

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1316	<u>Press</u>
	<u>Mis.</u>
24.25	
Dated	3-7-1861.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
3rd July 1861.*

No. 24. Read the following Proceedings of the Board of Revenue, dated 18th May 1861,
No. 2,553 :—

Read the following letter from G. S. FORBES, Esq., Collector of Ganjam, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Chepauk, dated Chetterpūr, 2nd May 1861, No. 99.

SIR,

1. I have the honor to submit the following explanation regarding the discrepancy noticed by the Board and Government between the terms of the rent Muchilka executed by the Renter of Polaky, and the orders issued by me at his instance.

2. The rent Muchilka does not stipulate, as described by Mr. Tod, that a division of produce should be made between the Renter and the Ryots, but that if they could not mutually agree as to the terms of payment, the division of produce should be resorted to. The Muchilka also expressly states that the Renter should not oust the Ryots.

3. The case is, therefore, even stronger than the Board supposed, and I need scarcely say that with such a document before me, I should not have given orders authorizing the Renter to procure the cultivation of the land by other Ryots.

4. I was, however, in ignorance of the terms on which the rent bond had been drawn out, as the affair had been transacted in the office of the Principal Assistant at Chicacole. In the absence of that Officer the Manager of his Kacheri referred papers to me for orders, and in this way the three applications of the Renter for permission to make his own arrangements for cultivation came before me, enclosed in the Manager's Arzi, dated 16th May 1860. This Arzi recommends compliance with the Renter's application, and no where intimates that such compliance was totally inconsistent with the terms of the rent bond (which was not alluded to nor forwarded to me). As the Manager is an able and experienced Officer, I acted on his recommendation without further question, supposing the rent to have been arranged on terms which admitted of this course.

5. I can only add in further explanation of what will appear to the Board an incautious act, that these references from the sub-division found me already fully occupied with the general work of the District.

6. As regards the answer to be put forward in the present suit, it appears to me that when the Renter obtained from me the assistance to which as shown above he had no title under the rent bond, it became necessary to show that my interference, whether rightful or otherwise as regarded the Ryots, was timely in reference to the season of cultivation, and that it was not sufficient to plead that the agreement entitled the Renter to no such aid after I had officially consented to give it. Hence the line of defence taken by me.

7. I have now, however, pursuant to the instructions of the Board, added a clause to the answer pointing out that the terms of the Muchilka did not entitle the Renter to the assistance he claimed.

1. Submitted for the information of Government, with reference to their Order, dated 12th April 1861, No. 821.

In Cons. 13th April 1861.

2. The Collector, it will be observed, admits the impropriety of the order issued by him in favor of the Renter of Polaki, through ignorance of the terms of the rent Muchilka. But this, though it weakens the defence, will not, the Board think, materially affect the result of the suit.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, *Secretary.*

No. 25. ORDER THEREON, 3rd July 1861, No. 1,316.

The Collector should suitably notice the misconduct of the Manager in laying the case so incorrectly before him. The terms of the Rent bond bore materially on the question at issue, and the Collector erred in not calling for the document or expressly ascertaining its conditions.

(Signed) J. D. SIM,

Secretary to Government.

No. 2,553.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 18th May 1861.

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4. I was, however, in ignorance of the terms on which the rent bond had been drawn out, as the affair had been transacted in the office of the Principal Assistant at Chicacole. In the absence of that Officer the Manager of his Cutcherry referred papers to me for orders, and in this way the three applications of the Renter for permission to make his own arrangements for cultivation came before me, enclosed in the Manager's Urzi, dated 16th May 1860. This Urzi recommends compliance with the Renter's application, and no where intimates that such compliance was totally inconsistent with the terms of the rent bond (which was not alluded to nor forwarded to me). As the Manager is an able and experienced Officer, I acted on his recommendation without further question, supposing the rent to have been arranged on terms which admitted of this course.
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(A true Copy and Extract.)

L. Hudson
Secretary.

To J. D. Sim, Esq., Secretary to Government, R. D.

Copy to G. S. Forbes, Esq., Collector of Ganjam.

Exd. J. Wright.

149 10. 8. 1861 1861-200

(17)

Revenue 1861 Department
No. of 1314 for 2 days.

No. 1314.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 18th May 1861.

Despatched. 3 June -

Received. 11 June -

No. 2,553.

Submitting a letter from the Collector of
Ganjam, admitting the impropriety of the or-
der issued by him in favor of the renter of
Polahi, through ignorance of the terms of the
rent Muchilka.

21-24-1861

21-24-1861

1314. 3. 1861.
11th and 12th

1314

The Collector should be

immediately informed that the

proceedings of the Revenue

are being the case

is necessarily before

him. The Revenue

of the Rent should

be immediately and

the question of the

and that the Collector

should not enter

for the demand of an order

which means the constitution

Collector of Ganjam
1314. 3. 1861.
11th and 12th