

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 701

Press
Mis.

574-515

Dated

30.3.18/37

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
30th March 1865.*

No. 514. I have the following letter from G. A. BALLARD, Esq., Collector of Malabar, to J. F. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, Calicut, 2nd September 1864, No. 119A:—

SIR,

G. A. Ballard, Esq., Collector of Malabar, to J. F. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, Calicut, 2nd September 1864, No. 119A:—
In May 1862, No. 1,000, received with Board's resolution, dated 9th idem, No. 2,977.
Do. 1862, No. 2,384.
Memorandum from Govt., 6th July 1863, No. 143.
Do. 1863, No. 87.
Do. 1863, No. 239.
Do. 1863, No. 123.
Do. 1863, No. 2,143.
Official Memorandum from Govt., 1st August 1864, No. 120.
Dated 29th August 1864.
Do. 7th March 1865, No. 37.

1. Adverting to the correspondence noted, I have the honor to submit an original Memorandum* received yesterday from the Collector of Coimbatore, and a report† from the Deputy Collector Wynad, on the claims of the Nilamboor Raja to the country about Nedivattam.

2. Two distinct questions were originally involved in these claims:—

Firstly.—As to the validity of the Raja's title to Nambalakotta proper, which purported to have been acquired partly at a public auction in execution of a Decree of Court in 1835, and partly by mortgage from the late Nambalakotta Varnavar.

Secondly.—As to the Raja's claim to the hill slopes, crests, and plateau east of Nambalakotta proper and as far as the Pykara river.

3. On the first question a decision has already been come to. It was resolved that however the territory was acquired by the Raja, no action on the part of Government should now be taken to disturb his possession of Nambalakotta proper.

4. The second question has still to be dealt with, and I concur with the Deputy Collector of Wynad and Collector of Coimbatore in thinking that the claims of the Raja of Nilamboor to the territory east of Nambalakotta proper are untenable.

The subject is well nigh exhausted in Mr. Richardson's report and Mr. Grant's Memorandum, and I will make my remarks as brief as possible.

5. It is perfectly clear from Mr. Richardson's enquiries and report that this disputed tract is not included in the property sold under the Decree of Court in 1835.

The Raja's claim rests on his acquisition of the land from the Nambalakotta Varnavar. The Varnavar's right to dispose of the land is more than doubtful; but were it clear as day, there is ample room to reject the Nilamboor Raja's claim to valid acquisition.

6. The document purporting to be a Deed of Mortgage from the Varnavar makes no mention of the Pykara river as a boundary, or of sundry prominent natural features that could not fail to have been noticed had the document related to the territory in which they occur, whilst the circumstances under which the later documents purporting to be from the Varnavar's sister, notoriously insane, and in the power of the Raja before and at the period of their date, obviate the necessity of entering into any discussion as to the situation of the lands they refer to, or the title of the alleged mortgager and granter.

7. The only grounds then on which I refrain from advocating the immediate and peremptory assertion of the Government claim to all the unoccupied lands lying eastwards of the boundaries of Nambalakotta proper, as defined in Mr. Richardson's report, and the adoption of proceedings on the part of Government to assume the position of Jenmi with respect to the occupied estates on the slopes of the hills, is the remissness with which Government itself has hitherto guarded what I believe to be its rights.

Notwithstanding Mr. Sullivan's report in 1841, and Mr. Chatfield's report in 1849, the Raja was allowed to dispose of to Mr. Ouchterlony, without objection on the part of Government, the noble valley of which that gentleman is now the fortunate possessor. Other estates were sold to Mr. Lascelles by the Raja, and it was not, as far as I can ascertain, till 1853 that his pretensions were practically questioned.

Should

Proceedings of the Madras Government, Revenue Department,
30th March 1865.

8. Under these circumstances I venture to suggest that compromise is the best mode of settlement, and I would propose that I should be empowered to inform the Raja that the Government will not take action to disturb his arrangements with the occupants of the estate, and his enjoyment of rents, &c., payable under those arrangements, provided he abandons his pretensions to all the remaining country situated east of the boundary alluded to. The said line to be clearly fixed on the ground by representatives of the Government and the Raja without delay.

P. S.—The Map alluded to in Mr. Richardson's Report has unfortunately been lost. I am making enquiries regarding it. Should the original or a copy of it be found, it will be sent without delay.

No. 515. ORDER THEREON, 30th March 1865, No. 701.

Forests, No. 15.

1. The Governor in Council has very carefully considered the voluminous correspondence connected with this subject, and has come to the conclusion that the claim of the Nillamboor Terupad to the tract in question is wholly invalid.

2. His Excellency, therefore, directs that the right of Government to the tract be at once asserted and maintained by the Collectors of Malabar and Coimbatore.

3. The Governor in Council however directs that in this, as in the case of the forest tracts recently assumed in Wynad, all titles *bona fide* derived from the Terupad prior to the date of this order be respected, and that no enquiry be made into such titles except in cases where *prima facie* there is reasonable ground for questioning their good faith. The extent, position, &c., of these estates must of course be registered in the Collector's Office.

4. Unoccupied land which it is not desirable to reserve will be sold as applications are made for it, under the Waste Land Rules.

5. The Government cannot assent to any "compromise" with the Terupad, as such a course would imply doubt in the goodness of title; they are willing, however, if the Terupad acquiesces in their present decision to leave him in enjoyment of the payments which the holders of lands *bona fide* granted by him up to this date may have agreed to make to him, in commutation of "Jenn" rights. In this event these proprietors will only pay to Government the annual assessment due on the lands according to the rules of the District, otherwise they will hold from Government on the terms of their agreements with the Terupad as respects "Jenn" rights.

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

Coimbatore Collectors Office
Ootacamund 29th August 1865

Copy
From P. Grant Esq^r
Collector of Coimbatore
To G. A. Ballard Esq^r
Collector of Malabar
Sir,

With reference to the Proceedings of Government, Revenue Department and their order thereon dated 11th November 1862, No. 2384, I beg to forward the accompanying report on the claim of the Nellamboor Terupad to the Hill Country situated to the west of the Pykara River. The Map to which allusion is made in Mr. Richardson's report, and to which I have referred is in your Office, and should accompany our joint reports to Government. Much of the delay on my part in reporting on this subject was occasioned by my desire to meet the Nelliamboor Terupad on the disputed land—he did come to Goodaloor but as you will observe, without any satisfactory

Should

Satisfactory result.

I have the
[Signed] P. Grant
Collector

Coimbatore Collectors Office
Coimbatore 29th August 1864

Memorandum.

The subject referred for report is, whether certain land at Kadavallam planted out by Government with "Chinchona" is within the limits of the Estate of the Vellumboor Rajah. This land, the Vellumboor Tiroopad, or Rajah, as he is more generally known out of Malabar, alleges, formed a portion of the Kumbalacottah Verryoonavar's estate which has now passed into his hands part by right of purchase at a sale at the Wynaad Moonisiff's Court in satisfaction of a decree of the Gillah Court of Calicut, and part by purchase from the Kumbalacottah Verryoonavar himself, and his sister his sole surviving heir. In order to a full understanding of the earlier transactions connected with the

the case it will be well to quote at length a letter dated 21st June 1849 from Mr Chatfield, Sub Collector of Malabar to Mr Conolly Collector of the same District.

"You are aware that the Teroo-
pad, otherwise called the Rajah of Mel-
lumboor lays claim to an extensive tract
of territory in Wynaad - to territory in fact
extending from the Carcoor Pass to beyond
the boundaries of Mysore and from
Mellialin to the Pykara river on the
Kilgherries, on the plea first of a
Mortgage, and secondly of a purchase
effected by his Agent at the sale of the
landed and personal property of the
Kumbalacottah Verryoonavar when sold on
22nd June 1835, in execution of Decree
277 of 1830, on the file of the Gillah
Court of Calicut."

"It is pretended that in con-
sideration of two loans for sums amount-
ing to about 5,000 Rupees, the Verryoonavar
in the Malabar years $\frac{1005}{1830}$ mortgaged
or, more correctly speaking, made an
unconditional surrender to the Rajah of
all his property, and for the future threw
himself and family upon the kindness
and

Should

"who conducted the sale, handed over on his
 "own authority, in addition to the Hills/
 "timber, Sandalwood, and grain to the value
 "of full 10,000 Rupees. The annexed list
 "shows the extent of timber, &c. with
 "its value at a very moderate estimate.

"As the purchase of this
 "large property was not made in the name
 "of the Rajah, who from first to last is
 "not allowed to appear in the transac-
 "tion, but in the name of the above-
 "mentioned Pagoda belonging to and
 "managed by the Veyoonavar, the proceed-
 "ing is in direct opposition to section
 "c. ~~XIII~~ Regulation ~~XVI~~ of 1802, and at
 "once vitiates the sale, and as more property
 "was sold and more money realized than
 "the amount of the decree required, and
 "as land was disposed of when moveable
 "property was more than ample to meet
 "the demand, the rules and practice
 "of the country have been broken,
 "and a wrong done which requires
 "to be rectified. Now we see
 "property worth many lacs
 "put

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"put up to sale to satisfy a
 57 She. Buffaloes @ 8 R. each 456- "debt of 1447 and
 44 He D. at D. 352- "sold for 3000 R.
 33 Calf at 5 R. --- 165-
 24 Bullocks at 10 R. --- 240- "when as shown
 29 Young R. at 5 R. --- 145- "in the accom-
 133 Cows at 5 R. --- 665-
 13 Calfs at 3 R. --- 39- "pranging list the
 84 Pummer at 30 R. --- 2520- "value of Cattle
 Total R. 4582- "and slaves alone

"(slaves were then I regret to say vendable) if
 "sold in the Manan lody Bazar would have
 "realized upwards of 10,000 Rupees. The
 "Veyoonavar's house and effects would have can-
 "celled the debt, the Cattle and slaves,
 "it is shown would have paid it three times
 "over. Was all this the result of chance
 "and adverse circumstances, or the result
 "of deliberate fraud and connivance? "

"In my late Circuit to William-
 "boor and Goodaloor, I made all the
 "enquiries I could regarding this sale,
 "and the unhappy Veyoonavar, and the
 "most respectable people assured me
 "that they never heard mention of a sale
 "until it was over, and that at the time, and
 "for some time previous until the period
 "of his death, the Veyoonavar, as his sister
 "now is, was perfectly and undeniably
 "insane.

Should

"insane, incapable of transacting business
"or taking care of himself or property!"
"His sister and Nephew are said to have
"been forcibly removed from Wynad
"and the grisvous infirmity of the former
"it is believed was induced or exaggerated
"by cruelty.

"The subject of this sale and
"the Tiroonapadi claims is one of no im-
"portance, now the family of the Terynoovar
"being extinct his extensive property
"devolves upon Government.

"If the pretensions of the
"Tiroonapadi are allowed it must be
"remembered that his claim is not bounded
"by Wynad but ascends the Ghauts and
"includes the vast and valuable terri-
"tory between the Koondaw Neddawattum
"and the Pycara River upon the Neil-
"gherries. This part of the claim is not
"I think, as supposed by Mr. Sullivan
"based upon the sale (as I find no
"mention of the Neilgherries in the
"Schedule) but upon the pretended
"mortgaged deeds alluded to before.

"I cannot for an instant
"suppose these two mortgage deeds
any

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"any thing but impudent and gross for-
"geries and if they are not forgeries, the
"Rajahs Agent, acting I presume under
"his instructions has by making a
"formal purchase of land on which he
"asserted the possession of a previous or
"mortgage claim either directly initiated
"that claim or shown indirectly that it
"would not bear the scrutiny of a Court
"of Law - Is it within the probability
"that a Man should for a mere trifle
"make so injurious and so absurd a
"disposal of his property? To make a
"contract binding and pro quo ought to
"be apparent, but here it seems that a
"man resigns comparative wealth and
"independence for beggary and depen-
"dence. This might alone substantiate
"the rumour of insanity. if the deeds
"were worth any thing why were they
"not mentioned in the original decree
"or produced to stay the sale altogether?
"The deed said to have been written
"in 1005 resigns every thing the Teryno-
"ovar possess into the hands of the
"Rajah, and the second deed is con-
"sequently altogether superfluous.

Should

"I leave my strongest argument for the
"last, namely, that since an heir of the
"Ternoonavar's nephew) was living when
"these mortgages or rather alienations, are
"said to have been effected, it was ne-
"cessary, according to the customs of
"Malabar to obtain the sanction and
"signature of the heir and his guardian,
"without this no alienation could be
"valid, and as this was not done the
"deeds are worthless.

"The house, Pagoda and some
"other property of the Ternoonavar was
"not sold but is now held by the
"Rajah under the pretended Mortgage
"deeds. This it seems to me ought immedi-
"ately to be made an escheat of Govern-
"ment and the Rajah left to prove the
"justice of his claim in the ordinary
"course of law. In regard to the Auction
"I trust you will bring it to the notice
"of Government and request that every
"thing connected with it may undergo
"a strict enquiry. The Moonsiff who
"effected the sale is dead and there
"will be much difficulty I fancy in
"clearing up any mystery that may
"now

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"now exist, and the whole truth, if attained
"will have to be elicited from unwilling
"because interested parties."

"As remarked by Mr. Chatfield
the claim of the Teruvapad is not con-
-fined to Wynad, which lies below the
Ghatts, but extends to that portion of
the Neilgherries which lies between the
Kondahs, Nedawattam and the Pykara
river, and a reference to the Court's sche-
-dule exhibiting the property sold, shows
clearly that this Country was not sold
by the Court. The extensive lands sold
were divided into blocks, the boundaries
of which are given in detail. In none
of these blocks is this land included.
In two blocks the eastern boundaries
of which run along the Pykara river,
after it leaves the Hills and turns
Northwards, and the foot of the Hills
the boundaries so distinctly mentioned
and have been so unmistakably traced
up and recognized on the face of the
country by Mr. Richardson Deputy Collector
of Wynad (to whose report on the subject
I am chief indebted for my information)
that the fact of this land not having
been

should

been included in the Courts Schedule is placed beyond dispute.

Thus the East boundary of the 1st Block is entered West of Allopoyah and Arattaparah and the "East boundary of the second block."

marked 1
and 2 on the
accompanying
map.

West of Vellamahpoyah and Keluvahpoya. By connecting these points with a line it will be observed that the portion of the Neilgherries claimed lies to the east of the land sold under the decree of Court.

marked 3 & 4
in the map.

The question then arises. on what grounds does the Telamboor Teruvapad base his claim to the Hill country above the Ghauts? It is believed that he rests his claim, to this tract of Country on the fact, as he alleges of his having purchased it from the Nambala Cottah Teryoonavar in the year 1837. (Deed No. 2 in the list accompanying Mr. Richardson's report) In this deed of sale the names of all the Hills and other lands sold are entered, they lie to the west of the boundary line marked in the map forming the Eastern boundary of the blocks of land sold by

by the Court no mention is made in the deed of the Pycara river as a boundary line nor are the Devarah-betta Kodala-Coonoo, Halagodevullom and Halagatah or Halavalakuttum Hills, which lie to the East of the abovementioned boundary alluded to. The Nambalacotta Teryoonavars claimed this country in virtue of an old deed written on a Bamboo / Palam. Mr. Richardson's list said to have been granted by the Thodars who resided to the west of the Pycara river. A Translation of the Deed is here given. "Deed from Thodars Harikamand Kanan Yerruth and a Karmad mund Annay Thotha Themballan Allickil to the Vetta Kara. Muggan Puthavatha Pagoda. 20 Thulam 959."

"We being the Jernum residents of the Jernum of the Puthavatha Pagoda and residing on the Western side of the Pycara River having failed to pay according to an old custom 60 Candies of rice and 120 old fanams for the last 8 years caused by our having gone to another country we hereby agree to pay annually from the 20th Thulam 959 according to

Should

"to the old custom 60 Candies of Ghee and
120 old panna to obtain the favor of the
Thavum and the Tervanavar Thamburan
for ourselves and children."

Witnessed by Gooddear
Pattan-char Mathen

Further
Valliah Munden
Kothan Pungan

Signed by Stories

The specific object for which
the payment of the Ghee and Money is
agreed to be made, is it will be observed to
obtain the favor of the Thavum for God
and Tervanavar Thamburan for
themselves and children. Now on the
strength of such a document the
Numbollacottah Tervanavar could
expect that his claim to a vast extent
of country would be recognized it is dif-
ficult to conceive. It is well known that
the Numbollacottah Tervanavar was once
a powerful feudal chief and that accord-
ing to the tradition of the Country, he
extended his protection to his weaker
neighbours. In this view of the case
the Todars might have sought his
protection

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protection and favor but nothing more. The
views of Government in regard to this
document are contained in paras 13. 14
15. 16 of their order dated 20th March
1860 No 482 communicated with their
Proceedings in the Revenue Department.
Mr Sullivan in his report of the 29th
January 1841 in writing about this docu-
ment stated that it would avail the Rajah
nothing and Mr Robinson when acting
Collector of Malabar declared it to be a
fabrication. The Todars and Kothars
most interested in the matter stated
before Mr Richardson as recorded by
him to the effect that the Nambala-
cottah Tervanavar never exercised
any right over them and that no such
document had ever been granted by
their people."

The Chetties also who in-
habit that part of the country at the
base of the Hills state that Nambala-
cote proper never extend beyond the
foot of the Hills. I confess that after
a careful consideration of all the
documents and possessing a considerable
personal

Should

personal knowledge of the localities
alluded to, I can only come to the
conclusion that the Kellumboor
Teroospad does not possess one valid
claim on which to base his claim to
the tract of country on the Bill
westward of the Pygara River - ever
since it came into the possession of
the Government, the Government have
exercised rights of ownership in it.
The Todars who possess a number of
Munds in it have yearly grazed
their Buffaloes there and paid their
dues to the Government, but beyond
the fact that the Kellumboor Teroos-
pad has urged a claim to the land,
he has never until lately attempted
to exercise any rights of ownership to
the Bill lands - his claim, therefore
I consider should be rejected in total.
Some months ago the Kellumboor
Rajah on Mr. Duchterson's invitation
met me at Goodaloor. I was anxious
that he should visit the country
he claimed, and make himself personally
acquainted with the boundaries -
entered

14
entered in the Court's Schedule, but he
was so anxious to return to the Low Country
ostensibly to perform certain ceremonies
that I found it was useless to make
any proposition to him on the subject
and beyond a general discussion about
his claim nothing was accomplished.

/Signed/ P. Grant
Collector

/True Copy/
/Signed/ G. A. Ballard
Collector

Redd. -
" " " "

Should

Rev No. 2391.

Memorandum.

This question has been brought before Government in one shape or other several times during the last five and thirty years but no decision has ever been arrived at; and, after all, the evidence for or against the propriety of the tract of country between Koddimalam and the Pachara River by the Vellumbur Rajah is so vague and conflicting that it is difficult to know how to deal with the case. Experienced officers in former years have expressed strong opinions on both sides. The feeling at present, judging from the reports on which orders are now required, is adverse to the claim, though there is diversity of opinion as to the extent to which Govt. should

Rev. J. G. 30 March 1865 H. 511.

should press the sovereign rights.

Mr. J. Sullivan, the founder of Colacamund and first settler on the Kilgiris, was Collector of Coimbatore between the years 1820-30. He was a great stickler for the rights of the aboriginal inhabitants of the Hills, but his views on this and other points and indeed his general administration of his Division did not meet with the approbation of the Government of the day at least of the period when he resigned the Collectorate when Mr. Stephen Humboldt Lushington was at the head of the administration.

Early in 1830 the Govt. nor recorded a minute pointing out the advisability of placing those parts of the

Mr. Lushington differed on many points with Mr. Sullivan - over most there was no good feeling between them JP.

* 29th January 1830.

the Kilgiris contiguous to Malabar under the Collector of that District in view to the suppression of smuggling. The new boundary line could be made too most opportunely because the departure of Mr. Sullivan and the purchase by Government of his house at Colacamund afforded an opportunity of carrying out the change without

any personal injury or inconvenience. Orders were accordingly issued. On the receipt of these instructions the Board of Revenue forwarded to Government a letter which they had just received from the Collector of Coimbatore in which he had advanced reasons against the transfer of any part of the Kilgiris to Malabar.

* 1st February 1830 at 7/4
* dated 31st Dec^r 1829

From the papers forwarded by

By Mr. Sullivan it appeared that the Collector of Malabar (Mr. Sheffield) had in the middle of 1829 differed with him as to the boundary of the two Districts. In arranging for foot-runners to be stationed along the road from the Nilgiris to the western coast Mr. Sheffield had in the first instance placed men between Manumboddy and Paikara, but learning that Mr. Sullivan had employed runners between Neddubetoor and Paikara he withdrew his men, stating at the same time that he was quite sure that the Paikara River divided Malabar from Coimbatore and that Neddubetoor was not the boundary. In supporting this belief he forwarded the documents described below which appeared to him to

In those days, and for long afterwards there was a more chronic squabbling between the Chief of Malabar and Coimbatore on the tobacco monopoly boundary dispute & other matters.

* 12th July 1829

Document No. 1

* Alkappooram
Jammeda ally
Walia naypooram
Melanora

* Medicinal Root

to afford distinct and positive proof ^{in support} of his view of the case.

The first was a deposition given by four Chetties inhabitants of Goodalore in Malabar, Umshom regarding the boundaries of the "Mambolacottah Wetta Karomagan - Paroothuwaatha and Waranoor District in South Wynad." They described the boundaries on the E. W. N. S. S. E. N. W. N. E. S. W. - that on the S. E. being the Paikara River. Within these boundaries were four Deshams whereof the elephants, Sandalwood and house-trees of the Todawars situated to the S. E. of the boundary above mentioned and the Wajinbam cultivated in the Saranamamatha Desham, appertain to and are enjoyed by the Waranoor in the name of the Paroothuwaatha. - They further gave an account of what occurred when Capt. Ward came in the month of

of Noomborn 1802 to survey the
Hills; how when he pitched his
tent on the Western side of the
Vihara river the people on the
other side refused to supply him
with milk on the ground that
he was in the Maranoor's country;
how when Capt^d Ward enquired
from themselves the facts of the
case they told him that the co-
untry on the West side was
the joint property of the Paruthe-
watha Kumbolacottah Maranoor;
and how when arrangements were
made for an oath to be taken to
that effect, the Coimbatore people
did not come forward whereupon
Capt^d Ward observed that the tract
must clearly belong to Kumbola-
cottah. — They also related that
afterwards when in Danoo 1803
some people from the low country

* early in 1827

* December 1827

f

of Wynad came to Tananad-
mantha Deshom to cultivate
Wagenbom, the inhabitants
of that Deshom prevented
them on the plea that they
had no orders from the Prin-
-cipal Collector of Coimbatore;
and that until the year in
question no objection had
ever been made to such cul-
-tivation in that Deshom
which had from time im-
-memorial been the joint
property of the Kumbala
Cottah Maranoor.

Document No. 2
* dated 11th June 1829

The second docu-
-ment was a report from
Hulphully Haroonagara
Menon, Sheristadar of the
Survey Depart^t who had been
Commissioned by Mr. Baber
during the insurrection of the
Pychi Rajah to pursue the Rajah
Minister Paloie Eman. Pair
who was in hiding above the
Keddoo-bettoo Pass. In the
course of this expedition it
was

was pointedly brought to his
notice by the residents on the
Hills that the Puthara river
was the boundary of the Coimbatore
and Chembalacottah Dis-
tricts. This was not simply
the statement of the Cham-
balacottah people but also
of the Todas who lived on the
eastern side of the river, and
who further admitted that
when their cattle were driven
to graze on the western side
they used to pay for the use
of the pasture ground a certain
sum to the Chembalacottah Para De-
vum (a temple so called) but
that in consequence of the dis-
turbance caused by the rebels
they had gone to reside on the other side
of the river. They further expressed
a wish that from this time they might
be protected when they drove their
cattle over to graze.

The third document was
a letter from Capt. B. S. Ward
Surveyor in Malabar, and
was as follows:

I

to the temple - but not to the
Mum Chembalacottah Devum

Document No. 3
* dated 8th June 1829

I have the honor
"to acknowledge the receipt
"of your letter of the 5th Inst.
"I am annexing Copy of one
"from the Principal Collector
"of Coimbatore to your address,
"wherein he considers all
"that mountainous tract
"west of the course of the
"Puthary River, to the sum-
"mit of the Veddoo bet range
"to belong to the Neilgherries
"and dependant on Coimba-
"tore. As you have now
"called on me for information
"regarding this point, I feel
"no hesitation in stating
"that while exploring the
"western portion of the Neil-
"gherries in the years 1822/23
"all the inhabitants both
"Buddagars and Todas,
"who

who accompanied me, to
render aid, and information,
acknowledged that their
mountains extended to the
right bank of the river
above mentioned, and on
several occasions when it
was necessary to visit a
few of the most prominent
topes on the opposite bank,
refused to accompany
me, declaring at the same
time that the whole mass
of mountains on the left
bank were called the
Kiddoo bet (or central moun-
tains) and were all depend-
ent on the Kunnolykota
division of Wynaad. It
will perhaps be necessary
to mention that on one of
my excursions having espied
a

15
a flock of Buffaloes grazing
on the open range on the
left bank of the river I
asked the Todors to whom
the Cattle belonged, and
they gave me to understand
it was one of their flocks
and that they were in the
habit of driving them across
on account of the pasture,
but invariably were driven
back in the afternoon to
their mounds on the right
bank; on another occasion
early in 1827 while I was
employed on the survey
of the Kunnolykota division
I took that opportunity
to explore those mountains,
which for want of prompt
assistance on the former
occasion, as already observed
was

was left a blank in the
Map. On this excursion
up the Naddoorbet Pass,
I was accompanied by
the inhabitants of Goodloor
who rendered me every
assistance, out previous
to ascending the mountains,
I wrote to Mr Sullivan,
the Principal Collector and
requested him to send
some intelligent people
to meet and point out
to me the limit which
divided the province of
Malabar from that of
Coimbatore, inter being
some days on the Hills
and extending my
survey to the Eastward,
I happened one day
to

17
to pitch my Tent at a
winding of the Butkary
River on its left bank
and on my arrival
at it in the afternoon,
my servants informed
me that a Peon and
some inhabitants
who were directed
by the Collector of
Coimbatore to wait on
me were on the oppo-
site bank, and declined
to come across as they
said at the time,
that the River formed
the boundary and
consequently did not
think

"think it their duty to
"state it, or would they
"give me the least
"assistance on that account.

"From the circumstance
"above stated, I have no
"hesitation in asserting
"from my knowledge of
"the inhabitants and the
"tract in dispute that
"the Bukkary from its
"source, and along its
"serpentine course on the
"Mountains has ever been
"considered the limit between
"the two provinces, and the
"subject had only become
"a matter of dispute within
"the last 6 or 7 years." These

11 Aug 29

These papers have
ever which carried such
conviction, to Mr. Sheffield
and by his means, indis-
fied Mr. Sullivan, who,
in his turn, forwarded the
depositions on the subject
which, in his own opinion,
completely dis-proved
the evidence adduced by
the Collector of Malabar.
He further remarked
that all indirect evi-
dence of the kind was little
to the point when strong
direct proof was at hand,
and affirmed his resolu-
tion, to admit that there
might be some ground
for dispute if it could be
shown that since the
cession of the Provinces
of Coimbatore and Wynad
the Indians who occupy
the tract in question
had ever paid a tribute
of

of lay into the Treasury
of Wyndham on account
of the baron, or, to the
Heads of Wyndham as
their landlords. But in
point of fact he was pre-
pared with accounts to
show that since 1800 the
Todavars had paid tax
for this tract of land
into the Treasury of
the Dandaguncottah Taluk.
No question indeed had
ever arisen till Captain
Ward in 1823 thought fit
to raise and virtually
to decide it without any
communication with
himself. This was brought
to the notice of Government
at the time.

The papers for-
warded by Mr. Sullivan
were translations of de-
clarations made by the
Mongars of Tinariy.)
in Todanand and Maluand
and

and other residents of pa-
rimounds affirming that
the North West extremity
of the Nilgiris was Nid-
doo-bell, which with Mook-
artlee Hill had always
formed a part of Malab-
-and the part of the mounds
in that locality being in-
variably paid thro' the
Mongar to the Dandag-
-uncottah Taluk, as well
as the rent for pasture
between Pankana and
Niddoo-bell which was
never permitted to the ba-
-hind Zillah. The todas
and Burghers were in
the habit occasionally
of paying their vows at
a temple in the Malabar
District called Bedacca
poopraswami but never
thro' the Seircar servants
there. On one occasion;
i.e. previous to 1829 a few years back, the
inhabitants of Goodaloor
said

laid claim to the track
between Neddoobell and
Trikara, and finally
men came on behalf of
the collectors of Malabar
to make enquiry. After a
long dispute - it was ar-
ranged that the question
should be settled by a
Panchayat but when
the time came for both
parties to assemble
at Neddoobell the Go-
daloor people never ap-
peared and, under the
terms of the agreement
they thereby lost their
cause. The Pyots of
Godaloor and the
neighbouring parts of
Uyanaad, were, ever, in
the habit of sending
their

their cattle to graze at
Neddoobell or Alaocha-
rated.

Later on, in the
same year the two col-
lectors came into colli-
sion on the same point.

From Mr. Sullivan to Mr.
Sheffield 17 Dec/29.

Mr. Sullivan, was sur-
prised to find that
Mr. Sheffield had
commenced building
a bungalow on the
western bank of the
Trikara, river and
reminded him that
he had no right to
interfere with a tract
which had been
under

under the Comptroller,

Collector for the

preceding 30 years.

Mr. Sullivan further

adverted to the challenge

which he had made

in the preceding August

and which had been

left unnoticed, tho'

Mr. Sheffield had not

hesitated to take pos-

session of the tract.

Mr. Sheffield in reply * 20 Decr/29

pointed out that the

question as to which

district the tract in

question belonged

to was not yet

settled

* 26th December/29

31st December/29 No. 205.

E. M. C. 19th Feb. 1830
No. 180.

settled but that while it was
pending it would be advisable
that the bungalow should be
proceeded with, especially as he
had received direct orders from
Gov^t. for its construction. Mr.
Sullivan on his part begged
that his acquiescence might
not be construed as any, the
most remote, admission, of the
claim set up by Malabar
to the land.

Mr. Sullivan therefore
on the particular grounds above
adverted to as well as with re-
ference to considerations of a
more general nature expressed
a strong opinion against any
transfer to Malabar of any
part of the Kilgiris.

The Government looked
upon Mr. Sullivan's letter
as one of those disquisitions
in which the Collector had
for so many years past ac-
customed himself to employ
them.

"those hours which ought to have been devoted to the more important interests to be confided to his charge." As to the Boundary question the Governor in Council considered the evidence and information adduced by Captain Ward to be conclusive to the fact that all the land on the western side of the Pykara belonged to Malabar. Captain Ward could have no personal interest in the matter his duty was to survey the country and one of the chief objects of a survey is to mark distinctly the acknowledged boundaries of adjoining countries and to fix them, in communication with the inhabitants when they are disputed.

The Governor said Mr Sullivan was glad to get an opportunity of summing him up.

"It is within the recollection of the Right Honorable the Governor that when he passed in the early part of last year the very boundary which is now questioned by

Mr Sullivan the Todawari in attendance themselves explained that he had then entered the Malialim country; the Coimbatore guide refused to go further and the inhabitants of two villages under the separate Collectories greeted each other as such."

The correspondence on the subject already adverted to in Mr Sullivan's letter to the Board of Revenue dated 31st December 1829 was continued in the following month, Mr Sheffield having on the 15th January 1830 transmitted to the Collector of Coimbatore a translation of a Peshamoor or deed of promise and of certain depositions as well as an original declaration given by J. F. Hudson Esq^r which he thought would in connection with the evidence already adduced fully convince Mr Sullivan that the claim preferred by the inhabitants

"inhabitants of Kambala cot:
"take to the tract of country
"between the Keddooowattom
"pass and the right bank
"of the Pankun river is
"founded on justice and
"that their proprietary
"right there is completely
"established."

Mr. Sheffield re-
quested particular atten-
tion to the original Bambo-
document, the property of
Kambalacottah Warnoor, con-
taining the "Deed of Promise"
adding that "its genuineness
"and due execution have been as-
"satisfactorily proved as could
"well be expected considering
"the very remote period
"at which it was executed
"namely fifty six years ago."

The

The translation of the
document was as follows:

"Peshamoor or Deed of Promise
"executed by Todavaratchekel

"Manttilkenam Todawan,

"Yerootende narnad Manttil

"ava Todawan, Kembalan,

"Todawan, Yelly kel Todawan,

"the Jeemkoodians of the co-

"Kittakaroomagan Barathe-

"wata residing on the Jeem

"lands belonging to the

"Barathewatha Devagom

"situated on the west side

"of the Pankara River.

"Whereas, we, the

"Jeemkoodians of Bara

"thawatha have not during

"the last eight years, supplied

"to Barathawatha Devagom

"the 60 Gunders of Phee, and

"120 old fanams which ought

to

to have been furnished by us
annually according to the
custom which has obtained
from time immemorial, by
reason of our having been
obliged to quit the country
and remain absent from it
in consequence of the disturb-
ances which prevailed in
it. We now promise to tender
to the Parathawatha Deva Som,
from and after this day,
to 30th Tulasam 959 according
to the ancient custom, 60
Pundees of Ghee and 120
Lanams per annum. That
we may enjoy the blessing
of the Parathewatha and
the favor of the Rajah, and
that our children may
prosper, we execute this
Deed of promise and
submit

If this deed were genuine
and executed willingly, submit it to the Waramoor
& intelligently by the Tamas
it would prove nothing of the
in the proprietary title
the fact. It shows that
the Tamas immediately
to make certain offerings,
to a Pagoda & that is all.

execution hereof the under-
mentioned persons are
Witnesses, Goodaloor Attil
Patten Badoogan, Chara.
Anatha Badoogan Kataril
Walia Moondan and
Pangan Kotten -
dated 20th Tulasam 959 = Nov. 1783.

Four of the depositions
which accompanied Mr.
Sheffield's letter dated 15th
January 1830 had reference
to this deed. It may be
generally stated that the
individuals who made the
statements were old men
inhabitants of Goodaloor
and its vicinity and two of
them servants of the Waramoor.
They deposed to the fact of
the deed having been executed
by certain Tamas living on
the west side of the Paikara
river.

river who had been sent for
to Kambalacottah because
they had omitted to satisfy
the Parathewatha's claims.
to the payment in accordance
with the stipulations of the
deed from 1783-84 to 1788-89
when the Warranoor, retreated
to Travancore in consequence
of the forcible circumcision
practised after the invasion
of the country by Tippos - to
the subsequent payment of
the contribution between 1797-98
(after the Warranoor's return
from Travancore) 1803-4 -
(the date of the Warranoor's
death,) after which in
consequence of the minority
of the Warranoor and mis-
management of his affairs
it was discontinued. with the
an offering to
the

the temple in 1826-27 by the
sons of two of the Todas who had
executed the deed of a sum of
money ~~to~~ to induce the
removal of sickness ~~to~~
from the Country.

The sixth enclosure
to Mr. Sheffield's letter was
a deposition given before the
Tahildar at Kambalacottah
by a number of the inhabitants
of the District. These people
stated that the Wynad Taluk
extends to the Paikara river
on the High road leading to
Pottacamund, that a dispute
arose about 1823 or 1824 occa-
sioned by some of the Nilgiri
Todas having come to the
west side of the Paikara river
with their Cattle and also for
the purpose of digging for
Vayomba which encroachment
being

being objected to an enquiry was
instituted by the Collector of
Coimbatore who wished this
tract to be considered as apper-
taining to that District: that
the privilege of grazing cattle
between Badloawatham and
the Sai Kara river appertains
to the deity called "Vettakara-
mman Beharadevatna"
and to the Karanoor, that the
Todas of Carranaad and
Sillooanaad had been in the
habit of making an offering
every year for the Polla cere-
mony in the Temple in return
for which they received the
usual present of cloth from
the Cottah: that after 1802 the
performance of the Pollah
Ceremony was interrupted
and the offering in consequence
discontinued, but in 1827
the wrath of the deity
having

having been excited against
the hoodians of the Hills who
were visited by sickness
and their cattle carried away
by tigers they came with a
present to the deity to obtain
protection and promised to
pay regularly in future.

The seventh and
eighth enclosures relate to
a visit paid to the Hills by
Mr Rudleston, Sub Collector
in Canara. No 7 is a deposition
by a daloyet who accom-
panied that Gentleman. No 8
is a Memorandum by Mr
Rudleston dated 8th January
1830 and which is given at
length below.

"Having been requested
by Mr Sheffield the Principal
Collector of Malabar to furnish
him in writing with the
substance of a verbal en-
com.

"Communication I made to
"him some time ago of infor-
"mation I had obtained while
"on the Nilgherries, from
"the natives of the Hills,
"regarding the limits of the
"Districts of Coimbatore and
"Malabar, I have to state
"as follows.

"In the month of
"January, 1820 I went to the
"Nilgherries on leave, along
"with Mr. Nelson of the Civil
"service, and during our re-
"sidence at Ootacamund
"Mr. Nelson and myself pro-
"ceeded to the Western side
"of the Hills and ascended the
"Hoortee Peak which is the
"highest Hill on that side.
"on our journey to the Peak
"we were accompanied by
"some of our own people and
"several

"several of the natives of
"Todaanaad. The Peak is
"nearly west from Ootacamund
"proceeding in that direction
"within a mile or so from the
"Peak we came to a stream
"running North East or
"East which the Todawars
"told us divided Todaanaad
"from Malabar District.
"We skirted this stream for
"some distance, and on the
"following morning when
"we ascended the Peak we
"observed it winding in a
"North Easterly direction for a
"considerable distance. I
"made a rough sketch
"while on the Peak in which
"this stream appears and
"I entertain no doubt as to
"its being the same crossed
"between Ootacamund and

Goodaloon

"Godavari and called the
"Sakara River."

It does not appear
that any further steps were taken
with reference to the correspond-
ence summarized in the pre-
ceding paragraphs. Indeed
there was no necessity for any.
The only question in dispute had
been whether this tract of land
belonged to Malabar or Coim-
batore and this had been prac-
tically settled by the transfer
to Malabar, as already noticed,
of apparently the whole range
of the Nilgiris.

Ten years later the
subject was revived in the
following manner. In conse-
quence of orders from the
Honorable Court a Member of
the Board of Revenue was
appointed in 1838 to enquire
into the causes of the decay
of the Financial and general
prosperity of the Madras
Presidency

1st January 1841 to 1/43.

Presidency. This Gentleman
having resigned his post in
1840, Mr Sullivan, the former
Collector of Coimbatore and now
apparently a Member of Govt.
was appointed to carry on
the investigation.

In reporting upon
the circumstances of the
Province of ^{Malabar} Mr Sullivan
took occasion to allude to
the necessity of confining
within its strictest limits
that peculiarity of tenure
which in Malabar pre-
vented the Government
from benefitting by
the waste lands. He
pointed out that a
prompt remedy should
be applied in the
case of the Nilgiri
Hills and after ad-
verting to the altered

circ:

circumstances of those
Rites under the in-
creased demand for
land, and to the
rights of the Todas to
compensation for in-
vasion of their pro-
prietary right be
discussed at length
the claim of the Ne-
lambar Raja to the
tract already referred
to in the preceding
paragraphs, an acknow-
ledgment of which
would, he pointed out,
effectually interfere with
the progress of the Govt
Revenue.

His remarks were
slow the

Extract from a letter from J. Sullivan Esq. to the Chief
Secretary to Government dated 29th January 1841 enclosed
in the Extract from the Minutes of Consultation dated
14th February in Cons 6th March 1843.

Para 56. The whole question of the Toda proprietary
rights has already been so elaborately discussed, and
their validity so fully admitted by the Honorable
Court, that it should not have considered it necessary
to revive it, were it not that an antiquated claim
has been recently revived by a Rajah of Malabar
to a proprietary right in a considerable portion of the
Wills, for altho the rights claimed by the Todas will
not interfere with the progress of the Government
Revenue, the acknowledgment of the rights of this
Rajah will do so effectually, as the Government can
claim no Revenue from him, except upon lands which
yield the six articles, that are asseizable to the
Revenue of Malabar none of which will grow in
the cold climate of the chilly heights.

57. The claimant in this case is the Teror-
pand of Chellambur, a Petty Rajah, whose Estates
are situated immediately below the Maroor
pass which leads from the low Country of Malabar
into Wynnad. This Rajah claims the fee or
absolute

absolute proprietary right to the whole tract of country which lies between the Pichana River and the Keddolamuttam pass. Upon the strength of a decree which was made in his favor by the Jellah, Court of Malabar in 1830 against the "Mumblicottah Warranoor," in the schedule of whose property the tract in question was entered and attached with other landed property belonging to the "Warranoor" by the District Officer of Wynaud under orders from the Court.

52. Altho this decree was passed more than ten years ago, it was only last month that the "Todas" whose rights are so deeply affected by it were made acquainted by the Collector with its purport they entirely in their interview with the Collector repudiated the claim of the Mumblicottah Warranoor and by consequence of the Mumblicottah Terropanad to any proprietary right in the tract in question and are ready to support their own rights against his should he attempt to enforce them.

53. The question as between the parties must of course be decided in due course of law but the Government, as Schall proved to show have a deep interest in it, it is necessary therefore that its merits should be thoroughly understood.

54. The tract of land in dispute, from its great fertility

30
fertility and capabilities is able to support a large agricultural population, and to furnish a considerable amount of the Exportable produce, instead of being appropriated, as at present to the feeding of some hundred Buffaloes. From its temperature and the salubrity of its climate it is peculiarly adapted for the settlement of Europeans, and I need not dwell upon the important consequences that would follow from the planting of an European Colony in such a position.

55. I have already stated that an acknowledgment of the proprietary rights of the "Todas" will not in any way interfere with the Government rights of Revenue. When the land comes to be in demand for agricultural purposes, all that is required is, that the Todas should be called upon to pay, whatever may be considered to be a fair assessment, or to relinquish the land to others who may be willing to pay it. That small portion of the produce only, which is now paid by the Agricultural classes on the hills to the Todas under the name of "Goeloo" being reserved for them. This is now done whenever fresh land is broken up for cultivation and would be done if the tract in dispute was brought under cultivation by the Hill Ryots and might as easily be done by Europeans as by natives. Altho the Todas might suffer temporary inconvenience, from having their pasture range circumscribed, there can be no doubt but that

that eventually their condition would be improved
by the tillage of a large portion of their lands. If
they should be in a condition to satisfy the Govern-
ment demand for increased Revenue, upon no pre-
text whatever could the Government dispossess
these ancient occupants of the soil no such claim
is set up for them as was made for the Manjari
dars of the Carnatic Dist. a right to "derive rent
from land for which he neither pays the public
Revenue nor finds a tenant". The Todas pay the
public Revenue and as long as he pays that Re-
venue, he has a right to keep the land against
all intruders and either to use it himself or
to let it.

See
Sir Thomas Munro's
Minutes 8 cum lxx 1824

But if the Serm or proprietary right
of the Kolliumbari Rajah be admitted he may
use it against the Government as well as
against the Todas. The Serm is a right as
absolute as can be had in property; it gives
the proprietor the right to alienate it in every
possible way, and to oust all the occupants
of it with pleasure. All such at least, as
have not a lease from the proprietor and unless,

as

as already observed, certain articles of produce are
grown upon the land it is held free from all
demands of Revenue. The consequence therefore
of a recognition by the Government of this
claim of the Rajah or of its Establishment
in a Court would be not merely the ousting
of the ancient occupants, the Todas but the
prohibition, except with the consent of the
Rajah of any attempt to turn the land
in question to profitable account. The
notion that a valuable tract of land
should be the property of a few Kerdamars,
who pay but a trifle for its use is
scouted as unreasonable by those
who

who see nothing out of the way, in
the claim of an individual to have
the land in absolute property. The

largest portion of the surface of
Wynaad is in this predicament vizt.

totally unproductive to the Revenue

and it is not certainly for the in-

terest of Government that this system

of exemption from demands should be
needlessly extended.

57 In proof that the claims preferred
by the inhabitants of Kumbhacottah to
the

show the

32
"The tract of country between the Nedivullur, ³² ~~pass~~
see Enclosure No. 14. "and the right bank of the Poikara River, is founded
"in Justice, and that their proprietary right thereto
"is completely established." The Principal Collector
of Malabar in 1830 adduced evidence to prove;
first, that the Poikara River had always been
considered as the boundary which separated
Wynaad from Coimbatore.

Secondly. That the Toda inhabitants of the
tract in dispute had by deed acknowledged
themselves to be "Irum Medians" residing on the
"Irum lands" belonging to the Kumbhacottah Pagoda
situated on the West side of the Poikara River.

58 As the Government alter the boundaries
of districts whenever the convenience of the
public service may require a change, and as the
boundaries of Malabar & Coimbatore have been
frequently altered with this object it is not necessary
to advert to the testimony which went to show what
the boundary was in 1831. The range of the Kumbhacottah
Mountains had always been dependant upon the
Talookwannah Subook of Malabar but this geographical
arrangement has never led to a belief that the
proprietary right to the lands of that range belonged
to inhabitants of Malabar. The claim therefore of the
Kumbhacottah people rests upon one document which

which for convenience of reference, Manuscript.

"Keshamery, or deed of promise executed by
"Todarana Nare Kiel Manthil Kuman Todaran, Jeyaswade
"narnad Manthil Nuar Todaran, Kumbalan, Todaran,
"Nelly Kiel, Todaran, the Tenu, Koodians of the Thillerasco:
"mungan, Baya thewale, residing on the Tenu lands belonging
"to the Barathawata (Devafsom, situated on the West
"Side of the Pithana River."

"Whereas, we, the Tenu, Koodians of the Barathawata
"have not during the last eight years, supplied to the
"Barathawata (Devafsom) the 60 hundredes of Ghee and
"120 Ald fanams which ought to have been furnished
"by us annually according to the Custom, which has
"obtained from time immemorial by reason of our
"having been obliged to quit the Country and remain
"absent from it in consequence of the disturbances
"which prevailed in it, we now promise to
"render to the Barathawata (Devafsom) from and
"after this day the 20th Tolum 959 according to the
"ancient Custom 60 hundredes of Ghee and 120 fanams
"per annum. That we may enjoy the blessing of the
"Barathawata and the favor of the Raja, and that our
"children may prosper, we execute this deed of
"promise and submit it to the Harrenoor Samboram
"and to the execution here of the undermentioned
"persons are Nitieper Goudaloor Attil Patham
"Badoogam

23
"Badoogam, Chammale Badoogam, Katarith Thalia
"Moondan and Pungam, Kotton, Dated 20th Tolum 959
November 1783.

59. Admitting (which, however, is a point to be proved)
that the Todas whose names are attached to this
document, actually signed it in 1783 all that it
really proves is, that the Todas acknowledged
themselves to be bound according to immemorial
Custom to pay a certain quantity of Ghee and Ald fanams
per annum as tribute, or as an offering to the
Mambalacottah Pagoda. It is true, that they are made
to call themselves "Tenu Koodians" or to say that
they were "residing on the Tenu lands belonging
to the Barathawata (Devafsom)" but as the Todas are
an illiterate race and unable to read or write
any language it was impossible, supposing them to
have signed this deed that they should have
known how it was worded. -

60 Or, if they did sanction the use of
the terms quoted, they might have merely in-
tended to acknowledge that themselves
and their lands were under the protection
of the Swamy. This is a form of acknowledg-
ment or declaration as common as the
practice is of making offerings to Pagodas.
Such offerings are voluntary in the first
instance but come in time to be considered
as

as rights such offerings are at this moment made by the Hill people to the Temple at Mungeegode and by the people of the plains to Pungaswamy Gode on the Hills. From their acknowledgments therefore that an offering was due to the Pagodas at Tumbal-cottah, no inference can be drawn as to their proprietary rights of the Todas to the land upon the mountains. From a particular place in the Chidewuttum pass to the Pyakara River can be drawn.

11. Suppose the deed to be genuine and those who signed it to have known its exact contents it remains to be proved whether the parties to it were Todas of the Hills or of the plains there are and always have been Toda families residing in the immediate vicinity of the Tumbal-cottah Pagodas and the terms used in the deed to the "West of the Pyakara River" is too vague to admit of its being applied without hesitations to the Todas who live occasionally in the immediate vicinity of that River. The land below where the Todas live is the undoubted property of the Tumbal-cottah Warranoor and

There must be many other such instances. - There is used a term to make an annual offering of 23 Papes of the large Pagodas in front of the temple beyond the Tumbal-cottah pass - I have some idea that the Rajah of Mysore got the deed.

and if the deed should be proved to have reference to the Todas who do pasture upon it there would be room for dispute.

62 It will be seen from the evidence given in support of the deed that its obligations were fulfilled from 1783/4 to 1788/89 that upon the retreat of the Warranoor into Travancore in the latter year the contribution ceased and that the payment was not resumed until 1797/98 In 1803/4 they were suspended again but from that year until the present period (1829) "the Potta Adyamthorom (a ceremony so called) has not been performed in the Parathookotta Temple in consequence of the minority of his successor the present Warranoor, and owing to the want of a proper Manager the Warranoors affairs have been much neglected" and no payment has been made except that in 1826/7 two sons of the Todas who are said to have executed the deed are stated to have made an offering of 23 Papes for the temple with an invocation that the Country might not be visited by sickness but since that period they have paid no contribution.

63 These facts are perfectly consistent with

Enclosures 4

See as above

with the avowment of the Tadas that their contribution is an offering made to propitiate the favor of the Swamy of the Pagoda. but they are not reconcilable with the notion that the absolute proprietary right to the land was vested in the Pagoda the Country has been in a state of profound peace since 1803 and Courts of Justice in uninterrupted operation, and yet the Waranoor has never made a single effort to recover a Rupee of the Revenue of his land the arrears of which have been accumulating for 37 years.

64. The real nature of the payment is indeed fully explained by one of the Witnesses who was examined in support of the Stumblecottah claim. The Witnesses having been asked whether "any fee or tax is paid by the party pasturing his cattle between Neddivottom and Pichary." answers "The Tadas of Lananaad and Mootanaad offered in the month of Solam of every year, to Wettaqaramayam Phoro. 200 gundies of Ghee and 120 Gold fanams and when they returned after having attended

Enclosure 18

"attended the Pattah Ceremony the usual present of cloth was given them. This Custom prevailed until the year 1802/3 after which in consequence of the Pattah Ceremony having been interrupted the offering was also discontinued. After this owing to this neglect the wrath of the Deity being excited against the Hoodians of the Neilgherries who pastured their Cattle on this side of the Pichara River, some of them got sick and some of their Cattle were seized and carried off by Tigers. they therefore in 1827 came to Stumblecottah and offered 10 Guindies of Ghee. a brass hand bell and 23 Rupees to the Bharade. 2 watha praying for its protection against any further visitation of sickness and declaring that they would continue making the usual Offerings in future."

65. It is needless to dwell upon the distinction between such an offering as is here described and the rent which is due from the land of a "Imm" Proprietor of Malabar, The inhabitants of the Mailkoondah and the Heelkoondah (says the same Witness) after every year

"120 Gold Panams, and 120 Guindies of Ghee
to the temple in question." The 50 inhabitants
have always been subject to the jurisdiction
of Malabar, their offerings and those made
by the Todas of the Western side of the Pya-
rakara are precisely of the same nature.
if asked they would probably acknowledge
themselves, to be the dependants of the
Numblescottah Pagoda using the words
in the same sense, as they are understood
by the Todas, but by no means admitting
any property or right to their lands to be
vested in the temple.

66. The utmost, therefore, that this
deed supposing it to be valid can prove
is that the Todas who reside to the
westward of the Pyrakara River are bound
to pay a certain sum in money and a
certain quantity of Ghee to the Pagoda.
it is possible however that the Todas
may be able to prove what they assert
that their contribution is voluntary and
the fact which is admitted by the Numbles-
cottah people that the payments are
omitted in prosperous times and only
resumed

resumed when a season of calamity occurs
seems to go in proof of their assertion.

67. I have entered into this detail
for the purpose of shewing, that Government
have an interest in supporting the very
moderate claims of the Todas to the tract
in question in as much as either from the
Todas themselves or from those who may
cultivate the land in default of the Todas.
the Government would always be sure of
their Revenue whereas if the Tenn or
absolute proprietary right of the Numbles-
cottah Pagoda or Warranoor is admitted,
the Government for the reasons already
stated, must give up all claim both to
land and Revenue. They must, should the
land be required purchase the right of the
Warranoor of his Assignee the Rajah of
Nellumbore or individuals who may be
desirous of settling upon the tract must
purchase the right and under the title
so obtained they would be exempt from
all claim for Revenue from the land just
as the Coffee planters are at this moment
in Wynnad.

Should

Should the question be formally
 litigated between the Godas and the other
 party I would beg to suggest the propriety of
 of a local tribunal being constituted
 for the purpose as death would be the
 certain consequence of the Hill people being
 compelled to repair to the Coast in support
 of their right.

(True Extract)

M. W. Malvell
 Sub Secretary

No particular orders appear to have been passed by Government upon this report. Two years later it was transferred together with similar reports on other Districts to the Board of Revenue with general instructions to submit their sentiments thereon. No further communication from the Board on the subject can be traced.

After the lapse of thirteen years the matter was again brought to notice. The Executive Engineer at Pachatala having taken over from a Parsee the remainder of a lease which the latter held from the Rajah of Bellumboor of certain forests in Hydrabad the Government were led to enquire into the title of the lessor. It appeared that the forests were in a tract

E. M. C. 11. th Feb. 1843. No. 159

Extract from a letter from J. Sullivan Esq. to the Chief Secretary to Government dated 29th January 1841 enclosing the Extract from the Minutes of General Session of the Council of Madras 1843.

Rev-972/62.

Enclosure 1 in (Process) copy of the Board of Revenue to the Secretary to Govt. Co. dated 27th March 1861 No. 2026.

purchased by the Tiroopaud
of Kumbloor at a sale which
took place in execution
of a decree passed by the
Zillah Court of Tellicherry
in 1830 against the property
of the Kumbola Cottah
Warriar. This tract reached
far into Mysore on the east
and to the Pyhara river on
the south and part of it
was the very portion the
possession of which by the
Warriar had been disputed
by Mr. Sullivan. Mr. Clarke,
the Collector, stated that
nothing had been done
with reference to Mr.
Sullivan's suggestions, and
that though the Tiroopaud's
claim to a portion of the
same estate in Mysore
had been successfully res-
isted it would be diffi-
cult to produce a case
which would upset his
purchase of the Malabar
portion

The sale would only be
good as between vendor
& vendee - the latter bought
simply the right title &
interest of the former - The
transaction would not bar
the rights of third parties

* 27th Aug^r / 56. N^o 15274/1528
P. W. D.

portion under the Court's
deed of sale on account of
the long period which had
elapsed and which would
probably be construed
by the Courts into a tacit
admission of the claim.
The Govt. then asked the
Commissioner of Mysore
for information as to the
Proceedings which were
taken there on this point.
General Cubbon in reply
forwarded copy of a report
submitted by the Bangalore
Superintendent in 1850
when the Kumbloor Rajah
made a claim, through Mr.
Cochterlong, based upon an
exparte decree of the Mysore
Moonsiff's Court many
years back, to certain sandal
wood forests in the Geondul
Taluk of the Mysore country.
The unprincipled conduct of
the Rajah was pointedly re-
futed by the Commissioner
and the Govt. were induced

in consequence to order a
careful examination of the
grounds on which the ^{Rajah} ~~claim~~
asserted his claim to the
forests in the Wynad to es-
tablish his title to which,
they observed, he must prove
that of the Marriam of ^{the} ~~the~~
bala Cottah to whom the
forests in question are alleged
to have belonged prior to the
Court's sale.

The reports which
were in consequence received
will be found recorded in the
Govt. Orders marginally noted.
They form part of a series in
connection with the Wynad
generally. - The whole of Board's
Proceedings of the 13th May 1857
at p. 156, and paras 102-111 of those
of the 2^d October 1858. at p. 368b.
relate exclusively to the
Kumbala Cottah estate, in
first as to the Kallumhoor
Rajah's title to it generally
and secondly as to his rights
in that particular tract
which is the subject of the
present controversy.

It may be stated
at once that after a full
consideration of the case the
Govt. abandoned all idea of
claiming the estate proper -
but so far as the tract on
the Kilgiri range was con-
cerned they were of opinion
that the rights of the State
should not be foregone.

It is unnecessary
therefore in this memo to
do more

G.O. 29th Sept 1856. No 1734
P. 17. 5.

11th Augst 1857. No 805
22^d June 1859. No 822

G.O. 29th March 1860 No 486

than as to what respect
the Kallumhoor Rajah's
claim to the Kilgiri portion
differed from his claim
on the remainder of the
estate.

Mr Sullivan sub-
posed that this claim was
based upon the Court sale
at which the Rajah bought
the Kumbala Cottah Estate.
Mr Chutfield however
who as Sub-Collector of
Malabar went over the
estate into the whole ques-
tion expressed his belief
that, as no intimation of the
Kilgiri occurred in the
Schedule of the property
attached by decree of
Court, the pretension,
rested upon certain
mortgage deeds obtained
by the Kallumhoor man
prior to the sale and
under which the Marriam

was conditional

To Mr Conolly
21st June 1849.

unconditionally surrendered
the whole of his property
to the Rajah. These mort-
gage deeds Mr. Chatfield
characterizes "impudent
and gross forgeries" on
account of the terms on
which they were given
as well as because they
were not mentioned in
the original deed or pro-
ceeds, to stay the sale
altogether, because the
first one having included
all the Carnarvon's property,
the second was super-
fluous; and because
these mortgages or aliena-
tions were made without
the consent of the next
heir and therefore, accord-
ing to Malabar law are
void.

If as supposed
by Mr. Chatfield the tract
was not entered in the
schedule, all that the Rajah
could bring forward to show
that

that it formed a portion
of the property mortgaged
to him by the Carnarvon
was the deed alleged to
have been given by the
Jodas and which has
been fully discussed
by Mr. Sullivan.

The Government
order of 29 March 1860
N 486 paras 11-16 and 18
reviews the opinion
recorded on this question
by the Collector of Ma-
labar and the Board
of Revenue and, as al-
ready observed, ex-
presses an opinion that the
tract never really be-
longed to the Nambur-
lacottah property and
that the claim of the
Nellumbor Rajah

was a usurpation. Further as it seemed that proper legal means ought to be taken to ascertain and enforce the rights of the State, the Collector of Coimbatore within whose District the tract now was, was directed in consultation with the Collector of Malabar and thro the Board of Revenue to report as to the means proper in order to bring the case to an issue.

Mr. Grant, the Collr. of Malabar, in writing at the beginning of 1860 to ask if any orders had been passed on the subject observed, that he found mention

Vide G.O. 29th March 1861
N 48408

mention of it in a journal of a tour from Calicut to Colicamund station by Mr. Barber in 1823. "Mr. Barber on passing through the Varnavars country, was informed that his (Varnavars) claimed the tract."

At the end of 1861 Mr. Thomas the Collector of Coimbatore made a short report. He considered that the Nambalacottah Varnavars claims never extended beyond the foot of the Nilgiris. The Board had in the mean time found in their records a letter of Captain Osborne dated May 1801 giving the boundary

boundaries of Simutala
collate, and as the Simutala
District did not extend
beyond the crest of the
Plateau they recommended
that the Collectors of Malabar
should, in communication
with the officers of the
Survey and Settlement
Departments who had been
employed in the Malabar
submit a full report on
the subject. The Governor 40 July 1862 S: 1000.
sanctioned this proposal.

Subsequently
Mr. Buchterling on be-
half of the Villambour
Rajah complained of
encroachment of a portion
of his land by Government
for their Quichona Plant-
ations at Neddivallur.
This was referred to the
Collectors of Simutala 40 11 Nov 62 S: 2382
and Malabar for report.

The

The papers now re-
ceived and which contain the
joint opinion of Messrs Grant
and Ballard consist of a
report by Mr. Richardson,
Deputy Collector of Wainudo,
dated 7th March 1863 - a me-
morandum by Mr. Grant
dated 29th August 1861, and
a letter from Mr. Ballard
dated 22nd September 1861. They
have not come thro' the Board
of Revenue nor has any reference
apparently been made to the
Revenue Survey or Settlement
Departments. The report is
sent more especially with
reference to G.O. dated 11 Nov/62.

Mr. Richardson taking
Captain Osborne's letter of
1801 as a guide distinctly
proves that the disputed
tract is not included in
that property - which
was

was sold by order of
Court in 1835. (Mr. Chatfield
said the same thing 15
years ago.) He also shews
that Document No. 2 (what-
ever it may be - but this
is not explained) under
which (supported by
the old Bamboo deed
alleged to have been
given by the Toos) - he
believes the Kellumboor
Rajah rests his claim
contains no mention of the
Pykara river or the
Hills in the disputed
tract. The Bamboo deed
has been he thinks -
shewn

shewn by Mr. Sullivan
and Mr. Robinson to be
utterly worthless. He is
decidedly of opinion that
the Govt. should exercise
their rights.

A.D. It would have
been convenient if translations
of the papers referred to by Mr.
Richardson had been forwarded.

Mr. Grant in his me-
morum after quoting
at length Mr. Chatfield's let-
ter of 21st June 1849 already
alluded to - shews from Mr.
Richardson's report that the
tract was not included in
the Court Sale - and further
that the deed No. 2, under which
it is believed that the claim
is made, and which is a deed
of sale of land said to have

been

been bought from those
Warner, subsequent to
the Court sale, while it
contains the names of the
hills & lands supposed to
have been included in the
sale, makes no reference to the
hills &c in the disputed
tract which could not
therefore have been included
in that transaction. Mr.
Grant then proceeds to dis-
cuss the old deed said
to have been given by the
Sodas in 1783, and he ar-
rives at the same conclu-
sion about it as his Pre-
decessors & the Deputy Col-
lector. He finally de-
clares that in his opinion
the Kellumboor Sirupad

does

does not possess one
valid plea on which
to base his claim to the
tract of country on the
Hills westward of the Cy-
kara river and in which
the Sodas have exercised
rights of ownership ever
since the country came into
their possession.

Mr. Ballard sums
up the matter with the fol-
lowing remarks:-

"The document fur-
porting to be a deed of
Mortgage from the Varna-
var makes no mention of
the Cykara river as a
boundary or of sundry pro-
minent natural features
that could not fail to have
been noticed had the do-
cument related to the terri-
tory in which they occur,
whilst the river is named
under which the latter do-
cument purporting to be

from the Varnavars' sis-
-ter, notoriously misand
-in the power of the Raja
before and at the period
of this date, obviate the ne-
-cessity of entering into any
discussion as to the situ-
-ation of the lands they refer
to or the title of the alleged
mortgagor and grantor.

The only grounds
-then on which I refrain
-from advocating the imme-
-diate and peremptory as-
-sertion of the Govt claim
-to all the unoccupied lands
-lying eastwards of the bound-
-aries of Naumbalakotta
-proper as defined in Mr.
-Richardson's report, and
-the adoption of proceedings
-on the part of Govt to as-
-sume the position of Je-
-mi with respect to the oc-
-cupied estates on the slopes
-of the Hills, is the uncer-
-tainty with which Govt it-
-self has hitherto guarded
-what I believe to be its rights.

"Notwithstanding

In a case like this
-which must be admit-
-ted to be in no small
-degree difficult & obscure
-it would not be easy for
-Govt to establish so clear
-and full a title on their
-part as would entitle
-the Government of par-
-tis now actually in
-occupation to hold under
-unimpaired land against
-all comers and throw
-a burden of proof on
-them is one thing, to
-oust them now in enjoy-
-ment is another. In
-this latter case position
-is a condition possiden-
-tis.

"Notwithstanding
-Mr. Sullivan's report in 1841
-and Mr. Hatfield's report
-in 1849, the Raja was allow-
-ed to dispose of to Mr.
-Dochterlong without objection
-on the part of Govt the no-
-ble valley of which that
-gentleman is now the for-
-tunate possessor. Other
-estates were sold to Mr.
-Lascelles by the Raja, and
-it was not as far as I can
-ascertain till 1856 that
-his pretensions were prac-
-tically questioned.

Under these circum-
-stances I venture to suggest
-that compromise is the best
-mode of settlement - and
-I would propose that I
-should be empowered to
-inform the Raja that Govt
-will not take action to
-disturb his arrangements
-with the occupants of the
-estates disposed of and
-his enjoyment of rents
-shall be payable under those
-arrangements

arrangements, provided
 he on his part abandons
 his pretensions to all the
 remaining country situa-
 ted east of the boundary
 line above alluded to. The
 said line to be clearly fix-
 ed on the ground by repre-
 sentatives of the Govt and
 the Rajah without delay.

For orders

Wm

I had the pleasant
 task of in 1859 of
 wading through the early
 records of Malabar
 in the W. Office, in order
 to sift this claim &
 came to the conclusion
 that it was worthless.
 The only documents
 relied on by the Rajah
 purports to have been
 executed by men who
 could not read or
 write - and may have
 been tricked - It proves
 the and in fact

The course suggested by Mr
 Ballard is a safe and prudent
 one, and is the one w^{ch} I feel
 disposed to adopt. The Rajah's
 alleged title is certainly bad,
 and w^d not stand the test of
 ordinary scrutiny in a Court
 presided over by a judge of
 moderate sapience & ability;
 but there is always the chance
 of failure when the Court finds
 itself in doubt and obliged to
 put the case forward through
 the agency of such untested
 material as is supplied by the
 present class of misapprehen-
 sion - I would therefore
 down proposed by Mr Ballard,
 leaving to the Rajah the alternative
 of a special Commission
 Oct 23 1863, if he fancies that

he is being unjust &
 treated. But, referring to
 his remark on the next page
 of the book to Govt, stating Mr
 Ballard's meaning to be
 that he w^d leave the Rajah
 in the full say agreement of
 all he is now receiving from
 the Govt, including, land, &c.,
 & others, whether it be from the
 Govt, or from the produce, or
 what not, on the tract sold
 to them, and that the right
 of Govt should be asserted
 to that only for w^{ch} the Rajah
 has not yet found purchasers.
 Certainly, if after declaring
 the Govt's determination to ignore
 the Rajah's rights, whether real
 or pretended, we come down
 on such a thing for realty,
 we shall find ourselves sur-
 rounded on a wide sea of
 litigation. W.D.
 B. 2. 65.

I agree with the Hon.
 Mr Phillips that in this
 case it would be expe-
 dient to resort to the
 compromise recommended
 by Mr Ballard. It may be doubtful whether
 the Govt could afford to do so.

its wording is quite
 consistent with an
 offering of a Paprah.
 Any how there were no
 parties to it -
 The fate of the Rajah's
 claim to that part
 of the disputed tract
 which lies in Mysore
 is also in question.
 Of the Officers who
 have gone into the ter-
 ritory, Messrs Sullivan,
 Corolly, Chatfield,
 Thomas - Underwood,
 Robinson, Grant, Baller,
 Richardson & the Rev.
 Mr. Shefield & Capt.
 Ward alone support
 it.

In cases of re-
 simption like this,
 it is always respect-
 ful to find a title
 derived from their
 private party, Min-
 istry of the Govt.

to notice of redemption
then Mr. Michael Long
has called & others
could hold from govt
on the same terms as
they know from the
Rajah - Mr. Wallard
proposes that the Rajah
should be left in en-
joyment of whatever
payments they make
for account of the
Govt. - not the annual
rent which under any
circumstances is paid
to put if he will at
all claim to the other
land - The same sum
at stake is not men-
tioned - but if put
this plan, the Rajah
I think he will ac-
cuse by a public ad-
mission of the right of
put to the land in di-
pute - If the Rajah
disputes this, a special
Court must try it under
the Waste Land Act.
a reference to the
or Law Officers seems
scarcely necessary
L. D. S.

to the land now under
occupancy as would be
permitted for the effect.
more of the Rajah's
less & parties for an
the land at present
actually in his pos-
session, and the latter
parties Mr. Wallard
Long - Lascelles & Co
an agreement
customs to deal
with.
Two things should
be specially looked
at - First the offer to
the Rajah in 1800
should be made in
such terms as shall
avoid all recognition
of any right on his part
the proposal being made
by govt of their own free-
dom & in view to set-
tling amicably and
liberally a long stand-
ing question. To this
end it might be
well to consult the

Govt Law Officers as
to the terms in which
the offer should be
made.
Secondly any engage-
ment in which the
Rajah may enter
should be signed not
only by himself but
by any members of
his family - if there
are any - who by law
or by the custom of the
country should join
in the execution of
such a document.
I am not aware
what the land held
from the Rajah and
how much cultivation
in the Panna was then
being pay a more
valuable for or not. I hope
that the same course
should be followed in
regard to them. But
that it will not permit
the alienation of its
or the alienation of any
property in it. That
still disposed to affect his
right before pay assessment.

I object very much to compromise
of any kind, as in this the Govt
is perfectly certain to be cheated, and
the very fact of the offer for
compromise is made use of
as an argument against the
right of the Govt to the land in
question - were then the offer
to proceed from Govt should
only lead to further discussion
and additional claims, and
no system of working, no legal
precautions could evade the
moral effect of the proposed
compromise that whether the
Govt aspects to be its right.
at the same time I am not
in any way disposed to undervalue
the well known fact that
Lascelles, or his acquire into
them title to the land which
they purchased from the
Rajah - I should give them
the deed of grant of
the land which they have
purchased subject to their
to the regular appointment of
the crop. I think then that
the best course of action would
be to inform the Rajah that
the Govt altogether repudiates
his claim to the land in ques-
tion. That it will not permit
the alienation of its by the Rajah
or the alienation of any
property in it. That
still disposed to affect his
right before pay assessment.

he must do so under the conditions of the hands he act. at the same time I should tell him that the Govt was not disposed to question the bargain made by him with Mrs. Bechtelung & Lussell, ~~but would~~ ~~make no objection~~ as the opportunity afforded to the Rajah of making such a bargain was due to the residence of the Govt. - The difference between my plan & that of Mr. Ballant is that I avoid all notion of a compromise, or an exchange of rights - and get rid for the time at all events of any necessity of proving title.

MD

Certainly, there is much truth in the objections to the compromise course, &c. &c. In the President has noted. But I fear there will arise many difficulties in the matter of ascertaining the rights of Govt. in the more direct manner suggested by Mr. Gray. - Will Ouchelony, Lussell, Godfrey & others accept deeds of grant from the Govt? I think not & I do not see why they should

to put them in cultivation -

If the English will not accede to the terms proposed the matter must be dealt with under the provisions of Act 23 of 1863. It is my opinion that it should be settled some way or other as soon as possible - The aspect of the present state of uncertainty is to keep a large tract of valuable land out of cultivation to the detriment of the natives & the advantage of no one.

10/2/55 JF

With reference to the remarks at the close of the Hukby Nya Phillips' Memo.

They are in possession. I try to explain that all land in Ma-labar (a few Poyahs) is excepted from assessment & put under cultivation. The principle is absolute owner only in the sense that he may do what he pleases with his land - he may sell it - or lease it or keep it waste and put cannot meddle with him - but ~~the assessment~~ ^{when} he cultivates, he has to pay assessment. There fore even if put under their claim of this land, the Poyahs, Lussell, &c. would be to pay assessment.

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according to the
usage of the Dis-
trict. The Juma-
Kas cannot alienate
his land so as
to receive it from
asset. * This is
what I alluded
to in my note -
the Rajah would
let whatever
has been in the
possession of pay
him & put him
collect it as
servant.

* I am aware that the
Juma gets his "misharom",
or what to the South is the
his "samy bhoom", and that
he has besides this the "misharom"
or "rajavarum" to pay. But
looking to what Mr Ballard
has said in the recent time
of the 8th para of his letter
(No. 2391) about "enjoyment
of rents &c." I understood
that the Gov^{ts} are getting
nothing at all as a payment
(misharom) out of the cultivated
portion even of this land
made over to the British by Mr
16.2.55 W.D.

L.D.

Revenue Department
87-701.

Proceedings of the Madras Government
under date the 30th March 1865.

Read the following

from the Coll^y of Malabar papers:-

Submitting his views
on the claims of the Nelaamboor
Rajah to the country about
Nediwatham:-

(Here enters 3rd Sept^r 1865
No. 119 A/-)

Pro: of the Bd of Revenue:-

Submitting for in-
formation letter from the
Coll^y of Coimbatore stating that
the Nelaamboor Seropad has
not preferred any claim to the
land desired by the Carnatic
Coffee Company:-

(Here enters 16th Dec^r 1865
No. 1)

The Governor in
Council has very carefully
considered the voluminous
correspondence connected
with this ^{subject} and has come
to the conclusion that the
claim of the Nelaamboor Se-
ropad to the tract in
question is wholly invalid.

This Excellency then
has directed that the
right

right of Govt to the
tract be at once ~~set~~ asserted
~~certified~~ and main-
tained by the Collectors
of Malabar & Ponnabator.

The Governor in
Council however directs
that in this as in the case
of the forest tracts re-
cently assumed in Mys-
nâd, all titles bona
fide, derived as
from the Sirupâd
prior to the date
of this order
be ~~serafulously~~

respected

respected - and that
no enquiry be made
into such titles
except in cases where
prima facie there is
reasonable ground for
questioning their good
faith. The extent,
position & of these
estates must of
course be registered
in the Collectors
office.

Unoccupied
land which it is
not desirable to
reserve will be
sold.

as applications
are made for it,
under the Mass.
Land Rules.

The Govern-
ment cannot assent
to any "compromise"
with the Terupaid,
as such a course
would imply doubt
in the goodness of
their title. They are
willing however, if
the Terupaid acquiesces
in their present
decision.

to send him in enjoyment
of the payments which
the holders of Caus-
bond ^{of} ~~of~~ granted by
up to the date,
him, may have agreed
to make to him, in
"satisfaction of Jem-
ble." In this event
proprietor will
pay to Govern-
ment the annual an-
tepayment due on the
land according to the
law of the District
otherwise they will hold from
Govt on the terms of their agree-
ment with the Terupaid as re-
spect "Jem-ble."

To
The Board of Commissioners
of the District of Columbia
Washington

Reported to Comd 23 May/55

N^o 5 Ellis
Tomb

Revenue 1865 A. year
Dir of Govt for March

No 701.

Dir of the Madras Govt
4/50th March 1865

No. 141-42
7-5-62

- 109-110
11-11-62

- 367-368
27-11-63

Miss 15 Aug 1863 23

From Colon of
Combinatore dy
7 July 1858

Letter by 13 October 1858
219-220

Passing orders on the
Chelumboor Rajah's claim
to the country about
Nedimattam.

No 514 & 515

7/42/83