CONCERNS BOTH BRITISH INDIA
AND INDIAN STATES.

M.R.O. 1—28,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1687 Press Mis.

318-19 Dated 12-6-1869 10

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Proceedings of the Madras Government, Revenue Department,
12th June 1869.

No. 318. Read the following Proceedings of the Madras Government in the Political Department:—

Sanctioning the boundary line between the villages of Joga and Cacabull in the Bellary District, and the territory of the Rajah of Sundur, as now proposed by Mr. Clogstoun and acquiesced in by the Rajah's Agent, and directing that the boundary be demarcated accordingly. } (Here enter 2nd June 1869, No. 190.)

No. 319. ORDER THEREON, 12th June 1869, No. 1,687.

Miscellaneous.

COMMUNICATED to the Board of Revenue.

(True Extract.)

(Signed) H. WELLESLEY,
Acting Under-Secretary to Government.

To the Board of Revenue, with Proceedings Political Department, No. 190.

Exd. E. C. Shunker.

Proceedings of the Madras Government, Political Department,
2nd June 1869.

No. 8. Read the following letter from the Collector of Bellary, to the Chief Secretary to Government, Fort Saint George; dated Bellary, 6th May 1869, No. 26.

As directed in the order of Government, Political Department, dated 13th January last, No. 4, acceding to the request of the Rajah of Sundoor that the question regarding the boundary between that State and the village of Joga, in the Hospett Taluq of this district, should be re-investigated, I deputed my assistant, Mr. Clogstoun, to meet the Rajah's agent on the ground, and, after a careful personal inspection of the locality, directed him to go thoroughly into the evidence adduced on either side, in view to an agreement being arrived at with reference to the correct boundary line. The result of this investigation is contained in the able and lucid report furnished by Mr. Clogstoun, which forms an enclosure to this letter, and which shows beyond a doubt that the claims of the inhabitants of Joga and Cacabull to rights of grazing and timber-felling within the strip of territory in dispute are utterly untenable; that circumstances tended to throw suspicion on them when originally put forward in 1832; and that the decision adverse to the claims of the Sundoor State then arrived at was in consequence of the officer deputed to investigate the matter having been misled by the parties interested as to the position of one of the principal boundary marks, the Bedargutta Peak. The exposure of this fraud, on the part of the inhabitants of Joga, clears up sundry hitherto inexplicable circumstances which tended to cast doubt on the equ[illegible] of Mr. Robertson's decision, notwithstanding that it was apparently supported by the evidence of the survey records.

2. The Government will observe that the Tahsildar of Cumply, who was originally ordered to inquire into the matter in 1832, stated in his arzi to the Collector that, whilst the villagers of Joga and Cacabull admitted that they were in the habit of cutting some of their timber in the Sundoor territory, and that they were liable to the Rajah for sciguiorage in consequence, there was valuable timber on the land which they alleged to be within their village limits, and it appears to have struck him as curious that with a plentiful supply at hand of which, according to village rules, they had a right to cut as much as they required for building and domestic purposes free of charge, they should have been in the habit of cutting timber in the Sundoor territory, where they had to pay a royalty. He alludes to another curious circumstance, viz., that though the Bedargutta hill was undoubtedly entered in the pymaish accounts as the boundary of the Joga fields, it was equally clear that there were certain fields belonging to Sundoor within that boundary. The Tahsildar, as Mr. Clogstoun points out, was evidently puzzled. He could not, taking the above circumstances into consideration, divest his mind of the idea that the claims put forward by the people of Joga were of doubtful validity, but there still remained the apparent fact that the land in question lay within the village boundary, and acting upon this information Mr. Robertson passed the order rejecting the claims of the Sundoor Rajah.

3. Mr. Clogstoun, I consider, exercised a wise discretion in determining to exclude all evidence arising from possession and enjoyment since the date of Mr. Robertson's order, the object of the re-investigation being to determine whether that decision, which has been enforced for thirty-six years, was based on sufficient grounds or the reverse. Mr. Clogstoun has, I think, satisfactorily shown that with the information before him, despite of two or three suspicious circumstances, the former Collector of the district could hardly have arrived at any other conclusion, and he has also shown beyond a doubt that this information was inaccurate, and that the villagers of Joga have successfully imposed upon, up to the present time, not only the officers of Government, but have even contrived to throw dust in the eyes of the Sundoor authorities.

4. The boundary line proposed by Mr. Clogstoun is acquiesced in by the Rajah's agent, and I request the sanction of Government to have it demarcated accordingly.

From H. F. CLOGSTOUN, Esq., Assistant Collector, to the Collector of Bellary; dated Bellary, 27th April 1869, No. 28.

I have the honour to inform you that, in accordance with the orders contained in your letter of the 4th February, I proceeded about the middle of last month to meet the agent of the Rajah of Sundoor with the view of settling the boundary dispute between that State and certain villages of the Bellary District after a personal inspection of the locality, as directed in the order of

Government, No. 4, Political Department, dated 13th January 1869, and I have now the honour to forward a copy of the decision at which I have arrived, with a report of the evidence adduced before me, and of the general considerations which have led me to that decision.

2. In the present case there are two points in dispute—(1), the possession of the outer slopes of the boundary range of hills; and (2), the possession of the four gorges of Huvinabhavy Colla, Rama Colla, Chinna Gungadi Colla, and Pedda Gungadi Colla.

3. The principle which I have pursued in the investigation of this question has been to exclude from consideration all evidence which was not in existence at the time of the original inquiry before Mr. Robertson in 1832. The order of Government directing the re-investigation of the case I conceive to have been based on the knowledge that the decision of Mr. Robertson was based on a misconception of the facts, and that the Government held it, therefore, to be null and void, and I have, therefore, refused to receive from either side any evidence arising out of possession and enjoyment of the land in dispute since the date of Mr. Robertson's order. It seems to me indisputable that such evidence of possession on behalf of the Joga people should not be allowed to tell in any way against the Rajah. I shall proceed to consider, first, the local inquiry held by the Tahsildar of Cumply regarding this dispute in 1831, and afterwards the final inquiry and decision of Mr. Robertson in the next year, and, in doing so, I imagine that I shall make sufficiently clear what decision must have been arrived at by the latter officer had he been in the position in which we now are, to distinguish the true from the false evidence.

4. This dispute was first brought to an issue in the year 1831, though it had been slumbering for some months previous to that date, by the act of the Sundoor authorities in seizing on one occasion the axes of a large number of the people of Joga who were engaged in cutting wood in the disputed ground, and this act the Rajah immediately followed up by a letter to the Collector, in which, without making any mention of a disputed boundary, he requested that the Collector would insist on the people of the Bellary District paying the usual seigniorage on wood cut in the land the ownership of which I am now investigating. The letter of the Rajah was referred to the Tahsildar of Cumply, who was directed to inquire and report upon the matter. This he did in his arzi of the 4th September 1832. The facts stated in this arzi briefly summarized are—

1*st*.—That in disputes between the Sundoor wood contractor and the people of Joga and Cacabull on account of their non-payment of the jungle-tax, the latter have never denied their indebtedness, and have admitted that it is their habit to cut wood; some limit the wood to "building material" in the Sundoor territory, excusing only their default in paying by an assertion that the tax has been unjustly raised.

2*nd*.—That the hill Bedargutta (one of the highest peaks about this part and overlooking the valley of Sundoor) is entered in the pymaish (survey) accounts as the boundary of certain fields belonging to Joga, and also (necessarily following from this) that the low ground to the east and north, *i.e.*, the disputed land including the three hollows, Chinna Gungadi Colla, Pedda Gungadi Colla, and Huvinabhavy Colla, (necessarily also including Rama Colla, for that is between Pedda Gungadi and Huvinabhavy,) are also included in the pymaish accounts as belonging to Joga.

3*rd*.—That there are fields belonging to Sundoor in the low lands between Timmapuram and Rama Colla.

4*th*.—That there is valuable timber in the disputed land.

5. The whole letter is very indefinite. The Tahsildar appears to have inspected the locality, and to have taken some trouble in the inquiry; but the statements he makes as to his conclusions do not appear to satisfy him. And there is reason for his hesitation, for his own letter affords matter to negative the justice of his conclusions. And first with regard to Statements 1 and 4. It is difficult to believe that had the Joga people been, as alleged, in possession of the gorges mentioned above, they would ever have been under the necessity of resorting to any places other than those for procuring wood of any kind. The land included in those hollows is of great extent, and at that time must have been covered with a large growth of valuable timber. Nevertheless, it appears quite clear from the Tahsildar's statement that the villagers of Joga admitted their indebtedness to the Sundoor wood contractor on account of wood cut in the Sundoor territories.

2*nd*.—The statements contained in Nos. 2 and 3 are contradictory, for the land shown by No. 2 to belong to Joga and to be entered in the pymaish accounts of that village, includes the land mentioned in No. 3, and which the Tahsildar admits belongs without doubt to Sundoor. Whether it was the knowledge of these contradictions in his statements, or that there appeared something preposterous in the extent of the claim put forward by the people of Joga, it is difficult to say, yet it is true that the Tahsildar with accounts before him believed to be unimpeachable, and, if correct, clearly proving that the people of his taluq were right in their claims; nevertheless declares in his arzi that the statements of the Joga people are suspicious. A little further inquiry, a little more careful scrutiny of the accounts, would have shown him the justness of his suspicions, and have exposed the fraud of the people of Joga. The fact is, that the hill Bedargutta mentioned in the accounts is a different hill from that pointed out to the Tahsildar, and is situated at a distance of two miles from it, and that not one of the gorges or places referred to is mentioned or included in the pymaish accounts.

Let us then omit from the arzi of the Tahsildar the Statement No. 2, which is shown to be false *in toto*, and see what the rest of the arzi amounts to. It will briefly run thus: "The people "of Joga and Cacabull admit that they are in the habit of getting wood from the Sundoor terri- "tory, and they admit that they owe a certain sum to the Sundoor authorities for wood. The "people of Joga and Cacabull, however, have been for a long time in the enjoyment of hilly land "very near the village well furnished with wood which they may cut free of charge." These statements taken together are so inconsistent as to be very damaging to the claim of the Joga people. It is difficult to believe that they, in possession of this large tract of well-wooded country in the immediate vicinity of their village and quite free to them, should yet be in the habit of going to a greater distance to get their wood from Sundoor, with the necessity also of paying for what they took.

6. We have thus far considered the report of the Tahsildar, and will now pass on to a consideration of the Collector's order. It will perhaps be better to give the Collector's summary of the evidence produced before him in full. He writes—

"The Rajah, in his letter of the 2nd Jamadilavel, states that the limits of his territories "extend as far as the place called Huvinabhavy, while one of the copies of documents produced "by his Vakeel Lingappa shows that the said document, which is an agreement executed "in the year Vikari or 1641, in the Era Salivahana by one Bisagayyi Yiranagowd of Joga "to Somanagowd of Konapur, is to the effect that the places known as Huvinabhavy Collem and Ramagollam belong to Konapur and not to Joga, there is no other proof of this alleged enjoyment; the information contained in the other documents is meagre, "no mention being made of any "particular place, whereas from your arzi of the 4th September and that of the Sheristadar it "appears that the places called Huvinabhavy, Chinna Gungadi Collem, and Pedda Gungadi "Collem, which are washed by the rain falling on the hill called Bedargutta together with "the ground surrounding the same from the land belonging to Joga, and entered in the Sircar "survey and assessment, amounts as follows:—

	No.	Acre.	Assessment.			
"	124	55	27½	Sircar	immemorial	waste.
"	125	54	27	do	do.	do.

"and that out of this, some (cultivated) fields were also attached to Joga. Moreover, in the depo- "sition of Cacabull Unkanaik, submitted by the Sheristadar with his arzi, he (deponent) states "that when he had sub-rented the jungle farm of Sundoor from one Kotwal Hussan Saib who had "rented that farm, he was told by the said Kotwal Hussan Saib not to collect seigniorage, &c., "on wood cut or on cattle grazing at the places known as Nowlithituru Venugangana Collem, "and others as being within the limits of the Company's territories; that the deponent acted "accordingly for sixteen years, and that he also similarly acted when he sub-rented the farm "from Annamadit for nine months in the year Virothi, and for six months in that of Vikruti. "The people of Cacabull and other villages have also deposed that no seigniorage was ever paid "to the Sundoor authorities on timber, &c., obtained from the locality under dispute. For these

" and other reasons the locality in question appears to belong to the Company's territories and " not to the Sundoor State, and no seigniorage, &c., in connexion with it is, therefore, to be paid " to the contractor of Sundoor."

7. It would appear from the above that the Collector's decision was based virtually on the statement of the Tahsildar that the gorges of Huvinabhavy Colla, Pedda, and Chinna Gungadi were included in the pymaish accounts of the village of Joga. It is at any rate clear that, with that statement uncontradicted before him, it would have been impossible to arrive at any other decision than the one actually made. We will now, however, as we did in considering the report of the Tahsildar, omit from consideration the statement that the disputed land was included in the pymaish accounts, and confine our remarks to the other evidence produced. The only other evidence produced on the Joga side that is specified in the decision, is (1), the statement of a native of Cacabull, who was a former sub-contractor for the Sundoor jungles, and (2), the declarations of the villagers of Joga and Cacabull. It does not appear that there was any documentary evidence whatever produced on their side. With regard to the statement of the contractor, I have little doubt that it would have been contradicted by the statement of the Sundoor contractor who had seized the axes of the Joga people on that very land, and it is most improbable in itself, for nothing seems more certain than the fact that, for many years previous, the Sundoor people had been persistently demanding a tax for wood cut on their land. This is proved in the numerous complaints made to the Tahsildar.

As regards the interested evidence of the people of Joga and Cacabull, it is virtually contradicted by the statement of the Tahsildar, for he says that the people of Joga and Cacabull admit their indebtedness to the Sundoor people, on account of wood cut in Sundoor, and I have shown above that there was no likelihood of the people of Joga going for wood anywhere else than to the disputed land [illegible] contradicted by Sundoor contractors.

8. We now come to the evidence in behalf of the Rajah of Sundoor. The apparent great preponderance of evidence in favour of the people of Joga and Cacabull, arising from the false conclusions drawn from the pymaish accounts, prevented much attention being paid to the question of the genuineness or otherwise of the documents put forward on behalf of the Rajah's claim. Nine such documents are mentioned by the Collector, but only one is particularized, and that one goes to prove that Rama Colla and Huvinabhavy Colla belong to Sundoor not to Joga. The other documents are not specified; the information contained in them is said to be meagre, and it is said they do not mention any of the disputed spots by name. We must at any rate, I think, grant that they had some bearing on the dispute, and were in favour of Sundoor, and we may fairly take them as a set-off to the evidence of the Cacabull villagers. These documents appear to be the only evidence adduced on behalf of Sundoor, and as there is no decisive evidence on either side we will now consider the general probabilities of the case. These probabilities appear to me to be decidedly in favour of Sundoor:—

1*st*.—The fact of the disputed land being not entered in the pymaish accounts of the village of Joga, is, as I shall show below, strongly in favour of the fact that the land did not belong to Joga.

2*nd*.—The general nature of the Sundoor boundary line sometimes running at the foot, sometimes ascending to a slight extent the outer slopes, but never reaching the top of the main range, and always crossing a gorge at the mouth for a space of 80 miles, renders it likely that a similar line was originally the boundary at this spot, a length of hardly two miles.

3*rd*.—The statement of the Joga people that they enjoyed the whole of the land south and east of the hill called Bedargutta is negatived by the fact admitted by the Tahsildar that the Sundoor people owned cultivated land within those boundaries.

4*th*.—The Ordnance Maps prepared in 1828 show that in this part and on all the other sides of the territory the boundary line was held at that time to be the main chain of hills.

9. With regard to the first of these points, a re-survey of the Joga lands according to the pymaish accounts was made in the year 1867. It was then shown that in no case did any of the measurements reach as far as the foot of the main range of hills, though every latitude was allowed to the measures. I have myself, in company with the Sundoor people and the people of Joga, inspected the line shown by their survey to be the limit of the village of Joga on the Sundoor side. I am perfectly satisfied from a consideration of the accounts that the people of Joga have, to say the least, got every acre of land which they could possibly claim under the authority of those accounts, and yet the measurements do not reach the lines which has all along been claimed by the Rajah of Sundoor as the boundary of his territory, and do not reach within one mile, and, in many cases, two miles of the boundary line claimed by the people of Joga. There is, moreover, another fact connected with these last measurements which should, in my opinion, be held conclusive against the claims of the Joga people, and this is the fact that the lands of Joga are in the south (*i. e.*, the Sundoor side) bounded not by hills in every case, but in several places by land which, had it belonged to Joga, would most assuredly have been surveyed and entered in the accounts. The fact that this land is not so entered is, I consider, very strong proof indeed that it did not, at the time of the survey, belong to the village of Joga. Mr. Lilly's remarks on the *prima facie* incompleteness of the accounts have no bearing on the fact now insisted on. The accounts may be said to be incomplete because they do not include hills, or what is in the language of the accounts called peramboke, but they were not required to include hills, and so, though incomplete, they cannot be called inaccurate. Supposing the land now referred to to have belonged to Joga; its non-entry in the accounts would show their accounts to be not only incomplete, but inaccurate: and their accuracy has never been denied or called in question. But the gorges and slopes claimed by Joga are cut off from it by this land which is thus shown not to belong to Joga, and their claim to the gorges would, under these circumstances, seem to require much stronger evidence than has been adduced.

10. Secondly, as regards the general nature of the boundary line. It is proved that this line for a distance of about 80 miles, that is, through 78-80ths of its extent, runs along the outer side of the main range. In many places it runs along the foot of the hills; in many places it slightly ascends the slopes, in many cases it runs at a slight distance from the foot of the hill. In no case does it reach the top of even the outer slopes of the hills, and in no cases are any of the numerous gorges claimed to belong to the Bellary District. In all other disputes between the villages of the Bellary District and Sundoor, the pymaish accounts have, with the consent of both parties, been referred to for a settlement and their accuracy has not been called in question, nor was their accuracy called in question in this case, the accounts were, in fact, relied on, until they were found to be opposed to the claims made under their authority. The third point does not appear to demand remark. It shows clearly that the claim of the Joga people to sole enjoyment of the disputed land is at least negatived by proof that the Sundoor people were actually in possession of part. The fourth point requires no remark, it is not perhaps worth much in itself as evidence, but it is entirely in favour of the claims of the Rajah.

11. I have now considered all the evidence on both sides as it should have appeared before Mr. Robertson in 1832. No further evidence (then existing) has been brought forward in support of the Joga claims. The Sundoor Rajah now, however, submits two further pieces of evidence, one a brass plate and the other a tomb situated in a small temple near Sundoor, on both of which are inscriptions setting forth the boundaries of the territory of Sundoor. The boundaries so set forth are those now claimed, and appear to have been the boundaries claimed in 1832. Of the age of the inscription on the brass plate I can form no opinion, and no evidence is forthcoming to show how it was originally obtained, and who cut it. I have visited the tomb in which is the other inscription. That it is of considerable age, there is no doubt. Mr. Macartney, the Rajah's agent, insists on the probability that it was inscribed in 1818, when the Rajah was placed in independent possession of Sundoor. Mr. Lilly, on the other hand, would doubt its having been in existence in 1832 from its not having been produced by the Rajah's Vakeel at the time of the inquiry held in that year. The rest of the evidence is so much in favour of the Rajah

that no necessity exists for basing the claim on the evidence to be derived from the inscription, and I have only mentioned it because it has always been alluded to in previous inquiries. It is to be observed, however, that as the great preponderance of evidence shows the inscription to be correct, it also increases the probability of its being an ancient and *bonâ fide* one, for it is very likely, indeed, that at the time when Sundoor was handed over to the Rajah, some such inscription would be made.

12. Under the circumstances above set forth I have been driven to the conclusion that the claim of the villagers of Joga and Cacabull to ascend the slopes and enter the gorges at Huvinabhavy, Rama Colla, Chinna Gungadi, and Pedda Gungadi, is quite untenable, and I hold that the boundary line between Huvinabhavy and Pedda Gungadi Colla runs as nearly as possible at the foot of the main chain of hills, cutting the gorges of Rama Colla, Chinna Gungadi, and Pedda Gungadi at their mouths. The line will be drawn from the well at Huvinabhavy to a boundary-stone on a hill, will cross a small gorge direct to a boundary-stone on another hill, and will then run along the lower portion of valley, which valley runs at right angles to the abrupt openings of the Hiri Gungadi and Chinna Gungadi gorges. The proposed line has been pointed out to the Curnum and other people of Joga, and to the Curnum and other people of Sundoor, in the presence of the Rajah's agents and of myself. The agent acquiesces in this arrangement.

13. As the decision at which I have arrived is directly opposed in that formed previously by two officers who both appear to have taken a great deal of trouble in the case, it will be perhaps advisable that I should give the reasons which have led me to differ from them, or rather that I should point out the errors into which I conceive they fell. The error nullifying Mr. St. Clair's decision is plain. The re-survey of the lands in the village of Joga had not yet been made, and he was consequently misled in the same manner that Mr. Robertson had been misled by the false statements of the people of Joga. What I conceive to have been the mistake of Mr. Kelsall is equally [illegible] as Mr. Robertson, but with the light thrown on it by the recent re-survey, he based his decision—decision adverse to Sundoor—on the fact that the evidence of long enjoyment was in favour of the Bellary ryots. But I submit that the only question to be considered was the question of enjoyment *previous to* 1832. Mr. Kelsall admitted that the boundary line of Joga was shown to run only to within 100 or 150 yards of the foot of the hills claimed, but he attributed the non-entry of the disputed lands in the accounts to their *primâ facie* incompleteness. There was another explanation of the fact open to Mr. Kelsall, and that was this very simple one, that these lands were not entered in the accounts simply because they did not belong to the village of Joga. My conviction, as stated above, is that this explanation is the legitimate and only proper one.

I return, herewith, all the records and former proceedings in the case.

No. 9. ORDER THEREON, 2nd June 1869, No. 190.

The Governor in Council resolves to sanction the boundary line between the villages of Joga and Cacabull in the Bellary district, and the territory of the Rajah of Sundur, as now proposed by Mr. Clogstoun and acquiesced in by the Rajah's Agent, and directs that the boundary be demarcated accordingly. Mr. Clogstoun's clear and complete report is very creditable to him.

(True Extract).

R S Ellis
Chief Secretary.

To the Collector of Bellary.
„ Revenue Department.

Exd. J. Wright.

[illegible]

Rev. Jr. 1883. Dept

Govt. of Madras.

POLITICAL.

To

THE COLLECTOR of BELLARY.

&c., &c., &c.

Dated June, 2nd.

Read. 7th ——— Inst.

G. O., 2nd June 1860, No. 199.

JUNE.
Nos. 8-9.

Sanctioning the boundary line between the villages of Joga and Cacobull in the Bellary District, and the territory of the Rajah of Sandur, as now proposed by Mr. Clogstoun and acquiesced in by the Rajah's Agent, and directing that the boundary be demarcated accordingly.

Wm Oberl

Rs 1867 7/12 June 59

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