M.R.O. 1—39,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Judicial **DEPARTMENT.**

G.O. No. 292 Press
Mis.

-141-

Dated 11 - 3 19 1857

Not to be folded or roughly handled

Government

Versus

Mootoo Putter - 2. Gomastah of Wynaad

on the Public Establishment of

the Malabar District.

Witnesses

1. Ponandy Packee (Contractors Karyastan)
2. Chalaproratha Ittiravapen - Gomastah
3. Sheshomputter do.

Defendants Witnesses

Sonder Kanya Anantan

Adigharry of Sonderwaad Amsham

Vodakorah Chundapen

Menon of D°.

Levying unauthorized Cess.

In having on or about the 14th. January 1857 at Koongot by interfering with and threatening to stop certain Cardamom being weighed and in transit to the Coast extorted a bribe of 80 Rupees from Ponandy Packee, the Karyastem of the Cardamom Contractor, Katyat Govinda Menon.

Defendant was deputed by the Tahsildar

Tahsildar to superintend the weighing of the Cardamom by the contractor and prevent fraud to the Ryot, to re-weigh in case of complaint* certain Cardamom already weighed by the Contractor.

It is in evidence that Defendant went to Coongot to the house and warehouse of the 1st. Witness and there finding that certain cardamoms had already been forwarded to the Coast by the Contractor and gone down the Ghaut, threatened to send and stop them, took account of the quantity so sent down from the 1st. Witness Cardamom Contractor's agent. although the Defendant had no charge against him before him, nor was any forthcoming after careful enquiry, still he placed a guard over the Cardamom then collected and took other steps which would lead to considerable loss and delay on the part of the Contractor- that Defendant together with 2. Witness the Adigharry Menon and others then adjourned to 2. Witness' house to take food when it was arranged that a sum of Rupees 200 to be distributed among the Talook servants should be paid

*Contractor's dead Gomastah

paid- a fee which there is reason to believe it has been usually for the former contractor to pay annually for the godwill of these Officers. It is further in the evidence that Defendant returned in the afternoon accompanied by 1st. Witness to the store, when after some conversation with 1st. Witness it was arranged that as the agent had not cash in hand 80 Rupees should be paid at once and the contractor be written to, to send the remainder. The sum charged 80 Rupees was then paid by the 1st. Witness, the Agent into Defendants hand in the presence of the 2. and 3. witnesses, the Contractor's Gomastahs, that after the money was paid a favorable report was forwarded to the Talook.

These facts are corroborated by the letter of 1st. Witness dated 3. Pragaron 14. January transmitted by Post to his principal at Calicut detailing, with unmistakeable evidence of veracity, the whole transaction. This letter the Contractor at once enclosed with an address to the Acting Collector. The letter is proved and substantiated.

A

A Memorandum Book of money transaction in regard to the Cardamom Contractor is likewise produced in which this entry is made in the hand-writing of 1st Witness, but no weight is attached to such loosely Kept entries.

In his defence the Defendant alleges that he did not exceed his duty in any way - that he took an account of the Cardamom already sent off and of those being weighed and made enquiry whether any injustice had been committed in regard to them but did nothing further - that after adjourning to 2. witness's house as in evidence he did not leave it again he was therefore not present at the 1st Witness's house at the time when it is alleged that the bribe was paid - that the charge is false and he points out that his accounts were taken on the 13th and therefore a discrepancy exists between the date of occurrence and that laid in the charge, and calls witnesses to disprove the facts laid - Among them, the Adigharry and Menon of this Station who accompanied him.

These Witnesses support the defence but the Acting Collector attaches no credit whatever to this most suspicious evidence. The alleged discrepancy between the date entered in the Contractor's account may be an error, and is such as arises from the difference between the village dates (irregularly used by this Officer in an Official paper) and the proper Panchayam date. It does not touch the main point at issue and the date of Defendant's report to the Tahsildar and that of 1st Witness's letter to his Principal, both irreproachable documents, establish the point beyond a doubt.

The report made is as favorable as circumstances would admit of, explains away a charge as to the place now adopted for weighing Cardamom of very doubtful expediency - and states that no injustice was complained of, when it must have been within his knowledge that the Contractor and his Agent have exacted this year extortionate rates of 4 Kasar under the name of gross weight to make up for drying Cardamom.

The

The Acting Collector will re-
serve his opinion as to the privity and com-
plicity or otherwise of the Tahsildar in
this matter.

Defendant is sentenced to pay
Rupees one hundred being the amount ex-
torted (to be refunded to the Contractor) and
twenty Rupees as a fine to be levied in the
manner prescribed in the Regulation under
the Provisions of Section 2, 5, and 13 of IX
of 1822.

He is dismissed from the Public
Service.

Coroth 5th February 1857. (Signed) W. Robinson
Acting Coll.r

Period of appeal against this deci-
sion will expire on the 3d. of May 1857.

(Signed) W. Robinson
Acting Collector.

(a true Copy)

J. Robinson
Acting Coll.r

2d. Post

No. 19.

Mowanto day 10th February 1857.
Received 19 Do.

From,

W. Robinson Esquire,

Acting Magistrate of Malabar,

To,

J. Pycroft Esquire,

Chief Secretary to Government

Judicial Department

Fort St George.

Sir,

In forwarding the accompanying decision in a case recently tried by me, under Regulation IX. of 1822, I have the honor to request instruction whether such cases which are evidently within the spirit of the order of Government dated 10th June 1856, are to be invariably reported under this instruction.

I need scarcely remark that the feeling among the public that these delinquencies come directly under the notice of Government is working beneficially in the desired direction.

I have the honor to be,

Sir

Your most Obedient Servant,

J. Robinson

Acting Magistrate.

Exd. Pr. 04

1857

Dec. 17

In a letter from the Acting Collector of Malabar dated 10th February 1857. No. 19.

Decision in a case disposed of under Reg. IX of 1822.

F/1822.2

A. 1857

In No 330

Judicial Department

№ 292

Extract from the Minutes of Consultation

Dated 11th March 1857.

Read the following letter from
the Acting Magistrate of
Malabar -

Rec'd under 10th February 1857 № 19.

Ordered to be lodged. The
Ag. Magistrate will be in-
formed, in reply to his enquiry
that the Orders of Govt 10th
June, and again 15th July and
2d August 1854 were intended
to apply to Cases of abuse
of Authority falling under
Reg. III. 1819. such as "Cases
of alleged torture" or "Violence"
or "Cruelty". They were not
meant to apply to Cases
such as the present of mere
exaction

Judicial Dept. 1857.

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To
The Chief Secretary
to Govt. Fort St. George.

Sir

I have the honor to report for the information of Government that I have received a petition from Kunhi Kannan Nair of Kadatanad complaining that he was illegally fined by the Tahsildar of Ponnani in the sum of Rupees 26 - 0 - 0 and praying that the same may be refunded to him.

2. The petitioner states that he was the Karnavan of a Tarwad which had a dispute with another Tarwad regarding the possession of a Tharavad house, and that the Tahsildar of Ponnani, on the 10th of January last, ordered him to pay the fine in question for having failed to attend the Tahsildar's Cutcherry on the 8th of that month, when he was required to do so, in order to settle the dispute between the two Tarwads.

3. The petitioner further states that he was unable to attend the Tahsildar's Cutcherry on the 8th January, as he was then suffering from fever, and that he sent a Vakil to the Tahsildar to explain the circumstances, but that the Tahsildar refused to receive the Vakil, and fined him in the sum of Rupees 26 - 0 - 0.

4. I have the honor to enclose the petition, and to request that the Tahsildar of Ponnani may be called upon to report on the subject.

I have the honor to be
Sir
Your most obedient
Servant
(Signed) W. C. Strange
Acting Magistrate of Malabar.

Cutcherry
Calicut
The 19th February 1857.

Judicial Dept. 1857.

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Cutcherry
Calicut
The 19th February 1857.

M. C. 13th June / 56. No 43/1843. Judicial 1857

Ag. Magistrate of Malabar.

Sir

I am directed by the Chief Secretary to Govt. Fort St. George to forward herewith Petition of Kunhi Kannan Nair of Kadatanad dated 10th February 1857 Received 26 - 0 - 0

I am Sir
Your obedient Servant
(Signed) W. Ellis
Sec. to Govt.

Judicial Dept.
Sec. to Govt.
No. 330

Requesting instructions
whether the cases mentioned under Reg. IX of 1822 are the cases
to which under Govt. orders dated
10th June 1856.

C 2 Annexes
Reg.

exaction punishable under
Reg: IX. 1822 and not accom-
panied by the infliction or
menace of bodily injury
or duress.

JP

before

Copy to Magistrate of Malabar. dispd 14th

Judicial 1857 Depart.t

No. 292

Extracts. Mins: of Cons:

4/11th March/57.

1/4/1

C2 Branch
Reg.