

together, to

... against Luxumon for the
the latter has clearly been guilty of. I must therefore
favor of Anunt and others and the decree of the Prince
Suder ameen is now therefore confirmed with all costs

18th September
1863

(Signed) R. F. MacTies
District judge

True copy

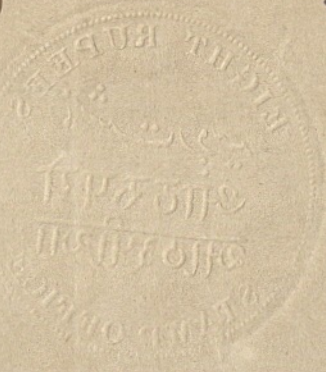
W. MacTies
District judge.

position of his honesty, and there can
rate, Luxumon has committed a gross fraud, I find
that the sale of the land to Anunt and others was genuine
that they must recover possession. If Shidoo's mortgage

to find it shown, whether bona
ignorant of this fraud, for fraud it was, to pass off, as
property, that which he had sold 3 months before, but the pre-
sumption is that a suit having been brought, an admission
being made, no proof of the bond being offered, a fraud
intended by Luxumon at any rate, he knew he was comm-
fraud in executing a mortgage deed regarding land which
passed out of his hands 3 months before, but - Shidoo may
have been ignorant of this and may have lent money on the
thinking the transaction was all genuine; but his not producing
the bond when he was sued for possession is against the
position of his honesty, and there can be no doubt, that
at rate, Luxumon has committed a gross fraud, I find
that they of the land to anunt and others was genuine,
that they must recover possession. If Shidoo's mortgage

A 15790

W. B. Peck - to 24 Decr 1863 to Lusatian bin Letten Chanoy
Kauayubouly
H. B. A. d.



23769

6
Vol. 2000 1863

Special Appeal
189/1864

Case 189/1864

W. B. Peck
to 24 Decr 1863
to Lusatian bin Letten Chanoy
Kauayubouly
H. B. A. d.

W. B. Peck

189/1864

W. B. Peck

189/1864

895

Register

1863

4/2/64

Memo. of special Appeal

N^o 825 on the File

N^o 232 of 1863 on the District file.

Applicant

Lakshman bin seti mane of Mouze
Manewadi Mouze Patkhul Talooka in
Sattara.

Opposite party.

Ragho Anunt deceased his son
and heir Anunt Raghonath
Koolkurni, Ramaji alias Ram-
chandra Anunt and Vishnoo Anunt
Koolkurni of Mouze Patkhul Talooka

~~to possession~~ N^o 125.

and others of the grounds of objection to the
decision appealed against are -

1. That a substantial error in
law has occurred in the investi-
gation ^{of the case which has produced} error in the decision of the
Case upon its merits, in that the
aff^{idavit} to the Respondent was incom-
plete since he was not put in posses-
sion.

2 That even admitting that he

N^o 189 of 1864
Special

and
Luxu

he was put in possession, it was for him to shew how he was dispossessed, whereas he has not done so.

3. That as the mortgage to the Appellant is with possession it is preferable to the sale to the Respondent which was not followed by possession and is consequently incomplete.

Dated 14th December 1863

1 signed of Lukhshumun bin
sewa eeane markafi
plough made with his
own hand
and translation

Witnessed by
Translator

key. The
rec po



Appeal No. 232 of 1863

Takeels
Krishnaya Venak & Appellants (Defendants) Luxumon bin
Shete and Shidos
bin Mooraree

vs
Dajee Krishna & Respondents (Plaintiffs) Anunt, Ramehun
dra and Vishnu sons
and heirs of the deceased
Ragho

Original claim filed 22nd November 1860 for Rs 125.....

Decided 23rd May 1863

for Rs 125.....

App. filed 10 July 1863

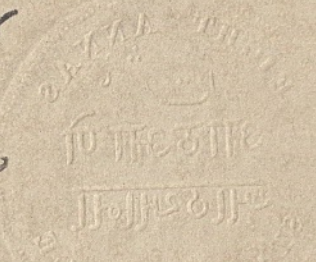
Anunt and others sued Luxumon and others on a deed of sale dated 19th 1780, to recover possession of some land, arable, and close to a house, which they said Luxumon had sold them, under the above deed, and had given them possession, and that after this, Shidos the 2nd Defendant got a decree against Luxumon and under this, attached and took possession of this ground, as Luxumon's property notwithstanding that it had previously been sold to Anunt and others, and they, the Plaintiffs, therefore, sued both Luxumon, and Shidos, to recover it.

Luxumon's defence was, that this deed of sale, was a "make-up," that the value of the land was not stated correctly in the plaint, and that it is still entered in the Government books as his, though it has gone into Shidos's possession, that Anunt and others never got possession.

AT84815

2003232 (unclear) (unclear)

~~Handwritten scribbles and lines~~



1000

Handwritten scribbles

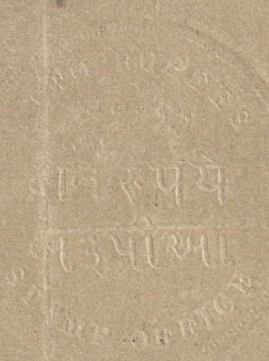
Handwritten scribbles

Handwritten scribbles

Handwritten scribbles



~~Handwritten text at the top left, possibly a title or header.~~



Handwritten notes or signatures in the top right corner, including the number '126' and some illegible characters.

~~Handwritten line of text, possibly a title or section header.~~

~~Three lines of handwritten text, likely the main body of the document.~~

~~Handwritten notes or signatures on the right side, possibly a signature or date.~~

~~Handwritten text in the middle of the page, possibly a date or a specific reference.~~

~~Multiple lines of handwritten text at the bottom of the page, possibly a conclusion or a list of items.~~

~~Handwritten scribble~~

~~Handwritten scribble~~

~~Handwritten scribble~~

~~Handwritten scribble~~

~~୧ ମହାରାଜାଙ୍କୁ ଉପସ୍ଥାପନା ପତ୍ର~~

~~ପତ୍ର~~

~~୨ ମହାରାଜାଙ୍କୁ ଉପସ୍ଥାପନା ପତ୍ର~~

Respected Sir,

This is a Pratinama sent by the Special Appellant in Special Appeal No 189 of 1864. The appellant has presented the Special Appeal in person and no Vakil has been engaged by him. This Pratinama is returned by post.

Yours most obedient

Haji Bani

Chief Clerk

Please take the papers 4/4/64.

in the Court
RHS

4/4/64

over possession of
the property therein named, to Anunt and others, who are shown
to have held possession, for some time, about 2 years, since the
transfer.

As to No 2 The date of the deed is gesht shood 9. 1780 Shukrey. The
mortgage bond of Shidoo is not produced, but from the decree pas-
sed on it, its date appears to be Whadrapud wud 1. 1780 or about
3 months after the sale of the property to Anunt and others.

As to No 3 I find therefore from the date of this mortgage being
subsequent to that of the sale, that the latter is null and void
together, in

it find it shown, whether bond is void, also
ignorant of this fraud, for fraud it was, to pass off, as

property, that which he had sold 3 months before, but the pre-
sumption is that a suit having been brought, an admission
being made, no proof of the bond being offered, a fraud

intended by Luxumon at any rate, he knew he was comm-
fraud in executing a mortgage deed regarding land which

passed out of his hands 3 months before, but Shidoo may
have been ignorant of this and may have lent money on the

thinking the transaction was all genuine, but his not pro-
vide when he was sued

Is this deed of sale proved to have been properly signed and
delivered to Anunt and others?

2nd What is its date? before, or after, the (alleged) mortgage of
Shidoo on this property?

3rd Is this mortgage of Shidoo, genuine or not?

As to No 1 I find it proved by the evidence of several witnesses
that this deed of sale was signed and delivered to Anunt and
others, who is also shown to have signed

Handwritten notes on the right margin, including the number 437 and other illegible text.

and under a decree against Luxumon, and unless the amount of the mortgage which he held on it, from Luxumon be paid, he need not restore the land. -

The Principal Suder Ameen found the deed of sale proved, and that the sale to Anunt and others was all regular, and that the mortgage of Shidoo and Luxumon, was a conspiracy to defraud, as the date of the mortgage was subsequent to that of the sale, and the answer of Luxumon to the claim of Shidoo was an admission of the claim, and he found for Anunt and others.

Luxumon and others, Appeal, saying: -

1st That if the sale were genuine the land would have been entered in Anunt's name.

2nd That untill the mortgage money, due on the land, be paid the land cannot be given up.

The issues for decision are: -

... against Luxumon for the fine the latter has clearly been guilty of. I must therefore give the favor of Anunt and others and the decree of the Principal Suder Ameen is now therefore confirmed with all costs.

12th September
1863

Signed R. J. Macleod

District judge

True copy

R. J. Macleod
District judge.