinks that it was to Mr. Nanni Tamby as administrator the estate was intended to be re-transferred, and the transaction was not, therefore, fraudulent. Mr. Moncrief believes "that Nannitamby meant that the property should be re-transferred to him in his personal capacity." The Junior Puisne Justice bases his finding in this respect on indisputable facts which he mentions in his judgment. His Lordship, however, allows the appeal as he is "unable to find anything in the correspondence or evidence to shew that Senathi Rajah ever entertained the question whether the re-transfer was to Nanni Tamby in his personal or fiduciary capacity. Such disagreement on a vital point between the two Judges who heard the appeal, detracts much from the weight to be attached to the final decision which they have arrived at.

It will strike any one, as it has struck Mr. Justice Moncrief, that, if the re-transfer to Mr. Nanni Tamby was to be in his fiduciary capacity as found by the senior Puisne Justice, the object of the sale would have been entirely frustrated, as the vesting of the property in Mr. Nanni Tamby would have been in breach of the Court's order for sale.

Mr. Senathi Rajah, although he succeeds in the appeal after spending thousands of rupees in bringing out to Colombo "the lion of the Madras Bar", and feeing a large array of local counsel, does not get his costs,

for reasons stated in Justice Moncrief's Judgment. His distinguished counsel made earnest appeals to their Lordships to delete certain passages of the District Judge's judgment impugning his conduct and that of his counsel in the lower Court. The Judges of the Supreme Court, however, do not make any reference at all to this application, and the public are allowed to draw their own inference from this circumstance. Mr. Justice Moncrief, on the contrary, mildly expresses his disapproval of Mr. Senathi Rajah's conduct in not giving evidence in the court below when he says that "Senathi Rajah has given us no assistance. I think he should have done so. There is nothing in the case which tells so much against him." Again his Lordship says in refusing costs to the appellant that "the litigation has been embarrassed and possibly the appeal to this Court rendered necessary by the 2nd Defendant's omission to tender himself as a witness in the Court below." Mr. Senathi Rajah himself, therefore, although his appeal is allowed and the judgment of the District Judge reversed, has no reason to be satisfied with the judgment of their Lordships. According to Mr. Lawrie's judgment he is liable again to be sued for the re-transfer of the estate to Mr. Nanni Tamby as administrator.

### \* "THE HEATHEN VILLAGE OF COPAY"

The "mission" of Christian Missionaries is to proselytize, evangelize, or Christianize, and we have no concern with it except as far as their zeal for conversion is too much obtruded on the public, or so asserted as to encroach upon the rights of Hindus. In these days of equal rights for all men and all religionists, the Missionaries do not, and cannot, encroach upon the province of Hindus, unless encouraged to do so by officials. But the fanatical section of Christian propagandists still continue to do one thing, which, though not regarded as an offence against the law of the land, is in the opinion of all right-thinking men, Christians as well as non-Christians, a breach of courtesy, if not of decorum. We refer to the use, by Christian fanatics, of the terms *heathen*, *pagan*, and *infidel* in speaking of Hindus. In the early days of Christianity, when the inhabitants of towns and cities had embraced that religion, those who lived in the country (that is, in the villages and woods and on the heaths) remained unconverted to Christianity. In other words, the converted were townsmen who were civilized, and the unconverted were countrymen who were uncivilized. As the terms are now applied, a pagan is a rude and uncivilized idolator, and a heathen is an idolator pure and simple—one who does not worship the true God. True that as understood by Christians, Hindus do not worship the true God, (Christian God), but everybody will admit that *heathen* is not interchangeable with *non-Christian*. The use of the former word, in speaking of non-Christians, involves a sting—it denotes and connotes much more than the word *non-Christian* does. Hence it is that Hindus, who are not a whit behind native Christians in attainments and enlightenment, resent the application to them of the word *heathen* which is a word of contempt. Missionaries of liberal view, now use the word *non-Christians* in speaking collectively of persons professing other faiths than Christianity, while in speaking of particular religions they use the words *Hindus*, *Buddhists*, &c. &c. Enlightened Christians know that the cause of Christianity is not served by the use of harsh or violent language, and they themselves find fault with those Christians who characterize Hindus, both enlightened and unenlightened, as *heathens* and *pagans*.



In the *Catholic Guardian* of the 19th Instant, the Editor, whose ancestors were themselves, to use his own words, heathens, characterizes as "heathen" the "village of Copay," which is inhabited by some of the most prominent and enlightened Hindus of Jaffna. A few months ago, Mr. Mailvaganam, J. P. & U. P. M., whose public life and philanthropy, have raised the parish of Copay to eminence, presented to the Roman Catholic Mission a site for a school and helped the Mission to acquire another for a Church. He is a liberal-minded Hindu gentleman who treats all religionists alike. We are told that if not for his interest the mission would not have easily secured the required sites. One would, therefore, expect that Copay would be spared the indignity of being dubbed heathen, at least during the lifetime of the "heathen" J. P. & U. P. M. Whether the villagers to whom the Sacrament of Baptism was administered (who are all of the climber caste) had, any knowledge of the "heathen" religion which they had given up and whether it was after a comparative study of Hinduism and Christianity they became converts to Catholicism, are questions germane to the present subject. Without, however, fully going into them, we may be permitted to say that the villagers who have received baptism were as innocent of true Hinduism as innocence could be, and their conversion to Christianity was not, therefore, from true Hinduism, but from some non-descript religion. On other occasions when the *Guardian* prided itself on the number and position of converts to Catholicism, we maintained silence, as it is not our policy to thwart the work of Christian Missionaries as long as they do not interfere with us. But when the people of Copay are insulted as *heathen* after the Mission has got sites for a school and Church, we cannot, consistently with self respect and as representing the Hindu community, remain silent. *Hindu* and *Sivite* are not longer words than *heathen*, and the Editor would not have wounded the feelings of the Hindu community if he had selected the former. The "Laird" of Copay will, chiefly owing to his own tolerant and generous action, be hereafter known, among the readers of the *Guardian*, as the "Laird" of the "heathen village of Copay."

The Editor of the "*Guardian*" has evidently misconstrued our moderation when dealing with his pronouncements against us and the Hindus. When a few weeks ago he charged us, in most truly Christian fashion with "crass ignorance", "gross misrepresentation", "unmitigated falsehood" &c &c., we did not reply to him in the same coin. Not that we were afraid of the "militancy" of his Christianity, but we did not like to tarnish our columns by the use of unduly harsh words, epithets, and expressions against one who differed from us rightly or wrongly. When we are charitable enough to employ the bigger word *Catholics* in speaking of our contemporary's co-religionists instead of the smaller word *papists*, why can't he call the followers of the ancient faith of Jaffna as *Saivites* or *Hindus*? Has not some great man, whose name does not now occur to our mind, said that one good turn deserves many?

### THE LATE DR. WILLIAM PAUL.

It is with the deepest regret we have to record the death of Dr. Paul, Resident Surgeon of the Jaffna F. N. S. Hospital, which took place yesterday at his residence in the Hospital. He was in failing health for some time past, but was well enough to attend to his duties in the Hospital, and to go about daily visiting his numerous patients in the Town and its Suburbs. It was only four or five days ago we heard that the veteran Doctor was seriously ill with a carbuncle, and yesterday we were shocked to hear of his death. Dr. Paul was connected with the Hospital for

the last quarter of the century or so, and, during this long period, he enjoyed the unbounded confidence and esteem of the majority of the managing Committee, especially of Sir William Twynam who presided over the destinies of the Hospital for about one-third of a century. Dr. Paul was a safe physician, and his professional services were available not only in the Hospital, but were readily placed at the disposal of those outside of it. Even those who consistently objected on principle to the abusers which were at one time rampant in the Hospital, never called in question Dr. Paul's professional status and competency. In our last issue we were obliged to refer to him and to do justice to his professional abilities and competency; and this we did before knowing that he was even ill. Dr. Paul leaves behind a widow and several children to bemoan his loss. His eldest son is in England having gone there to obtain a British qualification after a distinguished career in the Medical College, Madras, and after resigning his connection with the Ceylon Civil Medical Department. We offer our heartfelt condolences to the bereaved family. Of Dr. Paul's daughters the eldest is married to Dr. Nicholas, Medical Officer, Kalmunai, Batticaloa, his second daughter to Mr. Sanmugampillai, B. A. Headmaster Jaffna Central College, and another daughter to Mr. Mather, son of Mr. William Mather, Agent of the Ceylon Steamship Company.

### LOCAL & GENERAL.

The Government Agent—Mr. Ievers left here for Mullaitivu on the morning of the 19th Instant. After remaining a short time at Mullaitivu he will proceed with Mrs. Ievers to Colombo via Vavuniya to be present at the Darbar of Government Agents which is to be held next month. From the Metropolis he will embark for England with Mrs. Ievers on four months leave of absence. It is not yet known who will be his *locum tenens*. It is said that even Mr. Ievers does not know who will be his temporary successor. All the Headmen of the District assembled in the Kachcheri on the 18th to bid the Government Agent farewell.

The Jaffna F. N. S. Hospital—A Meeting was to have been held at Vannarpoonnai on the 19th Instant to protest against the withdrawal of the Visiting Surgeon from this Hospital. But it did not take place owing to paucity of attendance. Now that Dr. Paul is no more it behoves the Jaffna public to bury all differences and to see the Hospital placed on a satisfactory footing by the appointment of a fully qualified medical officer in charge of it. We hope the Committee will soon meet and appoint a successor to Dr. Paul.

A Cold Blooded Murder—At Kokuvil East, about two miles from the Town, a Palla man was stabbed on the night of the 16th Instant, by his own brother-in-law, and death was almost instantaneous. Information having been given to the Police Vidhan of the place, the murderer and his accomplice were, the very same night arrested by the Vidhan and taken to the Police Station. The next morning, the Police Magistrate held an inquest on the spot where the murder took place in the presence of the Superintendent and Inspector of Police. Witnesses consisting of the relations of the deceased and the accused deposed to seeing the stab inflicted by one of the accused and a blow dealt with a club by the other accused. It is said that the accused were so much under the influence of liquor that the man who stabbed the deceased after inflicting the fatal injury went to the Vidhan's house to make a false complaint against the deceased to the effect that his wife was injured by him (deceased); and the other went from house to house to inform the deceased's relations that he was seriously injured by the other accused. Neither of them was aware at that time that the man was dead. But for the promptitude of the Vidhan both the accused who are well made and strong men would have escaped arrest in the dead of the night as soon as they became aware that the man whom they assaulted and stabbed had died of the injuries caused by them. Great credit is due to Vidhan Appadurai for the effective measures adopted by him for the arrest of the accused and the production of sufficient evidence to implicate the accused, without giving time to friends of the accused to suppress evidence and save the culprits from receiving their deserts.

Tobacco—The crops in all places are being cut and cured. The price of tobacco has considerably increased here on account of the damage to the crops caused by the floods of

last month. The merchants have already commenced to purchase in right earnest.

Mr. C. Ponniyah—This gentleman who is the Salt-storekeeper of Batticaloa, arrived in Jaffna on the 15th Instant with Mrs. Ponniyah and children. He has gone to Colombo on a visit leaving his family in Jaffna. He is a son-in-law of the late Dr. Convington and a brother-in-law of Mr. R. W. Allegacion, Police Magistrate of Point Pedro and Chavakacheri.

Crown Land sale—Thirty four allotments of Crown land situated in the Tenmaradchi division aggregating in all about 300 acres were put up for sale at the Rest House at Chavakacheri on the 16th Instant by Mr. Leak, the Office Assistant to the Government Agent, and only about 90 acres were sold for Rs 1,500, of which 5 acres described as a tank realized Rs. 625. There were no bidders for the other lots.

Matrimonial—A Marriage has been arranged between Mr. I. Sinnayah, Medical officer Pottivil, who is now here among his relations and Miss Chellamma Valuppillai daughter of Mr. S. Veluppillai, Head Overseer, P. W. D. Kandy. The ceremony which is to take place at the bride's place at Ailly will be performed according to Hindu rites.—Cor.

### HAMBANTOTA.

The death, which occurred at 5-30 o'clock on the 12th instant, of Mr. Kanakasaby Sinnatamby, the largest landed proprietor of Tissamaharama has cast a gloom over the town and throughout the District. The deceased gentleman had been subject to Malaria for a considerable period, and on consulting Dr. Keith, the Colonial Surgeon, S. P., during his last visit to Tissa, the patient was ordered to proceed to Galle. But when he arrived at Hambantota his condition turned so serious and alarming as to make further travelling inadvisable. The patient was accordingly removed to the house of Mr. N. Muttiah, the Postmaster, where despite Dr. Swan's able treatment and the careful nursing received, he departed surrounded by those near and dear to him. The late Mr. Sinnatamby was always of a genial temperament, generous to a fault and perfectly unostentatious in his ways, and his kind and hospitable manners won for him the regard and esteem of a host of friends to whom the news of his demise will come as a great shock. The hundreds of pilgrims who have visited Katragama in the past years may as well regretfully note that the charitable "Writer," (a name by which Mr. S. was better known) who used to take cart loads of rice, provisions, etc., and distributed them on such a lavish scale at and en route to Katragama, is no more. The large and representative gathering of all classes and denominations that followed the funeral procession, was a fitting tribute to the memory of one who was held in great regard and affection by all who came in contact with him.

The deceased leaves a wife, and an only son with whom the greatest sympathy is felt in their sad bereavement.—Cor.

### THE BADDEREDDE ESTATE CASE IN APPEAL.

JUDGMENT SET ASIDE AND PLAINTIFF'S ACTION DISMISSED.

Their Lordships the Puisne Justices presided at the Appeal Court to-day for the hearing of District Court Civil Appeals, and amongst the judgments delivered was the following in the Badderedde estate case:—

Per LAWRIE, S. P. J.—This is an action to set aside a conveyance dated May 9th 1897 executed by the first defendant Nanny Tamby to the second defendant Senathirajah. It is alleged that it was executed in collusion and fraud of the plaintiffs and other heirs of an intestate estate of which the vendor was the administrator. Three steps in the transactions preceding the 8th May are challenged as fraudulent. First, a promise by the second defendant made on the 12th March that he would bid and purchase on behalf of Nanny Tamby as an individual at the auction to be held on 13th March of a half share of Badderedde estate. Second, the conduct of the sale, inasmuch as the defendants contrived to have the estate knocked down at a nominal price. Third, a promise by Senathirajah to transfer the estate to Nanny Tamby personally so that it should pass from the heirs. If the plaintiffs had proved fraud, collusion and misconduct on 12th and 13th March, then the transfer of 8th May which they allege was executed to carry out the earlier fraud must also be fraudulent. In my opinion it is proved that Senathirajah was not the real purchaser on 13th March, that he then did not mean to buy the estate, that he lent his name to another. Now if it was intended that the person for whose benefit Senathirajah interposed, to whom he lent his name, and in trust for whom he purchased was Nanny Tamby personally, then the plaintiffs would have right to have the 8th May set aside as fraudulent. Now the



never presumed; it must be proved. Senathirajah did not give evidence. Nanny Tamby in his answer and at the trial denied that he had any intention of defrauding his daughters and grandchildren; that his object in asking Senathirajah to bid was to prevent the estate passing into the hands of strangers, for an inadequate price, and that the agreement was that Senathirajah should transfer to him as administrator and so put the estate and the heirs *in statu quo ante*. There seems to me to be nothing improbable in the statement that no fraud was intended. The District Court thought it right to order the sale of all the immovable property including Baddebedde, instead of the sale of some houses which was at first proposed. Baddebedde was a young estate not fully planted, and the parts planted were not at all in bearing. It was burdened with a mortgage in favour of Mr. Muttu Cumaru for Rs. 15,000, on which no interest had been paid and the debt, principal and interest amounted to above Rs. 27,000. It is doubtful whether Baddebedde as it then stood was worth that sum. Mr. Ramanathan (who visited the estate in March) had advised his relative Mr. Muttu Cumaru not to buy it, to have nothing to do with it. It was not unreasonable in the administrator to get a friendly bidder to interpose and to buy, and the only question is whether that person interposed for the benefit of the estate and was to reconvey to the administrator, or whether he was to interpose for the benefit of Nanny Tamby himself to the prejudice of his daughters and grandchildren. The evidence seems to me to establish that Senathirajah interposed for the administrator and not for an individual having an adverse interest to the estate. The other fraud imputed is the contrivance to have the estate knocked down to Mr. Senathirajah for a nominal sum. I think there is no proof of such contrivance. There was too few bidders, but the sale was conducted openly and any objection to it should have been stated at once. The heirs were not prejudiced if the purchase for Rs. 100 was really for them. The action rests on the allegation of fraud in the agreement of 12th March, and in the conduct of the sale on the 13th March, and of the subsequent conveyance of 8th May, and must be dismissed. The plaintiff contains no prayer that the second defendant be declared to hold the estate in trust for the administrator, nor does it ask for a conveyance by Senathirajah in terms of the agreement of 12th March. If such an action be instituted, it will be necessary to consider Senathirajah's position towards the administrator. I would set aside and dismiss the action. I agree to my brother's wish that no costs be given.

*Per MONCREIFF, J. P. J.*—Nanny Tamby, the first defendant was administrator of the estate of his deceased wife. At his instance and by leave of the Judge of the District Court of Colombo, the half of a property named Baddebedde which formed part of his wife's estate was sold by public auction on the 13th of March 1897. The property was knocked down for Rs. 100, to Senathirajah, the second defendant, who is the husband of a granddaughter of Nanny Tamby. At the suit of one of the heirs of the late Mrs. Nanny Tamby, (to whom her husband was jointed) the Judge of the District Court of Colombo declared the sale to be void, and cancelled and annulled the deed No. 3880, dated the 8th of May 1897, which was a deed of transfer executed in pursuance of the above sale by Nanny Tamby in favour of Senathirajah. From that judgment the second defendant appealed. In the course of the argument, Counsel for the respondent experienced some difficulty in stating the grounds upon which the judgment of the District Judge could be supported. They appeared to be unable to state in plain English the position which they desired to take up, but so far as I could understand they placed before us two alternatives. The first contention is that Senathirajah bought as trustee and not on his own account; that the real purchaser was Nanny Tamby and that the judgment of the Court below simply cancelled the sale to Nanny Tamby, and that on the ground that being administrator he could not sell any part of his wife's estate to himself. If this were a correct description of what occurred no doubt the sale could not stand. By English Law the administrator is disabled from carrying out such transactions. He is equally disabled according to the Civil Law, and even if Senathirajah had bought as *persona interposita*, it is doubtful whether the sale could be fairly said to have taken place *palam et boni fide*. But where is the proof? Nanny Tamby was a man who spoke at random and no reliance can be placed on his testimony. Senathirajah has given us no assistance. I think he should have done so. There is nothing in the case which tells so much against him. All that we have from him is to be found in a few obscure phrases in the correspondence. I can find nothing in the evidence to justify the contention that Senathirajah bought as trustee, and I find a great deal to persuade me that he never had any intention of buying in such a capacity. The second proposition is that Senathirajah bought under a compact with Nanny Tamby which was corrupt and in fraud of the heirs; that he agreed to bid for and buy the property when it was put up for sale, and that the moment his purchase was complete to retransfer to Nanny Tamby. Now if this sale, and the transfer of the 8th May 1897, were the part performance of a fraudulent compact, although the compact was never carried to completion, they are liable to be set aside as part of a vicious fraudulent transaction. But what is the evidence

of respect as to the value of the property put up for sale. Senathirajah bought it for Rs. 100, but there is nothing to shew that it was worth a cent. On the contrary there is a good deal to suggest that at the time of the sale it was mortgaged beyond its value. Nanny Tamby indeed says in an expansive way that he believed it to be worth Rs. 100,000, but he was forced to admit that he (the administrator) had not paid a cent into Court because the assets of his wife's estate were not sufficient to pay the debts. In the next place Nanny Tamby, who is essential to the case of the plaintiffs, declares that the agreement was that the land was to be re-transferred by Senathirajah to him in his capacity of administrator. It was not however until he had entered upon his period of penitence that he disclosed the generous intention towards the heirs of his wife with which he had entered into this negotiation. I find his statements to be the more open to doubt, because I am unable to see any meaning or utility in such an arrangement. We were informed that the sale was authorised by the District Court Judge, but there was no compulsion in the matter, and I cannot understand the object of a sale which was to place all the parties in the position they occupied before it took place. This view seems to have struck Nanny Tamby's own Counsel and also Counsel for the plaintiffs because they both maintained that it was his intention to obtain a re-transfer to himself in person. I believe that Nanny Tamby meant that the property should be re-transferred to him in his personal capacity. There is not a word in his letters disclosing an intention of becoming re-possessed of it as administrator. The draft conveyance which was drawn up by the Notary on his instructions for the signature of Senathirajah, and for the re-transfer of the property to himself is a re-conveyance of the property to Nanny Tamby in his personal capacity. But what weighs with me on this point as much as anything else is that Nanny Tamby had on a previous occasion under singular circumstances sold a house forming part of his wife's estate to one Sinnetamby. The following are his own observations upon that sale "Sinnetamby is not a pauper. He has since re-transferred to me one of the properties sold to him. Before the sale I had arranged with him for a re-transfer if he was not satisfied with it. I got it for the benefit of my heirs. I sold the land to Sinnetamby as administrator for Rs. 1500. He did not pay me the money on the next day. He transferred it to me in my own name and not as administrator." Nanny Tamby doubtless did not, in speaking to Senathirajah put the dot's upon the i's, and I dare say Senathirajah was careful not to force him. I am, however, unable to find anything in the correspondence or evidence to shew that Senathirajah ever entertained the question whether the re-transfer was to be to Nanny Tamby in his personal or fiduciary capacity. His letter of the 12th of March marked N. 1, which of course bound him to nothing, suggests that he meant to re-transfer the property, but there is nothing in it to shew that he was not buying on his own account, or that he meant to transfer to Nanny Tamby as administrator, or that he did not intend to re-transfer on certain terms or conditions which had been already discussed and were known to Nanny Tamby. It is true that some time after the sale he is found to have endeavoured, in conjunction with Nanny Tamby, to mortgage the whole of the Baddebedde estate for Rs. 35,000, a sum exceeding the burdens upon the property by Rs. 8,000—he in his capacity of owner of one half of the estate, and Nanny Tamby as owner of the other half. No doubt this appears to be inconsistent with an intention to re-transfer the portion he had bought for Nanny Tamby as administrator, but it may very well be that, by that time he had realised that Nanny Tamby would not agree to the terms upon which he was willing to re-transfer the property. That is all we know of Senathirajah's mind on the subject. He entered into no binding contract. We do not know whether he contemplated a re-transfer to the administrator or to the person. As to the terms upon which he was prepared to re-transfer we know nothing. We can only conjecture. There is therefore in my opinion no proof of fraud, and there is no evidence upon which the case of the plaintiffs or the judgment of the District Judge can be supported. I agree that the appeal should be allowed and that the judgment of the District Court Judge should be reversed, but without costs, because the litigation has been embarrassed, and possibly the appeal to this Court rendered necessary, by the second defendant's omission to tender himself as a witness in the Court below.

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## IN THE DISTRICT COURT OF JAFFNA.

ORDER NISI.

Testamentary }  
Jurisdiction } No. 1061  
Class I

In the Matter of the Estate of the late Naina Mohammedu Nachchia widow of Mohammedu Meera Lebbai of Vannarponnai.

Deceased.  
Naina Mohammedu Naina Mohammedu Saibo of Vannarponnai  
Meydeen Nachchia wife of Naina Mohammedu Saibo of Vannarponnai West.

Respondent.  
This Matter of the Petition of Naina Mohammedu Naina Mohammedu Saibo of Vannarponnai praying for Letters of Administration to the Estate of the above-named deceased Naina Mohammedu Nachchia widow of Mohammedu Lebbai coming on for disposal before C. Eardley Wilmot Esquire, District Judge, on the 4th day of May 1900 in the presence of Messrs Casipillai and Cathiravelu Proctors on the part of the Petitioner and affidavit of the Petitioner dated the 3rd day of May 1900 having been read, it is declared that the Petitioner is the Guardian of the heir of the said intestate and is entitled to have Letters of Administration to the estate of the said intestate issued to him unless the Respondent or any other person shall on or, before the 11th day of June 1900 show sufficient cause to the satisfaction of this Court to the contrary.

Signed this 4th day of May 1900

Signed C. Eardley Wilmot  
District Judge.

## IN THE DISTRICT COURT OF JAFFNA.

ORDER NISI.

Testamentary }  
Jurisdiction } No. 1062  
Class I

In the Matter of the Estate of the late Mariappillai widow of Mariappillai of Karaveddy West

Deceased  
Mariappillai Santiappillai of Karaveddy West  
Mariappillai Anthoppillai of Karaveddy West  
Respondent

This matter of the Petition of Mariappillai Santiappillai of Karaveddy West praying for Letters of Administration of the estate of the above-named deceased Mariappillai widow of Mariappillai of Karaveddy West coming on for disposal before C. Eardley Wilmot Esquire, District Judge, on the 5th day of May 1900 in the presence of Messrs. Casipillai & Cathiravelu Proctors on the part of Petitioner and affidavit of the Petitioner dated the 4th day of May 1900 having been read, it is declared that the Petitioner is one of the heirs of the said intestate and is entitled to have Letters of Administration to the estate of the said intestate issued to him unless the Respondent or any other person shall on or, before the 11th day of June 1900 show sufficient cause to the satisfaction of this Court to the contrary.

Signed this 5th day of May 1900.

Signed/C Eardley Wilmot  
District Judge