

MUSSAD  
2.  
THE COL-  
LECTOR OF  
MALABAR.

from Government cannot possibly give rise to an adverse title with respect to this item.

With these observations we set aside the decree of the Subordinate Judge and remit the appeal for re-hearing. The costs to be costs in the cause.

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## APPELLATE CIVIL.

*Before Mr. Justice Muttusámi Ayyar and Mr. Justice Parker.*

1887.  
January 27.

AHMED KUTTI (DEFENDANT), APPELLANT,

and

KUNHAMED (PLAINTIFF), RESPONDENT.\*

*Malabar law—Kanam—Construction of redemption clause—Time for redemption.*

The primary intention that a kanam is to be redeemed only after 12 years, can be negatived either expressly or by implication by a special clause. *Prathenpurayil Kuridipravan Kanara Kurup v. Prathenpurayil Kuridipravan Govindan* (I.L.R., 5 Mad., 311) distinguished.

APPEAL from the decree of W. P. Austin, District Judge of North Malabar, affirming the decree of A. Annasámi Ayyar, District Múnsif of Pynad, in suit No. 601 of 1885.

This was a suit brought in 1885 to redeem a certain paramba demised to the defendant under a kanam deed, dated 11th October 1880. The marupat (Exhibit A) contained the following clause:—

“When the paramba is demanded, I shall restore the same by receiving the kuikanam and kanam amount . . . . . according to the custom of the country.”

The defendant objected that he was entitled to hold the land for 12 years, but this objection was overruled by both the Lower Courts.

The defendant appealed to the High Court.

*Anantan Náyar* for appellant.

*Sankara Menon* for respondent.

The Court (Muttusámi Ayyar and Parker, JJ.) delivered the following

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\* Second Appeal 509 of 1886.

JUDGMENT:—We are of opinion that the construction placed by the Judge on Exhibit A is correct. The words, “when the paramba is demanded, I shall restore,” are inconsistent with the intention that the terms should continue for 12 years certain. It is no doubt true that when a kanam is granted, the primary intention is that it should be redeemed after the expiration of 12 years. But when that intention is negatived, either expressly or by necessary implication by a special clause, we do not consider that we are at liberty to introduce into the document words which we do not find in it, so to render the special provision operative only on the expiration of 12 years. The language of the document referred to in *Puthenpurayil Kuridipravan Kanara Kurup v. Puthenpurayil Kuridipravan Gocindan* (1) is not the same as in Exhibit A, nor have we that document before us. We consider that the second appeal cannot be supported, and we dismiss it with costs.

AHMED  
KUTTI  
v.  
KUNHAMED.

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## APPELLATE CIVIL.

*Before Mr. Justice Kernan and Mr. Justice Brandt.*

BURGESS AND OTHERS (PLAINTIFFS),

and

SIDDEN AND ANOTHER (DEFENDANTS).\*

1887.  
February 25.

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*Civil Procedure Code, ss. 404, 406—Application for permission to sue as paupers presented by several paupers jointly.*

The mere fact that several persons jointly present an application for permission to sue as paupers does not authorize the Court to entertain it on behalf of applicants who do not appear in person.

THIS was a case referred for the orders of the High Court under s. 617 of the Code of Civil Procedure by W. E. T. Clarke, Subordinate Judge, Nilgiris.

The case was stated as follows:—

“A pauper petition for recovery from the executors under the will of the late Thomas Sidden of the sum of Rs. 3,888 (being 12 years’ maintenance) and of Rs. 3,600, the corpus of a trust fund deposited with the said Thomas Sidden and further interest, &c., was presented to me on the 29th September 1886.

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(1) I.L.R., 5 Mad., 311.

\* Referred Case 8 of 1886.