

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	<i>1015-</i>	Press Mis.
Dated	<i>29th July</i>	<i>1857.</i>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
from 23d to 29th July 1859.*

No. 64. Read the following Proceedings of the Board of Revenue, dated 1st July 1859, No. 2524.

Read letter from the Acting Sub-Collector in charge of Masulipatam, dated 25th May 1859, No. 86.

(In Con. 31st May 1859, No. 2474.)

* S. G. M. T. Brijee Mohundoss, Plaintiff,
versus,

1. Rajah Narriah Apparow Bahadur, Zemindar. } Defts.
2. Collector of Masulipatam. }
Board's Pro. 18th Nov. 1857, No. 4025
3d Dec. "
E. M. C. 10th Dec. in Con. 11th Dec. 1857, No. 4953.
" 20th March " 23d Mar. 1858, " 1257.

With the above letter Mr. Chase submits the Decree of the Civil Court of Masulipatam in O. S.* No. 3 of 1857.

2. The particulars of this suit have already been fully reported to Government in the correspondence noted in the margin; it will suffice therefore to refer briefly to the case in this place.

3. The first Defendant in the suit, Rajah Narriah Apparow, assigned the village of Woondrajaverum on lease to the Plaintiff Brijee Mohundoss, for 10 years, in payment of a debt of 59,500 Rupees. The village was calculated to produce 6,000 Rupees per annum, and the proprietor was to pay the Peishcush, so that at the expiration of the lease, the sum of Rupees 500 would be payable to him, and the Lessee's claim would be satisfied.

4. To this arrangement Government assented, but on the distinct condition that the temporary alienation of the village should not affect its liability, in common with the rest of the estate, for the Peishcush on the latter, in the event of default on the part of Narriah Apparow.

5. The Peishcush fell subsequently into arrear, the whole of the estate was attached and sold, and was purchased by Government; the village of Woondrajaverum passing with it to Government, under the above condition. It had then been held by the Lessee (Plaintiff) for seven years, in one of which he paid its quota of Peishcush himself.

6. Brijee Mohundoss then applied to Government to continue the village to him for the remainder of the lease, or to pay him the estimated proceeds for four years Rupees 24,000, with certain arrears due by the ryots. His application was not complied with.

7. He next filed the suit referred to above against the ex-Zemindar, for the balance of the debt, Rupees 23,500 and for the arrears, Rupees 1,067-12-6, alleged to have been transferred by him to Government, and remitted by the Collector. By an order of the Court the Collector was included as supplemental Defendant.

8. As regards the first item judgment has now been given against the first Defendant alone for the amount, with interest, the Collector being released from liability. As regards the second item, Plaintiff is permitted to enforce his claims against the ryots. The Collector has also been relieved of all costs.

9. In forwarding the above decree Mr. Chase states that the course recommended in the Board's Proceedings of 19th October 1858, No. 3942, is no longer necessary.

10. Those proceedings related to the arrears due by the ryots of the Woondrajaverum village to Brijee Mohundoss on its sale, but the Board do not see how the Decree of the Civil Court will affect their recommendation. It is true that the Civil Court affirms that the Defendant only transferred to Government his own claims against the ryots and not those of Plaintiff, yet the fact cannot be overlooked that the arrears due to Plaintiff were included among those due to the ex-Proprietor, and were formally remitted by Government on the strength of the transfer, for they were not included in the sale advertisement.

11. The Board therefore adhere to the recommendation contained in their Proceedings of 19th October last, viz. that the arrears, Rupees 1,067-12-6, with proportionate cost and interest, be paid by Government to Brijee Mohundoss, and that the ryots be relieved of all further liability on this account.

(A true Extract.)

(Signed) J. D. SIM, Secretary.

*Proceedings of the Madras Government, Revenue Department,
from 23d to 29th July 1859.*

No. 65. ORDER THEREON, 29th July 1859, No. 1015.

From the judgment submitted with the foregoing Proceedings, the Government learn that the Civil Court of Masulipatam has decreed that the plaintiff Birji Mohundás should sue the ryots for Rupees 1,067-12-6, being the arrears due by them; but the Revenue Board recommend that this sum should be paid by Government, on the ground that after the purchase of the estate, a proclamation was issued remitting the arrears in Plaintiff's village as well as in others.

2. On principle the Plaintiff should be allowed to recover his own arrears from the ryots; but looking to the peculiar circumstances of the case, and considering that the declaration of the remission of the arrears placed difficulties in the way of their recovery by him, the Government resolve to pay the amount as an act of grace to the ryots, and not by any means as a matter of right.

3. The Collector of Masulipatam is accordingly authorised to pay over to Birji Mohandás Rupees (1,067-12-6) one thousand and sixty seven, annas twelve and pice six with proportionate costs. He will take a legal acquittance from the sahuikár both for the ryots and the Government.

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

No. 2524.

PROCEEDINGS of the BOARD of REVENUE, dated 1st July 1859.

Read letter from the Acting Sub Collector in charge of Masulipatam, dated 25th May 1859, No. 86.
(In Con. 31st May 1859, No. 2474.)

* S. G. M. T. Brijee Mohundoss, Plaintiff,

1. Rajah Narriah Apparow Bahadur, Zemindar, } Defts.
2. Collector of Masulipatam. }

Board's Pro. 18th Nov. 1857, No. 4025.

E. M. C. 10th Dec. in Con. 11th Dec. 1857, No. 4959.

" 20th March 23rd Mar. 1858, " 1257.

With the above letter Mr. Chase submits the Decree of the Civil Court of Masulipatam in O. S.* No. 3 of 1857.

2. The particulars of this suit have already been fully reported to Government in the correspondence noted in the margin; it will suffice therefore to refer briefly to the case in this place.

3. The first Defendant in the suit, Rajah Narriah Apparow, assigned the village of Woondrajaverum on lease to the Plaintiff Brijee Mohundoss, for 10 years, in payment of a debt of 59,500 Rupees. The village was calculated to produce 6,000 Rupees per annum, and the proprietor was to pay the Peishcush, so that at the expiration of the lease, the sum of Rupees 500 would be payable to him, and the Lessee's claim would be satisfied.

4. To this arrangement Government assented, but on the distinct condition that the temporary alienation of the village should not affect its liability, in common with the rest of the estate, for the Peishcush on the latter, in the event of default on the part of Narriah Apparow.

5. The Peishcush fell subsequently into arrear, the whole of the estate was attached and sold, and was purchased by Government; the village of Woondrajaverum passing with it to Government, under the above condition. It had then been held by the Lessee (Plaintiff) for seven years, in one of which he paid its quota of Peishcush himself.

6. Brijee Mohundoss then applied to Government to continue the village to him for the remainder of the lease, or to pay him the estimated proceeds for four years Rupees 24,000, with certain arrears due by the ryots. His application was not complied with.

7. He next filed the suit referred to above against the ex-Zemindar, for the balance of the debt, Rupees 23,500 and for the arrears, Rupees 1,067-12-6, alleged to have been transferred by him to Government, and remitted by the Collector. By an order of the Court the Collector was included as supplemental Defendant.

8. As regards the first item judgment has now been given against the first Defendant alone for the amount, with interest, the Collector being released from liability. As regards the second item, Plaintiff is permitted to enforce his claims against the Ryots. The Collector has also been relieved of all costs.

9. In forwarding the above decree Mr. Chase states that the course recommended in the Board's Proceedings of 19th October 1858, No. 3942, is no longer necessary.

10. Those Proceedings related to the arrears due by the Ryots of the Woondrajaverum village to Brijee Mohundoss on its sale, but the Board do not see how the Decree of the Civil Court will affect their recommendation. It is true that the Civil Court affirms that the Defendant only transferred to Government his own claims against the Ryots and not those of Plaintiff, yet the fact cannot be overlooked that the arrears due to Plaintiff were included among those due to the ex-Proprietor, and were formally remitted by Government on the strength of the transfer, for they were not included in the sale advertisement.

11. The Board therefore adhere to the recommendation contained in their Proceedings of 19th October last, viz. that the arrears, Rupees 1,067-12-6, with proportionate cost and interest, be paid by Government to Brijee Mohundoss, and that the ryots be relieved of all further liability on this account.

(A true Extract.)

To

J. D. BOURDILLON, Esq., Secretary to Government, R. D.
Copy to the Acting Sub Collector in charge of Masulipatam.

Secretary.

that the plaintiff Birgi
 Mohundes should sue the

Revenue 1859 Report
 of Govt 29th April 1859
 No 1231

Proceedings of the Board
 of Revenue
 dated 1st July 1859
 Order 4 - do - do
 No 3 4 - do - do
 No 1

No 2524

defining the Revenue of
 the Civil Court of Appeal
 in O. S. No 3 of 1859, giving judg-
 ment against the said Defendant
 Rajah Narain Chandra, alone
 for the amount of Rs. 23,500 with
 interest, the Collector being
 released from liability; and
 recommending that the amount
 of Rs. 1000. 12. 6 against the
 said Defendant by Government
 for the reasons set forth in
 the Board's proceedings take
 by October next.

27th July 1859

Par 1231—

3x

Memo.

The question for decision
in this case is very simple.
A. Perkins was sold for
arrest: & a writ was issued
by the court & a private
person for a debt for a term
of years, was resumed, the
by the court being annulled.
The creditor feeling ag-
grieved sued the first &
the second; the former for
resuming the writ for the
term of his term, the latter
for certain arrears due by

them to him - He was careful
not to let the former, but got
a decree against the latter -

The 11th must suppose

that Govt. had told him the
Kings' arrears, with substantial
cost. The only ground for this is -

...emendation that I can see is
the supposition of a presumption
that the Kings were induced

to recede the claims of the Govt.

that the Govt. had erroneously
published a notification that

the Kings' arrears had been
remitted by Govt. This, if

a correct assumption, might
be reason for having the costs
(or some part of them) but not
the Govt. pay them) but not
for paying the arrears, which
are no more than the Kings
were bound to pay from the
first.

11th July 6

The question appears to be whether
rightly or wrongly, the arrears were
remitted by the Government. If they
were ~~not~~ ~~remitted~~ ~~now~~ ~~the~~ ~~Govt.~~
were, we have placed a serious
obstacle

in the way of the realisation of his dues
by Biraj Mohan Das, and ought to
make good the amount incurred
to him. Wangan 14 July 59

On principle the creditor should be
allowed to recover his own arrears
from the ryots - but looking to the peculiar
circumstances of the case I do not pay the amount
due to Biraj Mohan Das as an act
of grace to the ryots, without ad-
mitting any rights on the part of
the Sahukar. Aff

No 1015
 Proceedings of the Madras Government
 Under date the 29th July 1859.

Read the following
 Proceedings of the Board of
 Revenues.

Submitting the Decree of the
 Civil Court of Masulipatam in
 C.S. No 3 of 1857, giving judgment
 against the first Defendant Rajah
 Narasim Apparow for Rspees 23500
 with interest, the Collector being re-
 leased from liability; and recom-
 mending that certain arrears of
 Rspees 1067-12-6 against the Ryots
 be paid by Government with cost and
 interest for the reasons set forth
 in the Board's Proceedings dated
 19th October last.

From the judgment
 submitted with the foregoing
 proceedings, the Government
 learn that the Civil Court of
 Masulipatam has decreed
 that the plaintiff Pinnai
 Mohundai should sue the

ryots for Rupees 1067-12-6,
being the arrears due by them;
but the Revenue Board
recommend that this sum
should be paid by Government,
on the ground that after the
purchase of the estate, a pro-
clamation was issued remitting
the arrears in Plaintiff's village
as well as in others.

2. ^{pff} On principle the
~~creditor~~ should be allowed to
recover his own arrears from
the ryots; but looking to the
peculiar circumstances of the
case, and considering that
the declaration of the remission
of the arrears placed difficulties
in the way of their recovery
by the ^{him} Plaintiff, the Govern-
ment resolve to pay ^{the amount} as an
act of grace to the ryots, and
not by any means as a
matter of right.

The

3 The Collector of
Masulipatam is accordingly
authorised to pay over to
Birji Mohandas' Rupees
1067. 12. 6 with proportionate
costs. ^{He} The Collector will
take a legal acquittance
from the Sahukar both
for the ryots and the
Government.

[Signature]

of Copies to the Secy of Govt.
Dist. 20

1- Accts. Genl.

1- Civil Audr.

1st Decr / 59 28 29 4 28.
 18th " " " " 18 4 19.
 5th Novr / 58 - 6 - 15 4 16.
 23rd March " " - 3 4 4.

Revenue 1859 Dec 1st
 Pro: of Gov: 29 - July.

1860/55

Pro: of the Chancery Govt.

27th July 1859.

From 18th of Decr 1859 to 5th July 1859
 248 12 58 in the 15th 18 4 4 18 5 3

Collector of the revenue:
 presents to pay over to the
 Chancery Govt 1859-12-26
 with cert.

1864/55

Less