M.R.O. 14—13,000.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 2057	Press ~~Mis.~~
193 - 195	
Dated 16 — 1 —	19=1863

Not to be folded or roughly handled

No. 193. Read the following Proceedings of the Board of Revenue, dated 3rd October 1863, No. 6,316 :—

Read again letter from the Collector of Tanjore, dated 8th September 1863, No. 325, recorded in the Board's Proceedings dated 14th September 1863, No. 5,798.

Read also the following letter from the same Officer, dated 28th September 1863, No. 351.

1. With reference to the Board's Proceedings of the 14th instant, No. 5,798, I have the honor to report that, in pursuance to the Advertisement already published, the Abkary farm of Negapatam Talook was put up to public auction before the Acting Head Assistant Collector on the 25th instant, and was knocked down to the highest bidder one Ramasawmy Naik for the annual rent of Rupees 58,500, being Rupees 20,500 in excess of the amount of the last lease. The farm will be accordingly made over to the successful bidder on the 1st proximo, if the prescribed amount of security be deposited and the formal Muchilka executed by him before that date, according to the terms of paragraphs 6 and 9 of the Sale Advertisement.

2. I would take this opportunity of stating for the information of the Board, that before the farm was put up to sale certain parties calling themselves partners of the late renter, sent me a Petition stating that by a private agreement which had been entered into between themselves and the late renter, they had certain shares in the farm, and praying that as they would be subjected to loss by the proposed sale, the same might be stopped, and that the balance of the Kists outstanding against the renter might be received from them (the Petitioners). I however declined to comply with their request, and they then put in another Petition before Mr. Hutchins, producing at the same time an Extract from the Proceedings of the Civil Court of Negapatam, dated the 23rd instant, containing the order passed by that Court on a Petition presented by these parties applying for an injunction to stop the sale. In this order (copy of which is herewith enclosed) the Court while considering itself not warranted in interfering in the matter, "urged" the Collector to take "an equitable view of the case," or "at all events to consider the propriety of postponing the sale" to give the Petitioners an opportunity to appeal to the Board.

3. The only party who was responsible to Government for the farm, and to whom they had to look for the payment of their dues, was the renter who held it exclusively on a lease from Government, and that party having failed to fulfil the conditions of his lease, the farm by the terms on which it was held, became liable to be re-sold. The Government had nothing whatever to do with these Petitioners, and any private agreement which they may have entered into with the renter cannot, I conceive, in any way affect or compromise the rights of Government who were neither parties to that agreement, nor to the suit which appears to have arisen thereout and to have been decided in favor of these Petitioners as between them and the renter. Any right which such agreement may have created in favor of the present claimants, can in my opinion operate only as against the renter; at any rate it could not have given them any more right than what the renter himself had, and could not have had the effect of negativing the conditions on which he held the farm and the non-fulfilment of which rendered its re-sale necessary.

4. It was thus clear, that the re-sale of the farm was perfectly justifiable in law, as it was the necessary and legal consequence of the default on the part of the renter, who was already stated, was alone responsible to Government; and as regards the equitable view which the Court urged the Collector to take of the case, I was perfectly satisfied that these claimants were not entitled to any concession whatever on the score of equity, and that the concession sought by them was inconsistent with the just interests of Government. I accordingly declined to take any notice of the claims set up by the parties abovementioned, and authorized Mr. Hutchins to proceed with the sale.

5. I beg to call the particular attention of the Board to paragraphs 4 and 5 of the Proceedings of the Civil Court, and which, it will be seen, amount to an admission that the facts of the case were not such as would in any way warrant the interference of the Court, and that this was a case which the Revenue Department was perfectly competent to deal with as it might think

proper. I would take leave to add that the order of the Court appears to me to be altogether extra judicial. There is a fact alluded to in the Court's Proceedings as having been put forward by the Petitioners, which if true would seem to place them in a somewhat different position from that in which they really stand. As it is however not true I consider it necessary to repudiate it. It is mentioned therein that it was the Petitioners who deposited the security equal to two months' Kists for the last lease. This however is not the case, and it was the renter himself who tendered and deposited the security. It is however just possible that these Petitioners may have furnished him with the necessary funds for it.

6. I trust the Board will approve of my proceedings in this case, the legality as well as the propriety of which seem to me to be indubitable. Should however they dissent from the view taken by me, I beg they will be pleased to send me a Telegram to that effect so as to reach me before the 1st proximo, as unless he fails to deposit the requisite security, and to execute the formal Muchilka in the meantime, the farm shall be made over to the successful bidder on that date.

7. I would in conclusion take leave to add that it is one of the claimants abovementioned that has been the successful bidder at the present sale, and to whom the farm has been knocked down.

ENCLOSURE No. 1.

Extract from the Proceedings of the Civil Court in the Zillah of Negapatam, under date the 23rd September 1863.

M. P., No. 951 of 1863.

Read Petition presented on the 19th September 1863, by Murugesa Pillai, Pleader on behalf of Plaintiffs in Original Suit No. 4 of 1862, on the file of this Court, stating that the Collector intends putting up to sale on the 25th instant the Abkarry Contract of Negapatam owing to the non-payment by 1st Defendant of Circar Kist on the said contract, and praying that an injunction may be issued to the Collector of Tanjore to make over the farm to Petitioners, and to receive the Circar Kist from them under the Appeal Decree which is in their favor.

Order.

1. The Petitioners represent that the Collector is about to put up to sale the Abkarry Contract of Negapatam in consequence of the neglect on part of 1st Defendant in Original Suit No. 4 of 1862, on the file of this Court, to pay the Kist due thereon.

2. The suit in question, 4 of 1862, was brought by Petitioners with a view to recover damages from 1st Defendant, and another for alleged breach of partnership agreement and for the enforcement of the agreement. The Acting Civil Judge considered the fact of partnership between Plaintiffs and Defendants proved, and by injunction directed that the Defendants should not exclude Plaintiffs from the benefits of the contract they have entered into with them. So much of the Civil Court's Decree in the suit was upheld in Appeal before the High Court. The partnership has been declared to subsist between the parties for four years under the agreement, dated 28th June 1861, and the 1st Defendant has been restrained by High Court's injunction from excluding the Plaintiffs from the partnership business, and from doing any act to prevent its being carried on according to the articles.

3. The Court observes that this Decree recognizes the undoubted claim which Plaintiffs have on the Defendants to hold to the terms of the agreement of the 28th June 1861. The Court is further informed by Petitioners that a large portion of the arrears of Kist, due on the farm, has already been recovered by the Collector, who further holds a deposit of Rupees 6,000 paid by themselves, through the 1st Defendant as security, on the 20th June 1861. The Petitioners state that they have addressed the Collector, and offered to pay up arrears, as well as to hold themselves responsible for the due payments in future of all Government demands on account of the farm, leased out to 1st Defendant till the close of Fusly 1275, and that in the event of the farm being leased to another party now, as contemplated by the Collector, their losses will be ruinous.

4. The Collector is no party to the suit, No. 4 of 1862, but under the foregoing circumstances the Civil Judge would request the Collector to take an equitable view of the Petitioners' claims, and in consideration of their willingness to be held responsible for the due payments of Kist and for all damages that may chance hereafter to accrue to the Government farm; he will allow them to perform all acts connected with the contract, entered into between 1st Defendant and himself, touching the Negapatam Abkarry farm.

5. At all events, the Court would urge upon the Collector the propriety of postponing the sale of the Abkarry Contract of Negapatam for a sufficient term, to allow Petitioners to appeal to the Board of Revenue and to Government if they should think it necessary so to do on the subject of their grievance.

Ordered that Extract from these Proceedings be granted to the Petitioners' Pleader on his application.

(A true Extract)

(Signed) R. G. CLARKE, *Civil Judge.*

(True Copy.)

(Signed) W. M. CADELL, *Collector.*

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1. Resolved that the above letters be submitted to Government, with reference to their Endorsements on Petitions Nos. 2,470 and 2,480 of 1863, dated 25th September 1863.

2. The Board concur with Mr. Cadell in considering that his proceedings were warranted by law, but they request him to report the grounds on which he was satisfied that Petitioners had no equitable claims to consideration. He will also be good enough to state whether the purchaser of the farm has bought it on his own behalf, or jointly with the other Plaintiffs in Original Suit No. 4 of 1862.

3. The Board regret that Mr. Cadell did not think proper to defer the sale, as suggested by the Civil Judge until the Board's orders could be taken in the matter, because the partners of the renter were then deserving of some consideration.

No. 194. Read the following Proceedings of the Board of Revenue, dated 26th October, 1863.

Read the following letter from W. M. CADELL, Esq., Collector of Tanjore, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Chepauk, dated Vullum, 7th October 1863, No. 375.

SIR,

1. I have the honor to acknowledge the receipt of the Board's Proceedings of the 3rd instant, and with reference to paragraph 2 beg to state that my own knowledge of the history of the case, and the fact that, as is generally believed, it was the vexatious and litigious character of these Petitioners that caused the ruin of the late renter, induced me to think that they were not entitled to any consideration which was not warranted by Law. I have said this much, because the Board have called upon me to state on what ground I was satisfied that they had no equitable claim to consideration; but I would take leave to submit, that I was in no way bound to take any notice of the claims set up by these Petitioners, and that my duty consisted simply in keeping to the terms of the lease granted to the late renter. These Petitioners were in no way liable for the fulfilment of those terms, and any enforcement thereof against them could not by any means have been upheld. If they were thus under no liability to Government, it is obvious that Government were under no obligation to make any concession to them.

2. With reference to the observations contained in paragraph 2 of the Board's Order, I would take leave to state that I did not feel myself in any way called upon to act upon the extra judicial opinion of the Court in a matter in which the Court had no authority to interfere, and on my *own responsibility* to stop the sale which, under the sanction of competent authority had been duly and formally published, and was perfectly warranted by Law, thereby breaking faith with the public, and I trust the Board will be willing to admit that I cannot be expected to

Before the 1st Petitioner deposit such further

refrain from carrying out what I conceive to be my duty, simply because I am threatened with an appeal to the Board.

3. With reference to the Board's enquiry in paragraph 1, I would beg to state that the present purchaser has for all public purposes bought the farm on his own behalf, but it is possible that he may have partners under a private arrangement, and that those partners may be the other Plaintiffs in the Suit mentioned by the Board. On this last mentioned point, however, I am not in possession of any positive information, and I submit this is a matter with which I have nothing to do.

1. Ordered that the letter above recorded be submitted to Government in continuation of the Board's Proceedings, dated 3rd October 1863, No. 6,316.

2. The Board cannot exonerate Mr. Cadell from blame in the matter, for he has failed to show any sufficient cause for having refused to receive payment of the arrears from the Petitioners, who it is clear, were the partners of the late renter. All that Mr. Cadell had to look to was the due fulfilment of the late renter's contract, and this apparently Petitioners were prepared as the renter's partners to fulfil. Mr. Cadell was not legally bound to give any considerations to the claims of the Petitioners, but by acting on his legal rights he has, very unnecessarily, as it seems to the Board, inflicted a serious loss and injury on persons who had an equitable claim to consideration.

No. 195.

ORDER THEREON, 16th November 1863, No. 2,058.

1. The Government have given their careful consideration to these papers, and are of opinion that the Collector acted rightly. His proceedings were, as the Board admit, strictly in accordance with Law, and as to the equity of the case he seems to have exercised his own judgment properly.

2. Mr. Cadell had no concern with the parties who alleged that they are partners of the original renter, and he could not have proceeded against them for the renter's default. Had he transferred the farm to them he might have exposed himself to an action by the renter.

3. Ordered that the following endorsement be made on Petitions Nos. 2,470, 2,480 and 2,766 of 1863.

"The Government see no reason to interfere with the proceedings of the Collector in the matter of the re-sale of the Abkarry Farm of the Negapatam Talook.

(True Extract.)

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

To the Board of Revenue.
Endorsement to Petitioners.

Exd. S. T. Augustin.

Advertisement. 3

Notice is hereby given that the Abkary Farm of the Negapatam Taluq in the District of Tanjore, for the remaining period of the current Fasli 1273 and for the next two Faslies of 1274 and 1275, will be sold by public auction before the Head Assistant Collector at Negapatam on Friday, the 25th day of the month of September 1863 at 10 O'Clock A. M.

II. The Farm will be put up to sale at the upset price shewn in the margin and will be knocked down to the highest bidder above that sum subject however to the conditions noted below.

Rs. 38000. per annum.

III. Persons intending to bid must attend in person or by a duly accredited Agent

IV. No person will be allowed to bid on his own behalf or on that of any person, until he has deposited 200 Rupees. The deposits of all unsuccessful bidders will be returned at the close of the sale.

V. The successful bidder must, on the sale being declared deposit a sum of Rs. 500 on failure of which the farm will be resold at such time and place as the Collector may determine, and the deposit made under Clause 4 preceding, shall be forfeited to Government.

VI. The successful bidder shall further on or before the 1st October, deposit such further sum

sum in cash or Government Securities endorsed to the Collector as with the deposits under Clauses 4 and 5 above, shall make up an aggregate sum equal to two monthly instalments of his rent, on failure of which, he shall forfeit his deposits already made, and the farm shall be sold at such time and place as the Collector may determine.

Resales under Clauses V and VI above, shall be at the risk of the defaulting bidder, who shall forfeit all gain and shall make good the difference between the total amount payable by him for the whole period under the terms of the original sale, and the total amount payable by the second purchaser under the terms of the resale.

III. This farm comprises the exclusive privilege of manufacturing country Spirits only and the exclusive privilege of vending such Spirits Arrack and Toddy. The right to sell European Spirits, Wines and Beer is not included and the Collector shall be at liberty to grant licenses for the sale of these to others than the Alkarny Renter, and also to grant licenses under Act XXXII of 1845 for the manufacture of Rum &c. by the European method of distillation.

IX. The purchaser of the farm besides being subject to all the provisions of Regulation 1 of 1820, shall further bind himself to observe the following special conditions which will be embodied in the license, to be given to him by the Collector, and in the Muchalika which must be executed by him on or before the 1st October. In the event of the purchaser of the farm failing or refusing to sign the Muchalika (copy of which may be had on application to the Collector) by the date above mentioned, all deposits already made by him shall be forfeited, and the farm shall be resold at his risk and loss as set forth in clause 7.

Special condition

1. That the rent shall be paid in the following instalments Viz:

31st July	31st January
31st August	28th February
30th September	31st March
31st October	30th April
30th November	31st May
31st December	30th June

2. That the renter will not be at liberty to work stills or open shops at places other than those fixed by the Collector.

3. That no liquor shall be sold for less than the Minimum prices fixed by the Collector that is to say.

	Rix
Arrack per 1/8 measure or one dram	7/12
Toddy per measure in Villages	7/12
D: D: D: in Towns	9 3/8

4. That grain, goods, wearing apparel or other property shall not be received in barter or payment for liquor.

5. That no liquor shall be sold or given to any European soldier or sailor, or to any member of the Mofussil police while on duty.

6. That all shops for the sale of liquor of any description, on or adjacent to the line of march shall be closed, while a Regiment

-dorse detachment of European Soldiers is passing
Clause during its march encamped in their vicinity,
-gate that no compensation shall be claimable for
his thereby.

That bodies of Troops passing through
District may at the option of Government
provided by the Military Department with a
parate Abkarri Contractor and that no compensation
hall, in such case, be claimable by the Renter.

That no shop shall be opened before sun
ise, and that all shops shall be closed at sun set.

That sign Boards must be affixed in a
onspicuous part of the front of every Shop,
and still and that on such sign Boards the name
of the Shop or still owner shall be legibly in
scribed in Tamil and also the price of the liquor
there sold.

10. That the renter shall not, in any way, meddle
with or use cocoanut, Date, Palmyra or any other
trees growing on Pattah or Inam lands, or in
backyards or in land, the property of any in
-dividual, without the permission of the owner.
The owners of such trees may draw Toddy &c.
for domestic use but not for sale unless li
-censed to sell by the Renter.

11 That in the event of Government land
non waste, being granted for cultivation
renter shall have no claim whatever to
use of the trees thereon or to compensation
for them on their transfer with the land
cultivation.

12. That interest at 6 per cent per annum
shall be paid by the Renter on all balances
due by him.

13. That any wilful breach of these con
-ditions by the Renter or with his guilty
connivance and privity by his Sub renters
shall render the lease voidable at will by
the Collector.

14 That in the event of any default in the
payment of the rent it shall be open to the
Collector to take the farm under Government
management at the Renters risk, or to recover
the arrears by attachment and sale under Act
XXXIX of 1858 (the Ryotwari Act).

Tanjore Collr's Office
Vellum 8th Sept. 1863.

(sd) W. M. Cadell
Collector

No. 5,798.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 14th September 1863.

Read the following letter from W. M. CADELL, Esq., Collector of Tanjore, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Vellum, 8th September 1863, No. 325 :—

1. I have the honor herewith to forward an Advertisement in the prescribed form for the sale of the Abkarry farm of the Negapatam Taluk in this District, and which is proposed to be put up to public competition before the Acting Head Assistant Collector on the 25th instant, I beg to request that the Board will be good enough to have the same published in the "Fort Saint George Gazette."

2. The Abkarry farm of this Taluk was rented out to one Virudhachalanadan for five years from Fasli 1271, when the farms of all the Taluks in the District were rented for a similar period, but in the case of this Taluk not a single monthly Kist has been paid according to the Kistbandi, and now notwithstanding repeated notices and warnings, the whole of the Kist due for the month of August, as also a considerable portion of that due for July, has been left in arrears. The Renter I may add is a prisoner in the Jail at Trichinopoly undergoing a criminal sentence for the crime of perjury, and the management of the farm has been conducted by an agent of his.

3. Under these circumstances it has become necessary to re-sell the farm, and I have accordingly resolved to put it up to sale on the date above mentioned, for the remaining portion of the term of five years for which it was granted to the present Renter. I trust the Board will approve of the steps I have now taken.

ENCLOSURE No. 1.—Advertisement.

The Collector's proceedings as reported in the above letter have the Board's approval, and the Advertisement will be published as requested in the "Fort Saint George Gazette." The words "per annum" will however be added to the figures in the margin of the second clause, and the Collector will take due notice of the carelessness shown by his office servants in their omission to insert those words.

(A true Copy and Extract.)

(Signed) R. A. DALYELL,
Sub-Secretary.

To W. M. Cadell, Esq., Collector of Tanjore.

Exd. J. Wright.

responsible for the due payments in future of all Government demands on account of the farm, leased out to 1st Defendant till the close of Fasli 1275, and that in the event of the farm being leased to another party now, as contemplated by the Collector, their losses will be ruinous.

4. The Collector is no party to the suit, No. 4 of 1862, but under the foregoing circumstances the Civil Judge would request the Collector to take an equitable view of the Petitioners' claims, and in consideration of their willingness to be held responsible for the due payments of Kist and for all damages that may chance hereafter to accrue to the Government farm; he will allow them to perform all acts connected with the contract, entered into between 1st Defendant and himself, touching the Negapatam Abkarry farm.

5. At all events, the Court would urge upon the Collector the propriety of postponing the sale of the Abkarry Contract of Negapatam for a sufficient term, to allow Petitioners to appeal to the Board of Revenue and to Government if they should think it necessary so to do on the subject of their grievance.

Ordered that Extract from these Proceedings be granted to the Petitioners' Pleader on his application.

(A true Extract.)

(Signed) R. G. CLARKE, Civil Judge.

(True Copy.)

(Signed) W. M. CADELL, Collector.

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1. Resolved that the above letters be submitted to Government with reference to their Endorsements on Petitions Nos. 2,470 and 2,480 of 1863, dated 25th September 1863.

2. The Board concur with Mr. Cadell in considering that his proceedings were warranted by law, but they request him to report the grounds on which he was satisfied that Petitioners had no equitable claims to consideration. He will also be good enough to state whether the purchaser of the farm has bought it on his own behalf, or jointly with the other Plaintiffs in Original Suit No. 4 of 1862.

3. The Board regret that Mr. Cadell did not think proper to defer the sale, as suggested by the Civil Judge until the Board's orders could be taken in the matter, because the partners of the renter were then deserving of some consideration.

(True Copies and Extract.)

Sub-Secretary.

To J. D. Sim, Esq., Secretary to Government, R. D., with 2 Petitions.

Copy to W. M. Cadell, Esq., Collector of Tanjore.

Prd. J. Wright.

Erroneous Proceedings of the Board of Revenue, dated 14th September 1863. Department.

No. 5,798.

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 14*th September* 1863.

Despatched

Received

No. 5,798.

Approving the Collector's proceedings in regard to the re-sale the Abkarry Farm of the Negapatam Taluk, and authorizing the publication of the Advertisement.

Revenue 1863. Department

Rec. of Govt for ctnr

No. 2442

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 3rd October 1863.

Despatched 9

Received 10

P. 182 Nos.

G.O. No 2058 - 16 Nov

No. 6,316.

Submitting letter from the Collector of Tanjore, reporting the re-sale of the Abkarry Farm of the Negapatam Taluk.

With an Order 17th October 1863

N. 193

The Government defer passing orders on the Petitions returned with the foregoing Proceedings till they are in possession of the further information called for from the Collector -

Fort St. George
17th October 1863

Dy. Secy. to Govt

Copy to the Board of Revenue
Dispd 19th Oct

6 Sept 1863
No. 325.

14 Sept 1863
No. 3798.

Revenue 1863. Department

Rec. of Govt for ctnr

No. 2442

PROCEEDINGS OF THE BOARD OF REVENUE.

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Fort St. George
17th October 1863

Dy. Secy. to Govt

Copy to the Board of Revenue
Dispd 19th Oct

6 Sept 1863
No. 325.

14 Sept 1863
No. 3798.

that if the resale was carried effect, the (Petitioners) would ruined. These were forwarded the Bd of Revenue for report.

Previous to the day fixed the sale certain individuals themselves partners of the original renter petitioned the Collector to stop the sale & receive the balance of Rent outstanding, in consideration of a fresh agreement by which they were entitled to certain shares in the Farm. This request Mr Cadell refused.

The same persons then applied to the Civil Court to issue an injunction prohibiting the sale, & directing the Collector to make over the Farm to them, & receive the Rent from them.

The Court thereupon decreed such as had been proved in accordance with such already decreed upon that the Petitioners & the original renter were partners, and that as they were ready to pay up arrears & hold themselves responsible for the payments in future the Collector might take an equitable view of their claims & allow them to perform all act connected with the contract entered into between the original renter & himself or part of all

Petitions 2470 & 2480 of 1863

from Rent

Extract Proc: Civil Court of Tanjore 23 Sept 1863

event he must not [illegible] sale for sufficient time to Petitioners appealing to Board of Revenue &c &c

Mr Cadell was of opinion however that neither legally nor equitably were the Petitioners entitled to any consideration, the only person responsible to Government for the rent of the Farm was the original renter any agreement such renter might make with others parties could not affect Govt who had no concern in the matter which produced or the trust which it produced. The right such these parties obtained could operate only against the renter: it could not have the effect of nullifying the condition on which the Farm was held by the renter or of interposing obstacles inconsistent with the just interests of Govt Neither of the other Hundred the Collector considered the claimants entitled to any consideration on the score of equity.

The sale was consequently proceeded with & the Farm was knocked down for an annual rent of Rs. 58,500, being Rs. 20,500 in excess of the amount of the previous Lease. The purchaser was

of the claimants who had right to stop the sale.

In reporting this circumstance for the information of the Board the Collector begged their particular attention to the course adopted by the Civil Court in holding proceedings in a manner which the Revenue Department was perfectly competent to deal with as it might think proper, where the facts were as much admitted to be such as in no way warrant the interference of the Court.

The Board while allowing that Mr Cadell had acted strictly according to law regretted that the sale had not been deferred as suggested by the Civil Judge because the partners of the late renter were then deserving of good consideration. They further called the Collector's report the grounds on which he was satisfied that Petitioners had no equitable claims for consideration; and whether the present purchasers had bought the farm on his own account jointly with the other original Petitioners.

In reply to the first query

28 Sept/1863.
No. 357.

Bd: Pro: dd
3 Oct 1863.
No. 6316.

the Collector stated that from the knowledge of the case and the belief that the late renter had realized through the vexatious litigious conduct of the Petitioners he had been induced to think they were not entitled to any consideration, but was warranted by the record & events. In regard to the second query he had no positive grounds but for all public purposes the present purchaser had bought the farm on his own behalf and any private arrangement was a matter with which the Collector could have nothing to do.

Mr Cadell further submitted that his duty as Collector was to adhere to the terms of the Lease granted to the late renter. The Petitioners were in no way liable for the fulfilment of those terms "and any enforcement thereof "against them could not by any "means have been upheld." The sale moreover had been formally advertised under competent sanction and according to law he did not conceive himself called upon to stop proceedings merely because an extra-judicial opinion had been pronounced by a Court in a matter with which such Court had no concern

because he was threatened
the an appeal to the Board.

Pro: 26 Cash/63
No.

The Board however cannot
exonerate Mr Cadell from blame.
They consider that he has not shown
sufficient cause for refusing to
receive payment of the arrears
from the Petitioners who were clearly
partners of the late renter and
that by acting on his legal rights
he has, very unnecessarily, inflicted
serious loss and injury on per-
sons who had an equitable claim
to consideration. They further
regret that all the Collector
had to look to was the dis-
charge of the late Renters'
contract which apparently
the Petitioners were prepared
to discharge.

It is for the Government to
decide whether the censure
is deserved or whether in
either of which the Collector's
acts were equitable as
well as legal.

CJW
2/10/63

I do not consider that Mr Cadell is to blame in any
way. He acted as his bond required him shortly
to do. Under such circumstances I do not
think that we should censure him.
The Petitioners were clearly partners in the farm
& as such jointly responsible for the rent.
I think that Mr Cadell has grounds for
refusing such payment.
J Commissioner

Mr Cadell's conduct was
open to the Board's censure - He
had only to deal with the
Renters - The other parties may
very possibly have been secret
partners of the Renter but with
them the Collector had no concern; he
could not have proceeded against
them for the Renter's default and
might have exposed himself to
an action by the Renter, if he
had transferred the farm to
them - The "partners" had their
course - by an application to the
Court for an injunction - They
tried it & though the Court gave
an extra-judicial opinion of
their claims & consideration - it
granted no injunction or order!

The Collector as the Board admit - acted
with perfect legality - as to
equitable consideration, he held
the parties to be entitled to

I is more likely
that the facts
the Case Board
to Board.

I Dy

Memo for order

Revenue Department

No 2958.

Proceedings of the Madras Government
Under date the 6th November 1863.

Read the following
Proceedings of the Board of
Revenue:-

Submitting letter from
the Collector of Tanjore, &c
respecting the re-sale of the
Ele Karnam Estate of the Nega-
patam Taluq.

Read & enter 3rd Oct 1863 No 631

Submitting with remarks
letter from the Collector of
Tanjore giving certain information
regarding the re-sale of the
Ele Karnam Estate of the Negapatam
Taluq.

Read & enter 26th Oct 1863 No

The Government
have given their care-
ful consideration to
these papers and are
of opinion that the
Collector acted rightly
This proceedings, where-
as the Board admit, strict-
ly in accordance with
Law and he seems to have
exercised his
own judgment proper

Tailed
that no concern must
parties who alleged
ct they are partners of the
iginal renter and he
uld not have proceeded
gainst them for the
enter's default. ~~and~~ ~~he~~ ~~transferred the farm to them he~~
ad by transferred the farm to them he
ight have exposed him-
elf to an action by the
enter, ~~if he had transfer~~
~~to farm to them~~

Ordered that the
ollowing endorsement
e made on Petitions
Nos 2470 - 2480 and
2466 of 1863.

"The Government
see no reason to inter-
fere with the proceedings
of the Collector in the
matter of the resale of the
Kharry Farms of the Ve-
gapatnam Taluq."

Revenue 1863 Dept.
Pro: of Govt for Nov.

No. 2958.

Pro: of the Madras Govt.
dated 16th & 12th Nov. 63.

Pro: of the Board of Revs
dated 25th Nov. 63 & No. 2871

Mr. Cadells proceedings
regarding the resale of
Nagapat & Aleswary Farms
approved &c —

No. 193 @ 195.