M.R.O. 14—18,000—27-9-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 234 Press ~~Mis.~~

142-143

Dated 7. 2 ~~19~~ 1864

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 8th February 1864.

No. 142. Read the following Proceedings of the Board of Revenue, dated 22nd January 1864 :—

Read again letter from the Collector of Malabar, dated 17th August 1863, in Board's Proceedings dated 3rd September 1863, No. 5,523.

Read also the following letter from G. A. BALLARD, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Fort Saint George, dated Calicut, 28th November 1863, No. 259.

SIR,

1. I have the honor to acknowledge Board's Proceedings of 3rd September last, No. 5,523, and to enclose two Statements* taken from the Cardamom Renter in consequence.

* Enclosures Nos. 1 and 2.

2. The Renter was absent from Calicut when the Board's orders reached me ; the necessity of a second reference to him, and my absences in the District, have delayed the submission of this letter.

3. I regret the Renter's statements are not more satisfactory. The facts are misrepresented; and it will be seen that when he assents to arbitration, he does so conditionally on his "Partner's" assent, thus reserving a loop-hole for farther objection and delay. Government has nothing to do with the so-called Partner, and I do not think he should be recognized in any way.

4. I have good grounds* for stating that though the Farm may not have been as profitable as was expected, and though the transactions of Fusly 1272, had the full Kists been paid, would have resulted in a loss of some Rupees 800, as the Renter has not paid Rupees 7,000 of his Kist, he has a net profit on that Fusly of some Rupees 6,200.

* Vide Memorandum, Enclosure No. 3.

5. The last contract with certain Setts that the Renter lays so much stress, only purports to have been made between June and August last, when it was well known that the immediate abolition of the farm was in contemplation ; that Police aid (in the Renter's acceptation of the term) would not be afforded the Contractor ; and that the Contractor himself was deep in arrears of Kist.

If either party incurred liabilities under such circumstances, clearly they cannot make them the ground of claim for compensation from Government.

6. I have only to repeat that I consider the annulment of the lease and the relinquishment of the demand of Rupees 7,000 due on the rents of Fusly 1272 a fair settlement of the question, and to recommend that it be adopted.

7. The only other course is to refer the matter to arbitration. I beg to be favored with early orders on the matter.

P. S.—The Petitions noted are returned.

Nos. 1,954 and 2,781 of 1863, from Kaiyat Govindu Menon, Cardamom Renter.

1. Ordered that the above papers be submitted for the information of Government, with reference to their Proceedings dated 15th July 1863, No. 1,301, Revenue Department.

2. The Board see no prospect of inducing the Renter to relinquish his lease on reasonable terms, and consider that the attempt should be abandoned.

3. There seems no reason whatever to suppose that the Renter has hitherto suffered any loss, although his profits may possibly not have been so large as he anticipated ; but he seems to have made no attempt to establish his legal right under the Farm, and apparently contemplates no action in this direction.

4. He is heavily in arrears with his rent for Fusly 1272, and the Board leave it for the consideration of Government whether cancellation of the lease shall be ordered as the "punishment" provided at the close of the lease (of which copy accompanied Board's Proceedings, dated 8th January 1863, No. 77), for an infringement of it terms, of which punctual payment of the rent at the fixed date was one.

Proceedings of the Madras Government, Revenue Department,
8th February 1864.

No. 143. ORDER THEREON, 8th February 1864, No. 234.

1. The Government had under their consideration the subject of abolishing the Cardamom Farm of Malabar in their Proceedings of the 15th July 1863, No. 1,301. The abolition of the Monopoly was advocated by the Board of Revenue, and the Government agreed with them in regard to the propriety of the measure; but as the Farm had been leased for five years, of which three had yet to run, the Collector was instructed to negotiate with the Renter for the annulment of the lease.

2. The Board of Revenue now submit Mr. Ballard's report on the subject, from which it appears that the Renter claims compensation for estimated losses arising from the abolition of the Monopoly before the termination of the lease. This claim the Collector considers to be unreasonable, and proposes the annulment of the lease and the relinquishment of the demand of Rupees 7,000 for Fusly 1272 as a fair settlement of the question.

3. The Board of Revenue are of opinion that there is no prospect of inducing the Renter to relinquish the lease on reasonable terms, and that the attempt should be abandoned. They do not think that the Renter has hitherto suffered any loss, and suggest for the consideration of Government whether cancellation of the lease shall not be ordered, as the punishment provided at the close of the lease for an infringement of its terms, of which punctual payment of the rent was one.

4. The Governor in Council considers the demands of the Renter utterly unreasonable. If he agrees to the annulment of the lease on the condition of the whole amount of the arrear outstanding against him for Fusly 1262 and for that portion of the current year that has already expired, being remitted, Government will have no objection to sanction the settlement of the matter on the above terms; but should he decline to assent to this arrangement, they direct that the lease be continued till the expiration of the period for which it was granted, and the punctual payment of the Kist enforced.

(True Extract.)

Secretary to Government.

To the Board of Revenue.

Exd. S. T. Augustin.

No. 5,523.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 3rd September 1863.

Read the following letter from G. A. BALLARD, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Calicut, 17th August 1863, No. 174:—

1. Adverting to the Board's Proceedings on Government Order dated 13th ultimo, I have the honor to state that after some communication with the Cardamon renter, I requested him definitely to inform me what he was willing to assent to, under the existing state of affairs, as regards the annulment of his lease.

2. His propositions are embodied in the enclosure. They are simply preposterous.

3. I offered him, subject to the sanction of Government, to make no demand for the Rupees 7,000 balance due to Government on this year's rent; because though there is no doubt there have been considerable profits, the profits have probably not been as great as they would have been had the decision* of the Tellicherry Court not been promulgated, and to consider the lease annulled from the end of Fasli 1272.

* Adverted to in my letter to Board dated 7th October 1862, No. 705, paragraph 7.

This the renter refuses to accede to alleging certain contracts as preventing him.

4. I am of opinion that my offer is a fair one, and that the renter will have made a reasonable profit from his transactions if it is closed with, though of course the annulment of the lease prevents the prospect of future profits, which might or might not have accrued.

5. The renter, however, is willing to submit the case to arbitration, and if the Board consider that mode of settlement desirable in preference to what I have proposed, I have no objection to offer.

6. I beg sanction, however, at once to proclaim that all Government restriction on the disposal of Cardamon produce is at an end, and that the Jenmis must make their own arrangements to protect, and are free to dispose of, their crops as they think proper.

7. The export duty on Cardamon is now 3 per cent *ad valorem*. I think the duty might profitably be increased, but that this part of the question should be considered in connection with the proposed arrangement of duties with Travancore and Cochin.

ENCLOSURE No. 1.

Statement of Kattiat Govinda Menon Wynad Cardamom Contractor.

The Cardamom Farm was rented by me for five years, Faslis 1271 to 1275. Two years have already elapsed. Three years have yet to expire. In the last Fasli 1272 the usual protection of the Police was withheld. The loss arising from this circumstance led to a dispute between me and my partner Muljee Jetta. The matter was referred to a Punchayet composed of two members, who decided that Jetta should carry on the Farm for the remaining three years, without the aid of the Police; that the profit on the Cardamom which may be obtained for three years from the Ryots without such aid, be fixed at Rupees 1,26,000; that Jetta should pay half of this amount to me, viz., Rupees 63,000; that the share of profit to which Jetta is entitled for Fasli 1272, the year in which I managed the Farm, viz., Rupees 38,000, be deducted from the above 63,000 Rupees payable to me, and the remainder, Rupees 25,000, be paid to me; that I should obtain from Government the present and future loss arising from no Police protection having been afforded for the management of the Farm, and that I should also pay Government their dues.

Tulsy Dass and Manja Kamptee.

Under these circumstances, if the Farm is to be now abolished by Government, I shall have to pay my partner abovementioned his half share of profit, viz., Rupees 63,000, and also Rupees 38,000, to which he is entitled for Fasli 1272.

Thus the actual total loss to me will be 1,01,000. But according to reason, Government should pay me as per accompanying account Rupees 1,80,000.

I would therefore make the following propositions, in order to prevent any loss to me or to Government

First.—That no Police protection be demanded by me, nor any rent* by Government for the remaining three years.

* Rupees 16,000 per year.

Second.—That the farm be conducted as at present.

Third.—The Government should pay me the loss I sustained in the last Fasli 1272, viz., Rupees 53,000 as per enclosed account, but I shall agree to receive any reasonable sum below this amount which you may condescend to determine.

If the Farm be abolished as contemplated, both myself and Government will suffer loss, and the Ryots will reap no benefit whatever by such a measure.

The Cardamom crops are watched by the Contractor's people. If the contract is cancelled and the people withdrawn, the crops will all be stolen away.

True notes of Govinda Menon's demands.

(Signed) G. A. BALLARD, Collector.

CALICUT, 14th August 1863.

Read also the following Petition from the Renter of the Cardamom Farm, No. 2,781 of 1863: received 20th August.

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1. The Renter's proposals as submitted by the Collector are certainly not such as the Board can entertain, and he does not appear to understand the position of affairs. The Government have resolved not to propose to the Legislature any penal enactment to maintain their rights in the Cardamom royalty, and in the face of the recent decision of the local Court, it is evident that the Police cannot afford any efficient aid, as even if the Magistracy punished for theft, the decision would in all probability be reversed on appeal, until at least some decision by the Civil Courts declaratory of the right in the royalty shall have been passed.

2. The Government and the Board are clearly of opinion that the Civil Courts would sustain the Government right, but they do not consider it necessary themselves to try the question, nor are they bound to do so for their tenant. If he thinks fit to institute a Suit himself, the evidence of the right would of course be available for production in the Courts.

3. The Board are not competent to pledge Government to abide by the decision of arbitrators; but the Government will no doubt be willing to accede to fair terms for closing the lease. The Renter's proposal that the Farm shall be continued, but the whole of the rent remitted, is altogether inadmissible in its present form, which the Board understand to mean that Government shall remit arrears and all future demand, and shall compensate the Renter for past losses as settled by arbitration and maintain the Farm till its close; while he is only to waive his claim to that assistance which the Court's decision has rendered useless, at least for the present.

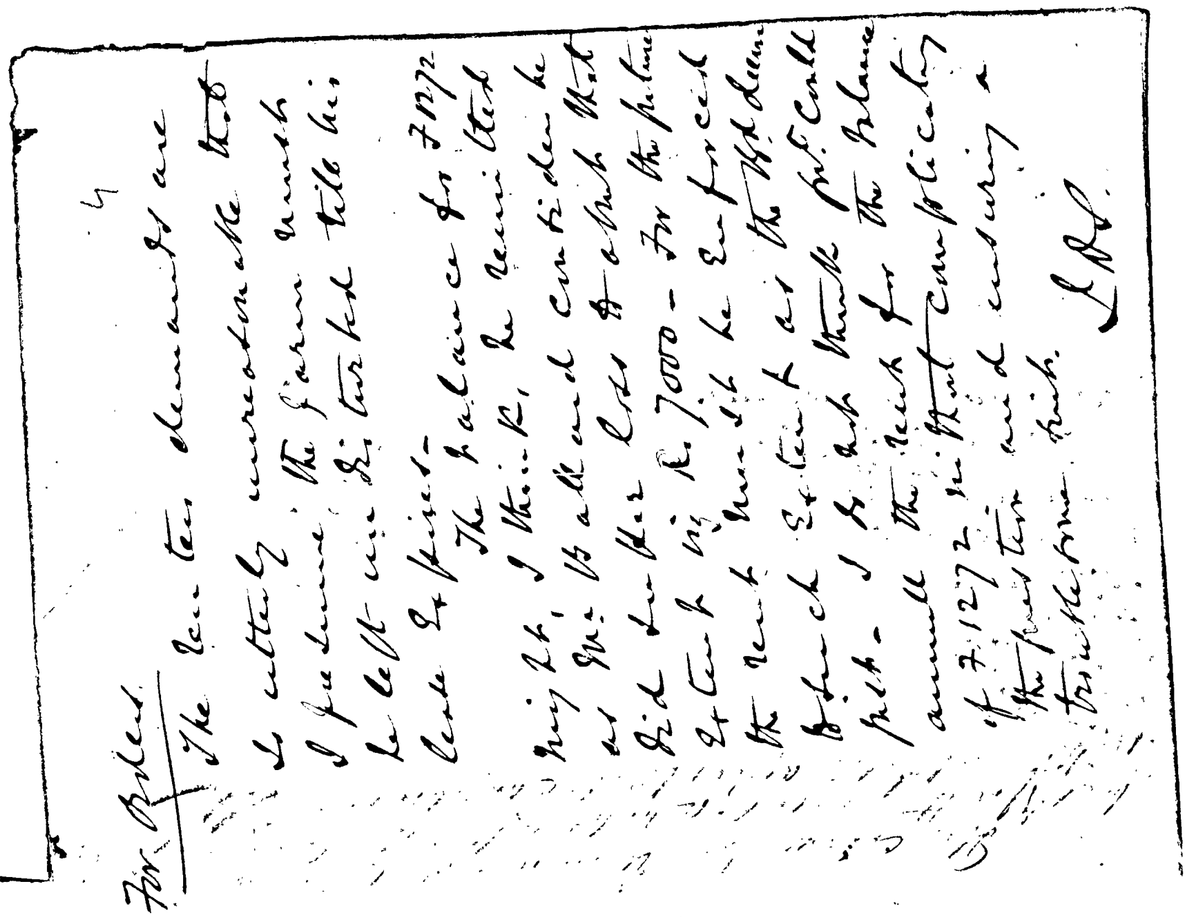
4. The farmer's Petition will be referred to the Collector for consideration with the above remarks and the Board will await his further report. He had better take down the Renter's explanation of his proposals in writing, and obtain his signature to the paper.

(True Copies and Extract.)

(Signed) W. HUDLESTON,
Secretary.

To G. A. Ballard, Esq., Collector of Malabar, with a Petition.

Exd. J. Wright.



Entered in the Proceedings of the Board of Revenue, Lower Provinces and Circuit Department, Dated 2nd January 1864 No. —

1863. Department.

Rev 198/64.

No

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 3rd September 1863.

No. 5,523.

Recording remarks on the proposals of the Renter of the Cardamom Farm and referring his Petition to the Collector for consideration and further report.

P 8th February/64

Ct No 2377

B 1142 to 1143

If the man will pay up his lease I would remit the balance of rent due - & be glad to get rid of the whole matter - but - I would not give him a dispensation for his estimated loss

R 7000 an outstand. - sup for 1272/1863 - but we are now with advanced in 7 1273/1863/4 Lagrange is probably out soon. Just

Off of Board's Discharge dated 3rd September 1863 No 5523.

D for that year two - I would give absolute arrear either for 71272 or 71273 and would re. - how to deposit money (see Rookers march 1871) if the rents would give absolute lease - If not the lease must go until it is known expires would then rents must be made & pay his costs prima. - Lindley - Jpp

lease on reasonable terms and consider
that the attempts should be abandoned.

There seems no reason whatever
to suppose that the Ryotin has hitherto
suffered any loss, although his profits
may possibly not have been so large
as he anticipated. But he seems to
have made no attempt to establish
his legal right under the Form of
agreement by contemplates no action in
this direction.

This being in arrear
with his rent for Fasli 1272 &
the Board leave it for the con-
sideration of Government whether
cancellation of the lease shall be
ordered as the 'punishment' provided
at the close of the lease (of which
Copy accompanied Board's Pro-
ceedings dated 8th January 1883 No 77)
for an infringement of its terms, of
which punctual payment of the rent

at

at the fixed date was one.

(A true Copy & Extract)

Secretary.

To

S. L. D. Jain Esqre

Secretary to Govt. R. D.

with 4 Enclosures & 2 Petitions &

Pro: 15 July/63. No 300 & 302
- 27 June/62. 408-409
- 23 Dec.r/62. 351. 352

1864 Revenue Dep.tt
Pro: of Govt 197-198. February.

Proceedings of the
Board of Revenue

Dated 22d
Dep.d 22 } Jany/1864
Rec.d 25th
E. J. Roberts
Ld

S.O No 234. 8 Feby

Submitting to Govt a Letter Dtd 2nd Decr from the Collr of Malabar on the subject of the Cardamom Rents & Leases & to request to be favor with the Sentiments of Govt whether the Leases should be cancelled in consequence of heavy arrears having accrued.

No 42.

27 Jany/64 Roberts

Ld

Ld

Dated 22nd June/64

Do

Ld

Ld

Ld

Ld

Ld

Ld

Ld

[illegible] Lease for 5 Years
[illegible] 3 Lancash
from the Collector
[illegible] instructed to re-
[illegible] with the Rent
for the ensuing
the Lease -

The Board of Rent
have called upon the
Report on the subject
from, which they
that the Tenders of
Compensation for
estimated Losses a
arising from the al
lishment of the Sun
Holy before the E
mendation of the Lords
This Claim the Collector

consider to be inc
caused and hoped
the annulment of the
Lease and the relinq
ment of the demand f
Fifteen pounds for each
1272 as a fair estim
ment of the guarantee -

The Board of Rent are
opinion that there
no prospect of induci
tenter to relinquish
Lease on reasonable
ms, and that the ab
ent should be allow

They do not think
the tenter has h
he suffered any
to and support fro
consideration

of whether or not
the Lease shall be
construed as the Lease
first provided at the
close of the Lease for
an infringement of
the terms specified
Quarterly Payment
the rent was due.

The Court will consider
consider the demand
of the Tenant whether
unreasonable: &
~~if the~~
~~suspected by the Ba~~
~~& such demand was~~
~~adopted without~~
~~ries to transfer~~
~~litigation.~~ &

Tenant agree to the
nclusion of the Lease
in the conditions
he whole amount
arrear and claim
against him
for Aug 1262 and that
condition of the current
year that has already
expired, being required
Court will have no
ediction to enforce
the settlement
the matter on the
ree terms: but
will be declined to
exert to this away
nt, Court they do
not

of the Lands be
retained till the
limitation of the
Lease for which
it was granted.
and the Surrender
Payment of the
Enforced.—

(Alaska)

In Caprice Lottie B. of Rent vs Mary Ann
Deceased

No 1115

Deserted
February.

No 234.

Proclamation of the
Sultan of Malabar
Dated 8th February 1864.

Extract Minute of 21st May 64.
No 1339 in Sec.

No 42 & 43.

Curtailment of the
Cardamom
Farm proposed on certain
Conditions.