M.R.O. 14—10,000—21-4-22

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. Press / Mis.

Dated August 1860.

Not to be folded or roughly handled

No. 1489.

Extract from the Proceedings of the Board of Revenue, dated 27th April 1858.

In Con. 27th April 1858.

Read letter from the Collector of Tinnevelly, dated 6th February 1858.

(Here enter No. 58.)

In this letter the Collector reports on two Petitions presented by the Shivagherry Zemindar, praying,

I. That the Peshcush on his property may be reduced from 56,000 to Rupees 42,000 per annum.

II. That Rupees 9,200, the assessment of 20 villages included in his sunnud, but not in his possession, may be deducted from his Peshcush.

Paras. 6 to 10.

2. The Collector considers that the first request is well founded. The Zemindary, in his opinion, was greatly over-assessed, from being calculated on unduly high rates of commutation. Mr. Blackburne (24th January† 1833) stated, that the commutation rate was 18 fanams or Rs. 3-13-1 per seed Cottah,* and on the‡ 23d September 1834, Mr. Eden stated that they varied from 3 to 4½ Rupees per Cottah of grain. Mr. Silver states that no account is now forthcoming, to shew on what data these high rates were calculated. The actual rates during the period, the estate was under management, or from Fusly 1237 to Fusly 1241, were, according to Mr. Eden, from 1¾ to 3¼ Rupees per Cottah.

† In Con. 4th Feb. 1833.

* 168 seers of 82 Rs. weight of grain each.

‡ In Con. 9th Oct. 1834.

Para. 7.

3. This no doubt led to an undue enhancement of the Peshcush, so far as this single element in the calculation of assets was concerned; but other considerations must not be overlooked. Prices are said universally to have fallen of late years, and if this circumstance alone is to be regarded, the Peshcush of every estate would now, or at some future period, call for re-adjustment. The permanent settlement was founded on the expectation that a fixed assessment would lead the Proprietors to improve their estates, and the waste land in each was surrendered with this object. Before, therefore, any claim like the present can be admitted, it is necessary to ascertain whether the Shivagherry estate was improveable in a degree sufficient to counterbalance any errors in the original assessment, and whether the Proprietor's management has been reasonably judicious and enterprising.

From Tinnevelly 18th Dec. 1828, in con. 3d Jan. 1829.
Paras. 5 and 6.
Do. do. 7th in con. 16th Jan. 1832.
Para. 18.

4. Referring to the correspondence in 1827, when the estate came under attachment for arrears, the Board find both Mr. Drury and Mr. Eden alleging, as the primary causes of the default, the injury sustained by the works of irrigation in their neglected state from a violent storm in 1826, the extravagance of the Zemindar's husband and her own inexperience, and owing to her sex incapacity for business. Mr. Drury, who advocated the sale of the property, shewed that the Curnums' accounts were not to be relied on, and that much land bearing high rates of assessment, was held on easy rents granted by the Zemindar.

From Tinnevelly 24th Jan. in con. 4th Feb. 1833.

5. Mr. Eden in 1833 assigned the same reasons for the failure of the Zemindar to make good the Peshcush.

6. The estate remained under management till 1835, and from various causes, chiefly the continued neglect of the works of irrigation, the arrears rose to the large sum of about 2,22,000 Rupees, principal and interest, up to 31st August 1834.

From Tinnevelly 23d Sep. in con. 9th Oct. 1834.
Do. 7th in con. 20th April 1835.
To Government 20th do.
From do. 1st in con. 7th May 1835, No. 464, R. D.

7. In 1835 the estate was made over to the Zemindar under an arrangement whereby the current Peshcush was to be liquidated, and the arrears up to 1832 paid in 12 annual instalments of Rupees 9,431, independent of an immediate payment of Rupees 16,167 and Rupees 16,390, the balance of kists for Fusly 1243 A. D. 1833-34. The remainder of the arrear not provided for in this arrangement, was about Rupees 76,500 interest on the arrears.

From Collr. 17th Oct. in con. 19th Nov. 1840.

Board's Proceedings 4th April 1836.

8. Six years later the Collector, Mr. Bishop, reported that these terms had been faithfully adhered to, and Rupees 63,000 altogether paid on account of the arrears. The Zemindary had meanwhile passed to the Zemindar's son, her husband being allowed to man-

age it, as he had previously done, during her life. Of the management of the estate and the character of the new Proprietor Mr. Bishop wrote in very high terms, and recommended the remission of the balance due on the property, which indulgence was ultimately sanctioned by Government and the Honorable Court of Directors.

Despatch No. 27, 24th Augt. 1842.
in from Govt. 6th in con. 22d Dec. 1842.

9. Hence it is seen that during 6 years of judicious and careful management, the estate not only paid its Peshcush, but also a large amount of arrears and was then restored to the Proprietor free from encumbrance.

In Con 20th April 1835.

10. The capabilities of the estate are carefully discussed in Mr. Eden's letter dated 7th April 1835, in which he came to the conclusion that the Zemindar's receipts would at least amount to Rupees 71,000 or about 15,000 more than the Peshcush.

* From Coll. 8th Oct. 1855, in Con. 10th July 1856.
Do. 30th July do. do. 30th Sep. do.
Do. 17th in Con. 28th Nov. 1856.

11. The Collector does not give his opinion on Petitioner's management, but the correspondence* on the Board's records shews that he is extremely unpopular among his ryots and deeply involved. The estimates for repairs of Public Works in the Zemindary amounting to Rupees 58,943, and the remarks of the Surveyor on the condition of many of the tanks, &c., afford ample proof that the Zemindar has neglected the works of Irrigation, on which the prosperity of the estate mainly depends.

From Coll. 11th Aug. in Con. 23d Nov. 1857.

12. In a recent letter reporting on another claim of the Zemindar to remission, the Collector shewed that out of seed Cottahs 4303 of arable Nunjah land only one third or 1494 were cultivated and that out of 12,979 chains of arable Poonjah, 8253 were cultivated and 4726 waste. The Collector also calculated, the increase of revenue obtainable from these sources at Rupees 64,979. This calculation was based on the average rates of Fusly 1265, but allowing for a reduction of these, there are evidently sufficient resources to enable the Proprietor to pay his Peshcush and realize a reasonable surplus.

13. The abstract No. 1 in para. 10 of the Collector's letter shews the average Beriz of the estate while under attachment to have been Rupees 55,000; but the three Fuslies 1238-9 and 40 when the Circar management was admitted to have been lax and inefficient are included in the series. During the last 3 years of attachment Fuslies 1263 to 1265, the average Beriz was 65,180 Rupees.

14. Under these circumstances the Board are unable to admit the justice of Petitioner's claim to a reduction of Peshcush, as there seems good reason to suppose that by conciliating conduct towards his ryots—by good management, and especially by the repair and maintenance of the works of irrigation, the estate may be made a profitable one. They have indubitable proof that the Wet cultivation has greatly fallen off since the Permanent Settlement, and that the works of irrigation have been greatly neglected, and with these facts before them they are unable to propose that Government should make any further concession to the Proprietor.

	Nunjah Seed Cottahs.
At Permanent Settlement	3,160.
Maximum in Fusly 1239.....	2,099.
	1,061.

15. As regards the Petitioner's second claim, the Board concur with the Acting Collector that he has failed to substantiate it. His Agent admits that the villages were severed from the estate prior to the issue of the Permanent Sunnud, and the fact that many years were allowed to pass without revival of the claim renders the case suspicious. Still 19 of the villages are entered in the Sunnud, and if it can be established that their revenues were really included in the assets on which the Peshcush was fixed, the Board would not attach importance to the plea of lapse of time, but would propose to Government that compensation should be awarded to the Proprietor.

16. The entry of the villages in the Sunnud cannot in this case be held proof of the inclusion of the villages in the assets for the reason that it is not the original document. The latter was damaged, and as no copy of it was in existence, a fresh sunnud was prepared from the Cabooleat and furnished to the Zemindar in 1841. The propriety of granting a fresh Sunnud was questioned by Government, but on further explanation the objection was withdrawn. The Acting Collector however on this occasion pointed out that there were "numerous boundary disputes which might be materially affected by the adoption of such a measure" as issuing a fresh Sunnud.

To Government 3d September 1840.
From do. 23d in con. 29th Oct. 1840, No. 1171, R. D.
To do. 5th August 1841.
From do. 24th Sept. in con. 11th Oct 1841, No. 1207, R. D.
From Coll. 15th July in con 5th August 1841.

17. It is quite possible therefore that the 19 villages were erroneously entered in the second Sunnud and this would account for the claim not being urged from (at the latest) 1807, until very recently, although intermediately, claims to other lands were preferred and agitated.

18. These circumstances render the claim extremely questionable, but it is for the Zemindar to prove by satisfactory evidence that it is well founded. If he can succeed in doing this, the Collector will again bring the matter under consideration.

Ordered that the following Endorsement be passed on Petition No. 256 of 1857.

"Petitioner is referred to the Acting Collector who will communicate to him the decision of the Board in regard to his claims."

(A true Extract.)

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

To
D. MAYNE, Esq., *Acting Collector of Tinnevelly.*
M. S. Copy to Petitioner.

No. 1308.

From

J. D. SIM, Esq., Secretary to the Board of Revenue.

To

T. J. KNOX, Esq., Officiating Collector of Salem.

SIR,

From the Collector of Salem, dated 20th August 1858, No. 119, reports upon Petition No. 2270 of 1856, and submits a Report from the Sub Collector.

I am directed by the Board of Revenue to request that you will furnish them with a copy of the letter quoted in the margin, which appears to have been received from you but is not forthcoming on their records. You will also state whether any further correspondence has passed between you and the Board on the subject of this letter; and, if not, whether you require any Orders upon it now.

REVENUE BOARD OFFICE,
Fort St. George,
14th March 1860.

I have the honor to be,
Sir,
Your most obedient servant,
(Signed) J. D. SIM,
Secretary.

Exd. J. Wright.

Cp 184/6

My dear Sir

With reference to your letter of this day's date, I am directed by Vinda Chary esq to inform you that great falling off in the extent of Cotton & Indigo cultivation in the Kistnah District is owing, as stated by the Collector, to the failure of rain. We have taken those figures as given in the Collector's statement. We are unable to give any better information than this

I am
Yours Obedt
C Kely secy

IN CON., 1ST JUNE 1860, No. 2,567.

From Colonel J. C. BOULDERSON, Commissioner of Police,
dated Madras, 31st May 1860, No. 114.

I have the honor to forward for submission to the Members of the Revenue Board, copies of the usual Licences granted to Toddy, Putta, Arrack, Boojah and Chandoo Shopkeepers, and to Tavern and Hotel-keepers, in each of which I have introduced the additional condition to which the Government in their Order, under date 21st instant, [illegible] request you will let me know as early as convenient, whether the alteration meets their approval.

ENC. 1.

ABSTRACT.—Licence issued for Toddy, Putta, Arrack, Boojah and Chandoo Shops.

ENC. 2.

ABSTRACT.—Licence issued for Tavern and Hotels.

Exd J. Wright.

In Con. 19th June 1860, No. 2,942.

From Colonel J. C. BOULDERSON, Commissioner of Police,
dated Madras, 18th June 1860.

With reference to the Proceedings of the Board of Revenue, of date 11th instant, I have the honor to inform you that I do not object to enter in the licences granted by the Commissioner of Police, to retail dealers in Putta Arrack and Toddy, and to those who retail Colombo Arrack the same hours for closing their shops as is adopted by the Collector of Madras, viz.

2. For the former, which are frequented by the lower orders of the inhabitants of this town, 10 P. M.; and for the latter, to which people in better circumstances commonly resort, late in the evening, after business hours, 12 P. M.

Exd. T. Dunn.

No. 2,750.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 11th June 1860.

Read the following letter from B. CUNLIFFE, Esq., Collector of Madras, to J. D. SIM, Esq., Secretary to the Board of Revenue, Fort Saint George; dated Ennur, 30th May 1860, No. 166:—

As directed by the Board in their Orders of the 21st instant, No. 815, I have re-considered the question of the closing hour for Colombo and Putta Arrack Shops, and am not prepared to recommend any change in the present practice.

2. These hours have continued the same since the taking of the Madras Abkari under direct management in 1830, and have never, I believe, been objected to by the Police authorities. For what reason there was a difference fixed in the closing of the two classes of Shop we cannot now learn. Some say it was occasioned by the increased cost to the dealer of the Colombo Arrack; but this was made up by the larger price obtained for it.

3. Certain, however, it is that the best business is done in both Shops after 8 P. M. Our "upper ten thousand" take their liquor after night fall, as they wish to keep this practice from the knowledge of their acquaintance, and as they are of the more respectable classes, very little drunkenness is the result: this vice being exhibited among the lower orders who frequent the Toddy Shops, which close at 10 P. M.

4. The Native festivals, moreover, do not generally commence before 10 P. M.

5. The Government can of course close both Shops alike and both at earlier hours; but it has been calculated that if the Colombo Shops are shut at 10 P. M., a loss of half a lac of Rupees will ensue, and about as much if the Putta and Toddy Shops are closed two hours earlier.

6. If the public peace has not, as I believe, been disturbed by the existing practice, I would advise its continuance.

The Board resolve to communicate the above letter to the Commissioner of Police, and to request that he will inform them whether the practice of keeping the Shops open as at present, has any appreciable effect, or materially increases drunkenness and crime in Madras.

(A true Copy and Extract.)

(Signed) J. D. SIM,
Secretary.

To Colonel J. C. Boulderson, Commissioner of Police.

Copy to B. Cunliffe, Esq., Collector of Madras.

Exd. J. Wright.

Extract from the Proceedings of the Sudder Court under date the 4th July 1860.

Read Miscellaneous Petition presented on the 5th March 1860 by S. Teroomalacharri Pleader on behalf of Narainah Apparow Bahadur Zemindar Appellant in A.S. No. 129 of 1859 of Sudder Court.

(Here enter S. M. P. No. 89 of 1860.

1. The Petitioner states that he assigned on a lease to the (Plff) Respondent a certain Village for 10 years in discharge of his previous debts and that the assignment was cancelled by the Government in the early part of the 8th Year, when a portion of his Zemindary was sold for arrears but the Government have since cancelled the sale he prays that the Plff (Respondent) may be allowed possession of the said Village for the remaining term of the lease and to dismiss the suit with Costs.

2. The Sudder Court see no reason to comply with the Petitioner's request and accordingly reject his petition.

3 The 1st Respondent having objected all his Costs are to be paid by the Petitioner.

Rs 148-14-8.

P 1891/6