

Judgement of the Lords of the Judicial Committee of the Privy Council on the Appeal of Ravana Mana Chena Allagappa Chitty and another v. Tunku Allum Bin Sultan Allie Iskander Shah, from the Supreme Court of the Straits Settlements, Singapore; delivered, June 6th, 1883.

Present:

LORD WATSON.

SIR BARNES PEACOCK.

SIR ROBERT P. COLLIER.

SIR RICHARD COUCH.

SIR ARTHUR HOBHOUSE.

THEIR Lordships are of opinion that, on the true construction of the treaty, the \$500 a month stipulated to be paid by Sri Maharajah, his heirs and successors, to Sultan Allie, was not assignable by Sultan Allie beyond the period of his own life.

The object of the treaty, as appears by the recital, was to put a final end to differences and disagreements which had subsisted between the two Rajahs relative to their respective claims on the territory and sovereignty of Johore, and to establish and maintain peace, friendship, and amicable relations between them. Though the words "heirs and successors" are not used in the recital, the object of the treaty was stated to be "to maintain peace, friendship, and thoroughly amicable relations between them from thenceforth in all time to come." The first article declared that "his Highness Sultan Allie, for himself, his heirs and successors, does hereby cede in full sovereignty and absolute property to his Highness Sri Maharajah, his heirs and suc-

R 7616. 100.—7/83. Wt 5011. E. & S.

A

“ cessors, for ever, the whole of the territory
“ of Johore.” The second article is :—“ In con-
“ sideration of the cession contained in the fore-
“ going article, his Highness Sri Maharajah does
“ hereby agree to pay immediately after the
“ execution of these articles, to his Highness
“ Sultan Allie, the sum of 5,000 Spanish dol-
lars.” With regard to that sum, Sultan Allie
had, no doubt, the power of disposing of it. It
was to be paid to Sultan Allie himself. But
then Sri Maharajah further engaged that he, his
heirs and successors, would from and after the
1st day of January 1855 pay to Sultan Allie,
his heirs and successors, the sum of 500 Spanish
dollars per mensem. By the third article Sri
Maharajah withdrew all claim whatsoever to the
said territory of Kassang, describing it, and
consented that Sultan Allie, his heirs and suc-
cessors, should have and enjoy the same in full
sovereignty and property for ever. The object of
the treaty being to settle all disputes, the arrange-
ment was that Sri Maharajah should have the
sovereignty of Johore, to him and his successors,
for ever ; and that Sultan Allie, and his heirs and
successors, for ever, should retain the sovereignty
over the territory of Kassang, and, in addition to
the sovereignty of Kassang, he and his successors
should receive from the Maharajah of Johore the
sum of 500 Spanish dollars per month. Then
Sultan Allie, by the fourth article, stipulated that
“ the said territory of Kassang should not be
“ alienated or disposed of to any party or power
“ without the same being in the first place offered
“ to the East India Company, and then to his
“ Highness Sri Maharajah, his heirs and succes-
“ sors, on such terms as his Highness Sultan Allie,
“ his heirs or successors, might be desirous to
“ cede it to any one other party or power willing
“ to treat for the same.” That was merely a
stipulation that, although Sultan Allie was to

retain the sovereignty of Kassang to him and his successors, they should not alienate it without giving the preference to the East India Company or to Sri Maharajah to take it upon certain terms. The fifth article also appears to be important in considering whether the words "heirs and successors" were to include "assigns." It is in the words following: "The subjects of each of the " said contracting parties shall have full liberty " to trade to and pass in and out of their respective territories," and so on; "and each of the " said contracting parties, for himself, his heirs " and successors, hereby solemnly engages to do " no act calculated or having a tendency to " promote or foment disturbances within the " territory of the other of them, but in all " respects truly and faithfully to adhere to and " observe the engagements hereby entered into " by them respectively." One object, as it appears to their Lordships, of that part of the treaty by which the Maharajah of Johore stipulated to pay the \$500 a month to Sultan Allie, and his heirs and successors, was that the payment should operate as an inducement to Sultan Allie and his successors not to foment disturbances within the territory of Johore, the claim to which had been given up by Sultan Allie to the Maharajah of Johore.

Their Lordships are of opinion that by the term "heirs and successors" such an interest was not given to Sultan Allie in the \$500 per month as enabled him to assign or transfer it beyond the period of his own life. If he could do so, his heirs would have no pecuniary inducement to restrain them from acts calculated or having a tendency to promote or foment disturbance within the territory of Johore. Looking to the whole scope of the treaty, their Lordships are of opinion that Sultan Allie had no power to assign to the Plaintiff the \$500 a month for a period beyond

that of his own life. That life having ceased to exist, the Plaintiff, who has to make out his title to the monthly payment, has wholly failed.

Their Lordships think that the judgments of both the Courts below were correct, and that this decree ought to be affirmed. They will, therefore, humbly advise Her Majesty to that effect. The Appellant must pay the costs of this Appeal.