

*Proceedings of the Madras Government, Revenue Department,  
8th September 1871.*

Read again G. O., No. 1,103, dated 23rd June 1871, Revenue Department.

No. 116. Read the following letter from the Acting Collector of Madura, to the Secretary to Government, Revenue Department, Ootacamund, dated Madura, 15th August 1871, No. 1,507 :—

I HAVE the honour to submit copy of a letter addressed to me by the Zemindar of Ramnad, with reference to the Order of Government, dated 23rd June 1871, No. 1,103, and a translation of an agreement executed, on the 28th November 1867, by the Zemindar and his adoptive mother to the late Ponnusami Tevar.

2. The Zemindar repeats his complaints that he was as a child in the hands of his clever and unscrupulous brother, and that the promises by which he was induced to consent to the grants of Poliempetty and Pandalgudy have never been fulfilled.

3. The Zemindar also points out that, under the agreement herewith submitted, Ponnusami Tevar's estate is not liable to the payment of peishcush for the next eight years.

4. It is stated in paragraphs 3 and 4 of the memorandum by the Acting Secretary to Government, Revenue Department, embodied in the Proceedings of Government dated 23rd June 1871, that the annual rental of the sub-division is Rs. 90,000, and that its proper share of the peishcush would be Rs. 60,000; but the rent of the sub-division in 1868-69 was only about Rs. 55,000, and according to the statements furnished by the Zemindar, copies of which were transmitted to you with my letter of the 7th June 1871, No. 1,049, the average revenue of Poliempetty and Pandalgudy for the ten years preceding their alienation amounted to about Rs. 42,000, and the proper peishcush thereon will be about Rs. 25,000. If the error arose from paragraph 3 of the Collector's letter dated 16th March 1870, embodied in the Board's Proceedings dated 25th April 1870, No. 2,750, I beg to state that the income of sub-division mentioned therein includes several other villages besides those alienated from the Ramnad Zemindary.

ENCLOSURE No. 1.

From the Zemindar of Ramnad, to the Acting Collector of Madura, dated Ramnad, 15th July 1871.

IN acknowledging the receipt of your letter dated 30th ultimo, enclosing copies of the Proceedings of the Madras Government, I beg to reply that I am fully prepared to meet the wishes of His Excellency the Governor in reference to Poliempetty affair; but before doing so I beg to lay a few facts connected with it for the favourable consideration of His Excellency.

2. That Ponnusami Tevar had the sole management of this Zemindary for ten continued years, and that he was exercising absolute authority over the estate during that time, is a fact known to all. When he assumed that office there was in the treasury a surplus of two lacs of Rupees or more, and when I took up the management in 1868 I was given to understand, for the first time, that my estate had been involved to the extent of twelve lacs of Rupees.

3. His particular care during his management was to keep me in the dark, ignorant of all facts connected with the Zemindary, and to screen from me matters in which his self-interest is concerned. It is about this time that he had extracted from me, by threats and pretexts, several documents, the contents of even some of them I did not understand.

4. The Decree of the Privy Council, and the information from different quarters, that my brother is not acting fairly towards me revealed to me some facts, and when I began to watch his

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movements closely, he left the management and even handed over to me the ten years' contract agreement executed a few months before under terms very favourable to him.

5. When I took up the management from him the interior view of my Zemindary presented every thing in its true colour. The estate was in a most shattered condition. He had selected for himself Poliempetty (the best part of my estate) and several other productive villages, besides giving away to his relations and dependants great many villages on cowle for very much less, in most cases, than ten years' average income; and the principal buildings belonged to the estate, viz., bungalows at Madura, Pulney Hills, and at Paumben, had been entered as purchased, though no payment had been made.

6. I could state several such cases but refrain from doing so for fear of taking up much of your time. That I executed a document to get the Poliempetty formed into a separate estate, I do not deny; but there were other promises in connection with it he had to fulfil at the time of that document being registered; he was to lend me six lacs of Rupees on my Zemindary to extricate me from the greedy chetties; he was to return to me the document executed as my having received in advance the twelve years' kist on Poliempetty Division in satisfaction of certain sum said to be due to him; he was to make over to me the Madura building, or to pay me the value of it, viz., Rs. 25,000; he was to pay me back the sum of Rs. 32,000 received from my adoptive mother for building his own house at Ramnad; and he was to give me all the Zemindary records unjustly retained in his possession.

7. These are the promises he had to fulfil, and would have done so, had not his death interrupted. My case may be considered weak for want of documentary evidence to support it, and, if so, I would cite Sashadry Iyengar (his executor) and a few others as witnesses, who had been the medium of this transaction between us; and the very fact of there having been a delay in getting that document registered would also go to prove that some of the conditions on his part were still left unfulfilled.

8. Under these circumstances I do not know how far the Government would be justified in insisting upon my separating the Poliempetty, and in the event of doing so, I hope they will not fail to observe that the kist on that property for the remaining nine years will have to be borne by me.

9. I beg you will kindly lay the above facts before His Excellency the Governor, and relieve me from the predicament under which I am now placed.

**ENCLOSURE No. 2.**

TRANSLATION of an agreement executed by Streemathoo Moottoo Vajia Ragoonada Raneethoopathy Parvada Yurdhany Nachiar, Zemindarnee, and her late husband's adopted son Streemathoo Heranea Garboyaja Raveekoola Moottoo Vajia Ragoonada Moottoo Ramalinga Sethoopathy, residing at Ramnad in the sub-district of Ramnad in the jurisdiction of the District Registrar of Madura to Ponnusami Tevar of Poothoovai, brother of the above Sethoopathy, by profession a servant of the Zemindar, cultivator and trader, etc., also residing at Ramnad, under date the 23rd November 1867.

2. Upon settling the accounts of the loans you have been giving us on account of peishcush, etc., expenses of the Zemindary, from January 1863 to 15th November 1867, of the arrears of pay due to you as Manager of the Zemindary up to 17th September 1865, and of the commission due to you from various dates up to 30th June 1867, with reference to an agreement passed to you under date the 18th September 1865, a balance was struck against us, amounting to Rs. 1,38,964-2-8. This amount we are unable to repay at present. Therefore in payment of it, and to induce you to consent to the spreading of the payment over a long period of time as therein mentioned, and for the interest that will accrue up to the period of repayment of the principal, you will, yourself, and your heirs, continue to enjoy the sub-division villages, Poliempetty, Pandalgudy, etc., which are in your enjoyment, as belonging to the Zemindary, and which pay, and are liable to pay, porooppoo to the Zemindary, and will not pay for us or for our heirs the porooppoo

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which you had been paying thereon, or the porooppoo (if any), that may be fixed on them hereafter by the Collector, and the porooppoo that you will have to pay annually to the Zemindary on Nagandracherry, Nallegolam, Veppencolam, Vannathyendel, Neeravy, Ayagoody, Teppalkaray, Valanaud, Perayur, Naranamangalam, Cavanor, Kooroonthoor, Gopaulanendel, Andagoody, Seroovanoor, Adavathoor, Kundamangalam, and other villages, and on the topes and lands situated in Nagachy, Alagancolam, Koonjiavalasay, Moottookonevalasay, and Paramakoody, etc., villages, as also on all Durmasanam and Jeevitham, etc., villages for twelve fuslies from 1277 or 1867 to 1288 or 1878-79. As by not paying so, we have mutually agreed and settled as if the above-mentioned debt to the amount of Rs. 1,38,964-2-8 due by us has been liquidated, we will, on our part, never claim the porooppoo from you for the above twelve fuslies, while you on your part will never claim payment of the amount of debt due to you. From and after Fusly 1289, following that on which the twelve fuslies will expire, you shall, according to stipulations, pay the porooppoo due on the above villages, etc.

3. As the circumstance of your having obtained receipts for porooppoo paid by you up to 1276 for the villages above referred to, and of our deduction of the same previous to this arrangement has been settled, we have no claim whatever to the same.

4. Your heirs and ours should bind themselves to these stipulations.

5. Thus we and you have consented and executed this agreement.

(Signed) RANEE SETHOOPATHY PARVADA  
VURDHANY NACHIAR,  
(,,) MOOTTOO RAMALINGA SETHOOPATHY.

This agreement was drawn out by me,

(Signed) LETCHMANA IYEN,  
Writer of the Zemindary.

**Witnesses:**

Marked Moottal, the Raneeth's Stanapathy.

„ Aberamy, do.

(Signed) AYAKANNOO PILLAY,  
Deputy-Gumastah of the Office of the Zemindar.

(Signed) CAULEPPA PILLAY,  
Son of Canleappa Pillay.

(Signed) C. SADASEVAYER,  
Sub-Registrar.

(True Translation.)

N.B.—This agreement drawn on a Stamp of Rs. 300½ has been registered in the Sub-Registrar's Office at Ramnad on the 25th November 1867.

(Signed) W. McQUIHAE,  
Acting Collector.

No. 117. ORDER THEREON, 8th September 1871, No. 1,564.

Miscellaneous.

THE Government observe that the agreement of 23rd November 1867 now submitted is of much later date

than those which were under consideration when the Proceedings under reply were held, and the fact that under it no payment of peishcush on account of the alienated lands can be claimed from Ponnusami Tevar's estate till after the close of 1878-79 very materially reduces any interest that Government can have in the apportionment of the assessment of peishcush. The Acting Collector will, however, point out to the Zemindar that the suggestion offered by Government was made in

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his interests; the Acting Advocate-General having advised Government that the Zemindar could not now set aside the assignment made to his late brother, and that his registration of the assignment would enable him to recover the share of the peishcush due on the lands, while the right of his successors to impugn the validity of the alienation as against them would not be affected.

2. The agreement now produced seems to Government to place the Zemindar in a worse position than they had supposed; but if the Zemindar will cause a full statement of his case, with the evidence available in support of it, to be drawn out, the Government will take further legal advice as to the probability of the alienation being now set aside, or the fulfilment of the conditions enforced.

(True Extract.)

(Signed) W. HUDLESTON,  
Secretary to Government.

To the Acting Collector of Madura,  
the Board of Revenue.

no 1507

Collector's Office  
Madura  
15<sup>th</sup> August 1871

From

W. McQuhae Esq<sup>r</sup>,  
Acting Collector of Madura

W. Hudleston Esq<sup>r</sup>,  
Secretary to Government,  
Revenue Dept<sup>t</sup>,  
Arcotamund

Sir

I have the honor to submit copy of a letter addressed to me by the Zemindar of Paimnad with reference to the Order of Government dated 23<sup>rd</sup> June 1871 No 1103, and a translation of an Agreement executed on the 28<sup>th</sup> Nov<sup>r</sup> 1867 by the Zemindar and his adoptive mother to the late Ponnusamy Iyer.

The Zemindar repeats his complaints that he was as a child in the hands of his clever and unscrupulous Brother, and that the promise by which he was induced to consent to the grants of Polliamputty and Pandalgudy have never been fulfilled.

3. The Zemindar also points out that under the agreement herewith submitted Ponnusamy Sivar's Estate is not liable to the payment of Peshkash for the next eight years.

4. It is stated in paras 3 & 4 of the Memorandum by the Secy to Government Revenue Dept<sup>y</sup> embodied in the Proceedings of Government dated 23<sup>rd</sup> June 1871 that the annual rental of the Sub Division is Rs 90,000 and that its proper share of the Peshkash would be Rs 60,000; but the rent of the Sub Division in 1868-69 was only about Rs 55,000 and according to the statements furnished by the Zemindar copies of which were transmitted to you with my letter of the 7<sup>th</sup> June 1871 No 1049 the average Revenue of Poliamputty & Pandelgady for the ten years preceding their alienation amounted to about Rs 42,000 and the proper Peshkash thereon will be about Rs 25,000. If the error arose from Para 3 of the Collector's letter dated 16<sup>th</sup> March 1870 embodied in the Board's Proceedings dated 25<sup>th</sup> April 1870 No 2750 I beg to state that the income of Sub Division mentioned therein

therein includes several other villages besides those alienated from the Ramnad Zemindari.

I have the honor to be,  
Sir,

Your most obed<sup>t</sup> serv<sup>t</sup>

W. M. Luker  
Esq Collector

817  
Ramanad 15<sup>th</sup> July 1871

From  
V. Mutturamalinga Sattupathy  
Zemindar of Ramanad

To  
W. McQuhae Esq<sup>r</sup>  
As Collector of Madras

Sir,  
In acknowledging the receipt of your letter dated 30<sup>th</sup> Mch. enclosing copies of the Proceedings of the Madras Government, I beg to reply that I am fully prepared to meet the wishes of H. E. the Governor in reference to Pochampatty affairs; but before doing so I beg to lay a few facts connected with it for the favorable consideration of His Excellency.

That Ponnasamy Saiver had the sole management of this Zemindari for ten continued years, and that he was exercising absolute authority over the Estate during that time, is a fact known to all. When he assumed that office there was in the Treasury a surplus of two lacs of Rupees or more and when I took up

Surveying Engineer 3<sup>rd</sup> Dec

No 116-

1871 Dec 15  
From P. No 2659  
Sd/- As Collector of  
Madras  
To the Secy to Govt  
Bombay  
Colonization  
of Pochampatty  
1871  
Every 21<sup>st</sup> July  
submitting herewith  
for the favorable  
consideration of Govt  
Copy of a letter addressed  
by the Zemindar of  
Ramanad on the sub-  
ject of the sub division  
of Pochampatty together  
with his (Sd/-) opinion  
thereon as to the  
amount of District  
the sub division

up the management in 1868, I was given to understand for the first time that my Estate had been involved to the extent of twelve lakhs of Rupees.

His particular care during his management was to keep me in the dark, ignorant of all facts connected with the Zemindary; and to screen from me matters in which his self-interest is concerned. It is about this time that he had extracted from me, by threats & pretence, several documents, the contents of seven copies of them I did not understand.

The degree of the Privy Council and the information from different quarters that my brother is not acting fairly, towards me revealed to me some facts, and when I began to watch his movements closely, he left the management and was handed over to me the ten years' Contract Agreement executed a few months before under terms very favorable to him.

When I took up the management from him the interior view of my Zemindary presented every thing in its true color. The Estate was in

in a most shattered condition. He had selected for himself Polimputty (the best part of my Estate) and several other productive villages, besides giving away to his relations & dependants, great many villages in cowle for very much less, in most cases, than ten years' average income; and the principal buildings belonged to the Estate viz. Bangalows at Madura, Palmy Hills, and at Pamban had been entered as purchased though no payment had been made.

I could state several such cases but refrain from doing so for fear of taking up much of your time. That I executed a document to get the Polimputty formed into a separate Estate I do not deny; but there were other promises in connection with it he had to fulfill at the time of that document being registered; he was to lend me six lakhs of Rupees on my Zemindary to extricate me from the greedy chetties; he was to return to me the document executed as my having received in advance the twelve years' Kish on Polimputty Division, in satisfaction of certain sum said to be due.

due to him; he was to make over to me the Madirā building or to pay me the value of it, viz: Rs 25,000; he was to pay me back the sum of Rs 30,000 received from my adoptive mother for building his own house at Ramnad; and he was to give me all the zemindary records unjustly retained in his possession.

These are the promises he had to fulfill and would have done so had not his death interrupted. My case may be considered weak for want of documentary evidence to support it and if so I would cite Sashadry Iyengar (his executor) and a few others as witnesses, who had been the medium of this transaction between us; and the very fact of there having been a delay in getting that document registered, would also go to prove that some of the conditions on his part were still left unfulfilled.

Under these circumstances I do not know how far the Government would be justified in insisting upon my separating the Polimputty; and in the event of doing so I hope they will not

85  
not fail to observe that the risk on that property for the remaining 10 years will have to be borne by me.

I beg you will kindly lay the above facts before His Excellency the Governor and relieve me from the predicament under which I am now placed.

I have &c

(Signed) V. Muttaramaswami  
Sagthapathy.

(True copy)

P. M. Subbar  
As Collector

Received  
7 Sept. 91. *W. H.*

No 1584  
 8 Sept 71  
 Had again the B.O. 1103  
 of 23 Aug 71  
 All the above  
 and all the above  
 of 23 Aug 71  
 I have observed that the  
 agreement of 23 Oct 70  
 now in force, though it  
 much later date than  
 the 23 Oct 70, and  
 consideration by the  
 Board under 23 Oct 70  
 has been told, and the  
 fact that the  
 no payment of the  
 account of the  
 situated land can  
 be claimed from  
 the land, but  
 until after the  
 close of 1878-79, may  
 materially evidence  
 that in fact that for

*Enclavare me de*

From  
Dear Mr Allen

James

Wm. Seely & Son  
Barre Vt.

Colakhan

Date 215 to Aug 1  
 No 150

420/1501

Q2659/71.

John J. Little

Dec 15th 1894

Success from

100  
The Journal  
of Anna

868 "Sept 22/71. D. D.

can have in the apportionment  
of the assessment of the land  
which will be given point  
at the Jaminas that the  
suggestion of the Jaminas  
was in his interest. The  
advice of the Jaminas  
could not now be made  
the Jaminas and that  
his separation of the assig.  
of the land to the Jaminas  
the share of the Jaminas  
the rest of the land. While the  
right of his successor  
to the land is the validity of  
the allocation as against  
himself and the Jaminas.

The Agreement was  
produced by the Jaminas  
to place the Jaminas  
in a better position than  
they had occupied - but  
if the Jaminas will

cause a false statement  
of his case to the Jaminas  
available in support of  
it. The Jaminas out.  
The Jaminas take the  
legal advice as to the  
probable result of the  
allocation being  
not at all as to the  
the Jaminas of the  
and times enforced

11

1 To the College of Medicine Dec 15/84  
14 The Board of Dec 1

Govt. of 1871

REVENUE.

To THE COLLECTOR OF MADRAS,

And, And, And,

Dated Sept 1871.  
Recd. And.

G. O., 8th September 1871, No. 1,564.

STEVENSON.  
Nos. 110-117.

Removal of the District.—  
Passing orders on the District Officer's letter respecting  
sub-division of the District and assessment of  
peasants thereon.