M.L.G. 14—13,001—27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

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Dated 14-8-1865.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
14th August 1865.

Read the following papers :—

No. 214. From G. F. FISCHER, Esq., Lessee of the Zemindary of Shevagunga, to W. HUDLESTON, Esq., Acting Secretary to Government, Revenue, Department, Fort Saint George, dated Madura, 22nd July 1865.

SIR,

1. I beg you will lay the following circumstances before the Right Honorable the Governor in Council, for his kind consideration :—

On the 17th February 1864, the Ranee Kathama Natchiar addressed a letter to the Acting Collector, Mr. McDonell, in which is contained the following passage:—

" On the 22nd January I gave a lease of my said Zemindary for ten years to Mr. G. F. Fischer, for a good and valuable consideration, and upon the conditions contained in the said lease.

" And on the 9th instant, I ratified and confirmed the same, and had the Lease Deed registered in the Principal Sudder Ameen's Court.

" I now beg to notify the said lease to you, and to request that you will regard Mr. G. F. Fischer as the Lessee of my said Zemindary for the said period; and receive from him the Peishcush thereof as it falls due, granting him receipts for the same ; and further that you will communicate with him on all matters relating to the said Zemindary for the said period."

2. The Acting Collector the next day called on the Ranee, and had a personal interview with her ; he carried on the conversation with her direct in Tamil. In this interview the Ranee not only distinctly acknowledged the letter, but the Deed of Lease that she had given me for the Zemindary.

3. On the 9th of March 1864, the then Acting Collector addressed me the following letter :—

From Æ. R. McDONELL, Esq., Acting Collector of Madura, to G. F. FISCHER, Esq., Lessee of the Estate of Shevagunga, dated Madura, 9th March 1864, No. 220.

SIR,—Having reference to the application of the Zemindarnee to recognize you as Lessee of the Estate, I have the honor to inform you that I have laid the matter before the Board of Revenue, who in their Proceedings of the 1st instant, ruled that they have no objection to my dealing with you as Lessee of the Zemindary, but that Receipts for Peishkush must be given in the name of the Zemindarnee for payment made through you.

(Signed) Æ. R. McDONELL,
Acting Collector.

4. On the 14th of April 1864, Mr. Levinge, the Collector, on his return to duty, called on me to know if I held a regular Power of Attorney from the Ranee ; and I waited upon him with my Power of Attorney, dated the 25th June 1862, which he inspected and signed.

5. To induce me to accept this Power of Attorney, to leave my mercantile business at Salem to my partner, and to devote myself entirely to her affairs, the Ranee gave me on the same date a Bond or Agreement on Stamp paper, binding herself to continue me as her Agent under certain conditions.

Vide reference

6. I have been in possession of the Zemindary since the beginning of 1864, and have regularly paid the Kists for the last two Fuslies, and corresponded and transacted business with the Revenue authorities on all matters relating to the Zemindary; and how successfully I have conducted the affairs of the Zemindary, and its very efficient state, is well known to every body.

7. The Ranee has an unmarried daughter, whom her legal adviser, Mr. Ritchie, declared was her next heir-at-law. Her marriage was a matter of importance in every way; and I was anxious that she should be married to one of her own kith and kin, according to the customs of the caste, and of the Zemindary; but the Ranee was intent, induced thereunto by a woman of Ramnad, who is living with her, and who is interested therein, on marrying her to an individual at Ramnad, and a stranger, the marriage was appointed to take place in May. I declined, on principle as injurious to the family and Estate, to be a party to it, as I was asked to be present at the ceremony. The Ranee took offence at this, picked a quarrel with me, and, at a time that I was very ill at Madura, sent for three dismissed servants of mine (Brahmins), who had long been intriguing against me, took them into her service, and hoped, through their means, to effect her object. The Brahmins, however, had another object of their own to serve, for which they persuaded her to put off the marriage, and, in the meantime, commenced a series of petty attacks upon me, to gratify their revenge. Among other things they persuaded her to sign a letter, dismissing me from being her Agent, and other letters intimating the same to the Revenue authorities.

8. On my recovery I went to Shevagunga, and had an interview with the Ranee, when she distinctly told me that the purport of her letters was to remove me from the Manavurthy or agency in her personal affairs; and that I was to continue her Law and general Agent. Shortly after this to rectify the above failure of their [illegible] Brahmins made the Ranee sign another letter to me, which receiving [illegible] my way to visit her, [illegible] her, and she repudiated it, and tore it up. Nevertheless the Ranee was made to address a letter to the Acting Head Assistant Collector, the mischievous purport of which she could not see, stating that as she had dismissed me from the agency, to communicate with her directly on all matters relating to the Zemindary; and I am now informed that she had also addressed letters to the Board and Government to the same effect; their taking action in the matter will affect my lease, and seriously inconvenience the administration of the affairs of the Zemindary, and the collections of its revenues, and the payment of the Government Peishcush, on which account I address this communication to your submission to Government.

9. I enclose a true copy of the Bond or Agreement above alluded to, with correct translation attached, as also a true copy and translation of the Deed of Lease to me; and I very respectfully submit that under the circumstances the Ranee is not at liberty to cancel her Power of Attorney, except according to the conditions of the Agreement relating to it; and that she is bound by it until it is cancelled by mutual consent or set aside by a competent civil tribunal. And that the Government are bound to respect the lease and the letter of Ranee above quoted.

No. 215. From G. F. FISCHER, Esq., Lessee of the Zemindary of Shevagungah, to W. HUDLESTON, Esq., Acting Secretary to Government, Revenue Department, Fort Saint George, dated Madura, 25th July 1865.

SIR,

1. With reference to my letter of the 22nd instant, I omitted to mention that other Zemindaries in this District have been given on contract to individuals. I particularly allude to Kunnivady and Ammanaikenoor. The first for thirty years to one Adimoolum Pillai; and the second for ten years on two occasions, on the first to Mr. Fondclair, on the second to Pitchacooty Chetty; and to request that I might be treated in the same manner as these Contractors have been treated, and are being treated by the Revenue authorities.

2. When such contracts have been made, and all the requirements of Law have been observed in respect to them, they do, I submit, become matters of a public character; and the Judicial and Revenue authorities are bound to respect them, and to deal between the parties with equity and justice, especially when the parties themselves do not disagree in regard to the terms of them.

3. To shew the mischievous intent of the letter of the Ranee, or rather of the Brahmins, to the authorities, informing them of my removal from the Agency, and requesting them to correspond with her in all matters relating to the Zemindary, and evils likely to result from the construction put upon it by the Collector, and from his acting upon it, I beg to submit copy of an order addressed by the Ranee to the Tahsildars of the Zemindary, under the orders stated therein of the Collector, who of course is acting under the letter of the Ranee above-mentioned. This order of the Ranee directs the Tahsildars of the Zemindary to furnish certain information required by Government.

4. Of course the Tahsildars cannot obey the Ranee's order. She has no authority over them, and no right to direct them to do any thing. They are servants appointed by me, according to one of the terms of my lease, and paid by me.

5. This, I submit, is an undue and unwarranted interference, and in contravention of the construction of the powers give me by the lease, as notified by the Ranee herself, in her communication to the Collector of the 17th February 1864, quoted in my last, which requests him to regard me as the Lessee of the Zemindary, and to communicate with me in all matters relating to it.

6. That the intention of the Government might be carried out, I have directed the Tahsildars to furnish the information required with diligence; but to do it through me, and I have intimated the same to the Collector.

7. The letter of the Ranee (or rather of the Brahmins) to the Revenue authorities is a most artful one in. It informs them that she has dismissed me from the Agency, on her behalf, not that, under the circumstances of the case, she had the power to do so, and requests that the authorities should, in future, correspond with her direct, not in matters relating to the agency merely, as she ought to have done, *but in all matters relating to the Zemindary*, which she had no right to do. She does not request that the Revenue authorities should not correspond with me in matters relating to the lease, as this would have rendered her liable for damages for interference with the lease. The Collector misled by this Brahminical trick, has stopped my

Revenue Suits pending before the Head Assistant Collector, under Regulation V. of 1822; has prohibited my getting copies of certain Revenue Accounts from the Records of his office; and has refused to notice certain letters from me, regarding the conduct of Ambalagars, all of which subjects are matter of contract under the lease, thereby embarrasing the Revenue administration of the Zemindary.

8. I beg that this letter, as also my previous letter, may be laid before the Right Honorable the Governor in Council, when the subject to which they relate comes under the consideration of Government, whether from the Ranee or from the Collector.

No. 216. From G. F. FISCHER, Esq., Lessee of the Zemindary of Shevagunga, to W. HUDLESTON, Esq., Acting Secretary to Government, Revenue Department, Fort Saint George, dated Madura, 26th July 1865.

SIR,

1. A point of some importance had escaped me, when writing you on the 22nd and 25th instant, which I trust I shall be excused for troubling you again to submit.

2. The Agency and the Lease are two distinct things. On the Power of Agency I managed all the Suits for and against the Ranee, and all the Petitions for and against her in all the Civil Courts, and conducted all her private affairs. On the Lease I administered the Revenue affairs of the Zemindary. I paid its Kist *as Lessee*; I sued before the Revenue authorities under Regulation V. of 1822, *as Lessee*; and I corresponded with Revenue authorities *as Lessee*, and all without any objection hitherto on the part of any one.

3. The Ranee, at first, only announced to the Revenue authorities that she had dismissed me from being her Agent; and it is only lately that she wrote to the same authorities that, as she had dismissed me from being her Agent, she requested them *to correspond with her direct in all matters relating to the Zemindary, and not with me.* The one, I submit, was not the other, and had no connection whatsoever with the other. The lease was distinct from and independent of the agency; and the agency in no way contributed to the working of the lease, and when pointedly asked by the Head Assistant Collector for explanation, alluding to the lease, the Ranee only repeated her former vague and general request, which request I submit, was unwarranted and unjust, and ought not to have been noticed [illegible] upon and has only been complied with under a misapprehension on the part of the Collector, as stated in my last letter to you.

No. 217. Memorial of STREEMATHU MUTTU VIJIA RAGUNADA RANEE KATTAMA NAUCHEAR, Zemindar of Shevagunga, to the Right Honorable the Governor in Council, Fort Saint George, dated Shevagunga, 27th July 1865.

SHEWETH,

1. That your Memorialist respectfully begs leave to inform your Excellency that she had appointed Mr. G. F. Fischer of Salem to be her Agent, and he, by virtue of that appointment, had managed the affairs of the Zemindary on her behalf until 31st May last, when your Memorialist having had cause revoked his agency, notifying the same to him.

2. Notwithstanding this he, the said Mr. G. F. Fischer, in defiance of her repeated request, has not as yet delivered back the records belonging to her; and without also paying the sums of money he, in the capacity of her Agent, had received, nor rendering any proper account thereof, he still continues without any authority to exercise the management, and commit several acts against the interests of your Memorialist.

3. Your Memorialist, therefore, prays your Excellency to pass such orders as may be calculated to prevent the interference of Mr. G. F. Fischer in any way with the affairs of her Zemindary.

No. 218. Proceedings of the Board of Revenue, dated 31st July 1865.

Read the following letter from V. H. LEVINGE, Esq., Collector of Madura, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Madura, 20th July 1865, No. 172:—

To Board, 22nd February 1864, No. 42.
From Board, 1st March 1864, No. 1,293.
Government Order thereon, 17th March, No. 461.
To Board, 23rd March, No. 73.
From do. 8th April, No. 2,109.

SIR,

1. Referring to the correspondence noted in the margin, I have the honor to request the instructions of Government as to whether Mr. G. F. Fischer can be recognized as Lessee of the Shevagunga Zemindary or not.

2. Since the Order of Government, No. 461, dated 17th March 1864, was received, and just lately, the Ranee has intimated to me that she has dismissed Mr. Fischer from being her Agent, and has requested that no correspondence be carried on with him as her Agent.

3. By the 1st paragraph of the Order of Government, I was directed to receive the Kists from Mr. Fischer on behalf of the Ranee as her servant, just as the Kist is received from the servant of any other Zemindar.

4. Mr. Fischer says, no; that Government meant it was to be received from him on behalf of the Ranee, as Lessee. I do not agree with him, and consider that Government meant it was to be taken from him as from any other servant, deputed with it; and that I am right, I conclude from paragraph 3 of the same Order, in which the Collector is forbidden to recognize the lease.

5. The Kists have all been paid, and there is no difficulty on that head, and the Ranee, in her communication to me, has not repudiated the lease to Mr. Fischer, neither has she in any way contested his possession, which is a matter of public notoriety.

6. But a difficulty has arisen which has to be settled, regarding Mr. Fischer's position in the Zemindary; and in the Revenue Courts Mr. Fischer has instituted several suits in the Head Assistant Collector's Office, under Regulation V. of 1822, to compel certain Ryots to receive Puttahs. Mr. Fischer can only prosecute such suits as Agent for the Ranee or as Lessee. Agent, he is not now, as that position has been taken from him, and from the Order of Government I am under the impression I cannot acknowledge him as Lessee. If I cannot recognize him as Lessee I shall have to order the suits to be struck off the file, and Mr. Fischer will lose the costs he has incurred in bringing those suits, and will be prevented collecting

the Zemindary rents, and then a question of great importance has arisen which may be attended with great costs, and therefore I beg to know whether I can recognize him as Lessee, a position which the Ranee has not attempted to deny him.

Submitted for the orders of Government.

No. 219. ORDER THEREON, 14th August 1865, No. 1,852.

Land Revenue.

1. It is observed from the above papers, that subsequent to the grant by the Zemindárnee of a lease of her Estate for ten years, to Mr. Fischer, she caused the transaction to be formally registered in the Court of the Principal Sadder Ameen; that at an interview with the Collector of the District, she admitted the fact of the lease having been so granted; that a similar admission was also made in a written communication addressed by her to the Collector; and that Mr. Fischer at that time received and has since held the possession and enjoyment of the Zemindary, as its Sub-renter, in which capacity he has been instituting and, without objection on the part of the Zemindárnee, carrying on suits in his own name against the Ryots of the Estate, which he could not have done unless he had been duly constituted its Lessee by the registered proprietor.

2. Although then, it may better suit the private interests of the Zemindárnee now to dispense with the services of Mr. Fischer as her private Agent, and to require that Mr. Fischer shall no longer be publicly recognized as such, it seems to the Government to be necessary that this repudiation be at present limited to that position only.

3. The Government do not find that the local Collector has power to act with regard to Mr. Fischer in a way to invalidate his rights as Lessee of the Zemindary, or to render it difficult for him to enforce them, those being matters connected with the bargain the Zemindárnee is shewn to have made, and the annulment of which must be effected by regular course of Law.

(True Extract.)

(Signed) W. HUDLESTON,

Acting Secretary to Government.

To the Board of Revenue.

To G. F. Fischer, Esq.

,, Streemathu Muttu Vija Regoonatha Ranee Kattama Nauchiar alias Kolumithapooty Nauchiar, daughter of Streemathoo Raja Muttu Vijia Regoonatha Gowry Vallaba Periya Odia Tevar Zemindar of Shevagunga Madura Zillah, &c. &c.

Fcl. S. T. Arogeeah.

agreement written and given by Ranee
Kattama Nauchiar alias Kolumithapooty
Nauchiar daughter of Streemathoo Raja
Muttu Vijia Regoonatha Gowry Vallaba
Periya Odia Tevar Zemindar of Shevagunga
Madura Zillah, to G. F. Fischer Esquire Salem
Pattah Zemindar who is Ranee's Mookhtar
under date 25th August 1862
as soon as my father the
late Zemindar died divided Dayadee
I had no right whatever usurped the
Zemindary and all other property belonging
to it and my step mother up to the time of her
death and afterwards myself instituted and
prosecuted many suits and I have now appeal-
ed to the Privy Council and the suit has
been filed and is about to be decided in
my favor and you have for a long time
taken much trouble in respect to the
Zemindary and by much writing and
advanced much money for my Government
Warrier translation of the lease referred to

expenses and have appointed Lawyers for carrying
on the suit in the Ld. and in the Privy
Council - Considering all which great
efforts in your part in Case I got the
Zemindary - & proof that I am indebted
to you for the same I have, by the Summd
that I have this day executed to you,
appointed you my Agent & Should the
Zemindary be decided in my favor by
Privy Council you must receive the said
Zemindary for me and do the necessary
of the same and Conduct all matters
connected with it according to my order
and wishes and manage the same for
and on my behalf - To the end I have
appointed you - All matters & Arrangements
connected to the said Zemindary &
all the affairs of the Cramanaga you
must enquire into and Conduct with
regularity - Moreover - Should any thing
happen to me before my Son attains his

Majority I also direct you to manage the
Zemindary for him as his Agent and Gaardian
till he comes of age in the same way as
you managed for me - And when my
Son comes of age you must Conduct
yourself according to his orders and wishes
Should you happen by old age to be unable
to manage the said affairs I hereby
Confer by this agreement that your son
Mr. Robert Fischer shall have a right
to do it in your stead and after you
in the same away as you do it - And in
reward for your labours you shall take
five per cent on all the income of the
Zemindary as your pay and Commission
and without misconduct is proved
against you I will not on any account
remove you from your post - And I bind
myself to act according to this agreement
Should I do any thing in breach of this
agreement I hereby agree and bind myself.

Correct translation of the lease referred to

J. Fischer

Deed of Lease written and given by Strimathu Muthu Vijaya Ragunatha Ranee Kathama Nachear, alias Colunthapury Nachear, Zemindar of Shevagunga, in the Madura Zillah, to George Frederick Fischer Esq. Muttadar of Salem, on the 22nd January 1864.

The suit for the Zemindary of Shevagunga was for a long time, at first, conducted by my step-mother Ranee Ungamuthu Nachear, next by my two elder sisters, Ranees Boothaka Nachear and Kota Nachear and myself conjointly, and afterwards by myself alone. *At last a favorable Decree was passed in the Council of the Queen of England on the 8th of December* 1863 *in my favor. As the Decree was passed in my favor chiefly by the great exertions that you took in the said suit, with my full consent, from the satisfaction I feel on account of your good and great exertions, I hereby agree to give you on Lease a right to the Zemindary with the entire right and title which I obtain to it under the said Decree, for* 10 *years* viz., from the 1st of January 1864 to the 31st of December 1873, at the rate of one lakh of Rupees a year, according to the conditions hereinunder specified.

You are to pay to me for each year of the Lease a lakh of Rupees as I shall from time to time require it for my expenses, and also the Government Peishcush to the Circar according to the Kistbundy; the debts that I owe you according to accounts and documents, and the lakh of Rupees that I promised to give you as a present for your services, and the 20,000 Rs. to each, to Mr. J. Ouchterlony and Mr. A. M. Ritchie, which has to be given to them in present for their services, that also you shall pay and shall repay yourself out of the moneys that may be collected from the Zemindary; you are to lay out the required funds for the necessary Maramut and yourself conduct the said Maramut; you are to redeem for me the Shembanur Village which is mortgaged to Alagapa Chetty, and you are to clear off the petty debts which I have to within about 50,000 Rs, and I hereby empower you to appoint your own Establishment for carrying on the business of the Zemindary, to issue Puttahs &c., in your own name, and to transact all business connected with your right as Lessee; should the income of the Zemindary be ever so much in excess of the contract &c., I can have no claim against you in respect of it, nor, should there be any deficit, can you have any claim against me. After the expiration of the term of 10 years, you shall return this document to me, and deliver up the Zemindary to me. All the honors which are due on account of the Zemindary, and all the income connected with them, I myself who am the Zemindar shall receive. You are to take the needful steps under the Agency Sunnud which I have already given you, to obtain possession of the Zemindary and as soon as you have got possession of it, I hereby empower you to keep possession of the said Zemindary, under this Deed as Lessee. And we have agreed, I for myself and my heirs, and you, for yourself and your heirs as per your Will, to abide by the conditions of this Deed. Thus this Deed of Lease is executed at Salem, with my free will and consent, in the presence of the witnesses hereinunder mentioned.

The stamp paper for 1,000 Rs. not being procurable for writing this, two stamp papers for 500 Rs. each, have been purchased, and it is written on one of them, and the other is attached to it.

(Signature and Seal of Ranee)
KATHAMA NACHEAR.

Witnesses.
Witnessed by me. (Signed) SUNDRASAMY TAVER, who is come to Salem.
Witnessed by me. (,,) THOMAS MORTON SCOTT.
Witnessed by me. (,,) JAMES FISCHER.
This Deed is written by Madura Strinivasiengar who is come to Salem.

Approved and confirmed by me, this 9th day of February 1864.
(Signed) Ranee KATHAMA NACHEAR.

Witnesses.
Witnessed by me. (Signed) SUNDRASAMY TAVER, who is come to Madura.
Witnessed by me. (,,) THOMAS MORTON SCOTT.
Witnessed by me. (,,) JAMES FISCHER.
This Deed is written by me, Strinivasiengar of Madura.

On the 13th of April 1864, we, the daughters of the said Ranee, Saithukarsu Nachear, 1, Goury Nachear, 2, and Kota Nachear, 3, have consented to the Contract herein mentioned, and have hereunder put our signatures.
(Signed) SAITHUKARSU NACHEAR.
(,,) GOURY NACHEAR.
(,,) KOTA NACHEAR.

Witnessed by me, Shembanoor SUNDRASAMY TAVER.
Witnessed by me, do. VELLIA TAVER.
Witnessed by me, do. SAWMY IYENGAR, Karbar.
This condition is written by me, Subramania Iyen, Vakil.
(Literal Translation.)
G. F. FISCHER.

Produced before me this 17th day of February 1864, in open Cutcherry, at Madura.
February 17th 1864.
(Signed) Æ. R. Mc.DONELL,
Acting Collector.

This Deed of Lease is registered in the Madura Zillah Principal Sudr Ameen's Court, Register Book Volume 13 pages 312, 313, and 314 in No. 4738 on the 9th day of February 1864, at 4 o'clock P. M.
(Signed) M. SADASIVA PILLAY,
Principal Sudr Ameen.

Correct translation of the Lease referred to

ಕಾಗದ ಕಾರ್ಖಾನೆಗಳ ಪ್ರಾರಂಭ

ಕಾಗದ ಕಾರ್ಖಾನೆಗಳ ಪ್ರಾರಂಭಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಈ ಕೆಳಗಿನ ಅಂಶಗಳನ್ನು ಗಮನಿಸಬೇಕು.

ಕಾಗದ ತಯಾರಿಕೆಯ ಉದ್ಯಮವು ಸಾಕಷ್ಟು ಬಂಡವಾಳವನ್ನು ಬೇಡುವ ಉದ್ಯಮವಾಗಿದೆ. ಕನಿಷ್ಠ 500ಜನ ಕೆಲಸಗಾರರಿಗೆ ಕೆಲಸ ಕೊಡಬಲ್ಲ ಒಂದು ಕಾಗದ ಕಾರ್ಖಾನೆಯನ್ನು ಪ್ರಾರಂಭಿಸಲು ಕನಿಷ್ಠ 1000ಜನ ಕೆಲಸಗಾರರಿಗೆ ಕೆಲಸ ಕೊಡಬಲ್ಲ ಕಾರ್ಖಾನೆಯನ್ನು ಪ್ರಾರಂಭಿಸಲು ಕನಿಷ್ಠ ಬಂಡವಾಳ ಬೇಕಾಗುತ್ತದೆ. ಇಂಥ ಕಾರ್ಖಾನೆಗಳಿಗೆ ಬೇಕಾಗುವ ಕಚ್ಚಾ ಸಾಮಾನುಗಳಲ್ಲಿ ಮುಖ್ಯವಾದವು ಹತ್ತಿ ಬಟ್ಟೆಯ ಚಿಂದಿ, ಹುಲ್ಲು, ಮರದ ತಿರುಳು, ಸೆಣಬು, ಬಿದಿರು, ಕಬ್ಬಿಣದ ಸಾಮಾನುಗಳು, ಕಲ್ಲಿದ್ದಲು, ಸುಣ್ಣ, ಸೋಡಾ, ಬ್ಲೀಚಿಂಗ್ ಪೌಡರ್, ಸಲ್ಫ್ಯೂರಿಕ್ ಆಸಿಡ್ ಮತ್ತು ಕಾಗದ ಮಾಡಲು ಬೇಕಾಗುವ ಇತರ ಸಾಮಾನುಗಳು. ಇವುಗಳಲ್ಲಿ ಕೆಲವು ಸಾಮಾನುಗಳು ಭಾರತದಲ್ಲಿ ಸಿಕ್ಕುವುದಿಲ್ಲ. ಅವುಗಳನ್ನು ಬೇರೆ ದೇಶಗಳಿಂದ ತರಿಸಿಕೊಳ್ಳಬೇಕಾಗುತ್ತದೆ. ಕಾಗದ ಕಾರ್ಖಾನೆಗಳಿಗೆ ಬೇಕಾಗುವ ಯಂತ್ರಗಳನ್ನು ಸಹ ಬೇರೆ ದೇಶಗಳಿಂದ ತರಿಸಿಕೊಳ್ಳಬೇಕಾಗುತ್ತದೆ. ಕಾಗದ ಕಾರ್ಖಾನೆಗಳಿಗೆ ಬೇಕಾಗುವ ಕಚ್ಚಾ ಸಾಮಾನುಗಳನ್ನು ಸಾಗಿಸಲು ಮತ್ತು ತಯಾರಾದ ಕಾಗದವನ್ನು ಮಾರುಕಟ್ಟೆಗೆ ಸಾಗಿಸಲು ಸಾಕಷ್ಟು ಸಾರಿಗೆ ಸೌಕರ್ಯಗಳಿರಬೇಕು. ಕಾಗದ ಕಾರ್ಖಾನೆಗಳಿಗೆ ಬೇಕಾಗುವ ಕಚ್ಚಾ ಸಾಮಾನುಗಳಲ್ಲಿ ಬಹಳ ಮುಖ್ಯವಾದವು ಹತ್ತಿ ಬಟ್ಟೆಯ ಚಿಂದಿ, ಹುಲ್ಲು, ಮರದ ತಿರುಳು, ಸೆಣಬು, ಬಿದಿರು ಮತ್ತು ಕಬ್ಬಿಣದ ಸಾಮಾನುಗಳು. ಇವುಗಳಲ್ಲಿ ಹತ್ತಿ ಬಟ್ಟೆಯ ಚಿಂದಿ ಮತ್ತು ಹುಲ್ಲು ಭಾರತದಲ್ಲಿ ಸಾಕಷ್ಟು ಸಿಕ್ಕುವುದಿಲ್ಲ. ಮರದ ತಿರುಳು ಸಾಕಷ್ಟು ಸಿಕ್ಕುವುದಾದರೂ ಅದನ್ನು ಸಂಸ್ಕರಿಸಲು ಬೇಕಾಗುವ ಯಂತ್ರಗಳು ಭಾರತದಲ್ಲಿ ಸಿಕ್ಕುವುದಿಲ್ಲ. ಸೆಣಬು ಮತ್ತು ಬಿದಿರು ಸಾಕಷ್ಟು ಸಿಕ್ಕುವುದಾದರೂ ಅವುಗಳಿಂದ ಕಾಗದ ತಯಾರಿಸಲು ಬೇಕಾಗುವ ಯಂತ್ರಗಳು ಭಾರತದಲ್ಲಿ ಸಿಕ್ಕುವುದಿಲ್ಲ. ಕಬ್ಬಿಣದ ಸಾಮಾನುಗಳು ಸಾಕಷ್ಟು ಸಿಕ್ಕುವುದಾದರೂ ಅವುಗಳಿಂದ ಕಾಗದ ತಯಾ

Hudsonville
Ottawa Co Mich
22nd January 1864

R 2059/h

Rec: 21/4/65

No. 7

Zeeuh.

B. - R.D. Rec. 3/8/65 Ref. to

1865. No. 2105

Ref. to

Ref. Breeding's Rec

Re Board instructions with

orders (without prejudice

any former letter) to

out) a letter from Gul

the Collector of Customs will

no doubt be states

that the Administrator has

formerly claimed Rec

demurred) Rec Zeeuh

from being given effect to

& acts whether &c.

any re appeal Rec

Zeeuh as heir and

cease payment of

Bills from him, &c. &c.

I do not see that the Govt has any right to act
with regard to Mr Zeeuh in a way to invalidate or to render
difficult for him to enforce his rights as heir of the Estate
the Govt has nothing to do with the transaction between the
Lessor and Mr Zeeuh, and if the former wishes to
annul the bargain with the latter she must do so by regular
Courts of Law - & think Mr Z should be recognized as
the occupant of the estate, and should be treated as
such by the Govt authorities.

JDR

Ended on the Tuesday after the P.
Term; - Rec. as in Term
the Collector of the Revenue;
Practice of the Court of Exchequer -
- having been as familiar -
- a similar application was
made in a similar case
in which Judgment was
delivered by the
Ld. Chief Baron

allowances which have been instituted by him Mr. Fischer under Reg II of 22 in the Head Assistants Courts to be proceeded with.

Mr. Levinge says that the Zemindarnee in intimating the dismissal of Mr. Fischer spoke only of the Agency & did not mention the Lease. He also says that Mr. Fischer's "possession" of the Estate is a matter of public notoriety.

When Kattama a Kachcha was placed in possession of the

Govt. Pro. 17th Mar 1864
461

Zemindary in Jan-Feb 1864 she gave Mr. Fischer a lease of the estate for 10 years on a rent of R 1,02,000 in recognition of his services (The Estate pays a Peishcush of R 2,58,640). The Collector ascertained from the lady at a personal interview that this was done with her free will & consent.

The Collector asked the Board whether he was to recognize Mr. Fischer as Renter of the Zemindary.

The Board saw no objection to dealing with Mr. Fischer as Agent & Lessee

Govt. authorized the Col.

tered in the Court of the P. mmi;- that all an interim the Collector of the District, admitted the fact of the having been so granted;- a similar admission was made in a written comman: in adopted by her to the der; by [illegible]

lector because the Resignation of the estate from Wm Fisher. But they remarked that the Zemindaree could only constitute him her agent by giving him a regular Power of Attorney, & they considered it inexpedient for the Collector in any way to recognize the Lease, as a transaction wh was of questionable validity & with wh Govt had no concern.

Wm Fisher has sent in 3 petitions to Govt in wh he states that his dismissal from the Agency will be recognized by Govt will cause the difficulties in the way of payment of Rent &c, complains that the Collector has stopped suits pending in his name in the Head Assistants office &c, argues that dismissal from the Agency ought not to prevent his acts as lessee from being recognized.

The question now before Govt seems to be this — who is to be considered as in enjoyment of the Zemindary: The Resumptist for the time being is certainly

[illegible] in the Court of the [illegible]
J. Annis; - that at an interview with the Collector of the district, she admitted the fact of the lease having been executed; - that a similar admission was also made in a written communication addressed by her to the Collector; & that the Petitioner

entitled to institute suits under Act of 22, & to have his applications with respect to the estate attended to by the Revenue Courts.

Mr Levinge says that the Zemindar has not yet expressed any intention of cancelling the lease; but Mr Fischer seems to apprehend that she will attempt to do so. Even if she does, she would probably have to go to the civil courts. She gave Mr Fischer the lease with her signature open & without being compelled in any way to do so, & there seems to be no reason why Govt should interfere in any extraordinary manner to prevent her to recover the management of the estate. Meanwhile Mr Fischer will, as far as I can see, remain recognized as occupant.

J.S.

1.8.

Jenifer Admits understand the objection & Govt recognize Mr Fischer as lessee. There is no room for doubt, [illegible]

[illegible] did not escape his notice.

[illegible] in the Court of the C. [illegible] S. Arcot; - that all an interview with the Collector of the district, the admitted the fact of the lease having been so granted; - that a similar admission was also made in a written communication addressed by her to the Collector; & that [illegible]

but the Zemindar gave the case [illegible] pleader
[illegible] - Act 2. Regn. 28
of 1802 - Especially requires
[illegible] Zemindars
& providing for their [illegible]
towards Govt. the same powers
as the Zemindar under that Regn:
That the ultimate effect of
[illegible] of the lease may be is
for the Court to decide - not
for Govt. - If Mr. F. is not
recognised as lessee & is
disavowed by the Zemindar
as against whom he will not be able
to enforce his rights from this
circumstance may not be disturbed
It is evidently a serious matter
for him - & I think that the Zemind.
is behaving fairly in the matter.
Perhaps the opinion of the Law
Officers should be taken. Mr. Sim
appears to have consulted Mr. Dale
& then had some doubts excited
as to the validity of the lease - but the
papers do not show the grounds for the
doubts [illegible] 2.8.65.

No 2205 of 1865

[illegible] Mr. Dale on one of these
papers written by Mr. Leach, which
bears that case upon the lease by
the Zemindar to Mr. Fischer, doubts
arose, the lease being in the opinion
of Mr. Dale, otherwise questionable.
The Treasury of the term is nowhere
[illegible]
Finally confesses any malice, & considers
it questionable in a manner which al-
together puts the Government. Of course, it
[illegible] the [illegible] of the
Zemindar the [illegible] other claimants,
may hopefully prepare deeds for the
Estate, & [illegible] hopefully; but they
cannot be [illegible] the present Zemindar
until by another formal proceeding
in another series of suits to be formally
instituted by the Judicial Committee
for final adjustment & settlement which
have admitted that best of titles which
this final adjustment cannot have
Mr. Fischer's lease. Read continuance
Mr. F. had to consider & I dare say
they did not escape his notice.

S. Annis; - Had an interview
with the Collector of the District,
he admitted the fact of the
lease having been granted; -
that a similar admission was
also made in a written communi-
cation addressed by her to the
Collector; & that [illegible]

The fact arising out of this final judgment seems to be clear and conclusive beyond any doubt.

The Zemindarnee having neglected to pay under this last of Letters, formally entitled a lease in favor of Mr. Z. the grant of that person was communicated in a formal manner by the Zamn. Dessey to the Collector, for local representation of Bd. on the spot. Mr. Z. as before, has since been in Calcutta. The Collector upon this occasion reports, and two Rupees have been paid by Mr. Tinker on account of this Estate.

Section II Regn. XXVIII of 1802, as Mr. Rudersdorf has noted, empowers Zemindars, such as that taken ab by Mr. Z. to farm them all the powers in regard to arresting such of the Zemindarnee tenants as have had the ab- excluded Mr. Z. her under lease.

to the public treasury

he doubt, the present sentence of deportation be for the packets of the lawyer; but, that Mr. Z has clearly & evidently been punished by the Zamn. as her lessee, seems established as to me the case; and, with coming by whom between the parties, the Bd. have no concern.

Had I been in the Bd. on the 17 March last year, I should have demanded cause to acknowledge Mr. Z as lessee of the Zemindary. I see no reason why he should not be treated as such.

The Bd. of Revenue ought not to decide on the matter to have referred to the Bd. of Madura ought not to have removed from her judicial Cutcherry under Regn. V of 1822 as Mr. Z. such under Regn. V of 1822 as Mr. Z. was Rett. If Mr. Z's claims had gone upon judgment was suspended, the judgment would have been a nullity. Z, but I don't see how he could have (Madura) set judicial knowledge of Mr. Z's

To be written when a Cause where an Ryot Zamindar's demand is disputed

J. Dunn;- that all an interview with the Collector of the District, she admitted the fact of the lease having been so granted;- that a similar admission was also made in a written communication addressed by her to the Collector; & that Mr. Tinker

1726 [illegible] 17

This petitioner having
received Notice from
a Gentleman of Mr. Fraser
Letters [illegible]
The Jemindarnee
Complains that Mr. F.
will not give up papers
or account to shew how he
has dismissed her, & that
he goes on transacting
the Jemindarni business
as Agent.
She says nothing a-
bout the lease

I shall see how far I can interfere in this by requiring direct communication with the Commissariat on all matters unconnected with the occupancy & management of the Estates

Endorsement.

Copy of G.O. . . .
. . (those passed on Bd. Prs. 31st July –) will be forwarded to the Zemindars

Revd. Deptt.

Proceedings of the Madras Government
dated 8th 1867
Under date the 14th Augt. 65.

Read the following papers

From G. F. Fischer Esqre (Mere enter 22d, 25th & 26th July 65)

From Streemathoo Bruttoo
Vijia Ragunada Raue
Kattama Vaucheher
Zamindar of Sheragunga
(— " — 24th do — " —)

Proct. of the Board of
Revenue. —
(— " — 31st July — " —)

It is observed from the above
papers, that subsequent to the
grant of the Zemindaree of a
lease thereof sale for ten years,
to Mr. Fischer; she caused the
transaction to be formally
registered in the Court of the P.
S. Ammi; - that at an interview
with the Collector of the District,
she admitted the fact of the
lease having been so granted; -
that a similar admission was
also made in a written commu-
nication addressed by her to the
Collector; & that Mr. Fischer

at that time ensured and has ever held the hope perdi and enjoyment of the Zemindary, as its sub renter, in which capacity he has been instituting and withdi objection on the part of the Zemindar, carrying on suits against the Ryots of the Estate, which he could not. have done unless he had been duly constituted as before by the registered Proprietor.

although then, it may better suit the private arrangements of the Zemindar now to disavow with the consent of Mr Fischer as her private agent, and to assume that Mr Fischer should no longer be publicly recognised as such, it seems to the Board that the responsibility at present should not be limited in that manner only.

The Government do not find that the Board of Revenue has authorized to authorize Mr Fischer in any way inimical to his rights as proprietor of the Zemindary or to render it difficult for them to enforce them, there being matters connected with the Kabooleat the Zemindar executed and sworn to have made and the [illegible] which must be [illegible]

by [illegible]

No 16

14th Feb Board of Rev dated 15th August

1 to G F Fischer Esqr

1 to Maramalloo Muttu Vijea Ragunada Ganapathy Pallavan

Nacheyar Tyrumbarum Pevagunga

Pro. No. 197-198
17-3-64

From Rukmumma
Natchiar Ranee of
Sivaganga Mutha
vijaya Ragunatha
Gauri dar of Sivaganga
in Madura

Pro. of the Board of Revenue 1865 Departt
Proceedings Augt

No 1882

Pros of the Madras Govt
dt 11th August 1865.

Passing Orders on the
Petition of Mr Fisher
allowing Recognizance as
the Security of the
Sivagunga Zamindary

No 214 @ 217