3/3/46

M.R.O. 14—10,000—21-4-22

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 821	Press Mis.
199-200	
Dated 12—A— 1861.	

Not to be folded or roughly handled

No. 199. Read the following Proceedings of the Board of Revenue, dated 10th April 1861, No. 1,862 :—

Read the following letter from G. S. FORBES, Esq., Collector of Ganjam, to J. D. SIM, Esq., Secretary to the Board of Revenue, Fort Saint George, dated Chetterpúr, 19th March 1861, No. 74.

SIR,

1. I have the honor to submit for the approval of the Board and of Government copy of a statement which I propose to file in the Civil Court of Chicacole in a Suit brought by one Katharasetti Venkata Narasaya claiming Rupees 8,211-4-0 from the Sub-Division Manager and myself on the ground that this sum represents the Rajahbaghum or landlord's share of the village of Polaky which was rented by him from the Government and which remained uncultivated owing to the contumacy of the Ryots and the failure of the Officers of Government to give timely instructions empowering him to procure the cultivation of the land by others.

2. Translations of the plaint and of the orders and arzees which seem to me material to the point on which the claim terms accompany this letter; the plaint contains so much matter irrelevant to the point at issue that I am surprised it should have been brought on the file of the Court in its present state, it enumerates petitions and orders which passed both before and subsequent to the petitioner's application for my interference and my order in reply. I have not thought it necessary to notice these in the statement herewith submitted and I think the Board and Government will be of opinion that sufficient, is there set down to show that the village remained uncultivated during the season in question because the plaintiff himself neither acted on the orders issued by me nor yet would agree to the usual terms of a division of produce on which the Ryots themselves were willing to cultivate, and that either of these courses was open to him at a period when the entire village might have been cultivated.

3. Under the circumstances above stated, I request the authority of Government to defend the Suit at the public expense.

4. I have not alluded to the charges of corruption and intrigue against the Sub-Division Manager, as they do not affect the real question at issue and should be put forward by plaintiff in another form.

Read also letter from the same Officer, dated 21st March 1861, No. 76.

(In Cons. 3rd April 1861, No. 2,019.)

1. The Collector reports the institution of a suit against himself and the Sub-Division Manager in the Civil Court of Chicacole by one Katharasetti Narasaya for the recovery of Rupees 8,211-4-0 as the landlord's share of the produce of the village of Polaky which was rented by him for the three Faslis 1268 to 1270 at Rupees 3,575 per annum.

2. The plaintiff alleges that the Ryots would not come to terms with him for the cultivation of the village and that the Collector did not pass timely or sufficient orders to enable him to get the lands cultivated by others, thereby causing the losses for which he now sues.

3. The Collector shows in his statement that he duly issued the necessary orders and that plaintiff's losses were caused by his insisting on a fixed rent in money or grain instead of sharing the produce according to usage and by other defaults of his own.

4. The Collector should have forwarded the terms of the rent which can only be gathered at present from the papers. The Board presume that such extra judicial aid as plaintiff claims did not form one of the stipulations. They observe also that one of the conditions of the lease is said by Mr. Tod (in paragraph 8 of his memorandum to the Collector) to have been that the village should be settled on the sharing system. Both these points should, the Board think, be urged in the reply.

5. The Board resolve to request the sanction of Government for the defence of the suit in the first instance.

6. The Collector is requested to state whether the village in question as well as the others similarly rented cannot be settled in some preferable way.

7. He should have given the number of the Suit and stated the period within which the answer must be filed.

8. The Board remark that the correspondence between the Collector and Principal Assistant appears to have passed wholly in the vernacular. This is objectionable and the usual rule of restricting vernacular correspondence between European Officers to matters of office detail should be adhered to.

9. The charges of corruption will not of course be neglected, merely because they are brought forward in an incorrect mode, if they seem probable to the Collector.

(A true Copy and Extract.)

(Signed) J. D. SIM, *Secretary.*

No. 200. ORDER THEREON, 12th April 1861, No. 821.

1. The Honorable the Governor in Council sanctions the defence in the first instance at the public cost of the Suit instituted by one Katharasetti Narasaya in the Civil Court of Chicacole against the Collector of Ganjam and another ; but he will determine when a copy of the Decree is submitted, whether the costs, if any be adjudged against the Collector, shall be borne by that Officer or by the Government.

2. From the imperfect information supplied by the Collector respecting this case, it appears very doubtful whether he was justified in passing orders as he did. If, as seems to be the case, the custom of the village in question is a division of the crop, the village could not properly be given to a renter on other terms. It does not, in fact, appear to have been given on other terms ; as Mr. Tod says expressly that it was stipulated that the renter should "receive half share of the produce*." The renter was bound to adhere to that condition, and it does not appear how the Collector could properly uphold him in insisting on a breach of it. It cannot be supposed that the Ryots would wantonly, or without some reason which seemed to them very cogent, have refused to cultivate their lands to their own great and certain loss. If the case is as stated in this paragraph, the defence should not be that the Collector gave the order sufficiently early, but that the renter had no claim to such aid at all.

* *Memorandum August 28th, paragraph* 8.

3. The Board will call on the Collector for explanation as to the actual terms of the rent, and the grounds of his order in favor of the renter. That order has certainly weakened his defence to the Suit.

4. The Government approve the Board's orders in paragraphs 6 to 9.

(Signed) J. D. BOURDILLON,
Secretary to Government.

No. 1,862.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 10th April 1861.

Read the following letter from G. S. FORBES, Esq., Collector of Ganjam, to J. D. SIM, Esq., Secretary to the Board of Revenue, Fort Saint George, dated Chetterpore, 19th March 1861, No. 74 :—

1. I have the honor to submit, for the approval of the Board and of Government, copy of a statement which I propose to file in the Civil Court of Chicacole in a suit brought by one Kathrisetty Venkatanursiah claiming Rupees 8,211-4-0 from the Sub-division Manager and myself, on the ground that this sum represents the Rajahbogum or landlord's share of the village of Polaky which was rented by him from the Government and which remained uncultivated owing to the contumacy of the Ryots, and the failure of the Officers of Government to give timely instructions, empowering him to procure the cultivation of the land by others.

2. Translations of the plaint and of the orders and Arzees, which seem to me material to the point on which the claim turns, accompany this letter; the plaint contains so much matter irrelevant to the point at issue, that I am surprised it should have been brought on the file of the Court in its present state ; it enumerates petitions and orders which passed both before and subsequent to the Petitioner's application for my interference and my order in reply. I have not thought it necessary to notice these in the statement herewith submitted, and I think the Board and Government will be of opinion that sufficient is there set down to show that the village remained uncultivated during the season in question because the Plaintiff himself neither acted on the orders issued by me nor yet would agree to the usual terms of a division of produce on which the Ryots themselves were willing to cultivate, and that either of these courses was open to him at a period when the entire village might have been cultivated.

3. Under the circumstances above stated, I request the authority of Government to defend the suit at the public expense.

4. I have not alluded to the charges of corruption and intrigue against the Sub-division Manager as they do not affect the real question at issue and should be put forward by Plaintiff in another form.

ENCLOSURE No. 1.

DRAFT of an Answer to be presented to the Civil Court at Chicacole, in O. S. No. 30 of 1861.

1. The Plaintiff rests his claim on the assertion that timely orders were not issued by 2nd Defendant to enable Plaintiff to procure the cultivation of the village of Polaky rented by him from the Government. If it can be shown that the orders Plaintiff sought were issued in time to admit of the cultivation of the village the plaint falls to the ground. And so also if it is shown that he might have had a landlord's share of the produce without the intervention of Government.

2. Representations from the Plaintiff on this subject, dated 20th March, 21st April and 7th May 1860, were forwarded to 2nd Defendant by 1st Defendant, who, as Manager of the Sub-division Cutcherry, referred all matters for 2nd Defendant's orders, during the absence of the Principal Assistant Collector.

3. These three representations all reached 2nd Defendant on 16th May.

Marked A. They set forth certain grievances and losses alleged to have been sustained by the Plaintiff at the hands of the Ryots and pray that unless the latter execute agreements to pay a fair rent either in grain or money, Plaintiff should be authorized to employ other cultivators.

Marked B. 4. An order was despatched by 2nd Defendant on the 21st of the same month to the Peshkar of Polaky, directing him to inform the Ryots that the renter was authorized to employ others unless they exchanged cultivation agreements with him on fair terms.

5. Copy of this order was sent at the same time to the 1st Defendant at Chicacole.

Marked C. 6. The Arzee of the Peshkar of Polaky addressed on the 6th June to the Principal Assistant's Office, shows that this order had been duly received at Polaky; that the matter had again been discussed with the Ryots and the Plaintiff; that the Ryots were then willing to cultivate the whole land on a division of produce but refused to pay a fixed rent in money or grain.

D. 7. On the 16th June, a Yadee was received by the 2nd Defendant from the Principal Assistant's Office, from which it appeared that no steps had been taken towards cultivating the land up to that time.

E. 8. The 2nd Defendant in a Yadee, dated 25th June 1860, then repeated the instructions already given to the Polaky Peshkar in the order of 21st May.

F. Will be sent in a day or two. 9. An Arzee, dated 23rd August, addressed by the last-named Officer to the Principal Assistant shows that the Plaintiff had up to that time done little or nothing towards causing the land to be cultivated himself and was still unwilling that the Ryots should cultivate on the usual understanding to divide the produce. The same Arzee shows that even up to the end of August there was still time to cultivate the village of Polaky (which has ample means of irrigation). After this the Plaintiff still continued to address the Principal Assistant Collector, but took no effectual steps towards cultivating the village.

10. It follows from these facts that the Plaintiff received the authority which he sought sufficiently early to have secured the cultivation of the village. If he felt himself unable to carry out his own intended arrangements, he might have accepted the terms on which, as shown in the Polaky Peshkar's Arzee of 6th June, the Ryots were then willing to cultivate the whole village. His claim to be reimbursed by Government for the loss of the Rajahbogum of the village (for so the plaint runs) is, therefore, clearly untenable, and he is himself answerable for the village not having been cultivated.

ENCLOSURE No. 2.

To the Civil Court of Chicacole.

Plaintiff.		*Defendants.*
Kathrisetty Narasaya of Chicacole by profession an Inamdar and a renter.	*versus*	1. Raugo *alias* Kautoty Kantarow Pantulu, Sub-Manager in the Principal Assistant Collector's Office of Ganjam at Chicacole, and an inhabitant of Chicacole. 2. G. S. Forbes, Esq., Collector of Ganjam, and an inhabitant of Chetterpore.

The village of Polaky in the Taluq of that name was under the management of its late proprietor up to Fasli 1262 when it used to yield a revenue of Rupees 1,170-9, viz., value of 176 garces of paddy at 6¼ a garce, Rupees 1,100 and ready-money rent of dry lands Rupees 70-9. In Fasli 1263 it reverted to Government, and by the improvement of irrigation works such as the repairs of channels and erection of sluices, and by the extended cultivation of Banjar lands, the village of Polaky was capable of yielding in the first crop 500 garces of raggy and paddy from both dry and wet lands per annum, half of which, viz., 250 garces, was the proper Rajahbogum. But when the Taluq was under the Circar management the real yield was understated by the connivance of native Officers of Government, and hence the Beriz of the village was only 2,800 Rupees up to Fasli 1267; the Government, therefore, gave the village in question in rent on competition in common with other villages of the Taluq, when the Plaintiff presented an offer for Rupees 3,575 a year for three Faslis from 1268 to 1270, being an increase of Rupees 775 per annum, and his proposal was approved by Circar. With a view of subjecting the Plaintiff during these three years and then the Government to a loss by not showing the actual capabilities of the village, and of having the lease of the Plaintiff cancelled and getting it back for the Ryots before the term of the rent of the Plaintiff is over, the Ryots and the first Defendant, &c., Government servants combined together and caused the village to be mismanaged during Fasli 1268 and subjected the renter to great loss. By the intrigues of the 1st Defendant the lands of the village were left waste, the cultivation decreased, the crops were made away in Fasli 1269 in which the village (of Polaky) was under the management of Government officers, and many other irregularities were committed. Under a promise of giving redress to the Plaintiff the 1st Defendant and some other native officers took bribes from time to time from the Plaintiff both in person and through some of his people. Not being contented with what they have received and having sided with the Ryots, they had the village administered by Government officers for Fasli 1269 without the consent of the Plaintiff and subjected him to loss. For this the 1st Defendant and others are responsible. A reference to the records will prove this. The Plaintiff presented some Petitions to the effect that the Ryots cannot be permitted to hold lands on the condition of giving share of produce for Fasli 1270, that formal agreements should be immediately entered into binding them to give a fixed rent either in money or grain. In failure of this permission should be given to the Plaintiff to make over the lands to others by ousting the Ryots before the expiration of the cultivating season; that in the event this request is not granted the village may be taken under Amani and the Plaintiff allowed the full share of produce. On the same subject the Amins of the Polaky Taluq made some reports and some correspondence took place between the Plaintiff and the Amins. In support of the same, several Official Memoranda passed between the Collector and his Principal Assistant, and some orders were issued to the lower officers (Amin's Cutcherry) and some endorsements also were made. The following are the record connected with the present case:—

3 Petitions presented by the Plaintiff on the 20th March, 21st April and 7th May 1860, in the office of the Principal Assistant Collector which was under charge of the 1st Defendant owing to the absence of the Principal Assistant Collector.

4 Petitions presented by the Plaintiff on the 14th June, 24th July, 3rd and 19th August 1860, in the office of the Principal Assistant Collector.

1 An Endorsement of the above officer on the Petitions, dated 24th and 26th July of the same year.

5 Arzies from the office of the Peshkar to that of the Principal Assistant Collector on the 10th and 24th April, 6th June, 24th July and 23rd August of 1860.

2 Letters from the Peshkar to the Plaintiff, dated 13th and 20th July 1860.

1 Letter, dated the 23rd August 1860, being an answer to the Peshkar's letter addressed on the same date.

2 Arzies sent by the first Defendant to the office of the Collector, one bearing date the 12th, 13th or 14th April, and the other 8th, 9th or 10th May 1860.

3 Yadies, dated 16th and 30th June and 28th August 1860, from the office of the Principal Assistant to that of the Collector.

4 Yadies, dated 18th April, 15th May, 25th June and 12th September 1860, from the office of the Collector to that of his Principal Assistant, and also copy of a Hookoom.

6 Orders, dated 15th May, 30th June, 10th and 16th July, 25th August and 19th September from the office of the Principal Assistant to that of the Peshkar.

4 Petitions presented by Plaintiff to the address of the Collector, dated 23rd and 30th August, 12th and 17th September 1860.

1 Registered Petition of the Plaintiff, dated 6th November 1860, to the address of the 2nd Defendant requesting him to favor with an Endorsement on the same Petition under Clause 2, Section 4, Regulation I of 1823.

1 Petition of the Plaintiff, dated 10th November 1860, to the address of the Principal Assistant Collector, requesting an Endorsement under the above Regulation.

1 Petition of the Plaintiff, dated 28th December 1860, to the address of the present Principal Assistant Collector.

1 Endorsement made by the above Officer on the above Petition on 8th January 1861.

1 Endorsement made by the Collector on the 22nd September last, on the Petition of the Plaintiff, dated 12th September.

1 Endorsement made by the Collector on the 17th September, on the Petition of the Plaintiff, dated 27th September.

1 Endorsement of the Assistant Collector made on the 18th December, stating that it has been made under instructions from the Collector, with reference to a certain Petition which is not particularized.

38 Total thirty-eight papers.

The above correspondence as well as some other records, &c., show that—

The Defendants countenanced the acts of the Ryots and by their orders they gave an opportunity to the Ryots to act in the same way during Fasli 1270; that they did not give decided orders during the time of entering into agreements and of agricultural operations, and that they allowed the 83 Ryots to hold lands under them without at least causing the plants which were grown by them to be transplanted thus keeping the lands waste. The consequence was that the Plaintiff suffered a loss of revenue that may be derived from the first crop of the lands under the 83 Ryots of the village which is answerable for the Circar Jamabundi and profit of the renter.

The delay of six months from 20th March, the date of the Plaintiff's Arzee, 19th September, the date of the last notice issued by the late Acting Principal Assistant Collector, during which long period the 1st Defendant kept up with a malicious intention an unnecessary correspondence, and the defect of the investigation are proofs of the above statement. The Plaintiff was only allowed an authenticated copy of the above notice. The Plaintiff's application for authenticated copies of other record accompanied by stamp papers was rejected by the late Principal Assistant Collector with an Endorsement to the effect that there was no reason to comply with the Plaintiff's request. The report of the Peshkar, dated 23rd August, and the Petition of the Plaintiff, dated 12th September, show clearly that the time of cultivation has expired long before the date of the notice in question. The present Acting Principal Assistant Collector gave an Endorsement on the 8th January 1861 on the Petition of the 28th December referring the Plaintiff to that the 7th December, but the Plaintiff has not received any Endorsement whatever bearing the latter date. There were 88 Ryots in the village of Polaky up to last Fasli, two of whom hold their lands on grain rent for last and current Fasli. In the present year the lands of three of the Ryots have been also rented to them on grain rent; of these three, one is a Kadeem Ryot, and the other two are Payakary Ryots who took up the lands thrown up by two Kadeem Ryots; the rent of these lands is G. 21, P. 27, M. 6, of paddy. In the holdings of the remaining 83 Ryots which were left under them by the Defendants, the plants that were grown by them were not caused to be transplanted by the Defendants, but the lands were allowed to be waste, and the record is a sufficient proof. The Defendants on behalf of Government are answerable for the loss thus sustained of the first crop of

500 Garces of paddy which would yield in the lands of the village in question as stated above, the Plaintiff is entitled to half of it, viz., 250 Garces of paddy for Rajahbogum; of this Garces 21-27-6 being the rent of certain Ryots should be deducted. Thus there remains Garces 228-2-14, which at the present rate of 36 Rupees a Garce would amount to Rupees 8,211-4. The Plaintiff, therefore, prays for the recovery of this sum from the Defendants together with its interest and costs of the suit.

(Signed) T. VENCATANARASIAH.

(True Translation,)

(Signed) G. S. FORBES, *Collector*.

ENCLOSURE No. 3.

ABSTRACT.—Translation of an Arzee addressed by the Sub-manager to the Collector of Ganjam, dated 10th and received 15th May 1860.

ENCLOSURE No. 4.

ABSTRACT.—Translation of an order issued by the Collector to the Peshkar of Polaky, dated the 21st May 1860.

ENCLOSURE No. 5.

ABSTRACT.—Translation of an Arzee addressed by the Peshkar of Polaky on the 6th June 1860, to the Principal Assistant Collector of Ganjam.

ENCLOSURE No. 6.

ABSTRACT.—Translation of a Yadee from the Principal Assistant to the Collector, dated 16th June 1860 and received 23rd idem.

ENCLOSURE No. 7.

ABSTRACT.—Translation of a Yadee from the Office of the Collector to that of the Principal Assistant Collector, dated 25th June 1860.

ENCLOSURE No. 8.

ABSTRACT.—Translation of a Yadee from the Principal Assistant to the Collector, dated 28th August 1860, and received 8th September 1860.

ENCLOSURE No. 9.

ABSTRACT.—Translation of a Yadee from the Collector to the Principal Assistant Collector, dated 12th September 1860.

Read also letter from the same Officer, dated 21st March 1861, No. 76.

(In Cons. 3rd April 1861, No. 2,019.)

1. The Collector reports the institution of a Suit against himself and the Sub-division Manager in the Civil Court of Chicacole by one Kathrisetty Narasaya for the recovery of Rupees 8,211-4-0, as the landlord's share of the produce of the village of Polaky which was rented by him for the three Faslis 1268 to 1270, at Rupees 3,575 per annum.

2. The Plaintiff alleges that the Ryots would not come to terms with him for the cultivation of the village, and that the Collector did not pass timely or sufficient orders to enable him to get the lands cultivated by others, thereby causing the losses for which he now sues.

3. The Collector shows in his statement that he duly issued the necessary orders, and that Plaintiff's losses were caused by his insisting on a fixed rent in money or grain instead of sharing the produce according to usage and by other defaults of his own.

4. The Collector should have forwarded the terms of the rent which can only be gathered at present from the papers. The Board presume that such extra-judicial aid as Plaintiff claims did not form one of the stipulations. They observe also that one of the conditions of the lease is said by Mr. Tod (in paragraph 8 of his memorandum to the Collector) to have been that the village should be settled on the sharing system. Both these points should, the Board think, be urged in the reply.

5. The Board resolve to request the sanction of Government for the defence of the Suit in the first instance.

6. The Collector is requested to state whether the village in question, as well as the others similarly rented, cannot be settled in some preferable way.

7. He should have given the number of the Suit, and stated the period within which the answer must be filed.

8. The Board remark that the correspondence between the Collector and Principal Assistant appears to have passed wholly in the vernacular. This is objectionable, and the usual rule of restricting vernacular correspondence between European Officers to matters of office detail should be adhered to.

9. The charges of corruption will not of course be neglected, merely because they are brought forward in an incorrect mode, if they seem probable to the Collector.

(True Copies and Extract.)

(Signed) J. D. SIM,
Secretary.

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

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

Exd. J. Wright.

a 5

R. D.

No. 821

Proceedings of the Madras Government

Under date the 13th April 1861

Read the following Pro:
:ceedings of the Board of Revenue

Submitting letter from the Collector of Ganjam reporting the institution of a Suit against himself and the Subdivision-Manager for recovery of Rupees 8211-4 as the Landlord's share of the produce of the Village of Polaky rented by him, & requesting sanction for defending the Suit.

(Here enter 10th April 1861 No. 1862)

P. 1. The Honorable the Governor in Council sanctions the defence in the first instance at the public cost of the Suit instituted by one Kattarasetti Narasayya in the Civil Court of Chicacole against the Collector of Ganjam and another; but he will determine when a copy of the Decree is submitted, whether the costs, if any be adjudged against

against the Collector, shall be borne by that officer or by the Government.

2. From the imperfect information supplied by the Collector respecting this case, it appears very doubtful whether he was justified in passing orders as he did. If, as seems to be the case, the custom of the village in question is a division of the Crop, the village could not properly be given to a Renter on other terms. It does not, in fact, appear to have been given on other terms, as Mr. Tod says expressly that it was stipulated that the Renter should "receive half share of the produce"[x]; and the Renter was bound to adhere to that condition, and it does not appear how the Collector could properly uphold him in insisting on a breach of it.

[x] Memo Augt 28th Paras 8.

11

It cannot be supposed that the Ryots would wantonly or without some reason which seemed to them very cogent, have refused to cultivate their lands to their own great and certain loss. If the case is as stated in this paragraph, the defence should not be that the Collector gave the order sufficiently early, but that the Renter had no claim to such aid at all.

3. The Board will call on the Collector for explanation as to the actual terms of the rent, and the grounds of his order in favor of the Renter. That order has certainly weakened his defence to the suit.

4. The Govt approve the Board's orders in Paras 6 to 9.

Copy to the Board of Revenue Dispt 13
13 Ditto do — to do with 12 Encls

Revenue 1861 Deptt.
Pro: of Govt for April

No 821.

Pro: of the Madras Govt.
Dy 13th April 1861.

Suit against the Collr of Ganjam -

Pro: of the Board of Rev Dy 18th June
1861 C No 1217 -

~~Forwg Dy~~ Dy 30 July 1861 Cr 1913
Forwarding Decree for impn: 10 Augt.
No 1608

Defence at the Pub:
lic cesspence of the suit in-
stituted against the Collr
of Ganjam by one Kattha-
vasetti Narasayya, in the
Civil Court of Chicacole,
sanctioned -

No 199 & 200