

IN THE PRIVY COUNCIL

No. 14 of 1965

ON APPEAL FROM THE SUPREME COURT OF CEYLON

B E T W E E N:

UNIVERSITY OF LONDON  
**INSTITUTE OF ADVANCED**  
 LEGAL STUDIES  
 18 MAR 1963  
 25 RUSSELL SQUARE  
 LONDON, W.C.1.

1. AMBALAVANAR GANESHAN
2. SELVAKANMANIAMMAL (wife of Appellant No. 1)
3. SANGARAPILLAI PARAMESWARAN
4. NAGARAJESWARY (wife of Appellant No. 3)

(Plaintiffs) Appellants

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- and -

1. RAJARATNAM ARULPRAGASAM
2. WALLIAMMAI (wife of Respondent No. 1)
3. VAIRAVI SINNIAH
4. MAHILLAMMAH (wife of Respondent No. 3)

(Defendants) Respondents

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CASE FOR THE RESPONDENTS

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20 1. This is an appeal from a Judgment and Decree of the Supreme Court of Ceylon, dated the 3rd September, 1963, allowing an appeal from a Judgment and Decree of the District Court of Jaffna, dated the 22nd August, 1960, whereby, in an action instituted by the Appellants (hereinafter also referred to as "the Plaintiffs") against the Respondents (hereinafter also called "the Defendants") in respect of the ownership of an undivided half-share of certain land in Jaffna, it was held, inter alia, that the 2nd and 4th Plaintiffs were entitled to a declaration that they were entitled to a half-share of the said land and that the 1st and 2nd Defendants should be ejected therefrom. In allowing the appeal the Supreme Court set aside the said Judgment and Decree of the District Court and dismissed the action with costs. pp.54-59 pp.38-47 p.46,11. 28-36 pp.58-59

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40 2. The 2nd and 4th Plaintiffs founded their claim to ownership of the half-share in the said land upon their interpretation of deed of donation No.21891 whereunder, they said, the whole of the land in question was donated by their grandfather to

his two sons in equal shares subject to a fidei commissum which, in the events that occurred operated to vest ownership of the said half-share in the land in the 2nd and 4th Plaintiffs and invalidated all transfers of the land in breach thereof.

The Defendants' case was, and is, that the terms of the said deed did not create a valid fidei commissum and nothing in it can reasonably be said to affect their lawful and absolute title to the land which, under regular deeds of purchase and sale, they claim.

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Ex.Pl.  
p.73

3. The main question for determination on this appeal is whether or not, on a true interpretation of the said deed No.21891 it can reasonably be said that, by its terms, the donor had created a valid fidei commissum which, on the death of his surviving son, lawfully vested the title to the said half-share in the land in the 2nd and 4th Appellants, invalidating thus the bona fide transactions of purchase and sale upon which the Respondents base their claim.

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Ex.Pl.  
p.73

p.54,  
l.34 to  
p.55, l.8

4. The said deed No.21891 was in the Tamil language and, at the trial, an English translation thereof was produced by each side (Exs. P1 and Ex.1 D19). The translations however differed from each other. The District Court considered that the translation produced by the Plaintiffs was the more accurate of the two and relied on that translation. The Supreme Court also relied on the same translation but solely on the ground that it complied with the provisions of Section 118 of the Civil Procedure Code being signed by a Sworn Translator of the Court whereas the translation produced by the Defendants was signed by a Proctor who was not a Sworn Translator and the reading of this translation would not therefore be in accordance with the said Section 118 which is as follows:-

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"118. No translation of any document tendered in evidence in any Court shall be permitted to be read as a translation of such document, unless the same shall be signed by an interpreter of the Supreme Court, or by a Government sworn translator or by a sworn translator or interpreter of some District Court or Court of Requests."

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It is respectfully submitted that the learned Judges of the Supreme Court were in error

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in rejecting the translation (Ex.1 D19) produced at the trial by the Defendants on the said ground. The provisions of Section 118 of the Civil Procedure Code have, in the Respondents' respectful submission, no application to a case in which the translation produced is that of an expert witness who gives evidence in support thereof - as occurred in this case in which the Defendants' witness (R.N. Sivapiragasam), a Proctor and Notary, gave evidence in support of his translation and disagreeing with the accuracy of that produced by the Plaintiffs (Ex.P1) which, being that of a Sworn Translator, was permitted to be read without any oral evidence in support.

5. By the said deed of donation (Ex.P1 - the Plaintiffs' translation) - the donor donated, in equal shares, to his two sons, the lands therein specifically described (inclusive of the land the ownership of which is now in dispute) but subject to the following -

Ex.P1, p.73

"CONDITIONS

"1. I do hereby reserve to myself the right and power at my discretion to alienate the said lands or any of them or any portion of the said lands during my lifetime by way of transfer, donation, dowry or in any other manner or to encumber them by way of mortgage, otty mortgage or in any other manner or to revoke and cancel this gift.

p.73,  
11.32-36

"2. I do hereby declare and enjoin that the donees shall not within a period of twenty-five years from the date of my death alienate the said lands by way of transfer, donation, dowry or by any other document, that they should allow the said lands to devolve on their children by way of mudusom" [see infra] "and may only give the said lands to their children by way of donation or dowry, that they shall have no power to encumber the said lands by way of mortgage, otty or security or by any other document and that the said lands shall not be liable to be executable for any debts incurred by them.

p.73, 1.37  
to p.74,  
1.4

"I do hereby nominate and appoint their grandfather Ilanthalaivasingha Irangunathamudaliyai Thillainather of Vannaiponnai east and Saravanamuttu Ambalavaner of Vaddukkodai east after me and give them power to jointly and severally look after and manage the said properties

p.74.11.5-  
11

and to utilise the produce and income thereof for the food, clothing and education of the said Kathiravetpillai and Kumaravetpillai and for their wives and children during the said period."

In Section 15 of the Jaffna Matrimonial Rights and Inheritance Ordinance (C.48), which applies to the parties, the term "mudusom" is defined as "Property devolving on a person by descent at the death of his or her parent or any other ancestor in the ascending line".

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Ex.1D19,  
pp.75-76

6. According to the Defendants' said expert witness (R.N. Sivapiragasam) and his translation (Ex.1D19) the donor, in the Tamil deed of donation No. 21891 which was executed in favour of his two sons, stated, inter alia, as follows:-

p.75, 11.  
33-36

"I do hereby for and in consideration of the natural love and affection which I have and bear unto these persons by way gift, grant unto these persons in equal shares the lands with their appurtenances ..... but subject to the following conditions of execution.

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#### CONDITIONS OF EXECUTION

p.75, 11.  
37-41

"I shall have the full right and power during my lifetime, to alienate by any instrument, such as a deed of transfer, gift or dower or to encumber by any instrument such as a deed or mortgage, otty mortgage or security the said lands or any of them or any portion thereof or to revoke this gift.

p.76, 11.  
1-7

"I hereby bind and declare that these persons except granting as mudusom, gift or dower these lands to their children within twenty-five years of my death shall not otherwise alienate these lands by any instrument such as a deed of transfer gift or dower or encumber them by any instrument such as a deed of mortgage otty mortgage or security and bind and declare further that these lands shall not be made liable for any debts incurred by these persons.

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p.76, 11.  
8-15

"I hereby nominate and appoint as trustees the grandfather of these persons Ilanthalayasingha Irahunatha Mudaliyar Thillenather of Vannarponnai East and Saravanamuthu Ambalawanar of Vadduroddai

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East and constitute them trustees delegating to them jointly and severally powers as such trustees for the purpose of superintending and managing, after my lifetime the said lands and utilising the income and benefits thereof for the requirements of food, clothing, education, wife and children of each of the said Kathiravelupillai and Kumaravelupillai" [the donor's two sons/.

7. The facts are as follows :-

10 The 2nd and 4th Plaintiffs, together with their respective husbands the 1st and 3rd Plaintiffs, filed this action in the District Court of Jaffna against the 1st and 3rd Defendants and their respective wives the 2nd and 4th Defendants, on the 16th June 1959.

In their Plaint, the Plaintiffs stated their case as follows :-

pp.9-11

20 One Vinasithamby Murugesapillai owned the land described in the Schedule to the Plaint, in extent about 31 Ims. P.C. By deed No. 21891, dated the 3rd March, 1921, he donated the same in equal shares to his two sons Kumaravetpillai and Kathiravetpillai - subject to conditions which amounted to a fidei commissum in favour of their children for a period of 25 years from the date of the donor's death. The said Kumaravetpillai died intestate and without issue in his father's lifetime and his half-share reverted to his father, the donor. The father died on the 27th August, 1921, and by his will he devised the said half share, which had reverted to him on Kumaravetpillai's death, to his other and surviving son  
30 Kathiravetpillai.

Kathiravetpillai, by deed No. 18637 [Ex.P.37], dated the 11th November, 1929, sold the half share which he had taken under his father's will to one Valupillai Vallipuram. The other half-share which he had received under the said deed No.21891 be continued to hold but subject to the fidei commissum which, the Plaintiffs alleged, was contained in the said deed. On his death, on the  
40 20th October, 1941, his two daughters, the 2nd and 4th Plaintiffs, became entitled to this last-mentioned half-share as fidei commissaries.

p.10,11.  
1-3  
Ex.P3, p.  
81  
p.10,11.  
4-8

8. As to the claim of the 1st and 2nd Defendants to ownership of the said half share of the land under deed of transfer No.224, dated the 3rd February, 1943 [Ex.1D6], by which one Dr. Kandasamy, as Administrator of Kathiravetpillai's estate in

p.10,11.27  
39 Ex.1D6,  
p.99

Testamentary Case No.1042, D.C. Jaffna, had, under authority of Court, executed a conveyance of the said half-share in favour of the Defendants, the Plaintiffs said that they were not "properly represented" in the said Case, that the said Administrator was not entitled to sell the said half-share and that the Court, in authorising him to do so, had acted without jurisdiction.

As to the 3rd and 4th Defendants, the Plaintiffs said:

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p.10,11.  
5-14

"13. The 3rd and 4th Defendants are made parties as they have become entitled to the undivided half-share which was sold by the said deed No.18637 and ..... they are made parties as owners of the remaining undivided half-share to give them notice of this action."

9. Relevant portions of the Plaintiffs' prayer were as follows:-

p.11,11.  
5-14

"(a) That the 2nd and 4th Plaintiffs be declared entitled to the said undivided half-share of the said land .....

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"(b) That the 2nd and 4th Plaintiffs be placed in peaceful possession thereof and the 1st and 2nd Defendants be ejected therefrom."

The Plaintiffs did not seek any relief against the 3rd and 4th Defendants who, as the undisputed owners of the undivided half-share which Kathiravetpillai had taken under his father's will and which he had sold to the predecessor in title of the said Defendants, were made parties only to give them notice of the action.

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pp.17-20

10. By their Answer, dated the 11th September, 1959, the 1st and 2nd Defendants denied that the said deed No.21891 created a valid fidei commissum as the Plaintiffs had alleged.

In support of their own title they said:-

"7...Kathiravetpillai was the absolute owner of the said land and on his death his estate was administered in Testamentary Case No. 1042 D.C. Jaffna. By Order of Court, dated

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10 5th February, 1943, made in the said Case No. 1042, the Administrator of the said estate Dr. Murugesapillay Kandasamy was authorised to sell and convey to Sanmugam Velupillay Sanmugampillay of Kokkuvil the right, title and interest of the said Kathiravetpillai in the said land. Accordingly, the said Sanmugampillay became the purchaser of the said land by virtue of deed of transfer No.224 dated the 3rd February, 1943" /Ex.1D6/ .....These Defendants further plead that by the said Order and the Orders made in the said Testamentary Case, the Plaintiffs are estopped from denying the validity of the said deed No.224.

20 "8. After the execution of the said deed No.224, the said land was amicably partitioned among the co-owners in or about the year 1943 and a divided extent of 15 Ims P.C. and 1 Kuly on the south of the entire land was allotted to the said Sanmugampillay. p.19,11. 7-10

"9. Since the time of the said partition the said Sanmugampillay and his successors in title have been in the undisturbed and uninterrupted possession of the said divided extent of 15 Ims. P.C. and 1 Kuly and have acquired a prescriptive right and title to the said divided extent of 15 Ims P.C. and 1 Kuly. p.19,11. 11-15

30 "10. The said Sanmugampillay also improved the said land ..... p.19,11. 16-18

"11. By deed No.5459 dated the 4th December, 1954" /Ex.1D10/..... the said Sanmugampillay transferred by way of dowry to the 2nd Defendant a divided 5 Ims. P.C. and 7 Kls. on the west out of the said divided extent of 15 Ims. P.C....." Ex.1 D10, p.105 p.19, 11. 19-23

40 In paragraph 12 of their Answer the Defendants said that the 2nd Defendant had acquired a prescriptive right and title to the said 5 Ims. P.C. and 7 Kls., and in paragraph 13 they stated that the said Sanmugampillay was a bona fide purchaser without notice of the alleged fidei commissum which, even if created by deed No. 21891, was not therefore binding on him. p.19, 11. 28-42

The Defendants prayed, inter alia, for the dismissal of the action, with costs, and for a p.19-20

declaration that the 2nd Defendant was entitled to the land described in the Schedule to the Answer.

The Plaintiffs' Replication, dated the 2nd October, is printed on pages 20 to 22 of the Record.

11. Of the relevant Issues framed in the action, the following were answered thus by the learned District Judge:-

- p.22,11.  
40-42                    "1. Did Kathiravetpillai become entitled to a half-share of the land described in the Schedule to the Plaint subject to a fidei commissum in favour of his children by virtue of deed No. 21891 of 3-3-21?" 10
- p.44,1.14            Answer:    "Yes".
- p.23,11.  
1-2                    "2. Did the said half share pass to the 2nd and 4th Plaintiffs by virtue of the said deed No.21891 on the death of the said Kathiravetpillai?"
- p.44,1.15            Answer:    "Yes". 20
- p.23,1.7             "4. Does the said deed No. 21891 create a valid fidei commissum?"
- p.44,1.18            Answer:    "Yes".
- p.23,11.  
8-10                  "5. Even if Issue No.4 is answered in the affirmative was the half-share conveyed by deed No.224 of 3rd February, 1943, and attested by Mr. V.K. Subramaniam subject to a fidei commissum?"
- p.44,1.19            Answer:    "Yes."
- p.23,11.  
13-16                "7. (a) Was the Administrator of the estate of ..... Kathiravetpillai in Testamentary Case No.1042 D.C. Jaffna authorised by this Court by Order, dated 5-2-43 to sell and convey to S.V. Sanmugampillai an undivided half share of the said land?" 30
- p.44,11.  
21-23                Answer:    "The Court purported to authorise the Administrator in Case. No.1042 Testamentary to sell an undivided half share of the land, but this was not a valid Order.

" (b) Did the 2nd and 4th Plaintiffs consent to the said sale by writing dated 20-12-42" /Minute of Consent filed in D.C. Jaffna Testamentary Case No.1042, Ex.1 D77.

p.23,11.  
17-18

Answer: "The 2nd and 4th Plaintiffs purported to consent but they were incompetent to give such consent".

p.44,11.  
24-25

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"8. Did the said Administrator by deed No. 224 referred to above sell and convey the said half share to the said S.V. Sanmugampillai?"

p.23,11.  
19-20

Answer: "Yes".

p.44,1.26

"9. If Issue 7(a) or 7(b) is answered in affirmative are the 2nd and 4th Plaintiffs estopped from denying the validity of the said deed No.224?"

p.23,11.21-  
23

Answer: "Does not arise. I would add that the 2nd and 4th Plaintiffs are not estopped from denying the validity of deed No.224".

p.44,11.27-  
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12. By his Judgment, dated the 22nd August, 1960, incorporating, inter alia, the said Answers to Issues (see paragraph 11 hereof) the learned District Judge, having examined the evidence before him, held that the Plaintiffs were entitled to Judgment as prayed for, with costs.

pp.38-45

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Interpreting Condition 2 in the Plaintiffs' translation of the said deed of donation No.21891 (see paragraph 5 and compare paragraph 6 hereof), the learned District Judge, for reasons that he gave, held that by the words he had used the donor had not given to his two sons a right to alienate their shares otherwise than by gift or dowry to their children. He expressed the view that "whichever translation is accepted the beneficiaries or fidei commissaries are indicated by P1 with certainty, i.e. giving by way of mudusom" /see paragraph 5 hereof/ "or donation or dowry is to the children of Kathiravetpillai and Kumaravetpillai or leaving the property to devolve on them. So the property was meant for the family and not to be alienated outside the family."

p.41,11.  
38-41

p.42,11.  
9-14

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As to the Order of the District Court in Case No.1042 Testamentary authorising the

p.42,11.  
39-p.43,  
1.3  
p.43,11.  
4-6

Administrator of Kathiravetpillai's estate to sell an undivided share of the land to the said Sanmugampillai, the learned District Judge said that in the said Case the 2nd and 4th Plaintiffs were not properly represented and the Court had acted without jurisdiction. He added: "Besides if Kathiravetpillai was holding this property as fiduciary and not as full owner the Order of Court to sell this property would not be valid. It did not form part of his estate".

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p.46-47

13. A Decree in accordance with the Judgment of the learned District Judge was drawn up on the 22nd August, 1960, and against the said Judgment and Decree the Defendants appealed to the Supreme Court of Ceylon on the grounds set out in their Petition of Appeal, dated the 2nd September, 1960 (printed on pages 48 to 53 of the Record).

pp.54-57

14. The appeal came up for hearing before a Bench of the Supreme Court consisting of Herat and Abeysundere J.J. who, by their Judgment, dated the 3rd September, 1963, allowed the appeal, set aside the Judgment and Decree of the District Court, and dismissed the action, with costs.

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p.54,1.  
34 to p.  
55,1.8

Delivering the main Judgment of the Court, Abeysundere J. (with whom Herat J. agreed) referred to the differing English translations of the said deed No. 21891 which each side had produced and, on grounds already referred to (see paragraph 4 hereof), he said that he would consider only the Plaintiffs' translation.

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Referring to the arguments of both sides on the true interpretation of Condition 2 in the said Deed (see paragraph 5 hereof) the learned Supreme Court Judge said:-

p.55,11.  
22-28

"Mr. H.V. Perera Q.C., who appeared for the 1st and 2nd Defendants - Appellants, argued that the Condition .... could not be reasonably construed to contain an imperative direction of the donor that each donee's undivided half share of the land in suit shall, upon the death of that donee, devolve on that donee's children. He contended that if there was no such imperative direction of the donor, there was no fidei commissum created by the deed P1 in favour of such children.

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"Mr. S. Sharvananda, who appeared for the Plaintiffs - Respondents, argued that, although there was no express fidei commissum created by the deed P1, there was an implied fidei commissum in favour of the said children. He relied on the following words of the Condition....:-

p.55,11.28-  
44

10 "I do hereby declare and enjoin ..... that they should allow the said lands to devolve on their children by way of mudusom ..... 'In a definition of "mudusom" see paragraph 5 hereof

20 "His argument was that it could be inferred from the words quoted above that the said Kathiravetpillai was the fiduciary in respect of the undivided half share of the land in suit donated to him by the deed P1 because he was enjoined by the donor to allow such half share to devolve on his children by way of 'mudusom', that such children were the persons to whom such half share was to pass from the fiduciary and were therefore the fidei commissaries, and that, as such half share was to devolve on such children by way of 'mudusom', the event upon the occurrence of which such half share was to pass to the fidei commissaries was the death of the fiduciary."

15. On the main question before him, the learned Supreme Court Judge said:-

30 "The question that has to be determined is whether, in regard to the undivided half share of the land in suit donated by the deed P1 to the said Kathiravetpillai, the donor has imperatively directed or merely permitted the devolution of such half share on the said Kathiravetpillai's children. If the donor has made such an imperative direction as aforesaid, there is good ground for holding that the deed P1 has created the fidei commissum claimed by the Plaintiffs - Respondents. If the donor has not made that imperative direction but has merely permitted such devolution as aforesaid, the claim of the Plaintiffs-Respondents fails. The determination of the aforesaid question depends on whether the meaning of the Tamil verb 'kodupatheanry' in the deed P1 contains a permissive or imperative notion."

p.55,1.45 to  
p.56,1.10  
Ex.P1.p.73

40 The learned Judge then examined the evidence bearing on the meaning of the said word

"kodupatheanry" and said that the evidence of the Tamil pundit Ehamparam, (who, it should be noted, was a witness for the Plaintiffs) indicated that the meaning of the word "contains a permissive and not an imperative notion".

16. The learned Supreme Court Judge pointed to further support for the view that the donor's language (in Condition 2 of the said deed No.21891 Ex.P1) as to the devolution of the half share of each of the two donees was permissive and not imperative. He said:-

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p.56,11.  
39-43

"The view that the Tamil verb "kodupatheanry" is permissive and not imperative gains support from the fact that the prohibition of alienation contained in the deed P1 is not such as can render effective the alleged direction of the donor in regard to the devolution of the donated property after the death of the donees.

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Ex.P1,  
p.73

p.56,1.43  
to p.57,1.  
8  
Ex.P1,p.73

"Only transfers inter vivos are prohibited in the deed P1. There is no prohibition of disposal by a last Will. Counsel for the Plaintiffs- Respondents argued that, as the donor declared and enjoined that the donees should allow their shares of the land in suit to devolve on their children by way of 'mudusom', [see paragraph 5 hereof] "there was an implied prohibition of the disposal of such shares by a last Will. When there is an express prohibition of alienation, any act of alienation not included in such prohibition must be presumed to be not prohibited. The express prohibition precludes further implied prohibition. The maxim 'expressio unius est exclusio alterius' applies to a deed in like manner as it applies to a statute. The freedom allowed by the donor to dispose of the said Kathiravetpillai's share of the land in suit by a last Will is inconsistent with the inference urged by Counsel for the Plaintiffs - Respondents that the donor has ordered the devolution of such share on the children of the said Kathiravetpillai by way of 'mudusom'."

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17. As to the restriction of the prohibition against alienation of the property donated to a period of twenty-five years from the date of the donor's death and the inferences to be drawn

therefrom, the learned Supreme Court Judge said:-

10 "The prohibition of alienation of the donated property by the donees is restricted by the donor to a period of twenty-five years from the date of the donor's death. The donees are therefore allowed to alienate the donated property after the lapse of the aforesaid period. The fact that such alienation has been allowed by the donor is an indication that he had no intention of determining the persons to whom the property shall pass after the death of the donees."

p.57,11.8-14

And, finally, he said:-

"As a fidei commissum is an odious fetter a deed that is alleged to create a fidei commissum must be strictly construed.

p.57,11.18-21

"I hold that the deed P1 has not created the fidei commissum claimed."

20 18. A Decree in accordance with the Judgment of the learned Judges of the Supreme Court was drawn up on the 3rd September, 1963, and against the said Judgment and Decree this appeal is now preferred to Her Majesty in Council, the Appellants having obtained leave to appeal by Orders of the Supreme Court, dated the 28th November, 1963, and the 19th February, 1964.

pp.57-59

pp.61,63

In the Respondents' respectful submission this appeal ought to be dismissed, with costs, for the following among other

### R E A S O N S

30 1. Because on a true interpretation of either of the said translations of the said donation deed No. 21891, in accordance with the Roman-Dutch law as applied in Ceylon, it cannot reasonably be said that, by the language he had used in the said deed, the donor intended to create and/or did in fact create, a fidei commissum.

40 2. Because nothing in the said deed rebuts the presumption of Roman-Dutch law that the donation of property confers upon the donee an absolute right to the ownership thereof free from any fetters thereon whether by means of a fidei commissum

or otherwise.

3. Because the donor's express reservation in his favour of (1) a power to alienate, transfer, encumber, etc. the land donated in his lifetime, and (2) an unconditional power to revoke the donation, indicates clearly and conclusively that he did not intend to create, and did not in fact create, a fidei commissum.

4. Because, contrary to the accepted principles and practice of the Roman-Dutch law as applied to the creation of a fidei commissum in Ceylon, the donor stipulated that the management of the property he had donated should, for a specified period after his death, be in the hands of persons who were strangers to the donation and this fact further supports the inference that he did not intend to, and did not in fact, create, a fidei commissum.

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5. Because the prohibition against alienation by the donees was invalid there being no clear designation, indication or description of the person or persons for whose benefit the prohibition was made.

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6. Because the limitation of the prohibition against alienation by the donees to a period of twenty-five years after the donor's death is inconsistent with the implied prohibition against alienation which is characteristic of a valid fidei commissum.

7. Because the donor did not specify or indicate as the creator of any valid fidei commissum would have done - the occasion, date and time of the vesting of the property donated in the fidei commissarii.

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8. Because it cannot reasonably be said that the donation deed contained, either expressly or by necessary implication, an imperative direction by the donor that the property he had donated to his sons should, on their deaths, devolve on their children and remain in the family.

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9. Because, for reasons stated therein, the Judgment of the Supreme Court was right and ought to be affirmed.

E.F.N. Gratiaen

R.K. Handoo

IN THE PRIVY COUNCIL  
ON APPEAL FROM THE SUPREME COURT  
OF CEYLON

B E T W E E N:

1. AMBALAVANAR GANESHAN
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  3. SANGARAPILLAI PARAMESWARAN
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1. RAJARATNAM ARULPRAGASAM
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- (Defendants) Respondents

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CASE FOR THE RESPONDENTS

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T.L. WILSON & CO.  
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