M.R.O. 14—10,000—21-6-22

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2216 Press / Mis.

91-92

Dated 14 — 10 — 1864

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 14th October 1862.

No. 191. Read the following Proceedings of the Board of Revenue, dated 9th October 1862: —

Read the following letter from B. CUNLIFFE, Esq., Collector of Madras District, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Madras, dated on circuit Vendalúr, 4th October 1862, No. 345.

SIR,

1. Adverting to the Board's Proceedings of the 24th ultimo, No. 6,117, forwarding copy of the Plaint in Suit No. 9 of 1862, on the file of the High Court of Judicature Madras, I have the honor to state that on the 18th April 1861 Cothundarama Iyer of Madras offered 150 Rupees per annum as per margin* for the jungle rent of those villages in the Nagalapurum Division of the Trivellore Táluq.

	Rs.	A.	P.
* Suthswaid	60	0	0
Kattumarekuppam	60	0	0
Chennaethewakum	30	0	0
Total...	150	0	0

2. The Tahsíldár was directed on the 30th idem to invite tenders for the highest offer. The Puttamoniagars of those villages offered a low rent as per margin.† The first applicant having since increased his offer for Chennaethewakum by 5 Rupees, and as the amount offered by him for the other two villages, was larger than the sum tendered by the villagers, the Tahsíldár recommended on the 13th September 1861, the acceptance of his offer. In October following, when I went on my tour to Nagalapuram, the Puttamoniagars and other Ryots of these villages appeared before me, and protested against the rent being given to the applicant, as it would be very injurious to the village interests, and strongly urged that it should be given to the villagers generally. As the offer made by the Puttamoniagars was very low, as already stated, I thought it advisable to put up the rent for competition between the first applicant and the villagers during the then approaching settlement of Fasli 1271. It was put up in my presence at Nagalapuram on the 25th January last, during the settlement of these villages, and knocked down to the highest bidders, who were the Puttamoniagars, and to the best of my recollection certain other Ryots also of the village, for Rupees 300 per annum for ten years, though, as is usual, the moniagars were the spokesmen on the occasion. The Tahsíldár states however that the Puttamoniagars and one of the villagers of Kattumarekuppum alone bid, but as no Memorandum of these bids was kept at the time, this point cannot be accurately ascertained. It is quite immaterial, however, in my opinion, as to whether the bid was made by the Puttamonigars alone or in conjunction with the Ryots, as the rent was given expressly for the benefit of all the villagers, and the Puttamoniagars merely represented the interests of the whole village body, according to the long standing practice prevailing in Ryotwarri Districts, and this was well known at the time, as may also be seen by the two orders issued by me under dates the 6th February and 20th March 1862, directing the Tahsíldár to obtain Muchilikas and Security Bonds and put the whole body of the Ryots in possession of the jungle. The Tahsíldár was directed on the 6th Febuary 1862 to apportion the rent according to the value of the jungle in each village, in consultation with the Ryots, and to obtain the requisite documents above-mentioned, and forward them to the Hoozoor for confirmation. Meanwhile at the earnest oral solicitation of these villagers, that they were unable to hold the lease for so long a period as ten years at the supposed high figure at which the rent had been taken, the time was reduced to three years, and a Kararnamah or document showing under what conditions the jungle was to be cut was taken on the 19th February 1862 from the Puttamoniagars alone. Muchilika and Security Bonds were of course also taken in accordance with the Kararnamah on the 22nd idem, by the Tahsíldár.

	Per annum. Rs.	A.	P.
† Suthswaid	10	0	0
Kattumarekuppum	35	0	0
* Chennaethewakum	30	0	0
Total...	75	0	0

3. The Tahsíldár obtained the above documents from the Puttamoniagars and one of the Ryots of Kattumarekuppam alone, though the Kararnamah does not contain the signature of this Ryot (why, it does not appear) and put them only in possession of the jungle to the exclusion of the other Ryots, instead of conforming himself strictly to the orders issued to him on the 6th February and 20th March last. The Tahsíldár also rejected as inadmissible, the

complaints of two of the villagers of Kattumarekuppam and Chennaethewakum which was preferred on the 15th March 1862, praying to be associated in the jungle rent of their villages with the Puttamoniagars, and reported his proceedings to the Hoozoor. In this report he states that the Puttamoniagars had represented to him, that the other Ryots having refused to join them in such an high rent, they had sub-rented them to others. This report of the Tahsíldár dated 8th April 1862 through an oversight remained unnoticed by the Munshies. The assertion of the Puttamoniagars however seems improbable, as the Ryots directly complained to me on the very same subject, as will hereafter appear. The Moniagars then sub-rented for three years the jungles to the Plaintiffs in the Suit now before the High Court of Madras, at the rates marginally‡ noted. On the 23rd May last the two villagers who complained to the Tahsíldár on the 15th March last, that the Puttamonigars had deprived them of their just rights, presented a Petition to me, complaining that the Puttamoniagar had unjustifiably prevented them from entering upon the jungles, and had sub-rented them to strangers. As I had given the rent for the benefit of the whole Ryots and not exclusively of the Puttamoniagars alone, I issued an order to the present Tahsíldár of the Táluq, 26th May last, to prevent the cutting of the jungle, should the statement of the villagers turn out to be true pending final orders on the subject. The Tahsíldár sent for the villagers, and to him the Moniagars stated that the Ryots not having consented to the high rate at which the rent had been taken, they had sub-rented the jungle to others, a measure which they could not disturb now, but that they were prepared to allow the Ryots to share with them out of the profits of the sub-rent in proportion to their shares. The Ryots however objected to this arrangement and claimed the rent for themselves, alleging that the sub-renting of the jungle by the Puttamoniagars would only tend to destroy it and injuriously affect their interest. The Moniagar of Kattumarekuppam was not willing to agree to this arrangement, and stated that the profit of the sub-rent should be appropriated towards the repair of the tank of that village. If this was true, and he had no personal advantage in the rent, there could be no objection to allow the villagers to participate in it.

	For three years. Rs.	A.	P.
‡ Suthawaid.....	620	0	0
Kattumarekuppam the rate is not known			
Chennaethewakum.....	435	0	0

4. The Puttamoniagars and the principal Ryots of the village were therefore sent for to the Hoozoor on the 14th August last, with the view of an amicable adjustment being effected. A Pleader of the Sudder Court appeared on behalf of the Ryots on the 16th idem and promised to produce a Razinamah from the Puttamoniagar to the effect of allowing the Ryots to participate with them in the rent. As I left the Hoozoor on the same date on circuit, I left instructions with the Sheristadár to receive the Razinamah and report the result. He accordingly filed one on the 20th before the Sheristadár from the Puttamoniagar of Kattumarekuppum alone, and promised to produce the Razinamah of the other Puttamoniagars directly. Here the matter rests

5. As stated already the Puttamoniagars have no claim to enjoy the rent exclusively themselves. The present Tahsíldár who was directed to enquire how the common property, such as tank fishery jungle rent, &c., are enjoyed in the village of the Nagalapuram Division reports that they are enjoyed by all the ryots in common, the Puttahs are held by the Puttamoniagars alone. He further states that in these very villages in which the Puttamoniagars have been imposing upon the other Ryots of the village in the matter of the Jungle rent under discussion although the common Puttah was held by a few of the Ryots only previous to Faslis 1263 and 1267, yet the whole of the Ryots are stated to have enjoyed such property among themselves according to their shares, and when two of these villages, viz., Suthawaid and Kattumarekuppam were rented to these Ryots some years ago, they enjoyed the produce according to their respective shares.

6. These are the facts of the case. It is evident that my intentions throughout were to give the rent to the villagers generally, and it remains for the Court to decide, whether the fact of the agreements having been taken in the name of the Moniagars alone, places the jungle at their sole disposal, or whether in accordance with the custom of the country, the Moniagars must

be considered as merely the representatives of the village community, and that without the consent of the latter they had no power to enter into engagements with other parties. If the latter is the Judgment of the Court, the Plaintiffs must look to their lessors for any alleged loss arising from the non-fulfilment of their contract.

7. The case had not indeed been finally settled, but was still pending before me, and I have no doubt that some arrangement would have been arrived at, had not the parties been instigated to bring the matter before the High Court; but should the case be heard, consideration will I hope be shown to a Collector, burdened with numerous duties, and acting through agents at a distance, who may misinterpret his orders. Heads of Districts will, I think, be some what alarmed if they find that their acts, or the acts of their subordinates, are thus suddenly to undergo the test of an enquiry before the High Court and have a rigorous legal construction placed upon them.

8. The loss by a postponement of three or four months in the cutting of a jungle rented for three years must in fact be but small, yet it is purposely exaggerated to bring it within the jurisdiction of the High Court.

9. It remains to be seen whether the Judges will not decline to adjudicate in such fictitious losses, and will not direct the dismissal of the Suits, and its reference, if the parties feel aggrieved to a lower Tribunal, competent to deal with the real amount at stake.

10. A more detailed Memorandum of the case has been furnished to the Government Solicitor which I shall be happy to submit, if the Board wish to peruse it.

---

1. As the Collector has furnished the Acting Government Solicitor direct with full information as to the facts of the case, it is scarcely necessary to communicate the above letter to that Officer, but the Board are decidedly of opinion that the case does not fall within the ordinary original Civil Jurisdiction of the High Court, and they would request that this point may be carefully considered, and if possible strongly urged for the defence with reference to paragraphs 11 and 12 of the letters patent.

2. The jungles in question are close to the border of the North Arcot District, and the Board consider that their locality must be held to determine where the cause of action arose.

3. If because the Collector's Kacheri is within the local limits of the old Supreme Court's jurisdiction, therefore every act of his is to be held subject to be litigated in the High Court, the Board cannot but anticipate that inconvenience of a serious magnitude may speedily result.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, *Secretary*

No. 192. ORDER THEREON, 14th October 1862, No. 2,216.

1. Resolved that a copy of the Board's Proceedings on the above letter be furnished to the Government Solicitor, in reference to the Order of Government, 22nd ultimo, No. 2,063, and that the particular attention of the Law Officers of Government be called to the point urged by the Board in paragraphs 1 and 2 of their Proceedings.

2. With reference to the last paragraph of these Proceedings the Government observe that the Collector's Kacheri, Homes' Gardens, is not within the local limits of the old Supreme Court's jurisdiction. It is situated just beyond those limits.

(Signed) T. PYCROFT,
Chief Secretary.

it is purposely exaggerated to bring it within the Jurisdiction of the High Court.

It remains to be seen whether the Judges will not decline to adjudicate on such fictitious losses, and will not direct the dismissal of the suits, and its reference if the parties feel aggrieved to a lower Tribunal, competent to deal with the real amount at stake.

A more detailed Memo of the case has been furnished to the Government Solicitor, which I shall be happy to submit, if the Board wish to peruse it.

I have &c.
(Signed) B. Cuthcliffe
Collector.

Madras District,
Coll^rs Office, on Circuit,
Vendalur, 4th October 1862.

As the Collector has furnished the Acting Government Solicitor direct with full information as to the facts of the case it is scarcely necessary to communicate the above letter to that Officer but the Board are decidedly of opinion that the case does not fall within the ordinary original Civil jurisdiction of the High Court and they would request that this point may be carefully considered and if possible strongly urged

for

for the defence with reference to paras 11 and 12 of the Letters Patent.

The jungles in question are close to the border of the North Arcot District and the Board consider that their locality must be held to determine where the cause of action arose.

If because the Collectors Authority is within the local limits of the old Supreme Court's jurisdiction therefore every act of his is to be held subject to be litigated in the High Court the Board cannot but anticipate that inconvenience of a serious magnitude may speedily result.

(A true Copy & Extract)
(Signed) W. Huddleston
Secretary.

To
John Miller Esq.
Govt Government Solicitor
(A true Copy)
Huddleston
Secretary.

To
The Honble T. Pycroft
Chief Secretary to Government
for information.

D

Pro. 22 Sept 62 No 428 429
" 9th October " " 2176

Rev = 1862 Oct.
Pro. Govt. Dy October.
Dy-2826.

Proceedings of the Board of Revenue

Dated 9th October 1862
Desp 9 do
Rec'd 10th —

Com Jud Desp 27 April 63
No 1823.

A°

No A° 2216-11 Oct.

Submitting a letter from the Collr. of Madras affording explanation in reference to suit on No 9 of 1862 filed in the High Court of Judicature in the matter of Jungle rents of three Villages of the Tervallur Taluk.

No 1891-

13 Oct Desp

4

Dy-2216-

Revl Department.

Proceedings of the Madras Government

Under date the 14th October 1862

Read the following Pro. of the Board of Revenue.

Submitting a letter from the Collector of Madras affording explanation in reference to suit No 9 of 1862 filed in the High Court of Judicature in the matter of Jungle rents of three Villages of the Tervallur Taluk.

(Here enter 9 Oct 62)

Resolved that a copy of the Board's proceedings on the above letter be furnished to the Government Solicitor in reference to the order of Government 22 Ult. No 2063 and that the

the particular attention of the Law Officers of Government be called to the point urged by the Board in para 1. 2 of their Proceedings.

With reference to the last para of their proceedings the Govt observe that the Collrs of Berry Head's Gar- dens - is not within the local limits of the old Supreme Court's Jurisdiction. It is situated just beyond those limits -

J.P.

14 Oct 1815 Letter Bd. Revd Dispatch 15th 4 — in Govt Collection

Revenue 1862 Dept.
Pro: of Govt for October

No. 2216.

Pro: of the Madras Govt
Dated 16th October 1862.

Laying ordered on
Boards' Proceedings
regarding the suit filed
in the High Court in
the matter of Jungle
rents of three Villages
of Trivellore Taluq,
Madras District.

No. 191 & 192.

Suit No 9 of 1862