M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 2346	Press ~~Mis.~~
121-122	
Dated 8-12-1866.	

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 8th December 1860.

No. 121. Read the following Proceedings of the Board of Revenue, dated 10th November 1860, No. 5,219 :—

Read the following Endorsement by the Collector of Madras, dated 25th September 1860, on Petitions Nos. 2,593 and 3,570 of 1859 and Nos. 5 and 1,950 of 1860, from Vizaya Ragava Mudali, complaining of the measures adopted by the Collector of Chingleput for the realisation from him of Village Officer's fees, never hitherto charged.

1. The Petitioner takes exception to the Merahs, payable to the Government village servants, being included in the quit-rent bill of the garden alluded to in the Petition, on the plea of his not having paid the same heretofore.

2. The Petitioner is merely the occupant of the garden, the proprietor being Murgasen Mudali of Madras, who holds a quit-rent bill for the same.

3. The garden consists of Kánis 6, Grounds 19, Square feet 1,200 of dry land, assessed at Rupees 14-14-11. The Swatantra Dittam and Merah Chattam, which contain the particulars of the fees payable to the village servants, are not forthcoming, either from the Curnum of the village, or from the records of this Office. An account, however, prepared in Fasli 1249, under the directions of the late Collector, Mr. Freese, regarding the commutation of Merahs of the different village servants of the District, shows that the Merahs and Fees due to the Curnum and other servants on the assessment of the quit-rent garden in question, amount, as shown in the accompanying statement, to Rupees 2-0-2 per annum. The commutation of the Merahs was effected under the instructions of Government contained in paragraph 25, page 8, of the papers relating to the revision of the Táluq accounts, and the commutation amount is now entered in the Ryot's Pattá.

4. The Petitioner, as usual, paid on account of the proprietor, the assessment of the garden, and refused to pay the Merahs included in the quit-rent bill, issued for Fasli 1268. The Tahsíldár, therefore, attached a Picottah in the garden, valued at Rupees 2-4-0 on the 23rd June 1859, and submitted the accounts to the Húzur. The Tahsíldár was directed to release the Picottah, as it was an agricultural implement not liable to attachment.

5. Upon which a quarter of Káni of land, estimated at Rupees 4, was attached in its stead, and sold for Rupees 8, under the orders of the Board, dated 21st October 1859, carrying to credit Rupees 2-0-2 on account of the above balance, and the remainder, Rupees 5-15-10, is kept in deposit, the proprietor not having as yet appeared to receive the money. The Picottah also is still reported to be in the possession of the village Munsif, the Petitioner who occupies the gardens, having refused to take charge of the same.

6. Owners of quit-rent gardens have usually evaded the payments in grain hitherto; but they are as liable to it as any proprietor in the village.

Statement showing the particulars of the commutation of the fees payable to the Government village servants in the village of Aminjikarai, Sydapet Táluq.

Designation of the village servants.	Melvaram, including the resumed Merahs of Varagu on Punjah land for 10 Collums.	Value of the Melvaram, at the commutation rate, namely 27 Merkals per Pagoda.	Merah and Sodandaram fees, for 10 Collums of Varagu.	Value of the fees, at the commutation rate of 27 Merkals per Pagoda.	Value of fees, for every 100 Rupees of the commuted value of Melvaram.	Value of the fees payable on the quit-rent of the garden, viz., Rupees 14-14-11, at the rate mentioned in column 6.	Remarks.
1	2	3	4	5	6	7	8
	COLS. M. M.	RS. A. P.	COLS. M. M.	RS. A. P.	RS. A. P.	RS. A. P.	
Curnum.....	4 5 3	6 14 8	0 2 6¾	0 5 11	5 5 3	0 12 10	
Taliar.....	4 5 3	6 14 8	0 3 0	0 6 3	5 10 2	0 13 4	
Vettiyan.....	4 5 3	6 14 8	0 1 2½	0 2 9	2 8 0	0 6 0	
Total....	.....	.....	0 7 1¼	0 14 11	13 7 5	2 0 2	

(Signed) B. CUNLIFFE, *Collector.*

1. The Board of Revenue do not admit the legality of the course adopted by the District authorities in this case, but as an order of Government is quoted in support of it, they resolve to submit the matter for the decision of that authority.

2. The salient points of the case are that in 1859, *for the first time* a demand for Rupees 2-0-2, claimed as Curnums' fees was made on account of a garden of which Petitioner is the occupant, and according to his own account, the real proprietor, and was included in the quit-rent Bill presented to him as representative of Murgasen Mudali, the registered proprietor of the land.

3. Petitioner paid the quit-rent, but refused to pay the fees, as being a novel and unauthorised demand, upon which refusal, a Picottah was distrained for their realisation.

4. Petitioner appealed to the Board, and was directed to produce the Collector's Endorsement, which he did with a second Petition, dated 29th August 1859, on which the Collector was directed by Endorsement, dated 17th September 1859, to furnish full explanation of Petitioner's liability.

No. 1,879 *of* 1859, *dated 24th June* 1859.

5. This is now done for the first time, after three further Petitions on the subject had been forwarded with orders to expedite the reply, and also after the distraint against which Petitioner appealed to the Board has been fully carried out by sale of the property, a portion of the land having been subsequently attached in lieu of the Picottah released as an agricultural implement.

No. 3,570 *of* 1859, *dated* 18*th November* 1859.
„ 5 *of* 1860, „ 3*rd January* 1860.
„ 1,950 „ „ 17*th July* „

6. This marked neglect of the Board's orders cannot be permitted to pass without notice, and Mr. Cunliffe will please to institute strict inquiry to ascertain who is responsible for this contempt of their appellate authority, and furnish a full report to the Board for their further orders.

7. In the Endorsement furnished by Mr. Shubrick to the Petitioner, and in that recorded at the head of these Proceedings, it is stated that the demand in question was assessed according to certain money rates fixed by Mr. Freese in commutation of the grain fees originally payable ; that Petitioner's hitherto exemption was considered unauthorised ; that the item was included in the Pattá on the strength of paragraph 25 of the general instructions published with the Extract Minutes Consultation, No. 499, Revenue Department, dated 19th April 1858, on the revision of Táluq accounts, and that the sale of the attached land was sanctioned by the Board.

8. The grounds of Petitioner's appeal are that in his case the demand is altogether a novel one, fees in kind or in money having *never* before been demanded, or paid on the land in question ;

That the land itself, a garden containing a few trees, is not of the kind for which any assistance is, or indeed can be derived from the Curnums' services, and that, therefore, that Officer is not equitably entitled to claim any fee ;

That quit-rent being of its essence a payment in full of all demands, any such arbitrary addition to it as was made in the present instance, is unjustifiable ;

That gardens held on quit-rent are generally exempt from any such payment ;

That the attachment was excessive ;

And that the sale of the property attached, after the Board had called for a report on Petitioner's appeal against the attachment, was highly irregular.

9. These several arguments are scattered over Petitioner's numerous appeal Petitions addressed to the Board since June 1859, and the Board will proceed to pass their remarks on them, and on those of the Collector for the consideration of Government.

10. That the demand was a novel one is admitted by the Collector who states that "owners of quit-rent gardens have hitherto usually evaded the payments in *grain*, but they are as liable to it as any proprietor in the village." He also states that the "Swantantra Dittam" and "Merah Chattam" of the village are not forthcoming to show, whether the garden in question was

Proceedings of the Madras Government, Revenue Department,
8th December 1860.

entered as liable to the demand, or at what rate the demand should be fixed, and that that which has been made is based on an account prepared by order of Mr. Freese, for the commutation of grain fees.

11. Mr. Cunliffe's reference to Mr. Freese's account leaves the Board in doubt whether in that account any amount is entered as due from this particular garden, or whether merely the rate at which the fee has been charged was calculated on general data obtained from that account.

12. The hitherto exemption of the garden, and the absence of any village accounts to show its liability, form, however, in the Board's opinion, strong reasons against the demand, and still more against its enforcement by distraint and sale.

13. As to the statement that the item was entered in the Pattá in accordance with the instructions contained in the Manual for the revision of Táluq accounts, a reference to the paragraph itself will show that those instructions had reference to the fees formed by a deduction of a portion of the *Melvaram*, which had been left with the Ryots for payment to the village servants, together with the fee due from themselves on account of the Kudivarum, and being thus really a portion of the Government share, it is equitable to include this "Melvaram" fee in the Pattá, and to collect it, if necessary, as an arrear of revenue, although the legality of the entry in the Pattá of a condition not existing in the Muchillka may be questioned.

14. But in the case of a quit-rent assessed on a garden, there is no such deduction made from the amount due from the Ryot, and consequently the same reason does not exist for making the demand, or for including it in the Pattá as an item of the State dues. A quit-rent is essentially in full of all demands on the land on account of the State, and it is to facilitate the realisation of such demands only that the summary process of distraint and sale for arrears is permitted.

15. As the emoluments of office derived from the Inám lands attached to it cannot in the present state of the Law be realised by these means, *a fortiori* those receivable in the form of fees, and which are from their nature a far less permanent source of income cannot legally be so recovered.

16. The sanction of the Board for the sale of the land, which was eventually attached in lieu of the Picottah released as an agricultural implement, was obtained by the inclusion of the item in an advertisement of lands "attached in satisfaction of arrears of land revenue due by the holder," without any explanation of the circumstances of the case. It is needless to remark that a sanction so obtained relieves the local authority from no legal responsibility whatever for his acts.

17. The irregularity is aggravated by the fact that attachment of the land was put in, and its sale effected long after the Collector had been called on by the Board for a report on the appeal against his earlier distraint.

18. On Petitioner's argument that the attachment was excessive, the Board will merely remark that had the proceeding been legal, they would not have considered that the attachment of a quarter Káni of land apparently of an inferior description, was unwarranted by the amount of the arrear, but they are decidedly of opinion that the Collector's act could not be successfully defended in a Court of Law.

19. The legality of the original demand was very questionable, the order of Government quoted did not justify the inclusion of the item in a quit-rent bill ; there is nothing in the Regulations to legalise the realisation of such demands by distraint and sale ; and there was nothing in the Board's sanction to relieve the Collector from the responsibility for his act. Not only was the distraint carried out by sale, when an appeal against it was in the Collector's hands for report, but to clench the transaction, a certificate appears to have been issued for the land sold in the name of the purchaser.

20. This disregard of Petitioner may perhaps be declared to have arisen from the fact that the garden stands registered in the name of Murgasen Mudali though occupied by Petitioner, who also pays the quit-rent, but if, as Petitioner declares, Murgasen Mudali had long before

any of these occurrences took place, *sold* the garden to him, and filed in the Táluq the necessary application for its registry in *his* name, the excuse will fall to the ground.

21. On all these points the Board expect full explanation from the Collector, but this is not necessary for the disposal of the case as regards Petitioner, which the Board resolve to refer for the decision of Government, with their recommendation that the unauthorised and illegal sale of Petitioner's land be declared cancelled, and that the Collector be instructed to arrange with the purchaser for the restoration of the land on payment to him of the purchase money, and such further compensation as may be agreed to.

22. They make this recommendation with the less hesitation as no action-at-law lies against the present Collector for his predecessor's act, and Mr. Shubrick on his return to the country will himself assume the bench in that Court, in which a personal action for damages in the matter would in ordinary course be instituted.

23. An Endorsement will be passed on Petitioner's several addresses, informing him that his case has been submitted for the decision of Government.

(True Copies and Extract.)

(Signed) W. HUDLESTON, *Acting Secretary.*

No. 122. ORDER THEREON, 8th December 1860, No. 2,346.

1. The Government authorize the Board of Revenue to carry out the proposal contained in paragraph 21 of their Proceedings.

2. The Board will communicate for the information of Government the explanation which they have properly called upon the Collector to furnish, and orders will then be passed on the compensation which may have to be granted to the purchaser of the land.

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

No. 5,219.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 10th November 1860.

Read the following Endorsement by the Collector of Madras, dated 25th September 1860, on Petitions Nos. 2,593 and 3,570 of 1859 and Nos. 5 and 1,950 of 1860, from Vizaya Ragava Mudali, complaining of the measures adopted by the Collector of Chingleput for the realisation from him of Village Officer's fees, never hitherto charged.

1. The Petitioner takes exception to the Merahs, payable to the Government village servants, being included in the quit-rent bill of the garden alluded to in the Petition, on the plea of his not having paid the same heretofore.

2. The Petitioner is merely the occupant of the garden, the proprietor being Murgasen Mudali of Madras, who holds a quit-rent bill for the same.

3. The garden consists of Kanis 6, Grounds 19, Square feet 1,200 of dry land, assessed at Rupees 14-14-11. The Swatantra Dittam and Merah Chattam, which contain the particulars of the fees payable to the village servants, are not forthcoming, either from the Curnum of the village, or from the records of this Office. An account, however, prepared in Fasli 1249, under the directions of the late Collector, Mr. Freese, regarding the commutation of Merahs of the different village servants of the District, shows that the Merahs and Fees due to the Curnum and other servants on the assessment of the quit-rent garden in question, amount, as shown in the accompanying statement, to Rupees 2-0-2 per annum. The commutation of the Merahs was effected under the instructions of Government contained in paragraph 25, page 8, of the papers relating to the revision of the Taluk accounts, and the commutation amount is now entered in the Ryot's Puttah.

4. The Petitioner, as usual, paid on account of the proprietor, the assessment of the garden, and refused to pay the Merahs included in the quit-rent bill, issued for Fasli 1268. The Tahsildár, therefore, attached a Picottah in the garden, valued at Rupees 2-4-0 on the 23rd June 1859, and submitted the accounts to the Húzur. The Tahsildár was directed to release the Picottah, as it was an agricultural implement not liable to attachment.

5. Upon which a quarter of Káni of land, estimated at Rupees 4, was attached in its stead, and sold for Rupees 8, under the orders of the Board, dated 21st October 1859, carrying to credit Rupees 2-0-2 on account of the above balance, and the remainder, Rupees 5-15-10, is kept in deposit, the proprietor not having as yet appeared to receive the money. The Picottah also is still reported to be in the possession of the village Munsif, the Petitioner who occupies the gardens, having refused to take charge of the same.

6. Owners of quit-rent gardens have usually evaded the payments in grain hitherto; but they are as liable to it as any proprietor in the village.

Murugésa
Táluq Patta

ENCLOSURE No. 1.

STATEMENT showing the particulars of the commutation of the fees payable to the Government village servants in the village of Aminjikarai, Saidapet Taluk.

Designation of the village servants.	Melvaram, including the resumed Merahs of Varagu on Punjah land for 10 Collums.	Value of the Melvaram, at the commutation rate, namely 27 Merkals per Pagoda.	Merah and Sodantaram fees, for 10 Collums of Varagu.	Value of the fees, at the commutation rate of 27 Merkals per Pagoda.	Value of fees, for every 100 Rupees of the commuted value of Melvaram.	Value of the fees payable on the quit rent of the garden, viz., Rupees 14-14-11, at the rate mentioned in column 6.	Remarks.
1	2	3	4	5	6	7	8
	COLS. M. M.	R. A. P.	COLS. M. M.	R. A. P.	R. A. P.	R. A. P.	
Curnum...	4 5 3	6 14 8	0 2 6¾	0 5 11	5 5 3	0 12 10	
Taliar	4 5 3	6 14 8	0 3 0	0 6 3	5 10 2	0 13 4	
Vettian...	4 5 3	6 14 8	0 1 2½	0 2 9	2 8 0	0 6 0	
Total.....	... ...	... ...	0 7 1¼	0 14 11	13 7 5	2 0 2	

(Signed) B. CUNLIFFE, *Collector.*

1. The Board of Revenue do not admit the legality of the course adopted by the District authorities in this case, but as an order of Government is quoted in support of it, they resolve to submit the matter for the decision of that authority.

2. The salient points of the case are that in 1859, *for the first time* a demand for Rupees 2-0-2, claimed as Curnums' fees was made on account of a garden of which Petitioner is the occupant, and according to his own account, the real proprietor, and was included in the quit-rent Bill presented to him as representative of Murgasen Mudali, the registered proprietor of the land.

3. Petitioner paid the quit-rent, but refused to pay the fees, as being a novel and unauthorised demand, upon which refusal, a Picottah was distrained for their realisation.

No. 1,879 of 1859, dated 24th June 1859.

4. Petitioner appealed to the Board, and was directed to produce the Collector's Endorsement, which he did with a second Petition, dated 29th August 1859, on which the Collector was directed by Endorsement, dated 17th September 1859, to furnish full explanation of Petitioner's liability.

No. 3,570 of 1859, dated 18th Nov. 1859.
„ 5 of 1860, „ 3rd Jan. 1860.
„ 1,950 „ „ 17th July „

5. This is now done for the first time, after three further Petitions on the subject had been forwarded with orders to expedite the reply, and also after the distraint against which Petitioner appealed to the Board has been fully carried out by sale of the property, a portion of the land having been subsequently attached in lieu of the Picottah released as an agricultural implement.

6. This marked neglect of the Board's orders cannot be permitted to pass without notice, and Mr. Cunliffe will please to institute strict inquiry to ascertain who is responsible for this contempt of their appellate authority, and furnish a full report to the Board for their further orders.

7. In the Endorsement furnished by Mr. Shubrick to the Petitioner, and in that recorded at the head of these Proceedings, it is stated that the demand in question was assessed according to certain money rates fixed by Mr. Freese in commutation of the grain fees originally payable; that Petitioner's hitherto exemption was considered unauthorised; that the item was included in the Puttah on the strength of paragraph 25 of the general instructions published with the Extract Minutes Consultation, No. 499, Revenue Department, dated 19th April 1858, on the revision of Taluk accounts, and that the sale of the attached land was sanctioned by the Board.

8. The grounds of Petitioner's appeal are that in his case the demand is altogether a novel one, fees in kind or in money having *never* before been demanded, or paid on the land in question;

That the land itself, a garden containing a few trees, is not of the kind for which any assistance is, or indeed can be derived from the Curnums' services, and that, therefore, that Officer is not equitably entitled to claim any fee;

That quit rent being of its essence a payment in full of all demands, any such arbitrary addition to it as was made in the present instance, is unjustifiable;

That gardens held on quit rent are generally exempt from any such payment;

That the attachment was excessive;

And that the sale of the property attached, after the Board had called for a report on Petitioner's appeal against the attachment, was highly irregular.

9. These several arguments are scattered over Petitioner's numerous appeal Petitions addressed to the Board since June 1859, and the Board will proceed to pass their remarks on them, and on those of the Collector for the consideration of Government.

10. That the demand was a novel one is admitted by the Collector who states that "owners of quit-rent gardens have hitherto usually evaded the payments in *grain*, but they are as liable to it as any proprietor in the village." He also states that the "Swattantra Dittam" and "Merah Chattam" of the village are not forthcoming to show, whether the garden in question was entered as liable to the demand, or at what rate the demand should be fixed, and that that which has been made is based on an account prepared by order of Mr. Freese, for the commutation of grain fees.

11. Mr. Cunliffe's reference to Mr. Freese's account leaves the Board in doubt whether in that account any amount is entered as due from this particular garden, or whether merely the rate at which the fee has been charged was calculated on general data obtained from that account.

12. The hitherto exemption of the garden, and the absence of any village accounts to show its liability, form, however, in the Board's opinion, strong reasons against the demand, and still more against its enforcement by distraint and sale.

13 As to the statement that the item was entered in the Puttah in accordance with the instructions contained in the Manual for the revision of Taluk accounts, a reference to the paragraph itself will show that those instructions had reference to the fees formed by a deduction of a portion of the *Melvaram*, which had been left with the Ryots for payment to the village servants, together with the fee due from themselves on account of the Kudivarum; and being thus really a portion of the Government share, it is equitable to include this "Melvaram" fee in the Puttah, and to collect it, if necessary, as an arrear of revenue, although the legality of the entry in the Puttah of a condition not existing in the Muchilika may be questioned.

14. But in the case of a quit rent asssessed on a garden, there is no such deduction made from the amount due from the Ryot, and consequently the same reason does not exist for making the demand, or for including it in the Puttah as an item of the State dues. A quit rent is essentially in full of all demands on the land on account of the State, and it is to facilitate the realisation of such demands only that the summary process of distraint and sale for arrears is permitted.

15. As the emoluments of office derived from the Inam lands attached to it cannot in the present state of the Law be realised by these means, *a fortiori* those receivable in the form of fees, and which are from their nature a far less permanent source of income cannot legally be so recovered.

16. The sanction of the Board for the sale of the land, which was eventually attached in lieu of the Picottah released as an agricultural implement, was obtained by the inclusion of the item in an advertisement of lands "attached in satisfaction of arrears of land revenue due by the holder," without any explanation of the circumstances of the case. It is needless to remark that a sanction so obtained relieves the local authority from no legal responsibility whatever for his acts.

17. The irregularity is aggravated by the fact that attachment of the land was put in, and its sale effected long after the Collector had been called on by the Board for a report on the appeal against his earlier distraint.

18. On Petitioner's argument that the attachment was excessive, the Board will merely remark that had the proceeding been legal, they would not have considered that the attachment of a quarter kani of land apparently of an inferior description, was unwarranted by the amount of the arrear, but they are decidedly of opinion that the Collector's act could not be successfully defended in a Court of Law.

19. The legality of the original demand was very questionable, the order of Government quoted did not justify the inclusion of the item in a quit-rent bill; there is nothing in the Regulations to legalise the realisation of such demands by distraint and sale; and there was nothing in the Board's sanction to relieve the Collector from the responsibility for his act. Not only was the distraint carried out by sale, when an appeal against it was in the Collector's hands for report, but to clench the transaction, a certificate appears to have been issued for the land sold in the name of the purchaser.

20. This disregard of Petitioner may perhaps be declared to have arisen from the fact that the garden stands registered in the name of Murgasen Mudali though occupied by Petitioner, who also pays the quit rent, but if, as Petitioner declares, Murgasen Mudali had long before any of these occurrences took places, *sold* the garden to him, and filed in the Taluk the necessary application for its registry in *his* name, the excuse will fall to the ground.

21. On all these points the Board expect full explanation from the Collector, but this is not necessary for the disposal of the case as regards Petitioner, which the Board resolve to refer for the decision of Government, with their recommendation that the unauthorised and illegal sale of Petitioner's land be declared cancelled, and that the Collector be instructed to arrange with the purchaser for the restoration of the land on payment to him of the purchase money, and such further compensation as may be agreed to.

22. They make this recommendation with the less hesitation as no action-at-law lies against the present Collector for his predecessor's act, and Mr. Shubrick on his return to the country will himself assume the bench in that Court, in which a personal action for damages in the matter would in ordinary course be instituted.

23. An Endorsement will be passed on Petitioner's several addresses, informing him that his case has been submitted for the decision of Government.

(True Copies and Extract.)

Acting Secretary.

To J. D. Sim, Esq., Acting Secretary to Government, R. D.
Copy to B. Cunliffe, Esq., Collector of Madras.

Exd. J. Wright.

Note. The main question for Govt to decide is - the legality or illegality of the demand for Fees - The only law relating to Fees is Regn [illegible] which is limited to Fees

Le Shubrick " Has been annoyed by the State " village & other Offices - In the Carnatic [illegible] notice, no fees have ever been paid on the land and no accounts are [illegible] coming & shew that any are payable - The Collr therefore cannot plead either the law or prescriptive usage in support of his act - and it is a pity that he brought the question & issue on so weak a case - There is no just reason why this land should not pay fees, but the owner stands on his legal rights and neither the abstract justice of the demand nor the rules of the Taluq Dr annual into avail against these. The Bd. [illegible] The illegality of the Collrs proceedings seem therefore to be correct and the only course [illegible] to arrange, as well as they can, for the restoration of the land - It is possible that the purchaser may raise difficulties but the arrangement had better be left to the Bd. first merely disapproving of the sale - if they consider it illegal - & reserving for future consideration the question - who shall pay the compensation, if any be required -

There are some serious irregularities - not to use a stronger term - in the proceedings of the Revd Officer, but the Bd are called for full information and perhaps this too had best be left [illegible] them for the present at least.

J. D. S.

Pro: 20th April 1858 No 45

Revenue 1860 Departt
Govt for December No 2685
Proceedings of the Board
Revenue.

Dated 10th
Desp 21st November 1860
Recd 22nd

No 8219

Submitting for the decision of Govt an
endorsement from the Coll: of Madura on certain Petitions presented to the Bd by one Vijaya
Ragava Modali with the Bd's recommendation
that the unauthorized and illegal sale of
Petitioner's land be declared cancelled
and that the Coll: be instructed to arrange
with the purchaser for the restoration of the
land on payment to him of the purchase
money and such further compensation
as may be agreed to.

Ord: of the Govt of Mad: of 6th July 1861
No 167 6th Dep

No 21 & 22.

With an order
No 2346. 8th Dec.

C. 24th Nov. R. 28th

No 2346

1. The Government authorize the
Board of Revenue to carry out the proposal
contained in para: 21 of their Proceedings.
2. The Board will communicate for the
formation of Government the explanation
which they have properly called upon the
Collector to furnish, and orders will then
passed on the compensation which may
have to be granted to the purchaser of the land

Fort St. George
8 Dec. 1860.

J. D. L

Copies
the Board of Revenue. Desp 10