

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 729

Press
~~Mis.~~

253-254

Dated 27. 4. 1918

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
27th April 1863.*

No. 253. Read the following Proceedings of the Board of Revenue, dated 17th March 1863,
No. 1,583 :—

Read the following letter from D. F. CARMICHAEL, Esq., Acting Collector of Vizagapatam,
to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Jeypore,
3rd February 1863, No. 38.

SIR,

1. I have the honor to reply to Proceedings of the Board, dated 23d ultimo, No. —, calling
for a report on the Petitions of D. Venkat Row, Abkarry Renter.

The case is this—D. Venkat Row distrained his Sub-renters' property for arrears of rent
due; whereupon the Sub-renters, who by Section 5, Regulation I of 1826 have the same protec-
tion in such cases as Ryots or under-farmers of Land Revenue, appealed to the Senior Assistant
to the Agent in charge of the Talook, under the provisions of Section 4, Regulation V of 1822.

2. The Senior Assistant is bound by law "without delay to institute a summary inquiry
"into the correctness of the demand for which the property is attached." He proceeded to do so,
but the Renters slighted his summonses and his subsequent Notifications alike; upon which he
gave judgment for the Sub-renters *ex parte*, releasing the distraint. This was on the 26th June.

3. The Regulation (*vide Sloan* page 337, note 6) contains no provision for the review of a
judgment passed by a Revenue Officer, and the Judges of the (late) Sudder Court have ruled that
a distinct legal provision can alone authorize such a proceeding.

Nevertheless on the 28th July, or more than a month after, the Senior Assistant revised his
first order and gave judgment in favor of the Renter on the merits.

4. The Sub-renters appealed to me, and I gave the order, which is before the Board. The
latter part of it is perhaps surplusage, for it was sufficient to say that the Senior Assistant had no
power to take up the Suit afresh. These Suits are eminently summary. The Renters no doubt
have another remedy; *i. e.*, by regular action, but if they desire to work the sharp, summary pro-
visions of distraint, they must be kept to the provisions as a whole, and not be active and remiss
just as they choose. Had the Sub-renters failed to appeal against the distraint within the month
allowed by law, Mr. Sloan no doubt would have penned some highly forcible paragraphs, if any
extension of this period had been conceded by the Revenue authorities.

5. In regard, however, to the latter part of my order, I would request that the words
"alluded to" may be read for "included in." For the agreement runs thus "paying the rent
(specified) together with the Kulkatnam, the costs, and Rusums "(not specified)." What these
latter are the Renter explained in his "answer" before me. They are as follows :—

½ Anna *Rusum* on every Rupee!

1 Rupee *Katnam* for every Kaul!

¼ Rupee *costs* on account of the notary.

6. Now, whatever is not consolidated in the Puttah is an exaction, *vide* Section 7, Regula-
tion V of 1822, and the Regulation there referred to. The Board see how this Puttah ran; the
Sub-renters have no protection; the amount of the several cesses is nowhere stated. I submit
that this is fatal to the Renters' claims. A Sub-renter is entitled to the same protection as a
Ryot under a Zamindar. There is no sum at which the parties may not settle the rent, but it
must be a consolidated sum. The decision in a summary Suit can then be a summary decision,
the sole issue being "Did the Ryot or Sub-renter execute this document or not?" otherwise,
where fees and extra charges of various denominations are merely alluded to as payable, without
any specification of the amount, a Collector would never come to the end of his work.

7. The latter part on the general question; but neither on the first point does the Renter
appear to have anybody to blame but himself.

ENCLOSURE No. 1.—Petition.

1. Ordered to be submitted to Government, with reference to their Order dated
21st January 1863, No. 79.

2. As the case appears to have been disposed of under Regulation V of 1822, the Board
have no jurisdiction in the matter.

(A true Copy and Extract.)

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

No. 254. ORDER THEREON, 27th April 1863, No. 729.

The Government cannot interfere, the case having been decided under Regulation V of
1822.

(Signed) C. G. MASTER,

Deputy Secretary to Government.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 17th March 1863.

Read the following letter from D. F. CARMICHAEL, Esq., Acting Collector of Vizagapatam, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Jeypore, 3rd February 1863, No. 38:—

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The case is this—D. Venkat Row distrained his Sub-renters' property for arrears of rent due; whereupon the Sub-renters, who by Section 5, Regulation I of 1823 have the same protection in such cases as Ryots or under farmers of Land Revenue, appealed to the Senior Assistant to the Agent in charge of the Taluk, under the provisions of Section 4, Regulation V of 1822.

2. The Senior Assistant is bound by law "without delay to institute a summary inquiry into the correctness of the demand for which the property is attached." He proceeded to do so, but the Renters slighted his summonses and his subsequent notifications alike; upon which he gave judgment for the Sub-renters *ex parte*, releasing the distraint. This was on the 26th June.

3. The Regulation (*vide Sloan* page 387, note 6) contains no provision for the review of a judgment passed by a Revenue Officer, and the Judges of the (late) Sudder Court have ruled that a distinct legal provision can alone authorize such a proceeding.

Nevertheless on the 28th July, or more than a month after, the Senior Assistant revised his first order and gave judgment in favor of the Renter on the merits.

4. The Sub-renters appealed to me, and I gave the order, which is before the Board. The latter part of it is perhaps surplusage, for it was sufficient to say that the Senior Assistant had no power to take up the suit afresh. These suits are eminently summary. The Renters no doubt have another remedy; *i. e.*, by regular action, but if they desire to work the sharp, summary provisions of distraint, they must be kept to the provisions as a whole, and not be active and remiss just as they choose. Had the Sub-renters failed to appeal against the distraint within the month allowed by law, Mr. Sloan no doubt would have penned some highly forcible paragraphs, if any extension of this period had been conceded by the Revenue authorities.

5. In regard, however, to the latter part of my order, I would request that the words "alluded to" may be read for "included in." For the agreement runs thus "paying the rent (specified) together with the Kaulkatnam, the costs, and Rusums " (not specified)." What these latter are the renter explained in his "answer" before me. They are as follows:—

$\frac{1}{2}$ Anna *Rusum* on every Rupee!

1 Rupee *Katnam* for every Kaul!

$\frac{1}{2}$ Rupee *costs* on account of the notary.

6. Now, whatever is not consolidated in the Puttah is an exaction, *vide* Section 7 Regulation V of 1822, and the Regulation there referred to. The Board see how this Puttah ran; the Sub-renters have no protection; the amount of the several cesses is nowhere stated. I submit that this is fatal to the Renters' claims. A Sub-renter is entitled to the same protection as a Ryot under a Zemindar. There is no sum at which the parties may not settle the rent, but it must be a consolidated sum. The decision in a summary suit can then be a summary decision, the sole issue being "Did the Ryot or Sub-renter execute this document or not?" otherwise, where fees and extra charges of various denominations are merely alluded to as payable, without any specification of the amount, a Collector would never come to the end of his work.

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(A true Copy and Extract.)

W. H. Weston

Sub-Secretary.

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

Copy to D. F. Carmichael, Esq., Acting Collector of Vizagapatam.

Exd. J. Wright.

1871. January 15. 1871.
23. 1871. 23. 1871.

1871. 1871. Department
of the Board of Revenue.

No. 1583.
PROCEEDINGS OF THE BOARD OF REVENUE.

Date 17th March 1863.
Despatched 21st
Received 23rd.

No. 1583.

Submitting the report of the Collector of
Vizagapatam, on the petition from D. Venkata
Row, an Abkarry Renter who distrained his
Sub Renters' property for arrears of rent due.

1871. 23. 1871.

1871. 23. 1871.
1871. 23. 1871.

1871. 23. 1871.

The first account.
in the case, the order
having been decided
under Reg. 1 of 1822.

L. R. 1871.

1871. 23. 1871.

1871. 23. 1871.
1871. 23. 1871.