M.R.O. 14—10,000—21-4-22

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 852 Press Mis.

Dated 1st July 1859.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, from 25th June to 1st July 1859.

No. 28. Read the following Extract from the Proceedings of the Board of Revenue; dated 4th June 1859, No. 2063.

On the 11th January last, the Government communicated the instructious from the Secretary of State to restore the Chocumputty Zemindary in Tinnevelly to the family by conferring it on Curnaleah Valungapooly Taver, on the same terms on which it was originally enjoyed by his ancestors, taking such measures as might be requisite to secure for the Ryots, all rights and benefits acquired by them during the time the Zemindary was in the possession of Government and also for the protection of those Ryots who might have incurred expense in the faith of continuing to hold under Government administration.

2. These instructions were duly communicated to the Collector and the Zemindar, and the latter has assented to the terms proposed, as set forth in the agreement appended.

3. But the Chocumputty Zemindary was originally held on a Sunnud Milkeut Istimrar, and it passed from the father of Curnaleah Valungapooly Taver to the Government by a sale for arrears of revenue, at which Government was the highest bidder. The Peshcush under the Sunnud was 7,300 Star Pagodas, and the conditions of the Deed were the same as in the case of other similar Zemindaries.

4. The Sunnud was of course cancelled by the auction sale, and it would be irregular simply to declare it revived on certain conditions, or merely to substitute for it an agreement containing none of the essential conditions, rights, &c., embodied in Sunnuds under Regulation XXV. of 1802.

5. The Board therefore recommend that a Sunnud Milkeut Istimrar be issued to the Zemindar, in the form which accompanies this letter.

6. In this form the Board have made only two alterations of consequence. The first is the omission of clause 6 which declares the personal property of the Zemindar *first* liable for arrears of revenue. This provision of the [illegible]sal forms of these Deeds though founded on Section VII. Regulation XXV. of 1802 is at variance with Section VI. Regulation. XXVII. of 1802, the Law under which Government proceed to realise an arrear against a permanently settled estate. If therefore the Collector sold the Zemindary personally first, he might be met in the Courts by the plea that, that course was opposed to Regulation XXVII. of 1802, which if he attached the landed estate first, the Zemindar might urge that this was at variance with his Sunnud. The omission of the clause on the other hand is virtually of no consequence to the Zemindar, as under Section VI. Regulation XXVII. of 1802 he may, on the attachment of his estate, elect to have his personal property first sold.

7. The second omission (clause 9) is owing to the passing of Regulation I. of 1819 since the original Sunnuds were prepared.

8. The Board have extracted from the Zemindar's agreement those provisions which are really necessary for the security of rights &c. acquired by the ryots during the Government administration and have added these as separate conditions of the Sunnud.

9. The Board have made a few verbal alterations and additions to adapt the Sunnud to the circumstances under which it is issued, thinking it preferable to adhere to the original form of the Deed.

10. The Cabooleat will be a counter part of the deed in the first person. It will be executed by the Zemindar on the Sunnud being presented to him by the Collector and the formal transfer of the estate will then be complete.

(A true Extract.)

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

No. 29. ORDER THEREON, 27th June 1859, No. 852.

The twelfth para. of the draft Sanad appears to Government to need some modification. The order of the Secretary of State directs the restoration of the Chocumputty estate on the

[illegible] whether

sea or land, the entire administration of which the -----

same terms on which it was formerly held, the necessary measures being taken to secure rights and benefits acquired under any settlement during the time the Zemindary was under management, and for the protection of Ryots who may have incurred expense on the faith of that management continuing. The Governor in Council is of opinion that the stipulations in para 12 of the draft go beyond what is required for these objects, extending as they do to an entire alteration of the relations between the Zemindar and his Ryots. However desirable such provisions may be, it is the opinion of Government that they cannot be introduced on this occasion, when the only thing to be done is to carry into effect the order of the Secretary of State The draft will therefore be returned to the Board with the request that they will modify it in the sense above indicated, so as to limit the conditions strictly to those directed in the Home Despatch.

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

For Orders.

Revenue Department No 1022.

Extract Pro: of the Board of Rev: 4th June 1859.

Recommending the issue in the form herein enclosed of a Summd Milkeut Istimrar for the Chocampetty Zemindary in the district of Tinnevelly consequent on its Restoration to the Family and explaining some of the material alterations which have suggested themselves to the Board in the renewal of the Deed —

I am not aware of any objection

MW 10 June 59

H 14 June

Mr Lanad-v. Melkeyat. Istimrar was drawn for the Permanent Settlement. a Revenue Government wh. wholly failed & is now obsolete. It recognizes the Zamindar as the sole proprietor of the lands & he relates wh. was a monstrous usurpation and it embodies

lusive of the Bayel of ... whe
sea or land, the entire administration of which the --

a number of conditions & pledges which clog the freedom of action on the part of Govt in making improvements & reforming the general administration of the country.

I am therefore of opinion that it is not only quite unnecessary to insert in the stipulations of the Permanent Settlement but that it is positively objectionable.

The Govt of Bengal do not propose to issue the Sanad in its old form but propose certain modifications.

I am, dear Sir, with great regard, Yours, as we propose to do in the case of Penganoo and issue simply a Sanad conferring the lands on him & his posterity on the condition of fealty to the Crown of England alone.

W. G.

The deeds must be executed as proposed by the Govt of Bengal & the Govt must issue instructions to the Collectors, how each individual is to be dealt with. It would not be desirable to have leases executed by all.

W. G.

Revenue Dept 4

No. 852.

Proceedings of the Madras Government

Under date the 27th June 1859

Read the following

Extract from the Proceedings

of the Board of Revenue.

/Here enter 4th June 1859 No. 2063/

The tenor of the prayer of the

draft Sunnud appears to Govern-

under management, and for the protection of Ryots who may have incurred expense on the faith of that management continuing. The Governor in Council is of opinion that the stipulations in Para. 12 of the ~~proposed~~ draft ~~of the Carnatic settlement is erroneous~~ go beyond what is required for these objects, extending

returned to the Board with the request that they will modify it in the sense above indicated, so as to limit the conditions thereof to those directed in the Home Despatch.

Copies to the Bd of Rev. Dated 28th with 2 Sanad.

For paras 3, 4 and 12 See Foolscap Sheet.

~~SCHEDULE A.~~

SUNNUD-I-MILKEUT ISTIMRAR, OR DEED OF PERMANENT SETTLEMENT GRANTED BY THE GOVERNOR IN COUNCIL OF FORT SAINT GEORGE, TO THE ZEMINDAR OF *Choumpatty.*

~~Vide G. O. 10th Aug. 1802, Page 6th Para 4, 1st Vol. 2nd Class 2nd Division.~~

It is known to the Zemindars, Talookdars, Meerassidars, Ryots, and all Cultivators of land in the Territories subject to the Government of FORT ST. GEORGE, that from the earliest ~~until this present~~ period of time, the public assessment of the land revenue ~~has~~ was never ~~been~~ fixed; but that according to the established practice of Asiatic Governments, the assessment of the land revenue ~~has~~ fluctuated without any fixed principles for the determination of the amount; and without any security to the Zemindars, or other persons, for the continuance of a moderate land tax. On the contrary, frequent enquires ~~have been~~ were instituted by the Ruling Power, whether Hindoo or Mahomedan, for the purpose of augmenting the assessment of the land revenue; and it ~~has been~~ was customary to regulate such augmentations by the enquiries and opinions of the local Officers appointed by the Ruling Power for the time being. In the attainment of an increased revenue on such foundations, it ~~has been~~ was usual for the Government to deprive the Zemindars, and to appoint persons on its own account to the management of the Zemindary; thereby reserving to the Ruling Power the implied right, and the actual exercise, of the proprietary possession of all lands whatever. It ~~is~~ was obvious that such a mode of administration must be injurious to the permanent prosperity of the country, by obstructing the progress of agriculture, population, and wealth; and destructive to the comfort of individual persons, by diminishing the security of personal freedom, and of private property.

2*nd*.—The British Government, impressed with a deep sense of the injuries arising to the State and to its subjects, from the operation of such principles, ~~has~~ resolved to remove from its administration so fruitful a source of uncertainty and disquietude; to grant to Zemindars, and other land-holders, their heirs, and successors, a permanent property in their land in all time to come; to fix for ever a moderate assessment of public revenue on such lands, which ~~should~~ never be liable to change under any circumstances; to institute Courts of Judicature for the protection of these valuable rights; and to secure to every description of its Native Subjects, under the operation of fixed and defined laws, the free exercise of the religious institutions, and domestic usages, of their ancestors.

~~3*rd*. In confirmity to these principles the assessment of your Zemindary has been fixed from the commencement of Fasly 1212, at the annual sum of Star Pagodas~~

~~which said sum of Star Pagodas~~

~~shall be fixed, and is hereby accordingly declared by this Sunnud to be the permanent annual Jumma of your Zemindary, payable in the current coin of the Province, in fixed monthly instalments, agreeably to the separate Kistbundy signed by you.~~

5*th*.—This permanent assessment of the land tax on your Zemindary is exclusive of the revenue derived from the manufacture and sale of Salt, and Saltpetre; exclusive of the Sayer, or duties of every description, whether by Sea or Land, the entire administration of which the Government reserves to itself; exclusive of the Abkarry or tax on the sale of spirituous liquors, and intoxicating drugs; exclusive of the excise which is or may be levied on commodities or articles of consumption; exclusive of all taxes, personal and professional, as well as of those from Markets, Fairs, and Bazars; exclusive of Lakheraj lands, (lands exempt from the payment of public revenue,) and of all other alienated lands paying a small Quit Rent, (which Quit Rent unchangeable by you, is included in the assets of your Zemindary); and exclusive of all Lands and Roossooms heretofore appropriated to the support of Police Establishments. The Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporally or permanently, the articles of revenue included, according to the custom and practice of the Country, under the several heads above stated.

6*th*.—You shall regularly pay in all seasons the amount of the permanent assessment above fixed: the remissions which have occasionally been granted according to the custom of the Country on account of drought, inundation, or other calamity of the season, shall now cease,

exclusive of the Sayer, &c.

by sea or land, the entire administration of which the -----

and never be revived; and if, (which God forbid,) you should fail to discharge your engagements, your Zemindary and your personal property shall be answerable for the consequence of such failure.

~~6th. In this event your personal property will be liable to attachment in the first instance; and your lands will ultimately be liable to be sold and transferred from you for ever, for the payment of the public revenue; but under the moderate terms of the assessment on your Zemindary, this event can never happen except in consequence of your own default; for the Court of Judicature will protect you against such an injury unless warranted by your failure.~~

Omitted with reference to Section XI Regulation XXVII of 1802.

7th.—You shall be at free liberty to transfer, without the previous consent of Government, or of any other authority, to whomsoever you may think proper, either by sale, gift, or otherwise, your proprietary right in the whole, or in any part, of your Zemindary; such transfers of your land shall be valid, and recognised by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or the Hindoo laws, or to the Regulations of the British Government; but unless such sale, gift, or transfer, shall have been regularly registered at the office of the Collector; and unless the public assessment shall have been previously determined, and fixed on such separated portions of your Estate by the Collector; such sale, gift, or transfer shall be of no legal force or effect; nor shall such transaction exonerate you from the payment of any part of the public land tax assessed on your entire Zemindary previously to such transfer; but your whole Zemindary shall continue to be answerable for the total land tax, in the same manner as if no such transaction had occurred.

8th.—In the event of the sale of any part of your Zemindary for the liquidation of arrears of the assessment; or in satisfaction of the decree of a Court of Judicature; or in the event of the transfer of any part of yur Zemindary by gift, sale, or otherwise; you shall furnish the Collector with true and correct accounts of your entire Zemindary, and of the portion of your Zemindary to be so separated, for a period not less than the three years preceding such sale or transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of your lands, shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on your Zemindary bears to the actual produce of the whole Zemindary: so that, if the accounts to be furnished by you should be correct, no partial assessment can happen; nor any increase of the fixed Jumma be ever made, under whatever changes or improvements your interests or your pleasure may lead you to introduce into the Zemindary.

~~9th. Although you shall have free right and liberty to transfer by sale, gift, or otherwise, any part of your Zemindary, not repugnant to the Regulations of Government; yet it shall not be competent for you, nor for any Zemindar, to form any part of your lands into a separate Estate paying its Jumma directly to Government, unless the public assessment on such separate Estate shall amount to the annual sum of five hundred Star Pagodas, (500), and upwards.~~

Omitted with reference to Regulation I of 1819.

9. ~~10th.~~—In order that you may at all times be enabled to comply with the conditions of the 8th Article of this Sunnud, by which you are bound to furnish true and correct accounts of your Zemindary when required by the Collector, you shall support the regular and established number of Curnums in the several villages of your Zemindary. The Curnums shall be appointed from time to time by you, and shall obey all regular orders issued by your authority, but they shall not be liable to be removed from their offices, except by the sentence of a Court of Judicature. In the event of your having, or of your under-farmers, tenants, or ryots, having cause of complaint against the Curnum of any Village, for a breach of duty, you shall be at liberty to institute, at your own peril, a Suit in the Udalut of the Zillah, for the purpose of bringing such Curnum to trial and punishment; but in the event of your dispossessing a Curnum of his office without such previous regular process, you shall be liable to make such satisfaction for the injury as the Udalut of the Zillah may decree. Where a Curnum may be dismissed from his office by the sentence of a Court of Judicature, you shall, in the first instance, select a successor from the family of the last incumbent, provided any member of that family shall be capable of the duty of Curnum, but if no member of it shall be capable of discharging that duty, you shall exercise your discretion in the appointment of a proper person. The name of the person appointed to succeed shall be reported to the Collector.

10. ~~11th.~~—The Government having charged itself with the maintenance of the Police of the Country, will defray the entire expense of that Establishment; you shall nevertheless aid and assist its Officers in apprehending and securing offenders of all description; and you shall enquire and give notice to the Magistrates of all robbers or disturbers of the public peace, who may be found, or who may seek refuge, in your Zemindary.

11. ~~12th.~~—You shall enter into engagements with your ryots either for a rent in money or in kind; and shall, within a reasonable time, grant to each ryot, a Puttah or Cowle, clearly defining the amount to be paid by him, and explaining every condition of the engagement: and you shall grant, or cause to be granted, regular receipts to the ryots for all discharges in money, or in kind, made by them to you, or for your account. If after the expiration of a reasonable period of time from the execution of your Cabooleut, (*a*) you shall neglect, or shall refuse to comply with the demand of your under-farmers, or ryots, for the Puttahs and receipts abovementioned, you shall be liable to be sued in the Udalut of the Zillah; and you shall also be liable to such damages as may be decreed by the Udalut to the Complainant.

13th.—The foregoing conditions contain an abstract of the obligations and duties which you shall incur, and of the rights which you have acquired under the ---- constitution erected for the security, protection, and prosperity of the subjects of the British Government: but for the enlargement of that Constitution, and for the improvement of the condition of the people, the Governor in Council will continue from time to time to enact such Regulations, as experience may suggest, or the progress of human affairs render necessary. Such Regulations will be administered by independent Judges, in constituted Courts of Judicature, governing their decisions by the Laws only. The decrees of those Courts will be founded on the Regulations of Government, printed, published, and translated, for the information and security of its subjects; and on the Institutes of the Hindoo or Mahomedan laws, which are also open to the enquiry of all persons; the proceedings of the Udalut will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interest by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence, as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner; and executed by Civil Authority, without the interposition of Military Force; the Collectors, and other public Servants [illegible] shall be subject to appeal to the Courts of Judicature for the adjudication of all cases, in which by virtue of their offices they may be parties; and finally, the greatest practicable degree of security has been extended to the Native Subjects of the British Government by the establishment of a gradation of Appeals

~~from the Zillah Court to the Provincial Court; and from the Provincial Court to the Court of Sudder Udalut at the Presidency; and in the last resort, from the Court of Sudder Udalut to the Governor General in Council of Bengal.~~

~~Vide Reg. VII of 1815. Vide Reg. VIII of 1818.~~

14th.—Being therefore sensible of the benefits conferred on you by these institutions, and confident of enjoying the fruits of your industry, you shall be punctual in your engagements with Government, you shall conduct yourself with good faith towards your ryots, whose prosperity is inseparably connected with your own; you shall treat them with tenderness, encourage them to improve and extend the cultivation of the land, and lay the foundations of your own happiness in the permanent prosperity of your Zemindary.

15th.—Continuing to perform the above stipulations, and to perform the duties of allegiance to the British Government, its Laws, and Regulations, you are hereby authorized and empowered to hold in perpetuity to your heirs, successors, and assigns, at the permanent assessment herein named, the Zemindary of

Given in Fort St. George this day of by and in the name of the Right Honorable the Governor in Council.

(Signed by the Members of the Government.)

Entered in the Secretary's Office

By order of the Right Hon'ble the Governor in Council.

(Signed by the Secretary to the Government.)

(a) The Cabooleuts taken from the Zemindars, were exact Counterparts of their Sunnuds.

exclusive of the sayer or duties of every description whe[illegible]
[illegible] land, the entire administration of which the -----

KABULIAT or INSTRUMENT OF ASSENT AND AGREEMENT ON THE PART OF VELLUNGAPOOLY TAVEN, ZEMINDAR OF CHOKUMPUTTY ----------

to the Sunnud-i-Milkeut Istimrar, or deed of permanent Property granted to him by the Right Honorable The Governor in Council of Fort Saint George, bearing date the twenty second day of April in the year of Christ 1802, or 18th of Zeehudge of the Mahomedan Hegeree 1816, or Fusley year 1211-Corresponding with the 12th day of Chittray of the year Doondomee, of the 1723rd year of Saliavahana Sagarptom, or 977th year of the Aund.

1st. I, VELLUNGAPOOLY TAVEN, ZEMINDAR OF CHOKUMPUTTY, being fully impressed with the beneficent intentions of the Honorable Company, as distinctly enumerated in the Sunnud-i-Milkeut Istimrar, or deed of permanent property conferred upon me by the Right Honorable the Governor in Council of Fort Saint George; and being duly sensible of the important advantages which, under the blessing of God, may result to myself and the people of my zemindary from the arrangements established for the administration of justice, and of the public revenue on permanent foundations, do by this my Kabuliat or instrument of assent and agreement covenant and agree as follows, viz.

2d-Whereas the assessment of my Zemindary or estate has been fixed from the commencement of Fusly 1212 at the Annual Sum of Star Pagodas (7300) Seven thousand and three hundred which said sum of star Pagodas (7300) Seven thousand and three hundred shall be fixed, and is hereby accordingly acknowledged by me to be the permanent annual land tax of my zemindary or estate, payable in the current coin of the province in fixed monthly instalments, agreeably to the separate Kistbundy hereunto annexed and signed by me.

3d- This permanent assessment of the land tax on my Zemindary or estate, I consider to be exclusive of the revenue derived from the manufacture and sale of salt; and saltpetre; exclusive of the sayer or duties of every description whether by sea or land, the entire administration of which the -----

Government reserves to itself;exclusive of the abkary or tax on the sale of spirituous liquors,and intoxicating drugs;exclusive of the excise which is,or may be,levied on commodities or articles of consumption;exclusive of all taxes personal or professional as well as of those from markets,fairs,and bazars;exclusive of Lakheraj lands (lands exempt from the payment of public revenue)and of all other alienated lands paying a small quit-rent (which quit-rent unchangeable by me is included in the assets of my Zemindary or Estate); and of all lands and Russooms or fees heretofore appropriated to the support of Police Establishments.I consider also that Government reserves to itself the entire exercise of its discretion in continuing or abolishing,temporarily or permanently ,the articles of revenue included,according to the custom and practice of the country,under the several heads above enumerated.

4th- I undertake regularly to pay in all seasons,the amount of the permanent assessment above fixed and acknowledged by me.The remissions which have occasionally been granted,according to the custom of the country,on account of drought,inundation,or other calamity of the season,shall now cease and never shall be revived by me; and if(which God forbid) I should fail to discharge my engagements, my Zemindary or estate,and my personal property,shall be answerable for the consequence of such failure.

5th- In this event I understand that, my personal property will be liable to attachment in the first instnace,and that my lands will ultimately be liable to be sold and transferred from me for ever, for the payment of the public revenue.

6th- I am at free liberty to transfer,without the previous consent of Government or of any other authority to whomsoever I may think proper,by sale , gift,or otherwise,my proprietary right in the whole, or in any part of my Zemindary or estate,and such transfers of my land are to be valid,and recognized by the courts and officers of Government,provided they shall not be repugnant to the Mahomedan or to the Hindoo laws,or to the Regulations of the British Government. But unless such sale,gift,or transfer,shall have been regularly registered at the office of the Collector,and unless the public assessment shall have been previously determined,and fixed on such separated portions of my estate by the Collector;I hereby consent and agree that,such sale,gift,or transfer,shall be of no legal force or effect:nor is such transaction to exonerate me from the

of any part of the public land tax assessed on my entire Zemindary previously to such transfer;but that my whole Zemindary is to continue answerable for the total land tax in the same manner as if no such transaction had occurred.

7th- In the event of the sale of any part of my Zemindary or estate for the liquidation of arrears of the assessment,or in satisfaction of the decree of a court of Judicature,or in the event of the transfer of any part of my Zemindary by gift,sale or otherwise;I promise and agree to furnish the Collector with true and correct accounts of my entire Zemindary or estate,and of the portion of it to be so separated, for a period not less than three years preceding such sale or transfer,in order that the due proportion of the public revenue may be fixed thereon,and that the assessment to be settled on the separated parts of my lands,may always bear the same proportion to the actual produce of the separated portion,as the total permanent Jummah on my Zemindary or estate bears to the actual produce of the whole Zemindary. Thus the accounts to be furnished by me being correct,no partial assessment can happen;nor can any increase of the fixed jummah be ever made,under whatever changes or improvement my interests, or my pleasure may lead me to introduce into my Zemindary or estate.

8th- But although I am by the 7th Article of my Sunnud empowered to transfer by sale,gift,or otherwise,any part of my Zemindary or estate,not repugnant to the Regulations of Government;yet,I do hereby declare that it is not competent for me,and I accordingly bind myself not to form any part of my lands into a separate estate paying its jummah directly to Government,unless the public assessment on such separated estate shall amount to the annual sum of Five Hundred Star Pagodas (500),and upwards.

9th-In order that I may at all times be enabled to comply with the condition of the 7th Article of this my Kabuliat, by which I am bound to furnish true and correct accounts of my Zemindary or estate when required by the Collector,I promise to support the regular and established number of Curnums in the several Villages of my Zemindary.The Curnums are to be appointed from time to time by me,and are to obey all regula

orders issued by my authority:but I engage that they shall not be removed from their offices,except by the sentence of a Court of Judicature.In the event of my having,or any of my under-farmers,tenants, or ryots,having cause of complaint against the curnum of any village for a breach of duty;I am at liberty to institute at my own peril a suit in the Adawlut of the Zillah for the purpose of bringing such Curnum to trial and punishment;but in the event of my dispossessing a Curnum of his office,without such previous regular process, I consider myself liable to make such satisfaction for the injury as the Adawlut of the Zillah may decree.Where a Curnum may be dismissed from his office by the sentence of a Court of Judicature,I will,in the first instnce,select a successor from the family of the last incumbent, provided any member of that family shall be capable of discharging the duty of Curnum:but if no member of that family should be capable of discharging the duty,I am at liberty to exercise my discretion in the appointment of a proper person,taking care to report to the Collector,the name of the person so appointed to succeed.

10th-The Government having charged itself with the maintenance of the Police of the country,is to defray the entire expense of that establishment:I nevertheless engage to aid and assist its officers in apprehending and securing offenders of all descriptions,and to enquire and give notice to magistrates of all robbers and disturbers of the public peace,who may be found or who may seek refuge in my Zemindary.

11th-I promise and agree to enter into engagements with my Ryots either for a rent in money or in kind,and will within a reasonable time grant to each Ryot a Pottah or Cowle clearly defining the amount to be paid by him,and explaining every condition of the engagement:and I will grant or cause to be granted,regular receipts to the Ryots for all discharges in money or in kind made by them to me,or for my account.If after the expiration of a reasonable period of time from the execution of this my Kabuliat,I should neglect, or refuse to comply,with the demand of my under-farmers or Ryots, for the pottahs and receipts above mentioned;I shall consider myself liable to be sued in the Adawlut of the Zillah,and to be liable also to such damages as may be decreed by the Adawlut to the complainant.

12th-Sensible of the benefits conferred on me by these institutions,and confident of enjoying the fruits of my industry,I engage and bind myself to be punctual in my engagements with Government;

to conduct myself with good faith towards my Ryots,whose prosperity is inseparably connected with my own;I promise to treat them with tenderness;to encourage them to improve and extend the cultivation of the land;and thus to lay the foundations of my own happyness,in the prosperity of my Zemindary,

13th-So long as I continued to perform the above stipulations, and discharge the duties of allegiance to the British Government,its ~~loss~~ laws,and Regulations,which I now solemnly engage to do;I consider myself authorized and empowered to hold in perpetuity for myself,my heirs,successors,and assigns,at the permanent Assessment herein named the Zemindary of Chokumputty.In testimony of all which I have hereunto affixed my seal and signature,in the presence of George Parish Collector and Thomas Harris Assistant Collector,this Thirteenth day of July in the Year 1802 corresponding with the first day of the Fusly year 1212,or first day of the Malabar Audee of the Doondomee year of the 1783rd year of the Epoch of Saliavagana Sagartom,or 978th year of the Aund Epoch.

/Signed/ Vellungapooly Taven,
Zemindar of
Chokumputty.

Witnesses,
/signed/ George Parish
Collector
/signed/ Thomas Harris
Asstt.Collector

-------:0:-------

/True Copy/

Secretary.

Md.R.H.

GR 3543/55
L.R. 8473/28 of 1928

3. In conformity to these principles the Zemindary of Chocumpully was permanently assessed and conferred on your ancestors, but unhappily it became necessary through the default of your late Father to sell the said Estate, which was then purchased and has since been retained by the British Government.

It has now pleased the Government of Her Majesty the Queen to restore the said estate to you and in conformity with this intention the Honorable the Governor in Council confers on you this Summud Istimrar or Deed of permanent settlement subject to the conditions of which you shall henceforth hold the said Zemindary.

4. The assessment of your Zemindary has been fixed at the same sum as was annually payable by your late Father Viz Star Pagodas 7,300 and this sum is hereby accordingly declared by the Summud to be the permanent annual jummah of your Zemindary.

12. Further whereas during the period your Zemindary was in the possession of Government various rights and interests have been acquired by the Ryots thereof and it is just and necessary that these rights and interests should not be affected by the restoration of the Zemindary to you, it is further

further a condition of this Sunnud that you shall preserve and follow in your settlements with your Ryots the Register of the survey made in A.D. 1836; that you shall not disturb the present Ryots in their occupancy, or in the possession of any property or rights in the lands which they may have obtained during the time the Zemindary has been under Government management, as long as they continue to pay Taxes due upon their lands; that you shall allow present occupants of lands within the Zemindary to dispose, at their option of their rights in the soil to whomsoever they will, that you shall respect such transfers, your rights being limited to the demand of the Government tax on the land. that in taxing lands under old and new Wells you shall abide by the rules now in force in the Government Villages and in the Villages of your Zemindary, (a copy of which rules will be furnished to you by the Collector); that in like manner you shall be bound by the rules recently passed by Government for taxing Topes and Trees (a copy of which rules will also be furnished to you by the Collector) and that according to the rules in force in the Government Villages and the

Zemindary

Zemindary you shall levy on a Second wet crop raised on single crop land no more than half the assessment payable for the first crop.

I de Lisle

Secretary.

CB.

Copy of a Letter to C.
Dated August 1836

2
In Mr. Bird's of 1836
Nov. 28th Encl. 4

Moochilka.

1836

Very important
The Duty
Pleased to
Inspect

Division of produce.

(1) I hereby promise to preserve the Survey Register of my Zemindary, and to make all my settlements, in accordance with it, and the original Ryacut accounts, and according to the Vara Settlum accounts, and not to demand on any pretence whatever, any tax which those accounts do not authorize.

(2) I will not disturb the present Ryots in their occupancy, or in the possession of any property, or rights, in the lands, which they have obtained, whilst the Zemindary has been held under Government management, as long as they continue to pay the Rists due upon their lands.—

(3) If any ryot leaves his land waste and will not cultivate it or pay Rist on it I will make it over for cultivation to another. I will grant regular puttahs and give receipts for the collections of Rist.

(4) I will not dispossess any ryot without the sanction of the Collector or until after a decision has been passed under the Regulations now in force—or under such regulations as from time to time may be enacted.

(5) Present occupants may at their option dispose of their rights and properties in the soil to whomsoever they please. I will respect every such

such transfer whensoever made, my right being limited to the demand of the Government Fish or mailwarum.

With respect to tasing lands under old and new wells I will abide by the rules now in force in the Seminary and Government Villages. A copy of which should be furnished me under the hand and seal of the Collector.

In tasing topes and trees I will also be bound by the rules now in force, a copy of which also should be furnished me.—

All Inams shall be continued as usual. I will Keep the Tanks and Channels in repair according to the ancient custom of the Seminary.

Fish rents shall be made as usual.

For a 2nd wet crop raised on one crop land ½ tax only shall be levied according to the rules at present in force in the Seminary and Ayen Villages.—

/ A true Copy /

I A Low

Secretary to

Copy inl a Letter to Ec.
d/ 2 August 1859. No 35
30-11-92

Enclosure No 1 in an
Extract from the Proceedings
of the Board of Revenue
to the Secretary to Govt
Rev Department dated
4th June 1859 No 2063.-

R 1022/59

Moochilka.-