

*Proceedings of the Madras Government Revenue Department,
15th July 1871.*

No. 187. Read the following Proceedings of the Board of Revenue, dated 4th July 1871 :—

Read the following letter from the Officiating Collector of Madras, to the Acting Secretary to the Board of Revenue, dated Madras, 3rd July 1871, No. 104.

SARAVANAMUTTU PILLAY, the late contractor of Puttai Arrack, claims to be paid for 41,000 gallons not received from him during the two years* of his

contract, and which he states that Government were bound to receive by the terms of the contract deed. Doubtful of the correctness of his claim I consulted the Government Law Officers, who were of opinion that he had no claim up to the 17th December last, the date on which he first insisted on our taking the minimum quantity of 300 gallons a-day. From the 17th December to the 30th June last, there were 196 days ; deducting from these the number of days on which 300 and more gallons were received (103), there remains a balance of 93 days on which less than 300 gallons were received from him. The accompanying statement shows what Government were bound to receive, and what they actually received. For the non-receipt of the difference (15,240 gallons), the contractor appears to be entitled to compensation. Taking the profit to be 2 Annas a gallon the amount due to him is Rs 1,905.

2. In his letter of the 28th ultimo he contends that he is not bound to sell to Government the 2,900 gallons at 10 Annas a gallon, which the Deputy-Collector indented on him for on the 30th idem. I think his contention is bad, and if he had insisted on its correctness, I would have been under the necessity of referring the same to the Law Officers of the Crown.

3. On my offering him (subject to Board's approval) a sum of Rupees two thousand in full satisfaction of all his claims against Government in the matter of Puttai Arrack, he, with great reluctance, agreed to receive it.

4. Under these circumstances I have the honour to request that the Board will be pleased to inform me whether they approve of my proposal to the contractor, and sanction the payment of the amount to him.

SUBMITTED for the sanction of Government.

2. The payment is not greater than might be claimed at law, and it will at once put an end to a great deal of the anxiety and trouble which has been experienced in carrying out the order of Government, transferring the Madras Distillery to Mr. Pritchard.

3. The Board gather from the letter that Saravana has made over the liquor in store on the 1st instant to the Collector at 10 Annas a gallon.

No. 188. ORDER THEREON, 15th July 1871, No. 1,231.

Separate Revenue, No. 12.
<i>Abkarry.</i>

G. O., 21st June 1871, No. 254.

In their Proceedings of 16th May last, paragraph 8, clause (3,) the Board remark that Saravanamuttu Pillay, the then contractor for the manufacture of Puttai Arrack, "urges, with some

Proceedings of the Madras Government, Revenue Department,
15th July 1871.

"reason, that under his contract the Collector is bound to take 300 gallons of Puttai from him daily, and he exaggerates the amount of the claim he might make on this account. If the contract is extended he will understand that the Collector is bound to take no more Arrack than he can dispose of to the shopkeepers. The articles of agreement, which are badly drawn in this respect, will be amended."

2. The Board now propose the payment to him on this account of Rs. 2,000, as "not greater than might be claimed at law;" and this, they add, "will at once put an end to a great deal of the anxiety and trouble which has been experienced in carrying out the orders of Government, transferring the Madras Distillery to Mr. Pritchard."

3. The Governor in Council is unable to see any justification for this concluding remark. Whether the contract was continued to the Board's nominee or transferred to Mr. Pritchard did not affect the question of any settlement remaining to be made between the Collector and the late contractor on the terms of the contract which has just expired. The agreement, it has been seen, was loosely drawn up, and may be construed as binding the Collector to take 300 gallons daily, whether he wanted so much or not. It is not altogether clear from the Collector's letter whether the whole of the case has been formally laid before the Law Officers, and a written opinion obtained. If this has been done the Board will of course be guided by the reply; no payment, however, being made until Saravanamuttu Pillay has cleared himself of having defrauded the revenue in selling Colombo Arrack to Messrs. Abraham of Bellary at 1 Rupee 8 Annas the gallon—(paragraph 20, G. O., 21st June last, No. 1,093).

(True Extract.)

(Signed) D. F. CARMICHAEL,
Acting Secretary to Government.

To the Board of Revenue.

Ed. F. R. Bantleman.

Statement of the Board of Revenue at the Madras Distillery, dated 15th July 1871.

3 barrels of spirit from the Madras Distillery, 1870 to 71, at 30¢ per gallon, which is the price at which it was sold to the Collector, and the price at which it was sold to the public, is 30¢ per gallon. The difference between the two prices is 30¢ per gallon, which is the profit of the Collector. The total profit of the Collector is 30¢ per gallon, which is the profit of the Collector.

93	24,000	12,660	15,340	1908
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The above is the statement of the Board of Revenue at the Madras Distillery, dated 15th July 1871.

Madras Distillery
15th July 1871

Ed. F. R. Bantleman

No 1231
15th July 1871
Bd. Pro. to 15th July /71.

No 254
G.O. 21st June/71

In their Progs of 16th May last, Para 8,
Clause (3), the Bd's remarks that
Saraswammuthu Pillay, the then
contractor for the manufacture of
Puttai Annak, "urges with some
"reason that under his contract
"the Collr. is bound to take 800
"Galls of Puttai from him daily,
"and he exaggerates the amount
"of the claim he might make on his
"account. If the contract is as
"tended, he will understand that
"the Collr. is bound to take no more
"Annak than he can dispose of to the
"Shopkeepers. The articles of agreement,
"which are badly drawn in this
"respect, will be amended."

A. A.

2- The Bd. now propose the payment
to him on his account of 2000 Rs.,
as "not greater than might be
"claimed at law", and this,
they add "will at once put an end
"to a great deal of the anxiety & trouble
"which has been experienced in carry-
"ing out the order of 8th, transferring
"the Madras Distillery to Mr. Puttala."

