

(1916) 12 MAD CK 0004
In the Madras High Court

A.S.N. Naina Pillai Marakayar

APPELLANT

Vs

T.A.R.A.R.M. Ramanathan Chettiar and Others

RESPONDENT

Date of Decision : 22-12-1916

Acts Referred:

Evidence Act, 1872 — Section 90

Citation : (1917) 33 MLJ 84

Hon'ble Judges : Sadasiva Aiyar, J; Napier, J

Bench : Full Bench

Judgement

Sadasiva Aiyar, J.—These three appeals have arisen out of three suits brought by the same plaintiffs. The suits were tried together and were

disposed of by the Temporary Subordinate Court of Tanjore in the plaintiffs' favour by one and the same judgment. A.S. No. 248 of 1914 was

filed directly in the High Court. The other two appeals were filed in the Tanjore District Court and were transferred to this Court to be heard along

with A.S. No. 248 of 1914.

[After setting out the main facts of the case as above extracted, the judgment proceeds.]

2. I think that the defendants who claim as alienees and representatives of the original tenants of the temple during the time of its management by

the Collector are clearly bound by the terms of Ex. A executed by their predecessors-in-title and that the learned Subordinate Judge has dealt with

Ex. A and the other evidence in the case in a very careful, well-considered and exhaustive judgment. Notwithstanding the long and elaborate

arguments advanced by the appellant's learned Vakils before us, they have failed to show that the statements in that judgment as to the contents

and construction of the documentary and other evidence discloses any material inaccuracies. The only error of importance pointed out is that the

Lower Court relied on the cadjan accounts, Ex. M series which are contended to be inadmissible in evidence. These accounts purport to relate to

the incomes derived from the plaint village lands by the temple between 1712 and 1823 and to the expenditures incurred out of that income. If

these documents are admissible in evidence, they almost conclusively establish the plaintiffs' case on the first issue. The documents, however, are

not signed by any person and do not purport to be in the handwriting of any person. Section 90 of the Evidence Act says "" Where any document

purporting or proved to be 30 years old, is produced from any custody which the Court in any particular case considers proper, the Court may

presume that the signature and every other part of such document which purports to be in the handwriting of any particular person is in that

person's handwriting and, in the case of a document executed or attested, that it was duly executed and attested by the person by whom it

purports to be executed and attested."" I do not think that this section enables the Court to presume that unsigned accounts which do not purport to

be in the handwriting of any particular person or persons were written by the authorised accountants of the temple to which the accounts purport to

relate. I at first thought that Section 114 of the Evidence Act might enable the Court to presume, ""regard being had to the common course of

natural events "", that these elaborate accounts were really written by accountants employed by the trustee of the temple. But on further

consideration, and having regard to the decisions in Sheo Nandan Ahir v. Ram Logan Singh (1915) 13 A. L.J. 921, Kashinath Pal v. Jagat

Kishore Acharya Chowdry (1915) 20 C.W.N. 643, Ubilack Rai v. Dallal Rai ILR (1878) C. 557, and Uggrakant Chowdhry v. Hurro Chunder

Sheok-dar ILR (1880) C. 209 (see also Re Airey v. Stapleton (1897) 1 Ch. 164 as to the limits of the presumption permitted to be raised by

Section 90 of the Evidence Act) I do not think that I would be justified in doing so. Vague expressions are used in some decisions to the effect that

a document more than 30 years old and coming from proper custody might be ""presumed to be genuine"". The use of such vague language (instead

of following the words of the section which deal with the signature, handwriting, execution and attestation found in such documents and purporting

to be those of particular persons) is likely to lead to confusion of thought and to the Court raising presumptions as to the existence of facts not

within the scope of Section 90. I would therefore exclude Ex. M. series altogether from consideration as evidence in this case.

* * *

3. In paragraph 46 of his judgment, the learned Subordinate Judge sums up his conclusions on the principal issues. Omitting the reference to Exs.

B., M. series and G. I shall quote the greater portion of the paragraph (with a few alterations at the end) as it expresses fairly and fully my own

conclusions on the evidence. "" In the present case, the reference to the whole of the village in Ex. C as that which was granted to the temple, the

recital in column 8 in Ex. C that the temple actually enjoyed the whole of the village including the poramboke, the payment of compensation to the

temple, vide Ex. E, the grant of a land to a gurukkal by the temple, vide entry in Ex. B, the entry in the Collector's register Ex. D that

Manthrapuriswaraswami is the Mirasidar, the last word denoting in the District of Tanjore that he is the proprietor of the soil, the reference in Ex. F

to Manthrapuriswara-swami as Miras solely entitled to the enjoyment of the village, the recital in Ex. J 10 of 1815 that the village is

Ekabogagramam, the recital in Ex. A5 that Mangal village belongs to the temple, the reference in the lease deeds executed to the Collector before

1831 to the cultivation being undertaken by the lessees, the reference to the temple as the owner and the village as Miras of Ekabogam

Manthrapuriswaraswami in Ex. FI,...the reference in Exhibits II series from 1891 to 1899 to Manthrapuriswaraswami as Miras Manthrapuriswami,

the collection of fishery rent, tope rent and house site rent by the temple, the admitted ownership of the temple of some pannai lands as

conclusively proved by Ex. FI and L among others the reference to the same tenants by more than one name such as Olavadai Kudimiras and

Purakkudi, Ullur or Asalur, in the Pymash, the reference to these men as Purakkudis in the Tashildar's report Ex. P. the lease of the entire Mangal

to certain persons by the Collector, for the cultivation of lands from faslis 1230 to 1240, the execution of Ex. A by certain persons for the

cultivation of lands without any reference to their Kudikani right in it and with a stipulation for payment of Swamibogam to the temple and

Rokkakuthagai to Government so long as they are in possession of the lands, the absence of all mention of Kudikani right in the Muchilika

executed by the trustees to the Collector and the provision made in Ex. A for the supply of labour to the temple festivals and for payment of such

tirvai as is fixed by Government in respect of the special crops raised and in respect of poramboke waste land etc., suggest the inference that the

temple was entitled to both the kudivaram and melwaram rather than that the tenants had kudikani rights. Not a single document has been

produced by defendants to show or to suggest that the temple was not "the owner of" both melwaram and the kudivaram right in the village In my

opinion plaintiffs have proved by means of documents and course of dealings evidenced by documents that it is more likely that the temple was "the

owner" of the entire village and was both the melwaramdar and kudivaramdar than that it had only the melwaram right". I might add that the

accounts J series ranging between 1806 and 1840 are themselves sufficient to prove the plaintiffs' contention. For instance, Ex. J-74 shows that

the "proposal" lessee himself realised the proceeds of the lands and gave out of the proceeds the Purakkudiwaram due to the cultivating tenants.

4. As against this, the appellants relied on what strikes my mind as inconclusive and one-sided transactions and on some weak suggestions. One of

the arguments advanced was that Rokkakuthagai tenure being a tenure on favourable terms as to assessment, the temple was only an Inamdar, that

the grant of an "Inam" is presumably only the grant of the Government assessment (either a portion or the whole) and not of the kudivaram, and

that the burden of proving that the temple also owned the kudivaram was upon the plaintiffs. As regards the burden of proof in such cases, I was a

party to some decisions beginning in 1912 in which it was held that the burden of proving that an inamdar was the owner of the kudivaram at the

time of the grant of the inam to him, lay upon the inamdar, but my view (which differed from an earlier decision in 1910) has not been accepted in

some later decisions of this Court which have held that as the jurisdiction of Civil Courts would be ousted if the inamdar was presumed not to have

been the owner of the kudivaram (and if the village is accordingly held to be an estate u/s 3 Clause 2 (d) of the Estates Land Act) the persons so

seeking to oust the jurisdiction of the Civil Courts by alleging that the inamdar was not the Kudivaramdar at the time of the inam grant ought to

prove his said allegation. See Ramalapati Papia Reddi v. Nanduru Peda Venkatacharyulu (1914) M.W.N. 794. The learned Subordinate Judge

(evidently following my view) threw the burden in this case on the plaintiffs of proving that the temple was the owner of the kudivaram right from

the beginning, and even so, found that the plaintiffs have proved their case. Without going to the question of burden of proof I am clearly satisfied

that the evidence in this case very clearly establishes the plaintiff's contentions. In an Inam village in which there are no tenants having occupancy

rights and of which the Inamdar is also the Mirasidar, the full ownership right is in the inamdar and the distinction between melwaram right and

kudivaram right is of no utility. (The word "kudiwaram" has got several meanings. Its literal significance is the share of the cultivator in the produce

raised. In that sense, the kudivaram belongs to the cultivating tenant, whether he has got a right of permanent occupancy in the land or is a lessee

for only one year, or is a lessee from year to year or for a fixed term or is even a mere tenant at will. Kudivaram is also used in the sense of the

right of such a tenant of whatever kind in the land so long as he continues in possession of the land. Finally it is also used to mean the right of a

tenant having a permanent occupancy tenure in the land in his holding. In this last sense, it is called also mirasdari right and sometimes kudimiras

right. See Chennan v. Kondam Naidu (1913) 26 M.L.J. 169 where Spencer, J., deals with the meaning of the Kudimiras. That decision also

establishes that a Mirasidar who gets a Shrotriem inam grant from the Government does not lose thereby his original kudivaram right in the lands

and might be called both a Mirasidar and an Inamdar).

5. The appellants further relied on the fact that since about 1867, they and their predecessors in title have been hypothecating, mortgaging and

selling the lands in their respective holdings to the knowledge of the temple trustees and of the temple officials and that they have been granted rent

receipts describing them as Kudimirasidars. The documents filed on the defendants' side and dated earlier than 1867, namely Exs. 75, 76, 77 III

(A) and III (B) are easily manufactured cadjans and I agree with the Subordinate Judge that their genuineness should not be presumed). The

temple trustees and the Kanakkans were, however, themselves interested in some of the village lands as cultivators or as alienees from cultivators

and their conduct is not of much value as against the temple. No doubt, where a landlord is legally entitled to grant rights as against him to a tenant

he can, by acquiescence or by conduct amounting to estoppel, be treated as having made such grant. But the trustees of a temple have no legal

right or power to confer higher rights on a temple-tenant in the temple lands in his holding than he originally possessed except for the necessities or

the clear benefit of the temple. The acquiescence and conduct of the trustees cannot therefore affect detrimentally the rights of the temple. In *Satya*

Sri v. Kartik (1912) 15 C.L.J. 227, Jenkins C.J., says "" The presumption in favour of a permanent tenancy implies that there is ground for inferring

that the tenure was always intended to be and always was hereditary, or that it acquired that character by subsequent grant. But a presumption in

favour of a transaction assumes its regularity : it cannot be made in favour of that which offends legal principle. It is this that prevents our accepting

the view of the lower Appellate Court as final, for it would seem that the property to which the presumption has been applied is debutter.

6. ""If it was debutter at the time the tenancy originated, then this would affect the applicability of the presumption for, to create a new and fixed rent

for all time, though adequate at the time, in lieu of giving the endowment, the benefit of an augmentation of variable rent from time to time would be

a breach of duty in a shebait and is not therefore presumable : *Maharanee Shibessouree Debia v. Mothoora Nath Acharjo* (1869) 18 M.I.A.

270"". No provision of that branch of the law which relates to limitation or prescription has been pointed out to us which, could confer such

enhanced right on a temple tenant (whose rights were in the first instance defined by the terms of a document conferring on him lesser rights) by

reason of the conduct of the trustees of the temple. That the allegation in many of these transfer documents filed on the defendants' side, namely

that the alienors owned occupancy rights, was in all probability, not bona fide is shown by the fact that not only waste lands of the temple

subsequently brought under cultivation but even lands admitted to have been under the direct pannai cultivation of the temple originally have been

alienated with such false recitals.

7. Another argument of the appellants was that in the Pymash account Ex.FI,9 Kudimiras Karaigars are mentioned and the temple itself is also

called an additional Kudimirasidar and Karaigar. These Pymash accounts are first prepared by the lower revenue officer and surveyors, (Vattam

Karnam Assistants, Mujumdars and so on) and then there is a revision or check by a higher officer called Brigedar. In the pymash Ex. F of 1816-

17, the word "miras" occurs only as regards residential sites with their appurtenant backyards called "manaikkollai", and even as regards these

"manaikkollais" only 16 out of 21 are stated to belong to certain cultivators with mirasi right, the remaining 5 belonging to Kasavargam tenants, that

is, tenants newly introduced into the village by the temple Mirasidar for cultivation purposes on condition that they would give up their dwelling sites

to the Mirasidar when they ceased to do cultivation work for him. Ullur purakkudies (as distinguished from Asalur Purakkudies and Kasavargam

tenants) usually have permanent residential rights in the village and the word "miras" which in its widest sense means proprietary right (and is used

to denote even hereditary right in temple offices) may without impropriety be used to describe the rights of these Ullur purakkudies in their

residential sites and they might be called Kudimirasidars of such sites. The reference in Ex.F-1 to the temple as one of the Kudimirasidars seems to

be almost meaningless, except in this sense of a permanent resident. The temple is the landlord and landowner and is described in ancient

documents as the full Ekabogam (exclusive right) Rokkakuthagai Mirasidar of the entire village and in Ex. F-1 also it is so described in several

places. If it is only one of several 1 Kudimirasidars, it cannot be called Ekabogam Mirasidar, and would be only one of several Palabhogam

Mirasidars. It is further significant that out of the 9 persons described as Kudimirasidars in the beginning of Ex. F-I, the mark of one man alone

appears against his designation as Kudimiras Ammayappa Thevan, while the marks or signatures of others describe them as either Olavadai or

Ulavadai miras. Again in another portion of Ex. F-I where a count of all the ploughs in the village is made, all these persons are called Ullur

Purakkudies, while the temple alone is called Rokkakuthagai Mirasidar. Lastly, when the Ajmash or check measurement was made by the

Brigedar on these Pymash accounts (he seems to have checked about 44 entries), the descriptions of at least some of those persons who were

entered as Kudimiras cultivators in the checked entries in the preliminary Paimash were, in pursuance of a Huzur order, corrected into Ulavadai

miras which description does not, of course, imply any occupancy right. As pointed out by the Lower Court in paragraphs 97 to 99 of its

judgment, the cultivating tenants under the temple (which is the Ekabogham miras proprietor of this village) seem to have signed or put their marks

(many of them being marksmen whose marks or names were entered for them by some unknown person) in these Pymash accounts describing

themselves indiscriminately and variously even in the course of the same document as Olavadai, Olavadai Miras, Olavadai Kudimiras, Ullur

Olavadai, Ullur purakkudi and so on. Not much importance therefore could be attached to these varying descriptions. It was not formerly to the

interests of the temple to disturb these persons, though they have been only cultivators from fasli to fasli. That such cultivators should in their own

estimation and owing to their not being disturbed for long, try to raise themselves by making unila teral declarations is not unnatural. From being

Pannai cu ltivating servants or Asalur purakku-dies, they become Ullur purakkudies and begin to call themselves Olavadai tenants, Olavadai

Miras, Olavadai Kudimiras and even occasionally Kudimiras.

8. Of the several executants of Ex. A, who were allowed (probably by an oversight in the Collector's office) in the beginning of the document to

style themselves Kudimiras, only one ventured to sign it as such. Under all the circumstances of this case, too much importance should not be

attached to this fact, especially as in the Arzee Ex. P sent by the Tahsildar to the Collector along with Ex. A, he calls them only kudis or cultivators

and even the man Iyya Pillay who signed as Kudimiras is called in Ex. P, only Purakkudimiras. Further the terms in the body of Ex. A are wholly

inconsistent with any right of permanent occupancy in the executants. The word "" Swamibogam"" used in Exs. A, F, F-1, and other documents has

got a settled meaning in the Tanjore and Chingleput Districts). Wilson in his Glossary says ""Swami-bhogam in the Tamil country means the share of

the produce or rent which is paid to the Mirasidar or hereditary proprietor by the tenant cultivator holding the land in farm for a fixed period"". I

think the use of the word Swamibogham in Ex. A, is almost conclusive as to the full proprietorship of both the melwaram and kudivaram rights in

the temple.

9. Lastly, it seems to me that the principal questions raised in this case have

been in a manner settled in the plaintiffs" favour by the decisions of this Court and of the Privy Council given in similar cases which had arisen in the same Tanjore District. I shall refer only to four of these decisions. In Chockalingam Pillai v. Vythilinga Pandara Sannadhi (1871) 6 M.H.C.R. 164 the plaintiff as trustee of the Piruppalur Sriyajneshwaraswamy Muttam sued to recover covil or temple lands which were leased to the defendants under a deed of agreement, Ex.A, dated 14th August 1837, entered into between the defendants and the Government who at that time held the management of the pagoda property. The suit was brought in 1868. Defendants set up a perpetual right of occupancy, one of the grounds being that for 30 years they had paid Swamibhogam money at a fixed annual rate. The material terms in the Taram Faisal Muchilika Ex. A, in that case were very similar to the terms of the Taram Faisal Muchilika Ex. A in this case. It was held that the tenancy continued to be regulated by the agreement Ex. A, which created only a tenancy from fasli to fasli and that mere long enjoyment cannot alter the nature of the tenure. In Thyagaraja v. Gyana Sammandha Pandara Sannadhi ILR (1887) M. 77, the tenants executed a Muchilika for the lands in, the village of Sandaputtur belonging to a Hindu temple, the Muchilika having been executed in 1830 to the Government who was then managing the temple lands through the Collector. The Collector handed over the management to a Hindu trustee in 1857 on the latter's giving an undertaking to the Collector not to eject the ryots so long as they paid cist. To this undertaking, the ryots were of course no parties. The ryots set up the right of occupancy and also the trustees" undertaking of 1857 as a defence to the suit. The learned Judges followed 6 M.H.C.R. 164 and held that the tenants had acquired no right of occupancy though the consolidated rent fixed by the muchilika of 1830 had been paid separately by the several persons who claimed under the original tenant of 1830 and though there had been alienations by the tenants of their several holdings. Mr. Justice Brandt says in his judgment ""Defendants rely very much on their possession of the lands by themselves, or by those under whom they claim from the 1st of January 1830, if not from a still earlier date. But mere length of tenure for any period will not give a right of permanent occupancy to a ryot, who has been let in as a tenant from year to year. It was admitted by Turner, C. J. in

Krishnaswami v. Varadaraja ILR (1882) M. 345 that the period of occupation which should confer upon the ryot a permanent tenure could only

be settled by legislation." "The muchilika of 1st January, 1830 does not tend to show that the title of those who executed them was permanent. On

the contrary, there are some expressions which favour a contrary supposition; and if there are some expressions which indicate an intention that the

occupation should be for more than one fasli, they are (as Sir Colley Scotland said of similar expressions in a muchilika in Chockalingam Pillai's

case, (1871) 6 M.H.C.R. 164 indefinite as to any period of time except that of the fasli, and clearly therefore did not bind the will of either party

beyond the currency of each fasli while the tenancy remained undetermined. The defendants say that their tenancy was not created by this

muchilika, but that it existed before that as a right of permanent occupancy. The defendants' predecessors in title may have been in possession

before 1830. But if they had a permanent right of occupancy, they would probably have taken care to have that right expressly recognised in the

muchilikas of 1830. At present the permanency of their title before 1830 has not been proved.

In the muchilika executed in favour of Government by the plaintiff's predecessors on the 7th December 1857, he promised to respect the rights

and privileges of the purakudies according to the customs of the respective villages, and of the country; and that, as long as they should pay the cist

properly, he would not eject them. But he did not thereby admit that the ryots had any permanent right in the soil, or that the Swamibhogam was to

be the same for all ages. The passage in question amounts to little more than an engagement to respect the rights of the ryots whatever those rights

might be.

10. "In the result it appears to me that the defendants have not shown that they had any higher title than that of cultivating tenants from year to

year". The whole of these remarks, it appears to me, applies to the present case also. The next case is that reported in Chidambaram Pillai v.

Thiruvengadathiyangar (1887) 7 M.L.J. 1 to which Mr. Justice Muthusami Aiyar who belonged to the Tanjore District) was a party. The plaintiffs

there, were trustees of the Rajagopalaswami temple at Mannargudi in the Tanjore District. The defendants (tenants) paid the Government

assessment to Government and the Swamibogham or Mirasbhogam to the temple trustees. On account of the Mohini allowance due by the temple, the revenue due on the village to the Government was shortly before suit assigned to the temple and this temple therefore became (in a sense) also an Inamdar. The tenants set up kudikani right, that is, permanent right of occupancy and relied upon a paimash account of 1839 and on the free alienations by the tenants of their holdings, the alienations having begun so long ago as in 1848. The learned Judges held that the entries in the paimash account are not conclusive, that the assertion in the sale deeds of kudikani rights by the tenants cannot bind the temple, that the karayeedu system (namely, periodic redistribution of lands among the ryots) having been obtaining in the village cannot also give a permanent right of occupancy to the tenants in the village that the undertaking given by the trustees to the Collector not to eject the tenants so long as they regularly paid the rent without mentioning that the ryots have any kudikani rights, cannot help the tenants and that the trustees were entitled to eject the tenants. At page 10 it is said "" Seeing that the Officers of Government had managed the temple villages for many years prior to 1857, it is not improbable that the consideration shown by them to the purakudies as an incident of good management and the length of time for which the purakudies cultivated, inspired them with a belief that they were not liable to be ejected so long as they were punctual in the payment of rent. This may account for sales and mortgages by the appellants and their predecessors accompanied with an assertion of kudikani right which may loosely be used to indicate a permanent tenure of some kind or other."" "" The non-specification of lands in the leases, the fact that each of the appellants cultivated separately and that there was an occasional distribution of lands held by the Purakkudies are referable to the conventional mode of leasing to chief men among the puraku-dies leaving it to them to select others who are to cultivate with them and to distribute the portions to be cultivated by each as may be arranged between them."" (In the Full Bench case in Sevatha Muthu Asari alias Savari Muthu Asari Vs. Reverend J.N.K. Musquita, it was expressly decided that where "" there is an instrument defining the terms of the tenancy and it shows that there is no permanent tenancy "" created under it, the facts of alienation and sub-letting by the tenants and even the fact that the original letting was a building

lease cannot confer a permanent right of occupancy.)

11. The fourth and the last case I shall refer to is the important Privy Council decision reported in Mayandi Chettiar v. Chokalinga Pillai ILR

(1904) M. 291. et. sq their Lordships reversing by their said decision the decision of this Court reported in Chokkalingam Pillai v. Mayandi

Chettiar ILR (1896) M. 486 : 6 M.L.J. 247. In that case also, the tenants began to hold under a taram faisal muchilika which was executed in

December 1831 and completed in January 1832. They claimed permanent occupancy right on grounds very similar to those ad-vanced in the

present case. The executants called themselves ulavadai mirasidars. They relied also on long enjoyment with a uniform rate of rent. Their Lordships

point out that the description as ulavadai mirasidars "" does not occur in any document emanating from the Collector's office but only in documents

put forward by the applicants themselves"" and their Lordships state "" In the case of Chokkalinga Pillai v. Vythilinga Pandara Sannadhi (1871) 6

M.H.C.R. 164 in which the circumstances were very similar to those of the present appeal, and there was a muchilika in similar terms, it was held

that no permanent tenancy was created. "" The language of the agreement"", said Scotland, C. J. (page 168), ""had, I think no greater effect than the

ordinary form of muchilika given by a ryot in exchange for a pattah, except so far as it indicated the intention that its terms should apply to every

successive fasli for which the holding might be continued by neither party exercising the right to terminate it at the end of a fasli."" This decision was

followed by the Madras High Court in the case of Thiagaraja v. Gyana Sambandha Pandara Sannadhi ILR (1887) M. 77, in which the

circumstances were almost identical and their Lordships see no reason to differ from the conclusions at which those learned Judges arrived, upon a

state of facts which cannot be distinguished in any material degree, from those in the present suit."" Thus their Lordships of the Privy Council

expressly approved of the decisions in Chockalinga Pillai v. Vytthealinga Pandara (1871) 6 M. H. O. R. 164 and Thiagaraja v. Gyana Sambandha

Pandara ILR (1887) M. 77, in which it was held that lessees under taram faisal muchilikas executed to the Collector of Tanjore in the thirties of the

last century could not claim permanent occupancy rights by mere length of possession.

12. I agree with the lower Court for the reasons already stated that the 1st defendant who evidently belongs to the trading class had no bona fide

belief that his vendors had a permanent occupancy right in their holdings. It has been held in *Narasayya v. Rajah Venkatagiri* ILR (1910) M. 1 that

Section 51 of the Transfer of Property Act will not apply to the case of a tenant as it cannot be said that he is a person believing in good faith that

he is absolutely entitled to the land. It therefore follows that even assuming that the 1st defendant bona fide believed that his vendor had occupancy

rights he cannot claim compensation u/s 51 of the Transfer of Property Act. In the result I would dismiss the appeal with the costs of the

respondents (plaintiffs).

Napier, J.

13. I agree.