M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 745	Press Mis.
128 – 129	
Dated 9 – 5 – 1860.	

Not to be folded or roughly handled

No. 128. Read the following Petition from VENKAT RAU, one of the Cousins to the Jágírdár of Arnee.

Prays for orders to the Jágírdár of Arnee to continue to him the usual monthly allowance of 21 Pagodas, and to pay him the arrears for two years. } (Here enter 12th March 1860, No. 849.)

No. 129. ORDER THEREON, 9th May 1860, No. 745.

From the correspondence which took place in the year 1825, it appears that the Government, in directing the continuance of the Jágír of Arnee in the name of Stríniváasa Râu (the late Jágírdár), desired* the Board of Revenue to enter certain stipulations in the draft Sanad respecting allowances to be made by the Jágírdár for the support of his relatives. The Board in their reply† expressed it as their opinion that such stipulations were unnecessary. The Government, however, in returning‡ the Sanad held to their former opinion that it was "desirable, chiefly with a view of "preventing litigation in the family, that the Sanad should require the Jágírdár of Arnee to "provide a maintenance for the different members of his family, and should enable Government, "when they see fit, to interfere for the purpose of enforcing that obligation."

* 25*th February* 1825.

† 7*th April* 1825.

‡ 19*th April* 1825.

2. Paragraph 3 of the Sanad accordingly stood as follows: "You shall make a suitable "provision for the different members of your family according to established usage, and according "to the Orders of Government when they see fit to interfere." This provision was continued in the Sanad issued to the present holder of the Jágír in 1853.

3. Complaints by members of the family regarding maintenance have been made from time to time against the Jágírdár; these have been settled amicably through them ediation of the Collector generally, and on no occasion has it been yet found necessary for Government to exercise direct interference. The list of 24 individuals drawing allowances amounting to Rupees 4,506-0-0 monthly, as contained in Extract Minutes Consultation, dated 13th March 1832, No. 269, has been generally taken§ as a standard by which to regulate such claims.

§ *Vide letter from Collector of North Arcot, dated 5th December* 1849, *No* 19, *paragraph* 1, *recorded in Extract Minutes Consultation, 29th January* 1850, *No.* 98.

4. The petition above recorded is from one Arnee Venkat Ráu, who complains that the Jágírdár has stopped his allowance.

5. Petitioner's father, Stríniváasa Ráu, was in receipt of an allowance of Rupees 73-8-0 per mensem, his name standing No. 1 on the list in the Extract Minutes Consultation, dated 13th March 1832. This allowance appears to have originated in 1814, when the grandfather of the present Jágírdár agreed to pay him that amount, and to continue the same to him and heirs in perpetuity. Up to Stríniváasa Ráu's death in 1858, the sum was regularly paid. Subsequent to that event the Jágírdár reduced the allowance by one-third, assigning as a reason that it was customary to make such reductions on the occurrence of lapses. Petitioner has declined to take the reduced allowance of 14 Pagodas, and now claims the full amount of pension.

Collector's letter, 2nd December 1859, *No.* 284.

6. The Acting Collector now expresses doubt as to the permanent character of the engagement, on the ground that though the word "Nirantaram" (in perpetuity) is used in one part of it, the word "Tumasa," which he renders "to thee," occurs in another part. But if the paper submitted by the Petitioner is a faithful translation of the original, there can be no room, in the opinion of Government, for doubt as to the meaning. The granting part of that paper runs in the following terms: "I hereby bind myself to give you 619½ Pagodas as your arrears, and to allot 21 Pagodas "monthly to you, *and your heirs and successors hereafter*." There can be no doubt as to the signification of this passage; nor can it be regarded as at all qualified by the use of a more general and less precise term in another and unimportant part of the paper. But even on that

it is to be observed that "Tumasa" does not signify "to thee" as stated by Mr. Robinson, but "to you" in the plural, viz.,—signifying Petitioner's father and grandmother, in whose joint names the document is drawn. Further, judging from the translation, the word appears to be used in reference to the arrears then payable, in which connection of course it was strictly correct, and not at all opposed to the phrase above given, as "heirs and successors" had no immediate connection with arrears then payable.

7. Before passing Orders in this case, the Honorable the Governor in Council resolves to direct the Collector of North Arcot, through the Board of Revenue, in the first place to satisfy himself by an inspection of the original document that it is in the terms stated by Petitioner; and then to call upon the Jágírdár to state for the information of Government any reasons he may have to urge why the allowance should not be continued to the Petitioner according to the bond which he holds. He will be directed to submit his answer without delay, so much having already taken place in settling Petitioner's claim.

(Signed) C. G. MASTER,
Deputy Secretary to Government.

No 145
Proceedings of the Madras Government
May

Memo.

The word "Thumasa" referred to does not mean exactly "To thee" as stated by Mr Collr. because it has a plural signification, and the singular form is "Thula" ie "To thee" as in the other Dravidian languages. The plural form is not infrequently used in Marattu to single individuals also if they are men of respect. The terms referred to can consequently convey no force either to the advantage or disadvantage of the Petitioner.

The Collr. alludes in his letter only to the word "Nirantharam" as perpetuity as used in the agreement. This appears to be sufficient to show that the allowance was granted in perpetuity. If the translation of the

Government, when the

Agreement which accompanies the Petn
can be deemed upon as true, there can be
no doubt as to the original intention.
The expression was that I hereby bind
myself to give you 619 1/2 Rupees as your
arrears, and to allot 21 Rupees monthly to
you, and your heirs and successors hereafter
From the Christmas of the year Dhava.
The Petitioner may perhaps be enabled
to produce the original document pos-
sessing compared with the translation

Revenue Office
19 April 1860

R. Fergusson
Dy Secy

To The Registrar
Sadr Adawlut
Forwarded for his Memo 21st April 1860.

No 745

Proceedings of the Madras Government
Under date the 9th ~~April~~ May 1860

Read the following Petition
12 Inclds
Arrgee
against the Acting Jaghirdar } here entered No. 849 of
of Jagadeo 1860.

From the correspondence which took place in the year 1825, it appears that the Government, in directing the continuance of the Jaghir of Arulee in the name of Srinivasa Rau (the late Jaghirdar) desired the Board of Revenue to enter certain stipulations in the draft sanad. The Board in their reply expressed it as their opinion that such stipulations were unnecessary. The Government however in returning the sanad held to their former opinion that it was desirable, chiefly with a view to prevent litigation in the family, that the sanad should require the Jaghirdar to make provision for the different members of his family, and should enable Government, when they

* 25 Feby 1825

c / April 1825
respecting allowances to be made by the Jaghirdar for the support of his relatives

19 il 1825

" "
" "
" "
" "
" "
" "

"fit to interfere for the
"purpose of enforcing that
"obligation." &c

2 Para 3 of the award accordingly stood as follows. "You shall make a "suitable provision for "the different members "of your family according "to established usage, and "according to the orders "of Government when they "see fit to interfere." This provision was continued in the award* Subsequent to the issue of the present holders sanad in 1853.

3 Complaints by members of the family regarding maintenance have been made from time to time against the Jaghirdar; these have been settled amicably through the mediation of the Collector generally. And on no occasion has it been found necessary for Government to exercise direct interference. The list of 24 individuals drawing allowances amounting to Rs 4586-0-0 monthly as contained in E. M. C. dated 13 March 1832, No. 269 has been generally

+vide letter from Collector of N. Arcot dated 5th Dec.r 1849 No. 19 para 1. recorded in Ex: Mins: Cons: 29th January 1850 No. 98.

Collector's letter 2nd Dec.r 1859 No. 284.

+taken as a standard by which to regulate such claims.

4. The petition above recorded is from one Annê Venkat Rão, who complains that the jáhgirdár has stopped his allowance.

5. Petitioner's father Strí-nivása Rão was in receipt of an allowance of Rs. 73-8-0 per mensem, his name standing No. 1 on the list in the Ex: Mins: Cons: dated 13 March 1832. This allowance appears to have originated in 1814 when the grand-father of the present jáhgirdár agreed to pay him that amount, and to continue the same to him and heirs in perpetuity. Up to Strínivása Rão's death in 1858 the sum was regularly paid. Subsequent to that event the jáhgirdár reduced the allowance by one third, assigning as

as a reason that it was customary to make such reductions on the occurrence of lapses. Petitioner has declined to take the reduced allowance of 14 Pagodas and now claims the full amount of pension.

6. The Acting Collector now expresses doubt as to the permanent character of the engagement, on the ground that though the word "Nirantharam" (in perpetuity) is used in one part of it, the word "Thunnaka", which he renders "to thee", occurs in another part. But if the paper submitted by the Petitioner is a faithful translation of the original, there can be no room, in the opinion of Government, for doubt as to the meaning. The granting part of the paper runs in the following terms

"I hereby bind myself to give
"you 6 9/12 Pagodas as your
"arrears, and to allot 21 Pagodas
"monthly to you, and your
"heirs and successors hereafter."

There can be no doubt as to the signification of this passage; nor can it be regarded as at all qualified by the use of a more general and less precise term in another and unimportant part of the paper. But even on that it is to be observed that "Thunnaka" does not signify "to thee" as stated by Mr. Robinson, but "to you," in the plural, viz signifying Petitioner's father and grandmother, in whose joint names the document is drawn. Further, judging from the translation, the word appears to be used in reference to the arrears then payable, in which connection of course it was strictly correct

correct, and not at all op-
-posed to the phrase above
given, as "heirs and successors"
had no immediate connection
with arrears then payable.

7. Before passing orders
in this case, the Honorable
the Governor in Council re-
-solves to direct the Col-
-lector of North Arcot through
the Board of Revenue, in the
first place to satisfy him-
-self by an inspection of
the original document that
it is in the terms stated
by Petitioner, and then to
call upon the Jahgirdár
to state for the information of
Government any reasons he
may have to urge why the
allowance should not be
continued to the Petitioner ac-
-cording to the bond which he holds.
He will be directed to
submit his answer with-
-out delay so much as

having

having already taken
place in settling Petition-
-er's claim.

4/60

11 Copies
To The Board of Revenue with Orig. Dft. of Proto
Disp. 16
1 Copy Sent Cap. Read

22-12-17

99/A
99A-10
7/8/861
6/10/09

195-Jgr

Revenue 1860 Departt.

Pro: of Govt. 10th May

No. 745.

Pro: of the Madras Govt.

Dy. May 160.

Further Pro: 7th July 160 Nos. 73-74

From Bd. of Rev. 9th November 60

Cy. 2637.

Collector of North arcot to call upon the Jagirdar of arnee to state the reasons for not continuing the allowance to Venkat Ram according to the Bond he holds.

No 128 & 129.

3 April 826