M.R.O. 14--13,000--27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1803 Press Mis.

57 58

Dated 3 . 8 . 1865 .

Not to be folded or roughly handled

No. 57. Read the following Proceedings of the Board of Revenue, dated 26th July 1865, No. 4,362.

Read the following letter from G. THORNHILL, Esq., Collector of the Kistna District, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Masulipatam, 6th July 1865, No. 113 :—

SIR,

1. With reference to the Board's Proceedings of the 7th March last, No. 1,315, communicating the orders of Government, dated 4th idem, No. 470, sanctioning the remissions of revenue, &c., on account of the late cyclone and sea inundation, I have the honor to report that the observations of the Government contained in paragraph 8 of the said Order, regarding the future Abkarry rent, were duly communicated to Rajah Bommadaverah Nagannah Naidoo Bahadur.

2. In his replies to my communications, dated the 2nd, 10th, and 22nd March 1865, the Renter has expressed his determination of retaining the farm under any circumstances; he states that having made large remissions and advances during the current year to his sub-renters, and having entered into agreements extending over the full term of the rent with many of them, he could not abandon the farm without sacrificing all his advances, and incurring serious losses in connection with the agreements he had entered into for the sub-rents of future years. At the same time he has pointed out that the rent paid by him very largely exceeds that of any former year; that since he undertook the farm, the population of the Town and Talook of Bandar has been seriously reduced by death, and by the removal of the regiment from the stations, and that the enormous destruction of palmyra trees by the cyclone has greatly curtailed the local supply of toddy.

Translations of his Arzis are herewith sent.

3. Under these circumstances the Renter solicits a reduction in his rent for the entire remaining period of his lease, but he does not, although called on to do so, attempt to give any statement of the probable amount of his losses.

4. In proposing that in the event of the Renter declining to continue the rent on the original terms, the farm should be re-sold, I fear I did not sufficiently calculate the extent to which it was probable the Renter would have been committed to his sub-renters for the remaining years of his lease, and my proposal was made without communication with him.

Letter to Board, 31st January 1865, No. 11.

5. It certainly appears that the Renter is entitled to some consideration on this head, and it is improbable that if the farm had been re-sold, the same rent would have been realized.

6. The Renter himself is unable to estimate his probable losses, and it is clearly impossible, therefore, for the Officers of Government to do so.

7. The only method of arriving at a fair estimate that occurs to me, is to take the proportion borne by the rent to the population before the cyclone, and to allow a proportionate decrease in the rent for the loss of population. The annexed Statement will shew the amount to be remitted on that calculation.

8. I do not think the loss of trees need be taken into consideration, as there are plenty left to supply as much toddy as can be consumed. I would also submit

that it would be better, if the Board consider that any remission should be given to grant it year by year, and not in the form of a permanent reduction of the rent.

9. The circumstances of the place may so far improve in future years as to render any remission unnecessary, or a regiment may be again stationed here, when of course that item of loss may be cancelled.

ENCLOSURE No. 1.

ABSTRACT.—Translations of Arzees from Zemindar of Gudur Perganna, an Abkarry renter of the Kistna District.

ENCLOSURE No. 2.

ABSTRACT.—Rough estimate of the loss sustained by the Abkarry Renter of the Kistna District, on account of the late cyclone.

Submitted to Government, with reference to the Order quoted by the Collector. The Board see the force of Mr. Thornhill's remarks in paragraphs 4 and 5 of his letter, and are of opinion that the Renter is entitled to some consideration. They would propose that he be granted a remission of one-eighth of the rent for the present Fusly, and that the remission be continued for the future years of the rental unless a regiment be again located at Masulipatam. The total rent is Rupees 1,46,500, so that one-eighth will be Rupees 18,312-8-0.

No. 58. ORDER THEREON, 3rd August 1865, No. 1,803.

Separate Revenue, No. 2.
Abkarry.

The Government sanction a remission of Rupees 18,000 for the current Fusly.

(True Extract.)

(Signed) W. HUDLESTON,
Acting Secretary to Government.

To the Board of Revenue.
„ the Accountant General.

Exd. S. T. Augustin.

No. 4,362.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 26th July 1865.

Read the following letter from G. THORNHILL, Esq., Collector of the Kistna District, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Masulipatam, 6th July 1865, No. 113:—

1. With reference to the Board's Proceedings of the 7th March last, No. 1,315, communicating the orders of Government, dated 4th idem, No. 470, sanctioning the remissions of Revenue, &c., on account of the late cyclone and sea inundation, I have the honor to report that the observations of the Government contained in paragraph 8 of the said Order, regarding the future Abkarry rent, were duly communicated to Rajah Bommadaverah Nagannah Naidoo Bahadur.

2. In his replies to my communications, dated the 2nd, 10th, and 22nd March 1865, the Renter has expressed his determination of retaining the farm under any circumstances; he states that having made large remissions and advances during the current year to his sub-renters, and having entered into agreements extending over the full term of the rent with many of them, he could not abandon the farm without sacrificing all his advances, and incurring serious losses in connection with the agreements he had entered into for the sub-rents of future years. At the same time he has pointed out that the rent paid by him very largely exceeds that of any former year; that since he undertook the farm, the population of the Town and Taluk of Bandar has been seriously reduced by death, and by the removal of the regiment from the stations, and that the enormous destruction of palmyra trees by the cyclone has greatly curtailed the local supply of toddy.

Translations of his Arzis are herewith sent.

3. Under these circumstances the Renter solicits a reduction in his rent for the entire remaining period of his lease, but he does not, although called on to do so, attempt to give any statement of the probable amount of his losses.

4. In proposing that in the event of the Renter declining to continue the rent on the original terms, the farm should be re-sold, I fear I did not sufficiently calculate the extent to which it was probable the Renter would have been committed to his sub-renters for the remaining years of his lease, and my proposal was made without communication with him.

Letter to Board, 31st January 1865, No. 11.

5. It certainly appears that the Renter is entitled to some consideration on this head, and it is improbable that if the farm had been re-sold, the same rent would have been realized.

6. The Renter himself is unable to estimate his probable losses, and it is clearly impossible, therefore, for the Officers of Government to do so.

7. The only method of arriving at a fair estimate that occurs to me is to take the proportion borne by the rent to the population before the cyclone, and to allow a proportionate decrease in the rent for the loss of population. The annexed Statement will show the amount to be remitted on that calculation.

8. I do not think the loss of trees need be taken into consideration, as there are plenty left to supply as much toddy as can be consumed. I would also submit that it would be better, if the Board consider that any remission should be given to grant it year by year, and not in the form of a permanent reduction of the rent.

9. The circumstances of the place may so far improve in future years as to render any remission unnecessary, or a regiment may be again stationed here, when of course that item of loss may be cancelled.

ENCLOSURE No. 1.

ABSTRACT.—Translations of Arzees from Zemindar of Gudur Perganna, an Abkarry renter of the Kistna District.

ENCLOSURE No. 2.

ABSTRACT.—Rough estimate of the loss sustained by the Abkarry Renter of the Kistna District, on account of the late cyclone.

Rev. 1865 1665 Department.

Proof Govt. for August

No. 2093.

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 26th July 1865.

Dept 281
Rd 292
C.C. Bk

Pro. of the Board of Rev. dy
13 augt 1865 No. 4,362. 2879

Proposing a remission of one-eighth of rent paid by Abkarry renter of Masulipatam, Kistna District for present Fasli, and continuance of remission for future years unless a regiment is again located at that station.

No. 1863. Augt

No. 4th March 65 No 495

Reported to England
Dt 21st Augt No 5 of 1867
Sek: Rev:

Submitted to Government, with reference to the Order quoted by the Collector. The Board see the force of Mr. Thornhill's remarks in paragraphs 4 and 5 of his letter, and are of opinion that the Renter is entitled to some consideration. They would propose that he be granted a remission of one-eighth of the rent for the present Fasli, and that the remission be continued for the future years of the rental unless a regiment be again located at Masulipatam. The total rent is Rupees 1,46,500, so that one-eighth will be Rupees 18,312-8-0.

(A true Copy and Extract.)

W Hudleston

Acting Secretary.

To W. Hudleston, Esq., Acting Secretary to Government, R. D.,

Copy to G. Thornhill, Esq., Collector of the Kistna District. - Rs. 1863.

with two enclosures.

The Govt sanction a remission of Rs. 18,000 for the current

Exd. J. Wright,

Actly. —

30 augt 65

N. Rubin, Esq., Collector & Deputy Agent, Masulipatam