M.R.O. 14—12,000—27-6-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 407 Press ~~Mis.~~

88 89

Dated 8 3 ~~19~~ 1864

Not to be folded or roughly handled

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

No. 88. Read the following Proceedings of the Board of Revenue, dated 23rd December 1863, No. 8,173 :—

Read again letter from the late Collector of Madras, dated 4th October 1862, No. 345, in Board's Proceedings, dated 9th idem, No. 6,786.

Letter from the late Collector of Madras, dated 7th May 1863, in Board's Proceedings dated 17th June 1863, No. 3,554.

Orders of the Madras Government, dated 12th May 1863, No. 813, and 4th July 1863, No. 1,194, Revenue Department.

Read also the following letters.

From the Collector of Madras, dated Saidapet, 23rd July 1863, No. 277.

1. In answer to the Board's Proceedings, dated the 17th June 1863, No. 3,554, I beg to point out that the Kararnamah was taken from the Moniagars only at Trivullur, while Mr. Cunliffe was holding his Cutcherry there on the 19th February 1862, and therefore the Kararnamah is described as having been taken at the Hoozoor. The Muchilkas were taken from the Moniagars and the one Ryot Ramasami Reddi who, it would seem, bid jointly with the Moniagars for the jungles when they were put up to auction at Nagalapuram on the 25th January 1862 in Mr. Cunliffe's presence. These Muchilkas were taken at Trivallur on the 22nd February 1862, *after Mr. Cunliffe had left that place* and when it had therefore ceased to be the Hoozoor. In so far the Muchilkas present a discrepancy with the Kararnamah in which Ramasami Reddi's name does not occur.

2. These Muchilkas were received at the Collector's Cutcherry, on Circuit, at Ponneri with the Tahsildar's Urzi No. 51 of the 25th February 1862, in which the Tahsildar states that he had in accordance with the Takeed of the 6th February sent for the Moniagars and other inhabitants (ఆంశస్థులను) and obtained from them Muchilkas and Security Bonds. This Urzi, it must be remembered, was addressed to Mr. Cunliffe after he had left Trivallur and *after* the Kararnamah had actually been drawn out and signed by the Moniagars *only* at Trivallur *in Mr. Cunliffe's presence.*

3. In the Urzi forwarding the Muchilkas no special mention is made of the one Ryot Ramasami Reddy, whose name is entered in the Muchilka of the Moniagar of Kotamarikupam. On the receipt of this Urzi Mr. Cunliffe issued the Takeed (printed as enclosure 3 of Board's Proceedings), dated the 20th March 1862, in which the copy of Kararnamah, the original being retained in the Collector's Office, is forwarded to the Tahsildar. This Kararnamah agrees with the Muchilkas, inasmuch as it recognises the Moniagars only as renters; and differs from the Takeed in which it is enclosed, inasmuch as this Takeed describes the Pattamoniagar and *other inhabitants* (ఆంశస్థులను) as having made the highest bid at the auction for the jungles.

4. I beg to forward a translation of the Tahsildar's Urzi No. 51 of the 25th February 1862, and a translation of the Kararnamah.

5. I also beg to forward a translation of the Tahsildar's Urzi, dated 8th April 1862. With reference to paragraph 8 of the Board's Proceedings, I beg to state that I can find no other Urzi from the Tahsildar under date the 8th April 1862 than that of which the translation is now submitted.

6. The Takeed of the 20th March 1862 is in the hand-writing of a copyist in this Office, who states that Ragaviah, since dismissed at the same time as the late Sheristadar Varda Charri, gave him the rough draft to copy. The Urzi to which this Takeed is an answer is endorsed by the said Ragaviah, the Sheristadar's confidential Gumashta, as having been answered; thus showing the full knowledge of the Sheristadar's Department of the transaction.

7. The Kararnamah was written at Trivallur by one Iyavair, a temporary Zillahdar, who states that he wrote it from the dictation of a Gumashta Ramaseshier, who had received the late Sheristadar Varda Charri's instructions for the preparation of the Kararnamah.

8. No puttah would appear to have been given to the Moniagars at the time their Muchilka was returned. I can trace no reason for this omission.

9. It does not seem to me that Mr. Cunliffe has given sufficient prominence to the contents of the Tahsildar's Urzi, dated 8th April 1862 (*vide* paragraph 7 of Mr. Cunliffe's letter, dated 7th May 1863). In this Urzi the Tahsildar clearly brings to the notice of the Collector the fact that the Moniagars alone had been treated as renters; that as such, Muchilkas had been taken from them only; the discontent of the Ryots at this course; the reasons why he supposed that the Ryots had forfeited their right to be included as renters, namely, that they had formerly objected to the terms; the mitigation of this exclusion inasmuch as the Ryots were allowed certain privileges as regards the jungles, &c., &c. In short if Mr. Cunliffe had seen that Urzi he would have refused to receive the Muchilkas, and the matter would have been set right. For the concealment of this Urzi from Mr. Cunliffe the Tahsildar Nazim-ud-din cannot in any way be held responsible.

10. I am doubtful whether I am not exceeding the Board's requisition in giving any opinion as to the share borne by the Tahsildar in misleading Mr. Cunliffe in the matter of the disposal of this jungle lease; nor should I do so if I had not had an opportunity when previously employed in this District of being well acquainted with the characters and the influence of all who are directly or indirectly implicated in the matter now under the Board's consideration.

11. The opinion at which I arrive is that the Kararnamah was wilfully prepared in the late Sheristadar's Department in favor of the Moniagurs, and in contradiction of Mr. Cunliffe's known intentions; that the Tahsildar was ordered by the Sheristadar's Department to take Muchilkas in accordance with the Kararnamah which had been signed by the Collector; that the Tahsildar had not sufficient courage to bring the whole matter directly to the Collector's notice and thereby entail on himself the enmity of the Sheristadar and the Hoozoor Cutcherry; but that the Tahsildar did in his Urzi of the 8th April 1862 endeavour to attract the Collector's attention to what had occurred but without result: for, that Urzi was not allowed to reach Mr. Cunliffe, I cannot see any ground for the indulgent view taken by Mr. Cunliffe in paragraphs 8 and 9 of the conduct of the Hoozoor Cutcherry in the whole transaction.

12. Although the Tahsildar Nazim-ud-din is much to blame for his conduct I would submit to the Board that there are circumstances in the case which deserve to be considered in determining the amount of blame to be attached to the Tahsildar.

13. I should also mention that he has for many years borne a very high character for honesty.

I have just returned from the Trivallur Talook where Nazim-ud-din has served altogether for 6½ years, and my inquiries made very carefully induce me to believe that he is greatly and deservedly respected by all classes in that part of the District. Nazim-ud-din left an equally good reputation in the Saidapet Talook where he was recently employed.

14. I beg to explain to the Board that I only received on the 20th instant the original records of the case from Mr. Boyson, and that this has caused the delay which has occurred in replying to the Board's Proceedings of the 17th ultimo.

ENCLOSURE No. 1.

ABSTRACT.—Translation of an Urzi from the Tahsildar of Trivallur to the Collector of Madras, dated 25th February 1862, Trivallur.

ENCLOSURE No. 2.

ABSTRACT.—Translation of Kararnamah.

ENCLOSURE No. 3.

ABSTRACT.—Translation of an Urzi from the Tahsildar of Trivallur to the Collector of Madras, dated 8th April 1862, Trivallur.

From the same Officer, dated Saidapet, 19th September 1863, No. 367.

1. I have the honor to submit to the Board an explanation furnished by Varda Charri* in the matter of the jungle rent of Sattiredu.

* Board's Petition No. 2,506 of 1863. Received 2nd / Returned 19th } September 1863.

2. In this explanation it would seem that the late Sheristadar considers that it was quite correct to draw out the Kararnamah and Muchilkas as they were drawn, and that instruments thus drawn out could not mislead especially as in the covering Takeed the jungles are ordered to be made over to the Moniagars and Ryots. The proposed effect of this contradiction was that if any trouble arose in consequence of making over the jungles to a few favored individuals the Sheristadar and Hoozoor servants could shift the blame on to the Talook Officials—defending themselves by the covering Takeed. This was exactly the course pursued by Varda Charri, who, at first in a Memorandum, dated 20th March 1862 to Mr. Cunliffe, endeavoured to show that the Kararnamah was not made out at the Hoozoor; but abundant proof has been given that it was taken at Trivallur in the Hoozoor Cutcherry which halted there. Indeed, the late Sheristadar does not now attempt to deny this fact.

3. In paragraph 11 Varda Charri points out that the Kararnamah taken on the 19th February 1862 was not forwarded to the Tahsildar until the 20th March; whereas the Muchilkas were taken on the 22nd February; and that in this intermediate time no order was sent to the Tahsildar to make him deviate from the Collector's order of the 6th February 1862, informing the Tahsildar that the jungles had been sold at auction to the Moniagars and Ryots and to take Muchilkas from them. But this Kararnamah was taken at Trivallur, the Tahsildar's Cusbah station (where the Collector was halted), and to the knowledge if not in the presence of the Tahsildar, who took Muchilkas in accordance with the Kararnamah three days later.

4. I hardly think the explanation repeated again by Varda Charri† as regards no notice being taken of the Tahsildar's Urzi of the 8th April 1862 deserving of any detailed reply. On a matter of so much importance the Munshi was not likely to have withheld an Urzi from the Sheristadar. Although it is marked with Mr. Cunliffe's initials in blue pencil, I am satisfied that it was never read to Mr. Cunliffe—who was an excellent Tamil Scholar; was well acquainted with all the circumstances of the subject of the Urzi; and would most certainly have taken immediate notice of the matter. This Urzi was "*burked*" in the Office; and I cannot believe that this could have been done without the late Sheristadar's knowledge. Varda Charri considers that he clears himself of all knowledge and responsibility in regard to the Urzi, because on it was written "Ghair" (meaning requiring no answer).

† Vide paragraphs 15 to 17.

5. In paragraph 17 the Sheristadar says that "if there was any evidence that the matter had come under his cognizance he could not fail to take due notice of the subject;" but another Urzi relating to the Sattivedu jungle, dated 23rd March, received on the 17th April 1862 is in my records. This Urzi is in favor of the course pursued by the Tahsildar; but clearly shows that the Collector's intentions had not been carried out, and that this had caused great dissatisfaction to the villagers. This Urzi was *not* marked "Ghair;" but was referred in writing to the Sheristadar for endorsement with reference to the Takeed (I suppose the Collector's Takeed of 20th March 1862). This Petition was brought to light by the Munshi Viziyaranga Mudali, who was accused by Varda Charri of not sending the Urzi marked "Ghair." The Sheristadar in his Memorandum of the 13th November 1862 denies also having ever received this Urzi, which was specially referred to him and required an answer. The fact that the Sheristadar did not affix his initials to these Urzis is, I submit, immaterial. He was too acute to create evidence against himself and to deprive himself of the easy defence of ignoring documents which, in the natural course of official business, must have come before him. He does not attempt to explain the fact of the drawing up of a Kararnamah in exact contradiction of the Collector's intentions except by pleading usage, and that the text was accompanied by a commentary directly in contradiction of the text of the Kararnamah itself. I confess that my opinion of the whole transaction remains unchanged by Varda Charri's explanation.

6. The whole matter might be explained by carelessness—if Varda Charri had been a careless man, or had allowed his subordinates any power. But he was careful in business, and imperious towards his subordinates. The mere assertion that he had not seen the papers might be believed, if he was a man of high and unblemished public character; but this is not the case with the late Sheristadar of this District.

Enclosure No. 1.

From V. VURDA CHARLOO, late Sheristadar of the Madras Collector's Office; to G. BANBURY, Esq., Sub-Collector for the Collector of the Madras District, dated Saidapet, 14th September 1863.

Sir,

1. Referring to your Official Memorandum of the 3rd instant, No. 284, requiring me, under the Board's instruction, to submit my explanation in the matter of the jungle rent of Sattivedu to your office, in view to the same being forwarded to the Board with the Collector's remarks thereon, I beg leave to offer the following explanation in the confident hope that it will meet with favorable consideration.

2. Having been kindly allowed by you to peruse the Native Records of the case, as well as the English Memoranda having reference to the matter, I submit that I can only explain the main facts of the case; for having no means of knowing the points on which information is required by the Board, or the particulars of the Collector's report to the Board, which I am given to understand has already been sent to them, I am unable pointedly to meet any observations that might have occurred to the Collector.

3. The main facts of the case are briefly these:

4. The jungle rent of Sattivedu, Kottamarikuppam and Chinnayettirakam was put up to auction at Nagalapuram on the 25th January 1862, when the Pattamoniagars with certain Ryots of these villages bid highest, and the sale was knocked down to them.

5. On the 6th February following, the Collector sent an Order desiring the Tahsildar to obtain a Muchilka and Security Bond from the Pattamoniagars and Ryots, on which the villagers would, it was said, be put in possession of the jungle.

6. On the 19th February 1862, when the Collector was at Trivallur for the settlement of that division the Pattamoniagars alone of these villages, four in number, appeared before the Collector Mr. Cunliffe, and requested to be allowed to hold the rent for three years instead of 10,* for which the sale had been knocked down on the ground of the rental being high. The Collector prior to the sale of these jungles had halted in October 1861 for nearly a week at Sattivedu, and in company with many of the Ryots inspected them; and though well aware that the above four individuals formed but a very inconsiderable portion of the whole body of Ryots about 200, yet he complied with their request and ordered a Kararnamah containing the conditions for felling the timber to be taken from them at once, as they were the agents and representatives of the village community, and as such had all along transacted the business of these villages with the Sarkar according to the long standing practice obtaining in the District, and particularly in that portion of the Nagalapuram division of the North Arcot District, of which the three villages under discussion form a portion. This Kararnamah was lodged in the Office.

* This will appear from the Collector's Takeed of the 6th February 1862, No. 37.

7. The above usage of the District will also be found described by Mr. Cunliffe, in his letter to the Board of October 1862, requesting sanction for defending the suit at the public cost, as also I presume in that gentleman's more recent letter to the Board communicating the result of the suit in the High Court.

8. On the 25th February 1862 the Tahsildar submitted a Muchilka and Security Bond taken from the Pattamoniagars and a Ryot, to which no objection was raised in the Hoozoor under the conviction that the whole village community had been represented, as already observed by the

above parties, and were conjointly with them beneficially interested in the lease; that the Hoozoor acted under the above impression* will also be clear from the wording of the Takeed issued by the Collector on the 20th March 1862, wherein the Tahsildar was distinctly directed to put the Pattamoniagars and Ryots in possession of the jungle in question, and to direct the Curnums of these villages to enter the rent of the jungle in the public accounts, such as Puttahs and Chittas, &c., with the annual Beriz. This was done according to the usual course observed in similar cases. A copy of the Kararnamah above referred to was only forwarded to the Tahsildar with the Takeed of the 20th March for his information.

* Note.—An impression warranted by the usage of the District in all matters concerning village communities who have generally transacted their affairs with the Sarkar by means of foremen, being usually the village Officers and perhaps a few principal Ryots, instead of each individual member being made a party to the documents that are taken in the course of the transaction.

9. Before this order of the 20th March reached the Tahsildar, the villagers on the 15th idem complained to the said Officer that the Pattamoniagars had sub-rented the jungle to strangers instead of allowing them (villagers) to participate in the rent. The Tahsildar summoned the Pattamoniagars and instituted an inquiry, when the Pattamoniagars admitted having sub-rented the jungle to others, alleging as the reason for so doing that the villagers had not consented† to the high Beriz at which the jungle had been rented. During the progress of this inquiry the Collector's Takeed of the 20th March, directing that the jungle be put in the joint possession of the Pattamoniagars and Ryots, reached the Tahsildar; but that Officer nevertheless made it over to the exclusive possession of the Pattamoniagars and a Ryot, granting an endorsement to the villagers on the 4th April, in which he refused to interfere on their behalf, and reported the circumstance to the Collector by Urzi dated 8th April. This report was read to the Collector, but was unfortunately not shown to me, as will hereafter be explained.

† The villagers however were not inquired into by the Tahsildar.

10. On the 23rd May 1862 the villagers appealed to the Collector against the proceedings of the Tahsildar, on which the Collector finding that he, the Tahsildar, had acted in contravention of the repeated orders of the Hoozoor, and the long standing practice of the District, called‡ upon him for explanation, directing him at the same time to prevent either party from entering upon the jungle till further orders. This was responded§ to by the Tahsildar. The Collector in order to satisfy himself more fully as to the prevailing practice called upon the then Tahsildar, by his Order of the 21st June 1862, to report what had been the previous practice of these villages in regard to the enjoyment of the common property, meaning whether the Pattamoniagars alone or the whole of the villagers enjoyed it on the strength of such documents being executed by the former. In reply the Tahsildar, after inquiry, reported on the 10th July and 3rd August 1862 that such properties were invariably enjoyed by the Pattamoniagars and Ryots conjointly, though the Puttah granted by the Collector stood in the names of the former alone, or of themselves and a few Ryots, and in support of his statement he also sent to the Collector a Mahazarnamah, or general Statement, from some of the villages of the Nagalapuram Division, as well as some Puttahs, Chittas and collection accounts‖ of the former years belonging to the Sattivedu village under discussion for Fuslies 1260, 1261, 1263, 1264, 1265 and 1266, which are in the Collector's records, and which I request may be referred to, and from which it must be apparent that the late Sheristadar's Department acted in the case entirely in accordance with the practice of the District invariably observed in such matters, and not from any improper motives.

‡ 26th May 1862.

§ Vide his report 17th June 1862.

‖ Though the Puttahs were held exclusively by 4 or 5, the rent was paid by several Ryots.—Vide also the Tahsildar's report.

11. It will be observed from what has been already stated that the Kararnamah above referred to, which was taken from the Pattamoniagars on the 19th February 1862, was not forwarded to the Tahsildar till the 20th¶ March following, or four weeks after the Muchilka and Security Bond were obtained by him (the 22nd February)

¶ No Order whatever, either officially or otherwise, was in the interval issued to the Tahsildar to deviate from the Collector's previous order of the 6th February 1862.

from the Pattamoniagars and a Ryot, and when it was sent to him it was accompanied by a Takeed in which he was distinctly enjoined to place the jungle in the *joint possession* of the Pattamoniagars and Ryots. Reading these two documents together it is clear that the Kararnamah was taken from the Pattamoniagars in their representative capacity, and that the instructions contained in the above Takeed were so plain as hardly to admit of any doubt.

12. In reference to the above Muchilka and Security Bond I beg leave simply to state that in taking them from the Pattamoniagars and a Ryot alone, the Tahsildar was guided entirely and solely by the established usage of the District, of which he *could not possibly have been ignorant* and that a different interpretation is now placed on these documents, which it must be perceived is not justified by the written orders issued by the Collector in the matter.

13. I beg to draw attention to the assertion of the Tahsildar, contained in his Urzi of the 23rd July 1862, to the effect that Ryot Ramasami Reddi, who also signed the Muchilka and Security Bond, was a party to the Kararnamah taken at the Hoozoor, and that he was one of the bidders for the jungle, and beg to submit that this statement is incorrect as will be apparent from the Kararnamah itself and the statement of the Pattamoniagar of the Kottamarikuppam village, dated 9th June 1862, which is in the Collector's records.

14. On the 30th July the Collector sent an order to the Tahsildar, directing him to send the parties to the Hoozoor, in view to an amicable adjustment of the matter. The Tahsildar did so on the 10th August 1862, and on the 16th idem a Pleader of the Sudder Court appeared on behalf of the villagers and requested that they might also be associated with the Pattamoniagars of the village, which did not, however, lead to any satisfactory settlement of the affair, as the parties shortly after commenced proceedings in the High Court.

15. In regard to the Tahsildar's Urzi of the 8th April, above referred to, I beg to submit the following explanation.

16. This report, like all others, was opened by the Revenue Munshi and read to the Collector, as will be evident from the Collector's signature thereto. The Munshi marked on this Urzi the word "Gair," meaning no answer. Whether he did this under the instructions of the Collector, as is generally the case, or on his own responsibility, there are no means of knowing. All the Urzis marked "Gair," which it must be observed is only done in unimportant matters, such as reports on matters already disposed of by the Collector, used to be filed on the records by the Munshies themselves without reference to the Sheristadar. But under the impression that they might contain some useful information I desired the Munshies to send me such papers, which they did for some time but failed to do so afterward's. Tahsildar's reports, referred by the Collector to the Sheristadar for disposal, are invariably marked "Sheristadar," which mark the Urzi in question does not bear. The omission on the part of the Munshi to send the Urzis marked "Gair" to me attracted my attention when the Tahsildar's Urzi of the 23rd July 1862, quoted above, was received. I then brought it to the Collector's notice, and informed him that I had never seen the Urzi of the 8th April, and that gentleman held some inquiry on the subject and sent me a Memorandum in English, dated 13th November 1862, which is in the Collector's records, and which will show that besides the Tahsildar's report of the 8th April, under notice, several others, nearly 100, mostly applications for leave of absence from public servants which are disposed of by the Munshies themselves under the orders of the Collector were also not shown to me. The Collector had therefore called upon the Munshi, who has since been made the Tahsildar of Chingleput, to account for his not having expressly brought it to his notice when he *read* it to him, as the subject matter of this Urzi was opposed to his orders, and for his *failure* to refer it to the Sheristadar, that Officer replied on the 9th idem stating that he did bring the subject matter of the Urzi *expressly to his notice*, and that he gave the Urzi to his Assistant, Ananta Chari, to be taken to me. But the latter on being questioned by the Collector Mr. Cunliffe declared that he had refused to do so as it was not his proper work, which statement was *confirmed* by the Magistrate Munshi as will be evident from the Collector's Takeed of the 14th November 1862. The Munshi was required to afford some further information in the matter of this Urzi which he did in his report of the 19th idem. In this report also the Munshi repeated that he had given the Urzi to his Assistant to be taken

to me, and that he was under the impression that he had done so. The Munshi further represented that he continued to mark the word "Gair" on the unimportant Urzis before sending them to me, though I had expressed to him my desire that I should see them before the Urzis were so marked. This I beg to submit is immaterial. If he had sent the Tahsildar's report of the 8th April to me marking the word "Gair" on it that would have been quite sufficient. But that this was not the case will be evident from the Urzi not bearing *my initials like all other papers of the kind* which had passed through my hands. These facts can be borne out by the Collector's records, as also from the English Memorandum* written by the late Collector, Mr. Cunliffe, to me, under date the 13th November 1862, which is in the Collector's records, and in which that gentleman clearly explains his opinions in the matter, and to which I beg to draw particular attention as it will at once relieve me from all blame in the matter.

* This is the Memorandum referred to above.

17. The Urzis referred to the Sheristadar by the Collector do not reach him directly. They are handed over by some one of the Munshies to the Sheristadar's Gumashta in a lump, who reads them to the Sheristadar. The probability is that the word "Gair" having been marked by the Munshi on this particular Urzi after it was read to the Collector was, as usual in such case, looked upon as an unimportant paper and lost sight of by the Munshies themselves. If the Urzi had been read to the Sheristadar or seen by him it must bear his initials *like all other papers of the kind, which it will be observed is not the case.* If there is any evidence of the matter having come under my cognizance I would not have failed to take due notice of the subject; but I feel confident, and therefore affirm, that no blame can attach to the late Sheristadar's Department, as will be evident from the two Takeeds† of the Collector Mr. Cunliffe, and from the replies, of the Munshi and of his Assistant‡ Ananta Chari, in the only official inquiry that Mr. Cunliffe ever made into the matter of the Tahsildar's Urzi of the 8th April.

† 5th November 1862.
14th Do. "

‡ 9th Do. "
19th Do. "

18. In conclusion, I humbly trust that from the above explanation, the authorities will see that no blame could attach to the late Sheristadar's Department in the matter, and respectfully request that, should any unintentional error have crept into the proceedings, the Board will be pleased to forgive the same.

ENCLOSURE No. 2—Petition.

Also Petition No. 4,158 of 1863 from V. Vurda Charloo, late Sheristadar of Madras, Collector's Office, with three enclosures.

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1. Resolved that the letters above recorded be submitted for the consideration and orders of Government, with reference to their Order dated 4th July 1863.

2. Mr. Ellis in his letter dated 23rd July last replies to the Board's Proceedings, dated the 17th June 1863, No. 3,554, calling for further explanation on certain points referred to in a letter addressed to the Board by Mr. Cunliffe, late Collector of Madras, under date the 7th May 1863, bringing to the Board's notice the misconduct of Nazim-ud-din, Tahsildar of the Sydapet Talook in the District of Madras, in connection with certain jungle rents which formed the subject of a Civil action in Suit No. 9 of 1863, on the file of the High Court of Madras.

3. Mr. Cunliffe was of opinion that Tahsildar Nazim-ud-din being actuated by "personal and improper motives" knowingly disobeyed Mr. Cunliffe's orders in regard to the jungle rents in question, by making the jungles over to the Moniagars alone to the exclusion of the Ryots as joint renters; and that the Tahsildar deserved for his misconduct to be degraded to a lower paid Tahsildarship, or to be removed to some inferior office.

4. The orders referred to by Mr. Cunliffe were contained in two Takeeds addressed to the Tahsildar; the first dated the 6th February informing the Tahsildar that Mr. Cunliffe had rented out the jungles in certain villages to the Moniagars and Ryots of those villages, and directing him

to take from the Moniagars and Ryots Muchilkas and Security Bonds; the second dated 26th March 1862 sending back the Muchilkas and Security Bonds taken by the Tahsildar, and directing the Tahsildar to place the Moniagars and the Ryots in possession of the jungles.

5. The Tahsildar instead of conforming to these orders submitted Muchilkas and Security Bonds prepared as though the jungles had been rented to the Moniagars and a single Ryot; and subsequently placed the Moniagars and the one Ryot in sole possession of the jungles.

6. The nature of the defence offered by the Tahsildar is explained in paragraph 8 of the Board's Proceedings, dated 17th June 1863, No. 3,554. The Tahsildar did not deny that he received the orders above described. He, however, maintained that certain circumstances in the case justified him in believing that the Moniagars and one Ryot only were the persons to whom the jungles were actually rented, and that if he was in error on that point the Collector had it in his power to set him right; firstly, when he sent the Muchilkas and Security Bonds to the Collector's Office; or secondly, when on the 8th April 1862 he reported on certain complaints made by the inhabitants of the villages objecting to his having given possession of the jungles exclusively to the Moniagars.

7. The further explanation called for by the Board referred chiefly to the circumstances under which certain documents specified at the close of paragraph 2 of Mr. Cunliffe's letter to the Board, dated the 4th October 1862, No. 345, had been executed. The first of these documents was a Kararnamah (agreement) taken from the *Moniagars* before the Collector himself "showing under what conditions the jungle was to be cut," and was drawn out as though the Moniagars were the sole parties interested in the contract for renting the jungles. The other documents were the Muchilkas and the Security Bonds referred to in paragraph 4 above, and which were taken either by the Tahsildar or at the Collector's Office—it was not clear to the Board which.

8. From the explanation now given by Mr. Ellis it appears that the Kararnamah was executed at Trivallur on the 19th February 1862, and the other documents at the same place on the 22nd idem—the Moniagars having it is evident remained in attendance at Trivallur till the Proceedings connected with the jungles were completed. The Board therefore agree with Mr. Ellis that the Sheristadar's Department must really have instructed the Tahsildar as to the form in which the Muchilkas and the Security Bonds were to be prepared. They desired to have information on this point; because if the Muchilkas and the Security Bonds were prepared in a form prescribed by the Collector's Office the Tahsildar could not alone be held responsible for having adopted that form.

Letter to Board, dated 23rd July 1863, paragraph 1.

9. They also coincide with Mr. Ellis in believing that the servants in the Collector's Office intended to exclude the villagers from the contract for the jungles, though the evidence which satisfies them on that point is not precisely the evidence on which Mr. Ellis arrived at the same conclusion. The form in which the several documents taken from the Moniagars were prepared is not, in the Board's opinion, conclusive evidence on that point; but looking at the other circumstances in the case—as first, that the Tahsildar from the time the Kararnamah was taken to the day on which he put the Moniagars in possession was evidently acting under the guidance of the Collector's Office; secondly, that the Tahsildar's two Urzis, dated respectively the 23rd March and 8th April, each clearly showing that the Collector's intentions had not been carried out were both treated in the Collector's Office as requiring no notice; and thirdly, that the late Sheristadar has in his defence misrepresented certain important points in the proceedings. The Board do not doubt that the Collector's Office servants really aided and abetted the Moniagars to the best of their power in carrying out their fraudulent design.

10. The Collector's Sheristadar at the time was V. Vurda Charri, the Officer whom the Board directed the Collector of Madras, in Proceedings dated 17th February 1863, No. 1,005, to dismiss; but who on appeal to Government was by the orders of Government suspended from Office for the term of one year. Vurda Charri having heard that the Board had called for further information as to the Proceedings in the Collector's Office petitioned the Board for leave to

explain his conduct in the matter. The Board directed him to forward his explanation through the Collector of Madras who, in the last letter recorded at the head of these Proceedings, has sent up Vurda Charri's explanation with his own remarks on it.

11. This explanation relates chiefly to two points; first, Vurda Charri argues that the taking of the Kararnamahs, Muchilkas and Security Bonds from the Moniagars alone while the Moniagars were in fact the representatives of the whole village community, was strictly in accordance with the usage of the District; and secondly, he denies that he saw the Tahsildar's Urzee of the 8th April 1862, or that the Urzee was ever sent to his Department.

12. With regard to the first point the Board observe that the question really in issue is not whether the Moniagars could with propriety be allowed to represent the other inhabitants of the village, but whether the contract for the renting of the jungles was on the present occasion made with the Moniagars as persons acting for themselves only, or as persons acting on behalf of other persons besides themselves.

13. It is usual in Ryotwarry Districts, when lands, topes, &c., are held by the villagers in common, to draw out the Puttah in the names of a few persons selected from the principal inhabitants; but in that case the fact that the persons named in the Puttah accept it for the other inhabitants as well as for themselves is stated in the body of the document, or the Puttah is designated by a term which itself signifies that the Puttah is given to all, as by the Tamil adjective "Samudaya," a "Samudaya Puttah" being a Puttah common to all. For the Puttah did not specify on every occasion with whom the Government actually contracted for the payment of the public revenue—the object which the Legislature had in providing that all engagements relating to the Public revenue should be reduced to writing would be defeated. When "Samudaya Puttah" are given the revenue is paid as well by those who are not directly named in the Puttah as by those who are.* If a Puttah is drawn out in the ordinary form, only the persons who are named† in it are responsible for the Government dues.

* As stated in paragraph 10 of the Sheristadar's explanation.

† Clause 2nd, Section 4, Regulation XXX of 1802.

14. On the present occasion it was the Sheristadar's duty to see that all the documents necessary to give legal effect to the engagements entered into between the Government and the Moniagars were properly prepared. It was his duty to see that Puttahs and Muchilkas (the one being the counterpart of the other) were exchanged with those persons; for till Puttahs had been given to the Moniagars the Collector could not legally enforce payment of the rent; and again, it was his duty to see that each of these documents was drawn out in a form consistent with the Collector's intentions, and with the rights of all the persons concerned. The Sheristadar did not prepare any Puttahs (Mr. Ellis cannot explain why); and with regard to the several documents taken from the Moniagars he caused both the Kararnamah (an unnecessary document in the case) and the Muchilkas to be prepared as though the contract was made with the Moniagars only, and thus enabled those persons to claim, as they at once did, a right to act as if they alone were the renters.

15. The Board however believe that the legal or regular procedure in regard to joint, or common leases or rents as described above, is not invariably followed, and that occasionally, when a lax practice prevails, Puttahs and Muchilkas are exchanged with village Moniagars as representing the whole community, though nothing to that effect may be actually expressed in those documents. In the face of this fact the Board do not consider that the form of Muchilka used in the present instance is alone sufficient to prove that the Collector's office servants were playing a collusive part in the matter. The form used was obviously defective—and thus was calculated to serve the purpose of the Moniagars; but if the other Proceedings in the case did not point to the conclusion that the Moniagars, the Collector's Office servants and the Tahsildar were all acting in concert, it might be reasonably assumed that the Muchilkas were prepared in so objectionable a form from carelessness only.

16. Vurda Charri has sought in his explanation to show that one of those parties, the Tahsildar, acted quite independently and entirely on his own judgment when preparing the Muchilka-

and the Security Bonds; and acted, it must follow, equally on his own judgment when he made over the jungles exclusively to the Moniagars. He states in paragraph 6 that the Kararnamah was "lodged in the office;" and in paragraph 8 that "a copy of the Kararnamah was only for-"warded to the Tahsildar with the Takeed of the 20th March for his information;" and then in paragraph 11 that the Tahsildar, when he took the Muchilkas and the Security Bonds, had nothing to guide him in preparing those documents but the written orders sent to him on the 6th February. He received "no order whatever, either officially or otherwise," between the date of the Kararnamah and the 20th of March. Hence, therefore, the Tahsildar could not have been misled by the contents of the Kararnamah even though that document were incorrectly drawn out; and his having while thus left to himself taken the Muchilkas and Security Bonds from the Puttahmoniagars and one Ryot alone may itself be viewed as evidence to prove what the usage really was. Paragraph 12.

17. The Board consider that this ingenious line of defence is based on a wilful mis-statement of the real facts; for in their judgment it is quite clear that the documents sent to the Collector's Office by the Tahsildar were prepared under Vurda Charri's own superintendence. Vurda Charri's explanation serves to establish that point, for he denies that the Tahsildar had any opportunity of seeing the Kararnamah taken on the 19th February till nearly a month after the Muchilkas and the Security Bonds were given, and yet the Muchilkas and the Security Bonds afford internal evidence that they were prepared by some person who was acquainted with the Collector's proceedings of the 19th February. Thus in all these documents the engagements are made for three years—the reduced period specified in the Kararnamah, instead of for ten years the period for which the Tahsildar was directed in the Takeed dated 6th February to take Muchilkas and Security Bonds. If, therefore, the Tahsildar had no means of knowing the contents of the Kararnamah before the 20th of March it is impossible to doubt that those who took that document from the Moniagars and who had charge of it subsequently either prepared the other documents themselves, or instructed the Tahsildar in what way he was required to prepare them.

18. The Tahsildar states in his Urzee dated the 8th April that he had orders given him in person to take the Muchilkas. Mr. Cunliffe also remarked in paragraph 2 of his letter to the Board, dated 17th October 1862, No. 345, that the Muchilkas and the Security Bonds "were of "course also taken in accordance with the "Kararnamah" on the 22nd idem by the Tahsildar." That those documents were taken in accordance with the Kararnamah is true; but not that they were taken by the Tahsildar if Vurda Charri's statement be true, viz, that the only instructions the Tahsildar received were the instructions sent him in the Collector's Takeed of the 6th February. The Board believe that in some sense the Tahsildar did prepare those documents and that he had instructions given him for that purpose. The effect therefore of Vurda Charri's false statement on this point is to support the hypothesis that the Collector's Office and the Tahsildar acted throughout in concert; for if Vurda Charri had nothing to conceal what reason could he have for falsely asserting that the Tahsildar acted quite independently of the Collector's Office, being left entirely to his own judgment from the date on which he received his first formal instructions? (those of the 6th April.)

19. The Tahsildar not only prepared the Muchilkas on verbal instructions; but he also placed the Moniagars in exclusive possession of the jungles some time previous to his receiving the Takeed of the 20th March formally directing him to make the jungles over to "the Moniagars and "other Ryots;" for some of the Ryots so early as the 13th March complained to the Tahsildar and prayed that they might be "associated" with the Moniagars. The Board, therefore, believe that the Tahsildar when taking the Muchilkas and when giving the Moniagars possession was equally acting on *verbal instructions*. He indeed avers that the Muchilkas and the Kararnamah were taken from the Moniagars alone. He therefore points to those deeds as his warrant; but that is a mere pretence; for as the Board have already remarked the form in which those documents were prepared did not necessarily imply that the engagements were made

* This document was taken on the 19th, vide above paragraph 6.

Mr. Cunliffe's letter 4th October 1862, Paragraph 3.

with the Moniagars exclusively on their own account. If the Tahsildar really thought that those documents could have no other construction, he might obviously to have applied for further orders; for between his only *written* instructions (Takeed of the 6th February) and this form of agreement there was according to his view of the latter an absolute contradiction which no orders (written) that he had received could account for. He did not apply for further written orders because in fact he acted on verbal instructions as well in putting the Moniagars in possession as previously in preparing the Muchilkas. Hence the formal orders consistent with the Collector's intentions were issued, they really afford no presumption in favor of the Collector's servants; for if the Tahsildar consented to carry out verbal instructions to a different effect the Collector's written orders might be easily misinterpreted or evaded; and the Tahsildar need not fear under such circumstances that the correctness of his proceedings would be officially questioned.

20. The second point to which Vurda Charri's explanation specially relates is the fact that the Tahsildar's Urzee of the 8th April was passed over in the Collector's Office without notice. This Urzee was opened by the "Revenue Munshi," a Clerk in the Vernacular Department. The account which Vurda Charri gives of the Clerk's statement regarding this Urzee differs materially from the account given by Mr. Cunliffe on the same point in his letter to the Board, dated 7th May 1863, paragraph 8. According to the latter account the Clerk assumed that the Tahsildar was merely reporting in this Urzee "a carrying out of previous instructions;" that he in consequence marked the Urzee as requiring "no answer," and that as the orders in the matter had been prepared in the Sheristadar's Department he sent the papers to the Sheristadar.

21. That the Clerk should not have *read* the Urzee and yet have marked it as requiring "no answer" are two statements which cannot both be true. If indeed he was aware that the Moniagars had designedly been placed in exclusive possession he would rightly have marked the Urzee as calling for no answer. In any other point of view the Urzee obviously did call for an answer. He doubtless did read it (for to read such reports was his particular duty), and having read it his marking it as requiring "no answer" is evidence that he was a party to the common design.

22. According to Vurda Charri's statement this Clerk when giving a written explanation of his conduct replied that he "did bring the subject matter of the Urzee *expressly to his* (the "Collector's) *notice*" and that he gave the Urzee to his Assistant to take to the Sheristadar. Mr. Cunliffe's report refutes the Clerk's assertion on the first point.

23. As to the other point Mr. Cunliffe states that he satisfied himself on inquiry that the Urzee had been sent to the Sheristadar.* The story referred to by Vurda Charri, as told by the Clerk's Assistant, is wholly unworthy of credit; but if such a dispute did arise it was only the more probable that the Urzee reached the Sheristadar; for such disputes could not take place in a Collector's office and not attract general attention. When, therefore, the Board consider; first, the usual business practice in a Collector's office; secondly, the subterfuges of the two Clerks, the one who opened the Urzee and the other his Assistant; thirdly, the nature of the Tahsildar's report; and lastly, the Sheristadar's conduct in connection with the other criminating points in the case they believe, as Mr. Cunliffe believed, that the Urzee was sent to the Sheristadar; and whether the Urzee was formally sent to him or not, they equally believe that he was privy to all that passed in connection with it.

* Letter to Board, dated 8th May 1863, paragraph 8.

24. With regard to the other Urzee referred to in paragraph 9 above Mr. Ellis in paragraph 5 of his letter dated the 23rd July 1863, No. 367, has fully explained all the facts connected with that Urzee. The Board will not therefore enter into the same details. They think that Mr. Ellis's remarks on the late Sheristadar's defence are well founded; and that the fact of *two* Urzees (both similarly calculated to defeat the scheme imputed to the Office servants) having been suppressed in the Collector's office greatly strengthened the presumption that the office servants were acting as assumed in collusion with the Moniagars.

25. The Board will now turn to the evidence against the Tahsildar Nazim-ud-din. Mr. Ellis submits that although Nazim-ud-din was "much to blame for his conduct" there were

circumstances in the case "which deserve to be considered in determining the amount of blame to "be attached to the Tahsildar." He believes "that the Tahsildar was ordered by the Sheristadar's Department to take Muchilkas in accordance with the Kararnamah," and "that the Tahsildar had not sufficient courage to bring the whole matter directly to the Collector's notice "and thereby entail on himself the enmity of the Sheristadar and the Hoozoor Cutcherry."

26. Mr. Ellis further urges in the Tahsildar's favor that "he has for many years borne a "very high character for honesty, and that in the Trivallur Talook, in which he served for 6½ years, he is greatly and deservedly respected by all classes."

27. The Board are of opinion that Nazim-ud-din was guilty of duplicity when he pointed to the form of the Kararnamah and Muchilkas as sufficient evidence that the contracts were made exclusively with the Moniagars. They also believe that he lent himself to the scheme in favor of the Moniagars, knowing that in doing so he was acting contrary to the rights of the villagers and to the intentions of the Collector; but they think it not improbable that from a mere want of moral courage, as stated by Mr. Ellis, he was led to act a subservient part in the matter. It is in their judgment quite possible, considering the good opinion the Tahsildar has gained for himself among the people, that the more fear of offending the Collector's servants induced him to act as he did.

28. The Board having thus explained, after much anxious deliberation, their opinion on the whole case would beg the Government, if they think the Board's views correct, to decide in what way the misconduct of the Tahsildar Nazim-ud-din and of the late Sheristadar V. Vurda Charri should be dealt with.

29. Mr. Canliffe observed that it was "unfortunate" that the Tahsildar's Urzee of the 8th April had not been answered; but he was "not of opinion that the omission arose from a cor-"rupt motive on the part of any of the Hoozoor servants whose share moreover in the transaction, "whether improper or otherwise, was distinct from that of the Tahsildar who, as his local agent, "was bound to carry out the orders issued to "him."* The Board for the reasons already given cannot thus separate the Tahsildar's conduct on this occasion from that of the Hoozoor servants. It is doubtless true, as an abstract fact, that the Tahsildar was bound as the Collector's agent to carry out the Collector's orders; but it is equally true that the Hoozoor servants may have had the power and the will to interfere and by such interference may have prevented or persuaded the Tahsildar from following the course which duty prescribed to him. The Board therefore in attempting to determine the amount of blame due to the Tahsildar have deemed it necessary to take into view the conduct of all the persons who could have had any concern in the case. They have given their opinion on the evidence with special reference to the Tahsildar as the person immediately accused, and to V. Vurda Charri the late Sheristadar as the responsible person in the Collector's Office; but they must not omit to observe that the Clerk referred to in paragraphs 20 and 23 above (who has since been made a Tahsildar) ought in their opinion to be held individually responsible for his misconduct in connection with the Tahsildar's Urzee of the 8th April.

* Paragraph 9 of letter to Board, dated 7th May 1863.

The 1st Member, who has expressed his views in a separate Minute, desires that it may be recorded that he is not a party to these Proceedings.

No. 89. ORDER THEREON, 8th March 1864, No. 407.

The Governor in Council has carefully considered the papers submitted by the Board, and is of opinion that the Tahsildar acted under a misapprehension of the Collector's intentions originating in the manner in which the Bond or Kararnámah was taken in the Collector's Office, and that there are no grounds for holding him or the other servants of the Collector's Cutcherry guilty of fraud and conspiracy.

(Signed) J. D. SIM,
Secretary to Government.

to be held individually responsible for his misconduct in connection with the Tahsildar's Urzee of the 8th April.

3. The first Member who has expressed his views in a separate Minute, desires that it may be recorded that he is not a party to these Proceedings.

(A true Extract)

Secretary

J. D. Sim Esqre
Secretary to Government
Revenue Department

No. 3163.

In the Court of Chancery

Between

A. B. Plaintiff

and

C. D. Defendant

Proceedings of the Plaintiff's Solicitor

Filed 25th January 1863.

Bill

Subpœna

Affidavit of Service

Submitting the Plaintiff's motion on the conduct of the Solicitor Plaintiff's solicitor in the matter of the Solicitor's bill of costs.

No. 88.

Recd 14th April 1862
Land Deptt. and sent Records

No 1560/1862 10½

Translation of an Urzi from the Tahsildar of Trivallur to the Collector of Madras dated 8th April 1862. Trivallur.

One Kodandaramaiyer of Madras having presented a Darkast for the rent of the Jungles belonging to Sattiveda, Kottamarituppam, and Sinna Yettivakam, the Maniagars of those villages were enquired into and a report submitted by me to the Huzur During the Annual Settlement of the Fasli, when you were present at Nagala-puram, it was sold at Auction to the Maniagars of the above villages at 300 Rupees per Fasli and on their request, the rent was extended at the same rate for three Fasties from the Current to Fasli 1273 for 900 Rupees, a Kararnamah being taken from them guarding against the destruction of the Junge. I have also, in pursuance of the orders given me in person to

to obtain and forward a Muchilika and a security bond for each village, fixed the Beriz for each village by means of the Manigars and obtain from each of them a separate Muchilika and security bond and forwarded them with my report dt: 31 of the 25th February. Final orders on the subject were as yet not received in dt: 88.

Meanwhile, Pattu Rajah and others, ryots of Collamarichuppam and Chinna Pillichavadi appeared before me and complained that the Manigars having rented from the Sarkar the Jungles, which they had well preserved for the purpose of agriculture prevented them from entering into them and subrented the same to one Sreerungum Subbaraya Mudali residing at Madras, and that the latter was felling wood in the Jungle and requested that it may be rented to them for the same amount.

In the enquiry conducted to ascertain the truth of the Complaint, the Manigars said that as the Kist for march was due, they subrented the Jungle with a little profit over the Beriz fixed in the Sarkar, to one Sreerungum Subbaraya Mudali residing at Madras and were thus enabled to pay their Kist, that the subrenter therefore entered upon the Jungle and was felling wood, that the other ryots did not agree for the sum at which the sale was knocked down stating that it was high and that now there is no objection to the ryots cutting wood and leaves for agricultural purposes, and grazing their Cattle therein.

As the ryots obstinately persist that no one should interfere with and cut the Jungle and that it should be divided among them Contrary to the intention of Government, it is difficult to direct the Manigars to take the ryots also into their lease. Moreover, during the last Fasli, when Darkasts were invited, they were

were indifferent, but now brought forward a Complaint when they saw that there was little profit in it. As the people have agreed to let the people have what they want from the Jungle for agricultural purposes, more especially as the subject has been finally settled I have passed an Endorsement on their Urzis stating the reasons and intimate the same to you.

(signed) Fatimood Doon
Tahsildar

For Orders

In this case the Talla
Thave read over these Papers &
Sir Malthby's minute, and
my impression is unfavourable
of the petitioners claim
left to the Tahsildar & the
Moonshee. The ryots seem
by the Collector appear to be as
stated in that in destroying
their crops, all together, &
at variance with their deed
pretence; and in maintaining
that he was right in so doing
I cannot hold the Tahsildar
have acted simply under
a mistake -- the question
of the Adowlah fees &
others must go for nothing
as being the product of some
thing done under the
Tahsildar - should therefore
punish but Tahsildar &
Moonshee but to extent
of the punishment
depend at present

I take any much the
same view as Sir
Malthby has done, and
shall content his self
seems to me must

chadras the petitioners
rented and certain pro-
to the Sangars &
Ryots of the villages in
which they are situated
and the Tahsildar made
sums over to the Sangars
The Tahsildar is
alleged to have disobeyed
his orders at the second
investigation of the facts
Tahsildar - and the object
of the present reference
is to determine the fact
of the different parties

Lieut. Colonel Walker
Political Resident
Cutch

Bhooj 15th June 1824

Received 21st June 1824
Answered 22nd June 1824

Lieut. Col. Walker
Political Resident
Cutch
Bhooj

13x

The Harrismark
Taken in this Chris
for Lewis Leopard
by the Magistrates &c.

B.

and Pipes of each kille
and forward them back
a report" when ordered
would be sent for put
ting them in possession
of the jungle

The Pointers appear
subsequently to have ob
tained to so long a leave
from the Collector as to
the reduction from 4
to 3 years.-

On the 19th instant a hon
was taken in the Collect
presence at Trincomalee
restraining the natives
from discharging the
jungles during their lea
or 3 years. This Hon

Hararmaine A or

This will be found
in cover marked B.

[illegible] received by the
Chairman only and was
read especially to the
Jahsildar on the 20th
instant.

On the 25th instant
the Jahsildar writing
was given [illegible]
to himself in the presence
of the undersigned the
Deputy and his writing
was [illegible]
the receipt of the Chairman
Gaon" which
[illegible] after reference
to the records of the
Gaon of Deoli and the
Deputy Inspector
[illegible]

This will be found
in Cover marked C

147

The Jahsildar
Urges 25 Feby 82
Sending the Mu-
chilkas & the
Coles

C

of these Manuscripts
2 were in the name of
the Rukka Manigars and
and the third in the name
of the Rukkad Manigars
and a single report the an-
nexed Letter was attem-
ted at the sale.-

On the 20th March
the Collector replied to the
Magee stating again that
the Rukka manigar and
other report had caused to
inquire, and that as they
had executed a Karar-
namah and Kabuliat
as well as given se-

This will be found
in the Rukkad Mss. of
17 June 63. Marked
A.- It is "Encl. 3."

the succession

The Jurors upon their
oath have received from
succession from the Tah-
sildar on 4th April

On the 8th April the
Tahsildar reported
that the road had com-
pleted to limit of the
Sangsirs excluding two
from the jungles, which
they had consented to
a person at Ramrao
and stages that the
road might be given
to them. The Tahsildar
added that it was
useless to check the

This will be found
Miscellaneous
in Cover marked D

[illegible]

The Tahsildars
letter of the 8th April
showing that he
had given the
Contract to the Sangsirs
only.

This is the one which
the Rev. Mr. Sandberg
marked "Glass"
i.e. No answer

D

[illegible] and Executrix to
the report with them in
their hands; that in the
premises they the report
were indifferent to the
[illegible], that they would
forward because they
can that came profit
was to be made and th
as the members had gr
to let them have [illegible]
and award for agricu
[illegible] purposes he has
seen in cause for in
+
reference. This orde
was shewn by the Pla
Mandate to [illegible]
as it bears his initi

+ This complaint was
preferred on the 15th March
and settled on the
4th April, so that the
Jailor had already
had the Clerk's
order of the 20 March
before him at the
time!

It was evidently not
read to him or he would
have detected the de:
parture from his
Official orders. The
character marked it
as requiring no orders
under the impression
as he states, that it
merely reported the
fulfilment of orders
which are contrary
to the Chamberlain, he
discovered that he must
have it. The Principle
was satisfied on en:
quiry that the papers
had been sent as al:
... to the Chamberlain

15+

Copy of Reports
of 23 May 1862
which reported
the whole affair

E

Mr Ellis entertained
the same opinion.
Notice was taken
of the wager, but in the
the regular course
to the Collector, who
upon ordered the Tax
either to prevent the
entry of any other bill
with the single and re
quired him to explain
why he had taken the
cheque from and given
possession to the Re
spondent - The Tax
Collector in reply main
tained that the cheque
had been given

This will be found in Cres Marked E.

This will be found printed at Qual: 4 in the Bth part: 17 June 63 marked A & in Cres F

the Manager according
to his notes and repeat-
ed to the Paramount
and Broadcaster, and his
various visits thereto
which he had made.

Counsel for the Co.
then brought the mat-
ter in the High Court
to the Petition which was
decided in favour of the
latter - the Counsel
considered that the ap-
pellant assented to the
canal and therefore
workmen had trespass-
ed and were entitled
to notice and consid-
eration to a Com-
pensation that
then

v. G.O. Jud. Dept
27 April 63
marked C.

the Advocate General
in his report on the
the High Court
considered that the appellant
has been acquainted
with nature and the
limitations under
to the petitioners building
Engine -

The Court considered the
the Petitioner
first entered from the
East Sherikaon and the
he has not sufficient
Canopy to drain the
whole water directly
to the Petitioners Engine
though he admitted to
flow by the surface of
the Land which was
purchased by the

[illegible] the Collector
under. before whom
the acted counter to the
Cato the secret nature
wherein he was to act
thought it needless to en
quire — he likewise affirm
that he had not the co
rage to acquaint the
Collector with the false
Hough he tried to face
Vincent does not ex
quite twenty years of
age of the 8 the express
reached the Collector
Board have received the
from appears, and he
know that it must have
through the hands of
their under which cir
Hyo and he does
Gordon in his evid

In D

Exhibited before the Commissioners of Customs 23 Dec.r 63. Marked H.

Mr Hyde

In this view the Board generally concur

It is quite evident that in this case the Collector's Measure is clearly restricted to Seizures there made or act at nought by his Commissioners.

The first observation

Case in the Exhibition

[illegible] learned--

The terms of the argument and consequent exposition--a bold assertion of the correctness of the course he had adopted, seem also opposed to the view of the Chancellor conducted, and the direct general negative" &c. "more clearly against the Collection on the trial". Moreover the argument cast in after he had closed the Counsel's address, and when he had taken his seat was--

The real question is

the ends of the Constitution were sufficiently clear and precise? If they were, the Chancellor was manifestly guilty of the grossest misbehaviour of which a Judge could be guilty--the Bench the Bar and Spectators were cast in the dark by the Judge's withholding from the Counsel, for whose instruction he undertook any thing, what he ought to have explained explicitly and plainly. How could it be discovered that on the explanation the Counsel

all attempts

A

the Collections within mentioned
of February and March
and he must have known
full well that of the
various documents
the ones most likely
to have been used
by the Collectors and to
carry the reference
his mention, that of
Enclosures. He must
also have known that
it is by no means
usual to deal with the
Records, as such like
the French or the Re-
membrances of the Lib.
& Commissioners and

no
clearly intended the
to participate in the
the actual inference
was that the Commissioners
in this case acted in
reference to the
rendered the Right
finally determined.
Circular appeal
for donations
on the Collectors for
I believe he must have
known that he was
wrong and we be attacked
in this story when
with the right Commissioners
think he should be dis-
pleased - the address
General Com. no. 2
Collectors &c. &c.

G

set the wife of the
petitioner was more
than the corruption
of the Petitioner.

It may be as further
and the said Captain
that the Petitioner would
make a great addition
from the Petitioner
whom he was exposed
to offence. but there is
no proof of any such
coercion or threat
and the petitioner
such a plea would at
the very extenuation
from the obligation of
lawfully performing his
duty to the electors which
exposed to his contempt
his fears.

In the present case
the plea of partner in
petitioner because the
petitioner persisted to
vast in soliciting
the portrait of his wife
such votes as otherwise
though if the plea be
such be much lessened
human that he was
nity of grace de
petitioner from the
the plea in fact pre
the Petitioner crime
from disobedience
and to persuade
petitioner and perfe

The next person
the Rev. Francis
[illegible]

should have replaced
the whole expression pressed
through his lungs, and
had he resisted to the
Collection, the Panicle
would at once have
seen that his assailant
was discharged. The
Chief of this Department
the single question requiring
no answer. It is quite
clear that if any Se-
cret conspiracy existed
the Examiner was aware
both, and under any Cir-
cumstances it was against
Justice Breach of
duty - He dismissed the
Cadets and his further
Report must be read
the decision of

His Explanations
with Colls. orders &
Notes will be found
in Cover marked I.

A 1 — 9.

Can have the candour
the third party confi
called in the Investiga
to the last Observation
Testimony. He
charged with having
the Uniform of the Ma
appears - with drawing
included the Cadets
to prepare the Examina
for in the course of the
Charges and questions
of the Cadets upon
receiving this Packet
The Panicle comes
first that his Office
Instructions were not re
packed by Inspector
Cadets the Examin
Commissioners the

A¹
vol 3

Sheriffs Mr Argt
that the evening of
the 29th March in
preceding the Tuesday
to place the prisoner in
the possession of the
Chaplain and after
that the evening when
who were the real cause

II The Sheriffs Counsel
Tries in the name of the
Chaplain and a simple
right The Sheriffs
prick this in the same
way

III The suppression of
the Tabbill
of the Tabbill Angel who
had been brought the
Tabbill and then to light

B

very much
the case against
him is entirely
circumstantial
I The Circumstances
are taken from the
Prosecutors only. He admits
that this is the usual
course and is very much
inclined to think that
it is so, and that in
such cases the Chaplain
does act as the agent
of Sheriffs Officers for the
sitting Communicating the
Tabbill and received in return
their presence and he
must have seen that
one more only Chaplain
was there. The

D

~~The Engineer~~
This Urgee
to already checked and
marked by the Headsman:
the as requiring to be
over and done the Com:
Officer Richard Chrom:
Officer was entitled on
enquiry that the Head:
Chief and sent the urgee
and all the papers
to the Shenkadar. The
latter then sent
over this to me.—

the latter urgee was
also received by the
Headsman and was marked
by him for enquire:
ment with reference to
the Civil Com: from
the Chief

A. 14

D

He says that all urgee
or "No answer"
Marked fleur" are sent
filed on the record
by the Headsmen with
such reference to the Shi
ckedar; that the Tah
sildar is responsible
for the Headsmen for their
work are invariable

marked "Shenkadar,
which word the urgee
in question does not
bear— that when the
Shenkadar's replies were
dated 23rd of June 1862
called him to attend
to the Collector that
urgee of the 8th April
had never been ob-

to him - that the Collector inquired into the subject and found that this and a number of other urgees had never been sent to him (the Chancellor) that the Kinnaird had the Urgee and that he had given the urgee to the Accountant to take to the Shroffkhana - that the Accountant on being questioned by the Collector stated that he had refused to take the urgee as it was not his proper duty to do so - that previously the urgee after having endorsed "Shroff"

was last night by the Kinnaird Hamal Coco and that if the urgee had been sent to him or seen by him it would have his initials.

In disproof of the allegation that the omission of the Shroffkhana's initials is any evidence of his not having seen it or that the word "Shroff" was of material consequence he alleges about these jungle urgee about these jungle which though referred especially to the Shroff, bear by endorsement and not marked "Shroff" have not noticed by the Kinnaird and does not bear

This will be found in Cover Marked J.

his initials.—

In this proceeding the Shershadar replies by denying that he ever saw the Petition either, that the word "Shershadar" on it is written in a different hand from the indorsement and under-lines of all words save the Endorsement. and that the Register thought concerning the Endorsement has not the word "Shershadar" as aforesaid. Denying that the entry of the Letter was made and the Petn was accepted. Lastly. Therefore the Petitioner

and the Register - The former has the endorsement "Endorsed according to Order" and under this is a different hand the word "Shershadar". The Register gives the endorsement but not the word "Shershadar" which appears to be in the other words thereunder.

This appeal was not from the Shershadar (as the Lower Court) but from certain Zemindars who prayed that the Ryotwar might cease

[illegible] the reach. It was
in fact in person of the
Tahsildar rich, such if
rent would of course
have shown the Ryot
that his name had been
discarded. The Lease
is dated 23rd March.
The Patta mark shows
the receipt in Kadan
on the 4th April 1911
& is marked by the
Chinese Karnakar
as received 4th April.
The agreement
was dated 4th April
were necessarily in the
Karnakar's hands

J.

D.

A. Ord 3

J.

at the same time - but
this are treated differ-
ently. This one which
is in person of the Tah-
sildar - is marked "En-
dorsed according to Tah-
which takes under the
Tahsildar to put the Ryot
also in possession - If
read at all to perform
Ryot he would of course
quite agree to such an
endorsement, as it was
in fact telling the Ryot
that their request to take
the right out of the ent-
was withdrawn by G.—

The other paper
which the Tahsildar

D

plainly said he had
kept the rent & not the
rent- had entered
"Share" requiring no
answer"- The latter
could not have been
read to Mr Sandiffo
or he would have de-
tected the whole in-
crease- The indorse-
ment on both were
by the Revenue Com-
mee, and I think they
show clearly that he
was bookkeeping
the Collection- I do not
think that the receipt
of the Rents (Dated
23rd March) by

J. the

Therefore
the ~~Executor~~ is entitled
thereto- the fact that
the word Executor
is in a different hand
and that there is no
Executor entry in the
Register- though the
Letter should be read
in the presence of the
Executor- is not conclusive
in favour of the Share-
holders- they must still
prove their case-
Such testimony is
not to be looked
for- other evidence
there must be
Executor of the
Executor really ever
existed the Shareholders

D

der.

This urges as already stated heard the word "Chair" in the Chamber chandelier and has not the word "Chevaliers" on it.

It seems that in April 1891 the Secretaries wished to argue having marked "Chair" before he had seen them - For some time all argues were sent to him, but after awhile only three marked Chevaliers were read and did when the numbers reached more than a hundred

I.

received. Their were found which had not been taken to him at all owing to a dispute among the assistant Examiners as to whose duty it was to take and read such papers. The Solicitor blamed the Chevaliers for not requiring explanation from the Examiners, whereby found that all argues were not sent to him - but

that he thought some
but more reading before
such as Evans of
absence he would
be kept from him, after
his complaint: I do
not see how after
this judgment it
can be said that
this writ ever vested in
the Sheriff. The
writ does not bear
that mark and the
Constable says that any
writ bearing it were
sent to him and fur-
ther it is endorsed
"no answer" by the
Plaintiff's Solicitor

In I.

which was likely enough
to be so if the being
thrown aside. Stephens
Liabilities, I think, are
in the Chancellor's fa-
vour.

The case as against
the Sheriff is one
in I to have before
the order of 6th July
quite correct i.e. for
a joint rent to Thompson
and Eyots, but to have
taken the Kanawha
mark from the Hous-
yard only, as to use
like the latter to mark
the jumps which he own
some himself by refer-
ence to the order of the 6th July

A civil 2

A

B

A

II To have given the Collector correct instructions to be taken from entries from the Manjars and to place them in safe custody which be again provided for his own safety by causing the Lock the Manjars will be correctly drawn and directing him to make the single entry to the Manjars and Zyats.

III To have enquired into the wages which would have directed the whole transaction

A. Sec 3.

D. & J.

B.

31

already elected was taken in the presence who must have seen that the Zyats were not present and parties to the Execution, and who knew the reason for their absence.

V. Collector not to be called upon to F

H.

taken after the Entry every light Circumstance and the Board cannot deem that they form a part in the present instance sufficient to frame that the Collector's office demands merely stating a collected [illegible]

The subscription of the
Jurors has been already
fully noticed above.

It will be observed
that none of the Jurors
concerned with Isaac
the Shoemaker although
he is under examination
and is to be tried under
Act 2nd another Act
and that he sought
on the Collectors side
in the trial — There
are other Jurymen
which will fully
explain the whole
matter — but that the
Jurymen mis understood
him the Collector

Gloucester Circuit

A Crim. Con.

and acted erroneously
but still he knew that
this is barred by the
plaintiff knowing of the
Collectors orders — by
the discovery of the
Collectors intentions,
by the questionable
Juror of the 8th April,
D[illegible] — [illegible] unnecessarily & [illegible]
— [illegible] that he had done
in such a manner
as not to make
any reply or notice and
by the fact that D.
two such papers the
[illegible] made unnoticed —

In my opinion both

I have gone carefully into these papers & am of opinion that the Collector should have not been guilty of conspiracy & fraud regarding the Jungle rent of the 3 Villages in question.-

It seems to me that the whole trouble arose from the Putta Koneyars endeavouring the Jungles to Sobanaya Koodilly of Thadeer & wishing to appropriate the profits instead of sharing them with the ryots.-

This led to a complaint from the ryots upon which the Collector declared that they shared the lease with the Putta Koneyars & that the sub-lease executed to Sobanaya Koodilly by the Putta Koneyars only must therefore be cancelled.-

This again led to the suit in the High Court brought by Sobanaya Koodilly against the Collector - & thus the matter assumed a magnitude & importance which intrinsically it does not deserve.-

Tahsildar and Revenue Inspector should be dismissed and the Cuddalore Tahsildar is entitled to the Reward verdict of not proven.

Sankaran does not agree with his colleagues but procured his own private minute - he considers the Collector responsible but wants good weight to the good character given him by Mr Ellis. He considers that the Revenue Inspector and Tahsildar are guilty of fraudulent & undue gain to the Shirestadars

[signature]

The case seems to be this - the Karnam & Vilayan
reported to Head Police Constable that the Pakkam
Servants had cut down a number of trees in the
Jungles belonging to the Konigars & had removed
them - Upon which the Head Constable made a
Report to the Tahsildar on 5/12/03

- With regard to the Govt. Servants against whom accusations have been preferred I shall commence with the Tahsildar -

- A corrupt motive is attributed to this Officer for having made over the Jungles to the Putta Konigars only - But this conjecture rests on supposition only - no proof is adduced of it, and several circumstances, in my opinion refute the accusation. - If for instance the lease of these jungles was so good a thing that the Putta Konigars were anxious to obtain it by offering a bribe sufficiently large to tempt a Tahsildar to a declaration of duty with all its risks how is it that the Putta Konigars themselves (or the Karnam for them) applied for the lease reduced from 10 to 3 years?

Again if the ryots of the Village were acted unfairly by in such a matter the Tahsildar well knew that they would not be quiet & that their complaints would inevitably lead to the detection & redress of the wrong.

- Another consideration is that the jungles were put up to auction before the Collector & not in the Tahsildar's cutcherry, which circumstance renders it unlikely that the Tahsildar would venture to tamper with the proceeding. - Finally a servant's character ought to have weighed when a charge is brought against him on supposition & here he has an Officer who is admitted by the respect by the people & who stands high in the favour of his superiors.

It seems true that the Tahsildar misunderstood the intentions of the Collector - that his misunderstanding was honest & that it was justified by the circumstances.

The Pattakonigars only bid at the auction - the ryots had previously shown no wish to rent the jungles - the Board's Karnam made against stopping the forest trees was taken on the Collectors Office from the konigars only - and Mr. Cunliffe's letter shows that the Tahsildar received instructions to take the Kachilla & Security Bonds "in accordance with the Karnam's remark."

The case stood thus - the Collector looked on the Konigars as representing the Villagers as well as themselves - while the Tahsildar understood them & the leases of the jungles, the ryots by contuming & have their usual privilege of fuel & pasturage -

- See no traces of collusion between the Tahsildar & the servants of the Collector's Cutcherry, or of dishonest misinterpretation of the Collectors orders on his part - His proceedings appear correct & he explains the explanation which he gives, & appears

Revenue Department-

Vo: 407. 3.

Proceedings of the Madras Government dated the 8th March 1864

Read the following Reports of the Bd of Revenue-

Proceedings of the Board

Submitting their remarks on the conduct of the Sahukar Razim uddeen in the matter of the Sathavaram Engagement-

(Received 23rd March 1863)

The Governor in Council has carefully considered the papers submitted by the Board and is of opinion that the Collector acted with proper discretion in the Collectors interference does not appear that there was any ground for holding him or the other servants of the

originating in the manner in which the Bond or Kowlanamah was taken in the following office

* I allude especially to his conduct before the Police Court, where he admitted that he was fined for the same offence by the Collector of Salem, but that the fine was remitted on his representation that he had been misled by the Talliary

to have shown a consistency of purpose throughout which argues his conviction that he had acted honestly & to the best of his judgment.-

The misinterpretation of the Collectors intention seems to me evident, & as it has been set right I see no occasion for the matter to go further.- Parkes thing is not a decent one as shown I have been able to place much confidence, but I see no grounds of suspicion against him on this occasion.-

The Tahsildar's urzee of 8th April bears the collectors initials, which shows that it was sent to him.- Under these circumstances the Collectory (for its being "recorded") Thereby cannot now be called to account especially as Mr Cunliffe (who has left India) exonerated his office servants from all suspicion of corrupt motives.- Mr Cunliffe was an experienced Collector - well acquainted with the Vernacular of his District - & the whole matter seems to me to have been a misunderstanding & not a fraud - View the case in this light & all is clear & simple - Take an opposite view, and all is perplexing, complicated & full of improbabilities.-

My first impression is that of the Pattakarrigar had not subscribed the jumpler, or if after subscribing them they had shared the money received from the subscribers with the 2 pots, there would have been complaints about the Kuchilhar not being in the known

Collectors Cutch
guilty of fraud &
conspiracy.—

J. N.

14 Copies to the Sd
of Ker with 12
Inds
Dispd 12
Mr Colly - Dispd 5

Revenue 1864 Departt.
Pro: of Govt for March

No 407

Pro: of the Madras Govt
Dated 8th March 1864.

Nº 88489.

Nazim Uddeen Sahib
Tahseldar of Vuwellore
Taluk Madras District
exonerated from the guilty
of fraud and conspiracy
in the matter of the Salt
Trade in the Jungle rent.