M.R.O 1—39,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1182 Press ~~Mis.~~

652-653

Dated 30th. April ~~19~~ 1869

Not to be folded or roughly handled

No. 652. Read the following Proceedings of the Board of Revenue, dated 9th April 1869, No. 2,396 :—

Read the following letter from the Acting Sub-Collector, in charge of Salem District, to the Acting Secretary to the Board of Revenue, dated on Circuit at Malloor, 27th February 1869, No. 45.

As directed in the Endorsement on Board's Petition No. 2,647 of 1868, I have the honor to forward copies of the two reports of the Acting Head Assistant Collector to the Collector.

2. I see no objections to, as suggested, including the names of all the shareholders of the Balagunta Jaghire in the registry, and leaving them to appoint their own manager.

3. It is certain, however, that whatever arrangement is made, these parties will continue squabbling amongst themselves, and I would, therefore, suggest that if the registry is made in their joint names, they should be distinctly given to understand that Government will not interfere any further in the matter, but will leave them to settle their disputes as they best can.

4. Were it not that I feel assured that the shareholders, though now at discord, would at once unite to protest against the measure, I would have recommended, as the Jaghire has only the present life to run, that Government should assume the management of the two villages of Balagunta and Goollagunta, and pay the shares of those entitled to them.

From the Acting Head Assistant Collector, to the Collector of Salem, dated Tripattur, 12th August 1867, No. 284.

I HAVE the honor to reply to your's of the 16th ultimo, No. 893, (which I may remark did not each me till the 22nd idem) as follows :—

Several other sharers appeared before me, besides those that petitioned you. Mahomed Fakarudeen was present throughout the inquiry, either personally or by Vakeel, and first I will deal with the cases of your petitioners, namely, I. Mahomed Nasarudeen, II. Mahomed Shumsudeen, III. Rookya Bee, IV. Afissa Bee, and V. Mahomed Saidudeen.

I. Under the arrangement made by Mr. Collector Phillips, in Fuslies 1261-62, Nasarudeen's share is Rupees 350 per annum, (and here it may be remarked, no doubt is now raised as to who are the sharers, or what the above arrangement severally entitles them to) he now claims Rupees 43-8-0 for each of the Fuslies 1274, 75, and 76, being a total of Rupees 130-8-0 ; in support of his claim, he produces an unchallenged deed, executed between himself and the Jaghiredar in 1266, wherein the latter rents him the village of Goollagoonta in perpetuity for Rupees 306-8-0 ; by subsequent arrangement with the manager (Fakarudeen), the annual remission of this sum was allowed to count part of the share, the balance payable being Rupees 43-8-0. Fakarudeen produces no document of any kind and simply maintains the rent is Rupees 361, and that Nasarudeen has to pay him Rupees 11 yearly. I consider the former is entitled to his present demand of Rupees 130-8-0 ; undoubtedly of late Fuslies, the Jummah of the village has increased, but as this is presumedly by the exertions of Nasarudeen, it is but fair he should enjoy the advantage, more especially as I cannot find any documentary provision to the contrary. Fakarudeen is also inconsistent in claiming exemption from paying balance of share, on account of the increase of Jummah ; for, as regards the pretensions of all the present applicants to participate according to their shares in the increase of Jummah in Balagunta village (under his immediate management) amounting to Rupees 602-7-2 in 1272, and to Rupees 806-4-7 in 1273-76, he (Fakarudeen) contends that this village has been rented in perpetuity to him on the 21st Vyasi 1266. As profits and losses must

be his, and his only, and that he is only bound to pay the sharers the sums directed by Mr. Phillips, I consider this argument good, but if so, in his case, it is equally so in that of Nasarudeen.

With reference to the additional claim, (just alluded to) which the petitioners put forward to share in the increased Jummah of Balagunta village, Nasarudeen claims for Fusly 1272, Rupees 100-6-6, and for each succeeding Fusly, Rupees 134-6-1.

II. Shumsudeen admittedly receives besides his own share, those of his brothers and sisters, Nurudeen, Mahomed Musa, Mahomed Ayim, Rookya Bee (III.) and Mohadeen Bee, the total payable yearly being Rupees 318; last Fusly (1276) he was paid only Rupees 35, which makes his present claim Rupees 283. Fakarudeen pleads in reply, an arrangement made between him and Shumsudeen in 1273, and renting the latter some land in Vapalanattam (Munyoor) village at Rupees 454, out of which Shumsudeen had only to pay him Rupees 136 yearly; further he (Fakarudeen) resumed the land in 1276, the other having paid him nothing for Fuslies 1273-75; Rupees 136-0-3 being Rupees 408, and the share of Fusly 1276, being deducted therefrom, Shumsudeen actually owes him at present Rupees 90. Fakarudeen, however, produces no documentary evidence of all these assertions, which consequently appear improbable, nor is the other much better off in this respect, telling as he does a curious story of Fakarudeen's having leased him Munyoor village in Fusly 1272, to clear off Rupees 1,302-8-0, amount of shares payable from Fuslies 1269-72, and pay current shares till the year 1870; the rent was Rupees 420, and if on the expiry of the lease any of the old debt remained, Fakarudeen was to pay it up in ready money; this arrangement (continues Shumsudeen) operated till 1275, when another made between Fakarudeen and the Jaghiredar ousted him from enjoyment of the land. In support of his assertions, Shumsudeen produces what purports to be the deed executed by him and Fakarudeen on the 15th May 1863 (1272). This document, it is to be observed, is declared an entry forgery by Fakarudeen, it is not on stamp paper, and it is not attested; I further noticed Shumsudeen seemed rather surprised when I pointed out to him that if his first assertion and the document in question were correct, Fakarudeen would still be his debtor for some Rupees 800 of the Rupees 1,312-8-0; after some hesitation, however, he stated that amount (Rupees 800 and odd) is owing him. Now if this claim be true, how comes it not merely that he did not represent to me in the first instance, but also that he has taken no steps to recover in a Civil Court.

III. Very likely there was some arrangement between the two, under which Shumsudeen has rented land in set-off of the shares payable to him, undoubtedly this tenure ceased in 1275, and on which side the balance, if any, lies, it is difficult to say, in the presence of such contradicting statements; but this much is clear, that Rupees 350 is the share payable, and that of this, but Rupees 35 are admitted to have been paid last Fusly, so that Rupees 283 are still due, Fakarudeen being incapable of producing satisfactory acquittance; if Fakarudeen elected to perform certain of the obligations imposed on him by revenue authority, in a way not contemplated apparently by the same, namely, giving grant of land in lieu of ready money payment. I apprehend it is not the duty of a Revenue Officer to track the maze of complications, that may arise from such a course, but merely to see that the original order is strictly carried out, it being competent to any aggrieved party to determine further points through a Civil Court; another reason I have for giving this opinion, is Fakarudeen's attempting further complication of the matter, by now claiming Rs. 37-12-0, which he says Shumsudeen collected in Munyoor for 1276, after he had been ousted; putting aside further comment, it is pretty clear from Fakarudeen's own statements that any collection Shumsudeen may have made was neither of his own accord nor for himself.

Lastly, Shumsudeen claims for himself and his immediate co-sharers to participate in the increases of Jummah that took place in 1272 and 1273-76: this claim I reject for the reasons given on the same subject in Nasarudeen's case to save repetition. I would remark that the precise demand, made by other petitioners likewise, to participate in those profits, will not be treated of separately, as the same answer applies to all.

IV. Afissa Bee's share is Rupees 35, which she maintains is in arrears for Fuslies 1275 and 1276; here, as in the previous instance, the case is complicated by some land tenure. It is clear that at the beginning of Fusly 1274, Afissa and her husband, Alli Beg, held from Fakarudeen

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some land in Munyoor village, at a rent of Rupees 14-6-9, and some more in Balagoonta village, at one of Rupees 20-13-0, Fakarudeen contends that the remission of the two rents has been, and is allowed in lieu of the share; he, however, admits owing Rupees 14-6-9 for 1275; Afissa having paid the rent of the Munyoor land that Fusly; Afissa on the other hand states, she paid no rent for the same land in 1276, on account of some dispute about it between Fakarudeen and another; I believe the best plan is to direct the former to pay her at once the Rupees 14-6-9, on account of her share for 1276, leaving him to recover the rent balance from her in the usual way. As for the Balagoonta land, it appears from both parties, Afissa has not been in possession of it since Fusly 1274, and though Fakarudeen may object as he does to the way in which she lost enjoyment, he is clearly bound to pay her Rupees 20-13-0, for each of the subsequent Fuslies. In fine, her present demand is good, and Fakarudeen has to pay her Rupees 35 for each of the two last Fuslies.

V. Saidudeen whose share is Rupees 70, has been paid only Rupees 35 for last Fusly, he now claims the balance. His claim is admitted by Fakarudeen, who does not account satisfactorily for non-payment.

2. I now proceed to report on the cases of those sharers that subsequently petitioned. Tippu Bee's share is Rupees 175, whereof for 1276, only Rupees 115 have been paid, so that she claims Rupees 60. Fakarudeen admitting the claim, accounts for non-payment up to this, by saying the amount did not fall due till May, and it is usual to give a couple of months' grace.

Hassain Bee's share is likewise Rupees 175, whereof, she claims for last Fusly Rupees 75, Fakarudeen having paid her up to this, only Rupees 100, he indeed admits owing her Rupees 100, and states he would have paid them before, only for Hassain's own request, that he would each year keep back a certain amount of her share, till a debt she had contracted with another, had been satisfied; she denies having made such a request, though she admits existence of the debt:—it does not seem necessary to enquire into the truth of these opposing statements, clearly, he owes her Rupees 75.

Musa Bee, whose share is Rupees 35, claims an arrear of Rupees 24-4-0, which is admitted by Fakarudeen, who does not attempt to account for not having paid it up to this.

Gulam Kaidar only claims to participate according to his share in the increases of Jummah in Balagunta village. In conclusion, I beg to enclose certain connected papers, as per accompanying list.

(True Copy.)

(Signed) J. F. PRICE,
Acting Sub-Collector in charge.

ENCLOSURE No. 2.

From the same Officer, dated Tripatore, 25th October 1867, No. 386.

ACKNOWLEDGING receipt of your's of the 22nd August, No. 1,064, I have the honor to state, I sent Mahomed Fakarudeen Sahib the desired written notice on the 7th ultimo, and that the same was duly served on the 10th idem; further, the shareholders (through their vakeel) declared before the Tahsildar on the 12th instant, that up to that date nothing had been paid them: further, the registered holder Yasim Saib appeared before me on the 17th instant and prays that Fakarudeen Saib be removed from the managership and that he be appointed thereto instead; in the event of this request being complied with and Fakarudeen's share being handed over to him as a temporary measure, he engages to pay up the arrears of shares and Jodi, within two months or less, refunding himself with interest at the rate of 1 per cent. per mensem, out of Fakarudeen's share; and lastly, I have the honor to enclose along with other papers, as per list, a Statement showing the ayacut cultivation and waste of the Jaghire villages, during the last three years, excepting those of Vellaguttai for Fusly 74, the accounts of which are stated by the Jaghiredar to have been lost whilst in his custody.

(True Copy.)

(Signed) J. F. PRICE,
Acting Sub-Collector in charge.

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ENCLOSURE No. 3.—Petition.

THE Board approve of the course proposed by the Collector in paragraph 2, which is in accordance with Government Order, 4th June 1862, No. 1,231.

2. The Jaghire should be released from attachment, and the shareholders informed that the manager appointed by them will be recognised, and that they must settle their disputes without referring to the Collector who has been instructed not to interfere in future.

3. A copy of these Proceedings will be submitted to Government.

No. 653. ORDER THEREON, 30th April 1869, No. 1,182.

Miscellaneous. | ORDERED to be recorded.

(True Extract.)

To the Board of Revenue.

Exd. E. C. Shunker.

Rec'd 4 June/62 No 49 750

Revenue 1869. Sept.

Board of Revenue,
MADRAS.

No. 1198.

PROCEEDINGS 9TH APRIL 1869, No. 2,396.

Read 12 Encl.
Received 13

APRIL.
No. 2,396.

Balagunta Jaghire—in Salem District,—Collector's proposals to register, in names of all the shareholders, and to leave them to appoint their own Manager, approved,—Estate directed to be released from attachment, and shareholders to be informed that manager appointed by them will be recognized, and that they must settle their disputes without reference to Collector.

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Recd. 30th April 1869

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