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M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2208 Press / ~~Mis.~~

240-241

Dated 23 - 11 - 1861.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 23rd November 1861.

No. 240. Read the following Proceedings of the Board of Revenue, dated 9th October 1861, No. 5,495 :—

Read the following letter from P. GRANT, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Chepauk, dated Calicut, 10th September 1861, No. 204.

SIR,

1. With reference to the Board's Proceedings, dated 2nd instant, I have the honor to state that the Forest land mortgaged to Government by Moorty Shungaren Numbudripad is portion of that on which the Conolly Teak plantations are now being raised.

No. 4,957.

Extract Mins. of Cons. dated 6th October 1840, No. 751.
To Government, dated 19th October 1840.
Do. do. dated 11th December ,,
From Government, dated 19th December 1840, No. 1,411.
To Board of Revenue, 12th June 1841, No. 48.
From do. dated 29th September 1841.

2. In the margin are given the dates of the correspondence bearing on the subject.

3. A translation of the agreement called for is herewith submitted.

The Paneyam Olla Kárnom (Mortgage Deed) executed by Kirángáda Múrti Shangaran Numbúdripád of Vulapula Déshom and Amshom Nedinganád Táluq in Malabar, to the Honorable Company.

Whereas I have made over to the Sirkar by this Deed of Mortgage the Hill ranges, Pathies, and Lands, and Parambas, the Jenm property of my Dévasom or Pagoda, called the "Trikalúr Dévasóm" situated in the Ernád Táluq for and in consideration of the sum of 8,000 Rupees, viz., Rupees 1,000 as mortgage money, and Rupees 7,000 as an advance on account of Kutti Kanom payable for the Teak, Blackwood, Cedar and Poon Timber, that Government may fell from the said Forests.

Subjoined are the conditions under which the agreement is to be fulfilled.

Táluq, Amshom.	Names of Hills, Lands and Parambas.	Boundaries of the Hills.			
		On the East by	South	West	North
Nilambúr (Amshom.) Ernad (Táluq.)	1 Valuvashéri Manad.....	Muti-Kadavu....	Karimpula...	Cháliár-pula.....	Cháliár-pula.
	2 Palaya Valurashéri Manu.....				
	3 Panayangóte Manu.....	Mudiri-tóde, and Kurundote Manu, which is the jenmum of Trikalúr Dévasom (Pagoda)	As far as the southern extremity of Pallikát and Kalla-mala.	Veliantóde.... ...	Cháliár-pula.
	4 Aruvakóde Manu and Aviavilikávu.	Paramba (Garden) belonging to the Trikalúr Dévasom (Pagoda) in which Tien Vallikát Unikutti lives and Mámbrapoilu.	Vengam-pallimanail the jenmum property of Trikalúr Dévasom (Pagoda).	Angle of Mádapula.	Cháliár-pula.
	5 Rámalúr-madommanu and Elanjéri-manu.	Paddy land called Kunatachálu the jenmum of Trikalúr Dévasom (Pagoda).	Cháliár-pula... ...	Kurumampula ...	Paddy lands called Madatile and Elanjéri-pádom, the jenmum property of Trikalúr Dévasom (Pagoda).
	6 Muriat-mala	Karian padom. .	Pándi-pula... ...	The western slope of the Udum poil paramba and Palámpula mala, the jenmum of Trikalúr Dévasom (Pagoda).	Kudu-kenmala belonging to Baggnát Nayar.
	7 Valia Karien-mala ...				
	8 Cheria Karien mala, ...				
	9 Jemakáren-mala ...				
	10 Kalisheri-mala				
	11 Chèria-kunu-mala ...				
	12 Karimbái-mala				
	13 Udumpoil-mala ...				
	14 Kala-kunu-mala				
Nilambúr (Amshom.) Ernad (Táluq.)	15 Pokóte-ambala-kunu ...	Angle of the river called Adiyan.	Puvádi-tóde and Manil pádom the jenmum of Trikalúr Dévasom (Pagoda).	Naduchira dam belonging to Vadake peru munda nilon the jenmum of Manjéri Tirumal pad.	The southern slope of the Pukote mala, the jenmum of Trikalúr Dévasom (Pagoda).
	16 Hill on the southern side of Pokóte-pádom.				
	17 Tanil-poil-kala-mala. ...				
	18 Hill on the northern side of Tanil-poil-nilom				
	19 Puvádi-manu				
	20 Paniángote-mala ...				
Ernad (Táluq.)	21 Kanakút-mala	Iyatóde.	As far as the southern boundary of Chúrákóte mlaa, the jenmum of Trikalúr Dévasom (Pagoda).	The eastern slope of Chorien párra mala.	The southern slope of Perambatúr mala, the jenmum of Naduvat Nambúdri.
	22 Kala-mala				
	23 Aldai-mala				
	24 Perumbutúr-teke-mala.				
	25 Chúra-kóte-teké-mala...				
	26 Aldi-kilaké-mala... ...				
	27 Netiát-manu				
	28 Iyatóde-manu				
	29 Chúrakóde-manu ...				
	30 Ilaven-pádom-mala and Mutapen-mala ...	Cháliár-pula. ...	Kotti kalu manu the jenmum of Trikalúr Dévasom (Pagoda).	The eastern slope of veli mutam mala.	The southern slope of Mutapen mala, the jenmum of Trikalúr Dévasom (Pagoda).
	31 Tekum-pádom-manu ...				
	32 Level ground on the east of Kodéri-panikóte-pádom				
	33 Cherupukute-mala ...				
	34 Kala-mala				
	35 Koratí-mala				

Táluq, Amshom.	Names of Hills, Lands and Parambas.	Boundaries of the Hills.			
		On the East by	South	West	North
Mambát (Amshom.)	36 Edakóte-mala	Kurumámpula .	Cháliár-pula... ...	Mundayntóde .	Tree called Nayádi Maruda and ánamaripen-mala, the jenmum of Trikalúr Dévasom (Pagoda).
	37 Kariáten-kunu-mala and Patambára-mala.				
	38 Ati-manu-mala				
	39 Ati-manu-pathi				
	40 Amaara-pulam kilake manu				
Ernad (Táluq.)	41 Perumbádom-mala Velachi-váli-mala and Mutapen Koli-mala.	Ditto.	Nayádimarudá .	Eastern slope of the Malayadipadinár-mala, the jenmum of the Trikalúr Dévasom (Pagoda).	Southern slope of the vitikanjéri-mala.
	42 Malayadi-mala				
Urangatiri (Amshom.) Ernad (Táluq.)	43 Arimbra-kuta-mala ...	Koipra-mala, the jenmum of Trikalúr Dévasom (Pagod).	Tani-kui paramba, the jenmum of Trikalúr Dévasom (Pagoda).	Mailam-pata kunu, the jenmum of Trikalúr Dévasom (Pagoda).	Kalikel-mala, the jenmum of Trikalúr Dévasom (Pagoda).
Manashéri (Amshom.)	44 Mangalashéri-paramba .	Truvalini-pula .	The northern boundary of Koiporath Paramba, the jenmum of Trikalúr Dévasom (Pagoda).	Slope of the Chéna-kunu, the jenmum of Trikalúr Dévasom (Pagoda).	Pulakandi paramba, the jenmum of Trikalúr Dévasom (Pagoda).
	45 Valia-todi-paramba ...				
	46 Manárakel-poilu... ...				
	47 Vadake-poilu				
	48 Manán-kandi-paramba .				
	49 Chitárikel-paramba ...	Lane.....	Truvalini-pula. ...	Lane.....	Putalatha poilu nilom, the jenmum of Trikalúr Dévasom (Pagoda).

The waste and cultivated lands as well as the nursery lands within the boundaries specified above, viz., Nos. 1 and 2, sowing 300 parrahs of seed, No. 3,200 and odd, Nos. 6 to 14 300, 15 to 20 700, No. 21 to 28 500, No. 36 to 40 300 and odd, Nos. 41 and 42, 80 parrahs as well as the Rámalur Madom (house), and the buildings appertaining thereto, standing in No. 5 are not included in the above transfer to the Sirkar. With the exception of these the rest of the hill ranges, lands and gardens, are hereby declared to be included in the mortgage, and Kutti Kanom right, hereby transferred to the Sirkar on condition—

(1.) That I am not to pay interest on the sum of Rupees 1,000, the mortgage money, nor on Rupees 7,000, which I have received as an advance on account of Kutti Kanom.

(2.) That the Sirkar in cutting trees out of the 17,400 Teak trees above 3 borrels thick, ascertained to exist in the said Forests as per account taken by the Sirkar, as well as the Blackwood, Cedar and Poon trees, within the boundary above specified, but which are not included in the said account, are to pay me Kutti Kanom or stump fee at the rate of one Rupee per tree. Therefore the amount of Kutti Kanom payable for the above description of trees, which may be felled every year is to be deducted from the sum of 7,000 Rupees, which I have received in advance on that account, and receipts for the same furnished to me from time to time.

(3.) That when the Sirkar shall have felled trees, the aggregate Kutti Kanom on which shall have covered the amount now advanced to me on that account, they are to pay me from time to time Kutti Kanom for all additional trees that they may cut, at the rate above mentioned, viz, one Rupee for every tree.

(4.) That the Government alone having the right to cause trees to be felled from the above mentioned Forests, neither I, nor my people will cut trees or cause them to be cut therefrom, but in the event of any timber being required for the repair, &c., of the Trikalúr Pagoda, I will notify the number wanted to the Sirkar, in which case I am to be allowed to cut the required trees. I will not, however, apply for more than 100 trees once in every 20 years, nor is the Sirkar bound to grant me more if I should demand them.

(5.) That as there are large tracts of unplanted ground within the precincts of the above mentioned Forests fit to be planted with Teak and other trees, and as my means do not admit of my incurring the expenses attending the planting of such extensive tracts, and as by the Sirkar's planting such tracts I shall be benefited hereafter without incurring any expense or labor, I willingly give my consent to the Sirkar to plant such waste grounds with Teak and other trees (save on the plots of land Nos. 44 to 49), and considering the expense and labor which the Sirkar will have to incur in such an undertaking, as also the circumstance of their allowing me the mortgage money, viz., Rupees 1,000 without interest, I agree to receive a Kutti Kanom at the rate of half a Rupee per tree upon the saplings now existing over and above the 17,400 trees alluded to in paragraph 2, as well as upon the trees which the Sirkar may hereafter plant, when they on becoming fit for cutting shall be cut and removed by the Sirkar.

(6.) That if the Sirkar shall have occasion to cut for their use Junglewood, Bamboos, &c., from the above Forests they are to allow me my right according to the usage of the country.

(7.) That the Sirkar will not prevent my collecting Cardamom, Honey, Bees-wax and other hill produce of the aforesaid Forests including Elephant tusks, as also that they will not prevent my digging pits for capturing Elephants, and washing for gold. No Elephant pits will, however, be dug at such spots as may prove injurious to the growth of the trees now standing or to those that may hereafter be planted, nor will any pits be dug on the road, through which timber is to be dragged. In short I will not cause more than 45 pits to be dug throughout the whole Forest. In gathering hill produce, and in taking up and conducting away entrapped Elephants, no injury shall be done to the Teak trees. If any be occasioned, I bind myself to make good to the Sirkar any such loss or damage.

(8.) That I consent to the Sirkar employing my Panyars, or any other description of Adyers dwelling in the aforesaid Forests, in any work for which their services may be required paying them the customary hire.

(9.) That I allow Government (if they find it necessary) to make roads through any of the said hills for the purpose of conveying Timber felled from them.

(10.) I hereby declare that Mangalashéri Umáma Umá, holds a mortgage claim of 820 fanams on the Parambas Nos. 44 to 47 in the above mentioned Forests in virtue of a Deed executed after an adjustment of accounts on the 16th *Vreschégom* 1016 (30th November 1840) and that Elambulashéri Itháya Umá, holds a mortgage claim of 400 fanams, on the Paramba No. 49, but neither of them have any right whatever to the Teak trees growing on them. Furthermore, I declare that neither the said Trees nor the other Forests or Lands have been assigned by me to any one on Kutti Kanom or on any other tenure conveying a right to cut trees nor has any person whatever any right or title thereto. That the same having now been made over to Government by this Deed on mortgage and Kutti Kanom tenures, I further bind myself that they will not in future be given to any other person in any shape whatever. Should I act to the contrary, and thereby give rise to disputes, I agree to settle the same myself.

(11.) As the Sirkar propose planting at their own expense new trees in place of those they cut in the said Forests, and as it would not be reasonable for me that I should demand to have them back at a time when the trees shall have attained an improved state, I shall not as long as the Sirkar may wish to retain possession, tender the mortgage money and demand the surrender of the Forests. But at the expiration of every 30 years, the Sirkar are, in acknowledgment of my Jenm right of the property attached to the Trikalúr Dévasom, to renew this bond, and pay me 20 per cent. on the amount of the mortgage money, as the renewal fee. If the Sirkar shall ever have no further occasion for the said Forests, I consent to their transferring their right as per this Karar or agreement to whomsover they please upon the receipt of the mortgage money of Rupees 1,000, together with any balance that may be due them on account of the Kutti Kanom advance. But in the event of my being at the time desirous of paying such money myself and taking back my property, I shall represent the same to the Sirkar when they should give it to me in preference to others. In that case all expenses which the Sirkar may have incurred in planting the Forests with Teak trees or in preparing the ground to be planted, must be borne by them instead of my being called upon to pay the same.

(12.) Should any dispute or difficulty arise in respect to the aforesaid Forests or the trees thereon now assigned by me to Government, I agree to settle the same myself. Failing which I will make good the balance (out of the Rupees 8,000 received from Government) that may be due at the time, and receive back this Deed. Should I fail in so doing the Government are at liberty to realize the amount due to them by the sale of property belonging to the aforesaid Dévasom or my own private property without having recourse to Courts of justice.

In witness whereof I have of my own accord, and in presence of the undersigned four witnesses hereunto, set my hand this 27th day of Vreschégom 1016 or 10th December 1840.

Signature and Seal of Múrti Shangaram Nambúdripád.

(Signed) H. V. CONOLLY,
Acting Principal Collector.

WITNESSES.

1. Cheruvakát Vishnu Nambudri of Panikót Déshom and Amshom.
2. Tenjeri Ráman Nair ditto ditto.
3. Chinaden Uni Markar of Ariacode Nagarom.
4. Káku Parambatha Moidin ditto ditto.

HEIRS.

1. Ashta Múrti Nambúdripád.
2. Nilakandan ditto.
3. Narainan ditto.
4. His son, Narainan ditto.
5. Ditto Vásu Deven ditto.

FEMALES.

6. Shri Dévi-antherjenam.

7. Parvadi ditto.

ATTESTING WITNESSES.

1. Menakát Ráman Menon of Velambúr Deshom and Amshom, Nedinganád Táluq.

2. Párakat Uniri Nayar of ditto ditto.

MEMORANDUM.

I hereby declare that the aforesaid heirs and witnesses have affixed their Signatures to this, in my presence this 22nd *Vreschégom* 1017 (5th December 1840).

Signature of Shangara Naráina Ayen Sarishtadar.

(True Copy.)

(Signed) P. GRANT, *Collector.*

In Cons. 30th August 1861, No. 5,523.

1. Ordered that the above letter be submitted to Government, with reference to their Proceedings, dated 29th August 1861, No. 1,737, Revenue Department.

2. The translation of the Mortgage Deed shows that Government bound themselves to pay to the Numbudripad seignorage (Kutti Kanom) at the rate of one Rupee for every Teak, Blackwood, Cedar and Poon tree they might fell out of those standing full grown in the forest at the date of execution, and at half a Rupee for saplings of the same classes which might hereafter come to maturity, and for trees which they themselves might plant.

3. They were also to pay "according to the usage of the country" for Junglewood, Bamboos, &c., which they might "have occasion to cut for their use."

4. The question to be decided is, whether this last condition of the deed permits them to grant licenses to private individuals to cut Junglewood, Bamboos, &c., and to collect for their own benefit such rate of "Kutti Kanom" as the state of the timber market may enable them to levy, or whether the Numbudripad has the right to the seignorage in such cases, and if so, whether his offer to accept one-half only of the amount collected, and to leave the other half to Government shall be accepted.

5. The Deed is loosely worded, but the Board do not think it can have been intended that the Forest owner should have the right to demand what he pleased for trees which Government might cut and *sell*, though such an operation could scarcely be called cutting "for their use."

6. At the same time it does not seem likely to have been intended that Government should transfer to private individuals the right to fell junglewood assigned to them, and to make what profit they pleased out of the transaction, for Clause 2 of the Deed provides that they shall not be able to transfer their entire rights under the mortgage without first giving the mortgager the opportunity of redeeming it, while if their right to maintain the previous practise of sub-letting a portion of their felling privileges is to be upheld, it is obvious that they would have nothing to gain by transferring the mortgage. They could at pleasure realize all the advantages derivable from the mortgage in regard to junglewood, &c., without paying the owner of the forest any portion of their receipts or at least only such limited "Kutti Kanom" as the usage of the country may assign to him.

7. Under these circumstances the Board consider the Numbudripad's offer to leave to Government a moiety of their receipts from sub-letting to be a fair and reasonable one, and recommend that the Collector be authorized to accept it.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, *Secretary.*

No. 241. ORDER THEREON, 23rd November 1861, No. 2,208.

1. The Government concur with the Board of Revenue, and authorize the Collector to accept the Numbudripad's offer.

2. They also sanction the payment by the Collector of the sum of Rupees (1,109-12-0) one thousand one hundred and nine and Annas twelve, referred to in paragraph 8 of Mr. Grant's letter of 7th August last, No. 78.

(Signed) C. G. MASTER,

Deputy Secretary to Government.

No. 5,495.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 9th October 1861.

Read the following letter from P. GRANT, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Chepauk, dated Calicut, 10th September 1861, No. 204:—

No 4,957.

1. With reference to the Board's Proceedings, dated 2nd instant, I have the honor to state that the Forest land mortgaged to Government by Moorty Shungaren Nambudripad is portion of that on which the Conolly Teak plantations are now being raised.

Extract Mins. of Cons., dated 6th October 1840, No. 751.
To Government, dated 19th October 1840.
Do. do. dated 11th December ,,
From Government, dated 19th December 1840, No. 1,411.
To Board of Revenue, 12th June 1841, No. 48.
From do. dated 20th September 1841.

2. In the margin are given the dates of the correspondence bearing on the subject.

3. A translation of the agreement called for is herewith submitted.

ENCLOSURE No. 1.

ABSTRACT.—Copy of an agreement executed by Kirangada Moorti Shangaren Numbudripad of Valapula Deshom and Amshom Nediganad Taluk in Malabar to the Honorable Company.

In Cons. 30th August 1861, No. 5,523.

1. Ordered that the above letter be submitted to Government, with reference to their Proceedings, dated 29th August 1861, No. 1,737, Revenue Department.

2. The translation of the mortgage deed shows that Government bound themselves to pay to the Numbudripad seignorage (Kutti Kanom) at the rate of one Rupee for every Teak, Blackwood, Cedar and Poon tree they might fell out of those standing full grown in the forest at the date of execution, and at half a Rupee for saplings of the same classes which might hereafter come to maturity, and for trees which they themselves might plant.

3. They were also to pay "according to the usage of the country" for Junglewood, Bamboos, &c., which they might "have occasion to cut for their use."

4. The question to be decided is whether this last condition of the deed permits them to grant licenses to private individuals to cut Junglewood, Bamboos, &c., and to collect for their own benefit such rate of "Kutti Kanom" as the state of the timber market may enable them to levy, or whether the Numbudripad has the right to the seignorage in such cases, and if so whether his offer to accept one half only of the amount collected, and to leave the other half to Government shall be accepted.

5. The Deed is loosely worded, but the Board do not think it can have been intended that the Forest owner should have the right to demand what he pleased for trees which Government might cut and *sell*, though such an operation could scarcely be called cutting "for their use."

6. At the same time it does not seem likely to have been intended that Government should transfer to private individuals the right to fell junglewood assigned to them, and to make what profit they pleased out of the transaction, for Clause 2 of the Deed provides that they shall not be able to transfer their entire rights under the mortgage without first giving the mortgager the opportunity of redeeming it, while if their right to maintain the previous practise of sub-letting a portion of their felling privileges is to be upheld, it is obvious that they would have nothing to gain by transferring the mortgage. They could at pleasure realize all the advantages derivable from the mortgage in regard to junglewood, &c., without paying the owner of the forest any portion of their receipts or at least only such limited "Kutti Kanom" as the usage of the country may assign to him.

7. Under these circumstances the Board consider the Numbudripad's offer to leave to Government a moiety of their receipts from sub-letting to be a fair and reasonable one, and recommend that the Collector be authorized to accept it.

(A true Copy and Extract.)

W. Hudleston
Secretary.

To J. D Sim, Esq., Secretary to Government, R. D.

Copy to P. Grant, Esq., Collector of Malabar.

J. Wright

Pro. 6th October 1840 No. 21624
" 11th December " " 21-22
29th August 1861 " 414-415
Copy in a Letter to England
Dated 23rd February 1864 No. 12
24-8-96

3-7-11
30-10-15

No. 240 & 241.

C. to Govt Rep.

Rev 1861 Department
Pro. of Govt for November.

No: 2483

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 9th October 1861.
Despatched. 19 Do.
Received. 19 Do
Ex. Genl Returned 12th Decr 61.

No. 5,495.

Submitting a letter from the Collector of Malabar reporting on the land mortgaged to Government by Numbadripad, and recommending that his offer, to leave to them a moiety of their receipts from subletting be accepted.

Read the
Appellate
Order
Withdrawn
No 2208. 23 Nov.

No 2208

1. The Government concur with the Board of Revenue, and authorize the Collector to accept the Numbadripad's offer.

2. They also sanction the payment by the Collector, of the sum of Rs. 1109-12-0 referred to in para 8 of Mr. Grant's letter of 7th August last No 78.

Fort St George
23rd Nov 61

14 Copies. Board of Rev. Cir. 25
3 " Genl. ✓
3 " Civil Paymaster. ✓