M.R.O. 1—26,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 1067 Press ~~Mis.~~

Dated 22-12-~~19~~1837

Not to be folded or roughly handled

No. 39. Read the following Extract from the Proceedings of the Board of Revenue, dated 24th November 1857, No. 4153.

From W. ROBINSON, Esq., Acting Collector of Malabar; to J. D. SIM, Esq., Acting Secretary to the Board of Revenue, Fort St. George, dated 21th October 1857, No. 155.

Sir,

I have the honor to draw the attention of the Board to the fact that the lease of the Village of Tangasherry, a dependency of the Malabar District, near Quilon, and now rented by the Travancore Government at an annual rent of Rupees 2,507, will fall in, on the 13th July 1858.

2. There are considerations affecting this farm which render it desirable, that the expediency or otherwise of its renewal should early and fully be brought under consideration.

3. The correspondence noted in the margin, shows that in the year 1822, the "Governor in Council, acquiesced in the desire of the "Government of Travancore "to be permitted to farm the "Revenues of Tangasherry "* * * * owing to its peculiar situation and the frequent complaints of the "Travancore Government (apparently not without cause) "of the injury they sustain "from the facility of smuggling Tobacco from that place (Tangasherry) into Travancore."

To the President and Members of the Board, dated			*18th January*	1822.
„ „	*Political Resident of Travancore, dated*		*13th June*	1822.
„ „	*Do.*	*do.* „	*26th do.*	„
„ „	*Board of Revenue,*	„	*9th Augt.*	„
„ „	*Chief Secretary to Government,*	„	*6th June*	1846.
„ „	*Resident of Travancore,*	„	*21st July*	„
From	*Secretary Board of Revenue,*	„	*30th May*	1822.
„	*Collector of Sea Customs,*	„	*14th June*	„
„	*Resident of Travancore,*	„	*22nd do.*	„
„	*Assistant Collector,*	„	*2nd July*	„
„	*Do.*	*do.* „	*24th do.*	„
„	*Secretary Board of Revenue,*	„	*19th Augt.*	„

4. The Principal Collector under date 18th January 1822, had reported that the Tobacco

"Monopoly had never been extended to Tangasherry, as the Village was too small and insignifi-
"cant to bear the expense of keeping an Establishment for the purpose."

5. It was found from the Sea Custom Returns that the average quantity of Tobacco annually imported was about 160 Candies, and it was admitted "that Tobacco to this extent could only have been imported with a view of smuggling it into the Travancore territory."

6. In estimating the probable annual income from this Village, Mr. Vaughan assumed 10 Candies of Tobacco as the fair average consumption for the population then existing in the Village, and he calculated the probable Revenues as per margin, at 2,507 per annum. At this rate the lease was concluded commencing on the 12th July 1822 ending on the 12th July 1846, *viz.*, for 24 years. It was further stipulated by the 3rd clause of the contract that the inhabitants shall continue to be under the protection of the British Government in all cases of a "Police and Civil nature." By the 4th Clause that with the exception of the Monopoly of Tobacco and Spirit† the Travancore Government are prohibited "from imposing new taxes, or levying unusual duties or arbitrary exaction" on pain of forfeiture of the lease and by the 5th Clause that the Police "Establishment at Tangasherry are to afford every aid and support to the Servants of the Travancore Government, in the detection of frauds and attempts to introduce into Tangasherry any of the articles under Government Monopoly."

Land Revenue.....	230
Sea Custom.....	437
Monopoly profits of 10 *Candies of Tobacco*	1,840
Total...	2,507

* *N. B.—This was not included in the original estimate but was afterwards conceded.*

N. B.—This clause was manifestly inserted to protect the Travancore Pepper Monopoly, a fiscal restriction which cannot be placed on Company's Subjects.

7. The lease was concluded at Quilon by the Resident and the Assistant Collector Mr. Kensington, and in submitting it the Principal Collector recorded the opinion that "it would have been more satisfactory to have concluded the lease as from year to year; that is to allow either of the parties to recede on giving one year's notice." The Board of Revenue ratified the lease in its integrity.

From Board, 19th August 1822.

8. The correspondence noted marginally shows that under date 31st October 1815, the Travancore Government applied "under the "same circumstance which had led to the grant "of the lease to the Circar, to have the lease "renewed for a further period of 24 years." The late Collector supported the proposition for the renewal of the lease remarking that "the amount paid by the Travancore Govern-"ment is in excess of what would be received, "were the village under our management. "They have in fact paid liberally for their own security and to avoid * * * * the facilities "it (Tangacherry) offered to the contraband trade."

From Dewan of Travancore to Resident, dated 31st October 1815.

Ext. Mins. Con. dated 22rd January 1846.

do do do 2nd July 1816.

From Bd. of Rev. do 22nd June 1816.

do Redt. of Trav. do 17th July 1846.

do do do do 21st August 1846.

Collector to Chief Secretary 6th June 1846.

9. The Government was therefore pleased to renew the lease for a period of 12 years.

Extract Minutes Consultation, dated 2nd July 1846.

10. The terms of the original lease prepared in 1822, were adhered to in the new contract.

11. This lease expires at the end of the Fusly 1267 (1857-58) and I venture to add that it were not advisable to renew it.

12. It is unnecessary to enter into the references, &c., which have from time to time occurred on the representations of the Inhabitants of Tangacherry, as to the grievances they have been subjected to at the hands of the Travancore Government, suffice it to say, that even if the administration had been as mild and liberal as is alleged on the other side, it is very unpopular with the people of Tangacherry. Further the changes in the Law regarding Tobacco, &c., must render the terms of the existing lease illegal.

13. The lease of the Sea Customs of Tangacherry and the terms of the agreement enable the Travancore Government virtually to impose on the Inhabitants the Pepper Monopoly maintained in that State, and illegally to employ the Company's Police Establishment in supporting, in the interest of a foreign State, fiscal Monopolies, which have been abandoned in the Company's Territory.

14. A loss of Revenue to a certain extent will occur but it must be borne as a part of the loss arising from the abandonment of the Tobacco Monopoly.

(Signed) W. ROBINSON,
Acting Collector.

Resolved that the foregoing letter be submitted for the consideration and orders of Government.

2. The Board concur with the Acting Collector of Malabar in considering it inexpedient to renew the lease of Tangacherry held by the Travancore Government. In their Proceedings of the 8th August last, No. 2650, they expressed their doubts as to the legality of maintaining the Tobacco Monopoly in that place, and it would appear from the Acting Collector's letter now submitted that the people are virtually subjected also to the Pepper Monopoly. The people are represented to be dissatisfied with the Travancore administration, but this may be owing to their prevention of smuggling as much as to any actual injustice or oppression.

3. On the whole the Board consider a renewal of the lease unadvisable (even if it can legally be effected as regards Tobacco, &c.,) and they recommend that on its expiry in July next the Travancore Authorities be left to adopt measures within their own Territories for the prevention of smuggling, in the same manner as the British Government is obliged to do in regard to Mahé and other Foreign Settlements.

(A true Extract.)

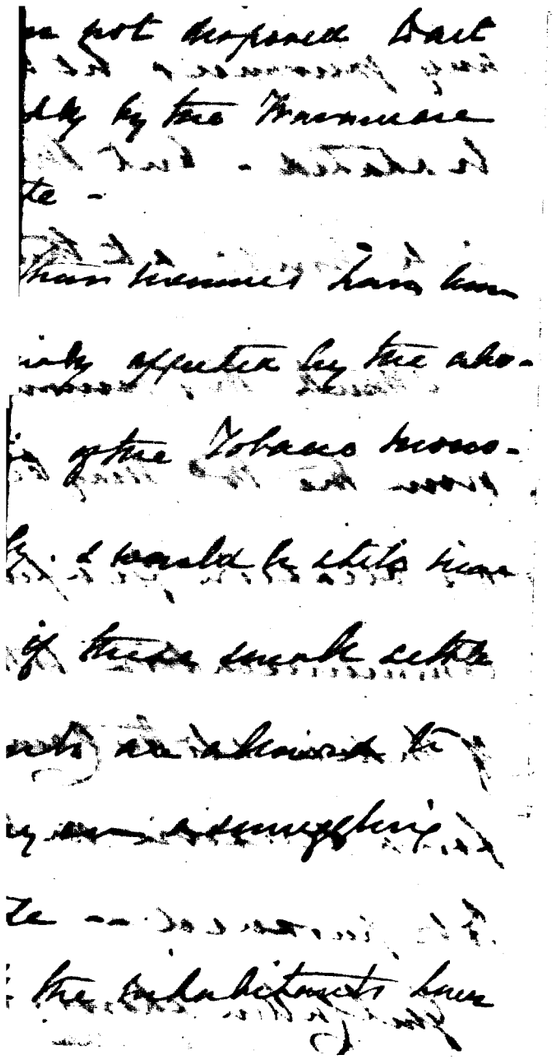
(Signed) J. D. SIM,
Acting Secretary.

No. 49 ORDER THEREON, No. 1067; dated 22nd December 1857.

Resolved that the attention of the Government Pleader be called to the papers and correspondence referred to him in Extract Minutes Consultation, 3rd September last, Political Department, No. 723, and that he be requested to submit as early as possible his opinion as therein called for on the legality of maintaining the Tobacco Monopoly in the Towns of Tangacherry and Anjengo during the currency of the leases on which they are now held by the Travancore Government.

2. Mr. Dale will also give his opinion whether supposing the maintenance by the Travancore Sircar of that Monopoly for the unexpired period of their leases to be legal, it is competent to this Government to renew those leases for a further term with similar conditions as to the continuance of the Monopoly on the part of the Sircar.

Exd. J. A. Wilson.



[illegible] any provision be thereby
be stated - but the Robinson
only limits at them

J Smith this communication
from the Bd may be made
the occasion for a further
communication to the Ld
if the decision to the Courts shall
[illegible] to be pursued --

Gen Cullen observed that

the land Rest is to be
the monopolies
diminished known by 2/3
since the abolition of their
[illegible] tenantry -

he says that the land Rest
ought to be raised to 15 bus
& not more
if the monopolies were
abolished

this report should not be
[illegible]

Political Dept.

No 1067.

Coast Nine Coss — 9th Dec. 1857.

Read the following Extract Proceedings of the Board of Revenue.

(Revenue 24th Nov. 1857. 4153).

Resolved that the attention of the Post Master be called to the papers and correspondence referred to in Sec. 3 Sept last Political Dept No 723. and that he be requested to submit as early as possible his decision on the matter called for on the Expediency of maintaining the Tobacco Monopoly in the Towns of Tanjore and Negapatam during the currency of the leases on which they are now held by the Tindavanam

hoping his advance amount of pendent on subsidy. Whether by encroachments in the Province is annually increasing.

Agreed. Lease of Round Black leases but in the occupation of this village the Zemindar authorities seem necessary for the protection of their monopolies &c. continue to provide present from year to year, until something definite is settled about the matter. Agree with his opinion. Ship Pymmah 9th

for.

2. In Dale will also
give his decision whe-
-ther opposing his
maintenance by K
Jas on condition the
that monopoly for K
use of print period
of this Letters Pat be legal,
it is competent to this
Jus to grant dimission
leave for further trial
with similar conditions
as to K continuance of
the monopoly on the part
of the Licensees

Jno Pleadell Dispd 22d

JP

Pol. Dep. to Engd. 24 Augt.
No 17 of 1858
Paris 16 Nov

Lr by Com. 23 Dec. 57
Political 1857 Depart.

No. 1067

Extract Mins. of Cons.

of 22d December 1857

No. 407

Calling the attention of the Government Leader to the Papers and correspondence referred to in Extract Minutes of Consultation 3d September last No. 723 and requesting him to submit as early as possible his opinion on the legality of Maintaining the Tobacco Monopoly in the Towns of Pengadaran and Ayerngo.

39-40