No. 53. Read the following Proceedings of the Board of Revenue, dated 7th February 1871, No. 581:—

Read the following letter from the Collector of Tinnevelly, to the Acting Secretary to the Board of Revenue, dated 8th December 1870, No. 604.

In reply to the Board's Proceedings, No. 2,691, dated 30th May 1870, I have the honour to inform you that the land tenures of this district are Zemin, Kattuguttagei, Inam, Panguvali, and Perumpat, and I will here briefly describe each.

2. Zemin.—By Regulation XXV. of 1802 the proprietary right of the soil in certain cases was vested in Zemindars and in their heirs and lawful successors for ever, or until such time as the conditions set forth in the Istimirar Sanad or Title-deeds granted to them ceased to be observed on their part. Such Zemins have always been treated as definitely bounded estates, and no cognizance has ever been taken of the particular classes of land comprised within those estates; for the very conditions of the permanent settlement conferred on the Zemindars the power to deal with waste lands as they pleased, and their mode of allotting the building sites (any more than their mode of allotting other waste lands) has never been called in question.

3. Kattuguttagei.—Kattuguttagei differs from Zemin tenure only in name and in not being permanently settled by law. It is, however, equally permanently settled in fact, as these minor Zemins were confirmed to their owners shortly after we took the country. They consist mostly of scattered villages held, as their name implies, on the payment of a fixed annual rental, and their owners have exercised within the limits of their estates the same privileges as Zemindars, and have allotted waste lands as they pleased.

4. Inam.—All Inams were settled in 1865 by a Special Commissioner, and each Inamdar holds a Title-deed, conferring on him the absolute right to enjoy, free of rent or on certain favourable terms specified, all the lands named in the schedule referred to in the Title-deed; he is, however, empowered to sell, mortgage, sub-let, or alienate any portion of this land as he pleases. The Inamdar's right to the nattam or building site of entire Inam villages is, therefore, I conceive, as indisputable as that of Zemindars or Kattuguttageidars.

Board's Proceedings, No. 1,833, dated 16th March, and No. 8,412, dated 21st November 1866, are especially conclusive on this point.

5. Panguvali.—Panguvali was originally identical with the Vissabady system of the northern part of the Presidency from whence it was introduced, for we read in one of the earliest reports on this district that "the greater part of the cultivators of the fertile villages on the banks of the Tambrapurni were driven forth by the then Hindu Government to make room for colonies of Brahmins," who were at first contented to live as one family, sharing the produce in common. Precautions were, however, adopted to prevent any shareholder from claiming any land as his own by obliging each man to occupy good and bad land in turn; as might be expected under such a system no one would lay out capital even to save the land from exhaustion, and seeing that there was every chance of the land becoming poorer and poorer annually some communities agreed to a permanent division, some divided nearly all, (the undivided portion being termed samudayam) and only a

very few have made no division as yet. When shares were sold or divided a certain portion of the Agraram (Brahmins' quarter), Kudi Nattam (Hindu quarter), and Paller Nattam (labourers' quarter), was sold or allotted with the cultivated and waste lands of the share. The right to the waste has always been claimed by the shareholders, and it has been customary from time immemorial for strangers to purchase permission either to reside or to cultivate in a Panguvali village.

6. PERUMPAT.—Perumpat is the ordinary ryotwary tenure under which the ryot is confirmed in the absolute possession of his holding so long as he pays the assessment set forth in his puttah or lease. In Ryotwary or Perumpat villages all the waste land is specially retained as Government property, and no ryot has any claim to anything he does not pay for. A stranger wishing to build can claim, free of charge, any vacant space in the nattam or village building site, and the village community cannot hinder his building in any way. Of course, social and caste distinctions, as a matter of fact, are upheld. A low caste man, for instance, would not be allowed to build in the Brahmin street. As population increases an extension of the building site is frequently asked for, and during the Trichinopoly settlement I was able to extend the building sites of numerous Perumpat villages; but I have never heard of an application being made to the Revenue authorities for any extension of building sites in Zemin, Kattuguttagei, Inam, or Panguvali villages. To obtain a site for the erection of a building in any village held on such tenures, it would clearly be necessary to purchase or procure the good-will of the land-owner in the case of Zemin, Kattuguttagei or Inam, or of the community in the case of Panguvali villages, but building sites in Perumpat villages are (if available) granted by the Government officers free of all charge or rent.

Particulars of tenures.	No. of Villages.	Area in square-miles.
Zemindaries and Muttahs...	725	1,013
Kattuguttagei Villages ...	75	190
Inam Villages	77	67
Ayan do. ...	1,103	3,097
Total..	1,980	4,367
Particulars of Ayen Villages.		
Panguvali Villages ...	425	1,460
Perumpat do. ...	678	1,637

7. The marginal statement exhibits the number and area of these several classes of villages.

8. In the special case under report I am, I confess, surprised to learn that so much opposition has been experienced by the Missionaries in obtaining sites for Christian churches and schools. I had always imagined that the people here had long ago recognized the existence of Christianity as an accomplished fact, and were enlightened enough to leave each man to choose his own form of religion; but the lucid reports of the leading Missionaries (both Protestant and Roman Catholic), which are appended to this letter, show that a very different feeling exists, and that great difficulties are often experienced in providing Christian congregations with that which is never denied to either Hindus or Mahomedans, or even to demon-worshippers, pullars, or pariahs. Noting this, and regarding the peculiar system of land tenure here I think an enactment is necessary to procure sites for Christian churches or schools in Zemin, Kattuguttagei, Inam, or Panguvali villages; for at present it is quite within the power of a large body of landed proprietors to prevent the erection

of any such building throughout a vast tract of country. The authority conferred by such an enactment would, however, very rarely have to be used. Much depends on the sentiments that the Government officers are known to entertain towards the Missionaries, and one case mentioned by Reverend Mr. Kearns is a good illustration of this. Mr. Levinge, with his friendly manner, could have got anything needed in reason, but Mr. Silver's feeling towards the Missions was so well known that advantage was taken of his return to the district to inflict a wanton injury on an inoffensive body of people.

9. The Alangaraperi case, reported by Reverend Mr. Sargent, has since been settled, and there is no longer cause of complaint. With one of the cases mentioned by Reverend M. Rattari I am personally acquainted; Karungulam being a village in which I have taken much interest, and the case alluded to was brought to my notice by the villagers on my recent return to the district from furlough. Karungulam was a Panguvali village till recently, but the common lands have now been divided and the village is Perumpat. Some Roman Catholic Christians applied for a site on which to build a church, and the Head Assistant Collector being called on to aid that officer allotted a site which the late share-holders thought very objectionable; they have accordingly taken out an injunction from a Civil Court to stop the erection of the building, which they assure me, however, they do not object to if erected in a suitable place. As I shall visit the village shortly, I hope to be able to settle the matter amicably. With reference to the other case the Reverend M. Rattari informs me that since his letter was written, he has obtained the land he required at Tenkasi.

10. I much regret that this reference should have remained unanswered so long; but as it involved an explanation of our system of land tenure it was purposely left for reply against my return to the district.

ENCLOSURE No. 1.

From Reverend P. RATTARI, S.J., Catholic Missionary, to the Collector of Tinnevelly, dated Palamcottah, 25th June 1870.

IN reply to your letter, No. 68, dated 18th June 1870, by which you desire me to inform you if I have had any difficulties in obtaining sites for building schools, chapels, etc., and if so when, where, and by whom objection was made, I have only two cases to explain—

First is a case in the Tenkara Taluq, where there is a village named Carounconlam (Carungolam). In this village the inhabitants are Heathens, Turks, and Christians. The principal portion of the Heathens are Bramese. Both the Heathens and Turks have their mosques; but the Christians have not a church; therefore I advised them to apply to Government for a site to build a chapel. The Christians according to my advice presented a petition to the Collector Mr. Longley; this petition was sent to Mr. Grigg the Assistant Collector at Tuticorin. Mr. Grigg, after having obtained information about the quality of the ground, and satisfied himself that the spot of land is absolutely uncultivated and full of stones, etc., and that Government do not realize tax from it, went in person to see the place; having fixed the limits about one acre, he granted by writing, on the 25th March 1870, the requisite site to build the chapel, and promised to allow another half acre for a burial ground. The Turks are silent, and make no opposition, but the Bramese, in their hatred to the Christian religion and contempt towards the Pariah caste, sought all means to prevent this building. They persecuted our Christians in forbidding the Pallars to cut their rice fields, and the blacksmiths, carpenters, etc., to arrange their cards, besides to show that the site was for their use. During a night they transferred a large quantity of straw; this straw

not having been placed there before the night in question. Finally, the principal of these Romanese brought an action in the Court of Streevegundum against Reverend Verdier and some Christians of Carounconlam (Carungolam), but the falsity of this process is as clear as the sun. Reverend Verdier has not entered into this affair, being absent from Palamcottah for the past ten months. One hundred witnesses can testify that never before that night had a bundle of straw been on the site in question.

It is of the greatest importance to obtain the Collector's support in matters of this description; otherwise it is impossible for the Christians to remain in their village under the pressure of such tyranny.

The second case is a little different. Near Courtallum at Tenkasi we have a chapel; a large multitude of people come to the annual feast of September 29th, and I wished to enlarge, if possible, the compound of the church; and observing on the south side, beside the *magnifique* road leading to Courtallum, a spot or tongue of land ten yards wide, I presented a petition to Mr. Stuart, and after to Mr. Pennington, to allow this small place for building a Chuttrum for the poor people, and the Collector has been so good as to grant what I asked. After obtaining permission Reverend Besset went to the place to commence the foundation, etc., but the Nazikimar made opposition, and prevented the workmen from coming to work. On September next it is my intention to go to Tenkasi for to commence the work, and I hope that the Tahsildar will protect us from an unjust opposition such as met with on the former occasion.

These are the only cases that I have to explain, and, in conclusion, I beg to be excused for my simplicity of style. I am an Italian as my name will show.

P.S.—In order that you may the better understand the exposition of the above two cases, I directed my Catechist to explain them in the Tamil language.

From Reverend J. F. KEARNS, Missionary, S.P.G., to the Assistant Collector of Tinnevelly, dated Pudiamputur, 28th June 1870.

In reply to your official communication of the 18th instant, I have the honour to inform you that, as a *rule*, I have never been able, in the district under my care, to obtain a site for a church or school-room without the greatest trouble, opposition, and vexation. In Ayen or Circar villages the opposition, generally speaking, comes from the village officials, who set up some individual to claim the site which may be given us by the owner, or which we may have purchased. In Zemindaries the trouble and expense we are put to are most annoying and vexatious. Whether the site is on village nattam, or on the land of a Christian ryot, we are, as a rule, opposed by the Zemindars in erecting church or schools, and this from a theory which the Zemindars maintain, namely, that *all* the land in the Zemindari is theirs. You ask for instances, but they are so numerous that I shall content myself with a few, which I hope will be sufficient for the purpose Government have in view:—

1. When I was appointed to this Mission District in 1854 there was no cemetery in which to inter Native Christians. I applied frequently, but unsuccessfully, to the then Zemindar of Ettiapuram for permission to purchase a piece of waste for the purpose, and for the first two or three years we buried Native Christians on the side of the public roads. At length I laid the matter before Archdeacon Shortland, who submitted it for the consideration of Government. Government addiled upon Mr. Mayne for an explanation, but I never heard how the matter terminated. Meantime a poor Brahmin made the Mission a present of a small piece of land for burial purposes, although this piece of land is *not* within the limits of the Zemindari.

2. During Mr. Mayne's time the Christians of Sillanattam gave me a site in their possession and within the limits of the village. I erected, at very considerable expense, a school chapel upon it, and for about two years we were in undisturbed possession of it. The Zemindar at length brought an action against me before Mr. Levinge to recover the site, but just as the action came on for hearing the Zemindar wrote to me, relinquishing any claims he might have to the site, and the case was razied by the *Zemindar's Manager* before Mr. Levinge and the Assistant Collector,

Mr. Ames; eighteen months subsequently or thereabouts the Zemindar renewed the suit before Mr. Silver, the Collector, who called upon me to show cause why the church should not be pulled down, it having been erected without the Zemindar's permission. I accordingly informed the Collector how I obtained the site and the nature of it, also of the previous suit, and how it had terminated, and requested him to take the evidence of Messrs. Levinge and Ames, these gentlemen having kindly consented to appear if cited. The Collector did not take their evidence, but served me with an injunction to pull down the church within a certain number of days, which I refused to do. The Collector then sent his own Peons who pulled it down, and the Sub-Magistrate sold by auction the materials, the desk, church-books, and the gong; and as I declined to receive the proceeds of the sale the money was paid into the Government Treasury. There is neither church nor school in that village now.

3. Immediately on the termination of the suit mentioned in the preceding paragraph the Zemindar instituted another against me for the recovery of a site in a village named Sammugapuram, distant from Sillanattam about four or five miles. The people of this village had many years previously built a madam, and kept it in repair at their own cost; this madam they made over to me for a school-room, and to recover this site the suit was brought against me. We had been in possession for nearly two years when the suit was commenced, and during that period we had a most flourishing school. Mr. Silver tried the case, and although he left me in possession the judgment was practically against me, for he served me with an order, forbidding me to *repair* the building. Time and the monsoons destroyed the school room, and the site became the Zemindar's. There has been no school in that village since, and there is no church, although there are Christian ryots.

4. At the present moment, in the village of Suppilapuram, there is a Christian congregation, who, a few months ago, attempted to build a school-room on a site to which, in my judgment, they have a clear right; but as usual they were opposed, the building prevented, and the congregation left without a place to worship in, or a school for their children. It may, perhaps, be said that we have, notwithstanding, many school-rooms and churches in the Zemindaries. Quite true, but they have been built in the face of opposition and after expensive and tedious litigations. Mahomedans and Hindus have their places of worship in every village without reference of any kind to the Zemindars; it is the Christian ryot only that is subjected to an annoyance that is unjust and insulting. This paper would be incomplete were I to close it without referring to the cause of the treatment which Christians receive with regard to churches and school-rooms. In all the villages that I have been acquainted with there is extortion, to a greater or less extent, practised. In Ayen or Circar villages by the Grama Munsiffs, Number Curnums, or Merassidars, and in Zemindary villages by the Zemindars. By the former class of individuals "a vari" or per-centage, so to speak, is demanded of the ryots for everything which these individuals may have to do in their official capacity for the ryots. In the case of the latter every horse, elephant, palanquin, bandy or carriage, which a Zemindar purchases, or every marriage of a son or daughter belonging to him, the cost or expenses are levied upon the ryots, each of whom is obliged to contribute at a rate fixed by the Zemindars of so much per chain. These are taxes in addition to the usual land-tax or rent, and are known in these parts "Yani vari," "Kuthirei vari," etc., etc., according to the object for which the money is required. Christians generally resist these demands, and occasionally Hindus follow their example; hence Christians are not popular, and there is an object in annoying them.

From Reverend E. SARGENT, Missionary, C.M.S., to the Acting Collector of Tinnevelly, dated Palamcottah, 4th July 1870.

In reply to your letter of the 18th June, in reference to the alleged difficulty of obtaining sites for Christian schools and churches in this district, I have the honour to state that—

1. Hitherto the difficulty has exsisted only in cases where the people wish to build on ground *never before occupied by them* in any way. As *Hindus* they would have hardly any difficulty, for if the land belong to a number of shareholders the parties wishing to build a shed or cheap

3. They learn from the letter addressed to Government by the Acting Third Member in charge of the Inam Department that similar Jaghires in South Arcot have been enfranchised on a quit-rent of one-eighth of their estimated annual value.

4. In the case of Peria Kalroyen the charge of quit-rent, if considered necessary as a token of enfranchisement, will be merely *pro forma*, as it is not likely the Jaghiredar will consent to pay the quit-rent to Government out of the annual sum of Rs. 1,500 now stipulated to be paid to him permanently.

5. The Board, therefore, are disposed to adhere to the opinion already expressed by them.

No. 57. ORDER THEREON, 3rd March 1871, No. 387.

Miscellaneous.

THE question at issue is whether the Hill Jaghire of Peria Kalroyen, which has been permanently leased from the Jaghiredar by Government at an annual rent of Rs. 1,500, the Jaghiredar reserving certain land in three villages *free of rent*, shall now, in accordance with previous orders, be enfranchised from liability to lapse by the Inam Department under the rules prescribing payment of a quit-rent for enfranchisement, which would amount to Rs. 187 in this case, or be left in its existing condition. The Jaghire is at present held free of any payment to Government, but without Sanad.

2. The late Collector was opposed to the enfranchisement on the ground that no quit-rent could be charged under the terms of the lease, and that it was undesirable, under these circumstances, that the Government should relinquish their right of ultimate reversion.

3. The Board of Revenue advocate the enfranchisement *free of quit-rent*, and the issue of the usual Title-deed, observing that if this is not done the Jaghiredar will have cause to complain of breach of agreement.

4. The Government do not see that the enfranchisement is necessary as a fulfilment of any preliminary condition to the lease, as the Jaghiredar, in his petition that the estate might be leased from him, only adverted to the prospect of a quit-rent being fixed as a reason for his proposal; but they agree with the Board that no payment of quit-rent can be required from him, as he conditioned for holding the lands he reserved to himself *rent free*.

5. The contingency of ultimate reversion to Government is, in this case, so exceedingly remote that it may well be left out of consideration.

6. If a Title-deed is granted the Jaghiredar would thereby acquire an indisputable power of alienation, and it may admit of question whether this right attaches to his present tenure. The Board of Revenue advert to this consideration as affecting the validity of the lease, and adduce it as an argument in favour of enfranchisement, but it may be questioned whether subsequent enfranchisement would render valid a prior transaction otherwise invalid. It would probably be deemed necessary to obtain a fresh lease, although the terms might remain unaltered.

7. The Government resolve to refer for the opinion of the Government Pleader the question as to the Jaghiredar's power, under his present tenure, to grant a lease binding on his successors.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Inam Commissioner.
,, the Board of Revenue.
, the Government Pleader.

Exd. F. R. Bantleman.

building for religious purposes would not care generally to ask permission, but make use at once of unoccupied ground within the limits of their hamlet; but if the land belong to only one or two owners the ryots generally ask permission to build, and at the same time they obtain permission to cut down so many palmyra trees for the use of the building. It is an acknowledged duty on the part of the Hindu land-owner that he is bound to further the wishes of his tenants in reference to their worship as Hindus. He seldom or never puts himself in opposition to his tenants in such a matter. But when a portion of the people in a village become Christians, and want a place of worship, then it is that, as the land-owner is opposed to their becoming Christians, he puts every obstacle he can in the way of their having a site on which to build a school-room or prayer-house of any kind.

2. But to my knowledge there has hitherto never been any difficulty in building a school-room or place of worship on ground *previously occupied* by the ryot, but that difficulty has been always met by the Magistrate *pro tempore* of the district maintaining the people in their right to build on ground already in their occupation. In the case, however, of a place called Alangaraperi, when reference was made by the people to your office, and under your instructions, the Assistant Collector was directed to visit the place, and reply to the petition; the Assistant Collector, without ascertaining the fact that the site intended for the school-room or prayer-house was their old Ramasawmy Covil, simply heard the Vakeel of the land-owner, and ordered your petitioners to go to the Civil Court. This decision seemed to me a deviation from the mamool of the district, and to place the ryots in a less advantageous position than they were before.

3. The circumstances of this case are as follow:—Some six years ago about thirty families, (Shanars), occupying the extreme corner of the nattam of Alangaraperi, applied to me for Christian instruction for themselves and school for their children. They had there two mud-buildings as rites of their old demon-worship, namely, a small one called Ramasawmy Covil, the roof off and the walls more or less dilapidated, alongside their houses and within their own street; the other a large building outside the hamlet on a wild open spot. This latter building they improved and turned into a temporary place of Christian worship and a school, and to this place they invited me. I went there and had service. The people observed to me at the time that they intended after a while, when they had collected a little money, to build a better place on the side of their old Ramasawmy Covil within their own street. In the meanwhile they had to build up the walls of their village well, which they no sooner did than some parties unknown came by night and broke up, and threw back the materials into the well. The people saw they were in bad case and unable to withstand the ill-will and power of the land-owner, who is a Tahsildar in the district, and who has resolutely refused to allow their building a school or prayer-house on this site or anywhere else within the village. In an interview which I had with him he refused in the same way. In a sudden squall of wind the temporary place of worship they had put up outside the village blew down; and now wishing to build on the site of their old Ramasawmy Covil, but afraid that a breach of the peace will take place in case they commenced the building without Magisterial interference, the people appealed to your office, but as I before said they were told to go to the Civil Court.

4. Numerous instances might be cited in which the rights of ryots have been invariably maintained to build on ground already occupied by them—

(1.) In Arikullam, Ottapidaram Taluq, the people newly come to Christianity built on land which they had used as a place for throwing the ashes from their houses, the village authorities pulled down the place, but on appeal Mr. Silver, the Collector, ordered the Tahsildar to see that the place was re-built. This was in January 1861.

(2.) In Sippiparei the people built on similar ground, the Mirassidar pulled down the place and on a complaint being made the Mirassidar was severely punished. This was in 1852.

(3.) To mention only a few other instances. In Paniyadipatti of the Sankaranainarcovil Taluq in 1853, also in Pichatalavanpatti in 1854. In Nachiapuram in 1841. In Nanarkadu, Sivalaperi, and Marudacolam, when troubles arose on the ryots building Christian places of worship, the Magistrates invariably upheld the claim of the ryots to build schools or places of worship

Proceedings of the Madras Government, Revenue Department,
3rd March 1871.

for their own use on sites which they had already occupied as ground for manure or for stacking straw or any other purpose whatever.

5. The only difference between the present case and the others above cited seems to be this, the breach of the peace actually occurred in those cases and the Magistrate interfered; here the people applied to *prevent* the breach of the peace. I regret to add that only yesterday I learn that the people in Alangaraperi having fallen out among themselves, some of them have gone back to their old worship, and have taken possession of the old Ramasawmy Covil (the disputed site), and restored it for their own use. It is not difficult to surmise how far the land-owner has contributed towards this step.

6. In Tuvareikolam, Nanguneri Taluq, we are also in difficulty. About 400 people, men, women, and children, applied to me in February for Christian instruction, but their old Covil is some distance outside the village, and at present all that can be done is to teach the children and people in a private house, as the owner of the land will not consent to their building anywhere within the village. When I went there I had to conduct the service in the open street.

From Reverend R. CALDWELL, to the Acting Collector of Tinnevelly, dated Edyengoody, 7th July 1870.

I HAVE the honour to acknowledge your letter, No. 66, of 18th ultimo, in behalf of the Collector of Tinnevelly, inquiring whether I have had any difficulties in obtaining sites for schools etc., and in reply, I beg to submit to you a list of the places in the district of country in which my work is carried on where difficulties have been met with.

2. It will be observed that in every instance the difficulty has arisen from the supposition on the part of Puttahdars that their right to dispose of the nattams or village sites, though not included in their puttahs, is as absolute as their right over their puttah lands.

3. I may observe that, though this supposition is probably erroneous, the propriety of it has never been tested on my part, or on the part of house-holders who were not Puttahdars, by any application to the Revenue authorities for permission to make use of a vacant portion of the uncultivated, untaxed nattam, for the erection of a school or any other useful public purpose.

4. I beg to explain that in every instance payment for permission to build on the village site would willingly have been made, and was offered.

5. I have also to explain that the reason why a site was generally asked for in some portion of the nattam was, that there was always abundance of unoccupied land therein, and that whatever difficulty might stand in the way of my getting a site in the nattam, the difficulty of obtaining a site in cultivated or cultivable puttah lands would naturally have been much greater.

6. My reason for including in the list some instances that occurred many years ago is to show that the difficulty in obtaining sites for schools or churches is not a new one, and that in some instances the same individuals have continued to refuse sites for schools, etc., for as long a period as twenty-five years.

7. When I mention in many cases that the consent of the Puttahdars was refused, that the school or church was erected notwithstanding their refusal, and without their consent, and yet that no legal objection was offered, I have to explain that in many cases the Puttahdars refused their consent through fear of the obloquy of their neighbours rather than from reluctance on their own part, or because they considered it a point of honour, especially of Mahomedans, not to give their assent to the erection of any building intended to be used for Christian purposes, whilst at the same time they allowed it to be known that if the European Missionary would take upon himself the responsibility of erecting the building without asking for their consent, they would not institute any legal proceedings against him for doing so, and would be quite willing to accept the accomplished fact.

8. In those cases in which it was known that this was not the feeling of the Puttahdars, no attempt was made to erect any building without their consent, and in such cases the obstacle to my obtaining sites holds in force to the present day.

Places in the Rathapuram Division of the Nanguneri Taluq in which difficulties have been met with in obtaining sites for schools and churches.

1. Koliangulum ; available space in village nattam ; site refused by Puttahdars, including Village Munsif ; church erected four years ago by occupiers of land and house-holders, without consent of Puttahdars ; no legal objection made.

2. Maradappappuram ; available space in village nattam ; site refused by Puttahdars, including Village Munsif and Mirassidars ; church-school erected five years ago by house-holders, without consent of Puttahdars ; no legal objection made.

3. Laundriyalingapuram, a hamlet in the Inam estate belonging to the Aramoly matham ; site in nattam refused by head of nattam ; church-school erected four years ago by occupiers of land and house-holders, without Inamdar's consent ; no legal objection offered.

4. Lamugarungapuram ; site requested for Anglo-Vernacular school in the nattam of this large village ; refused by the principal Puttahdar, who was also Village Munsif. After several years delay a piece of puttah land was obtained for a site on which a good school-house was erected ten years ago. This site being at some distance from the village, and near a burning ground, the school failed, and eventually the building was removed.

5. Rathapuram, head-quarters of the southern division of the Nanguneri Taluq ; site desired in village nattam for the erection of a large Anglo-Vernacular school ; plenty of space available, site refused by Puttahdars. After keeping up the school for seven years in a shed a suitable piece of land was at length obtained three years ago by private purchase.

6. Ramathapuram, a hamlet belonging to the village of Orumangulam ; site desired in nattam of hamlet by the whole of the house-holders resident in the hamlet ; refused by non-resident Puttahdars, especially by Koonje Mareikhan, a Mahomedan merchant near Kulasegarapatam, half owner of the village ; building of church commenced eight years ago with the consent of some of the Puttahdars, but without that of the Mahomedan proprietor ; legal objection made before Sub-Magistrate of Rathapuram, by whose order the building was stopped. After two years had passed the building of the church was again commenced without consent. This time no legal objection was made, and the building was finished.

7. Ayungkulam, hamlet in village of Muthumcottamoly ; site in nattam refused by Mahomedan Puttahdars ; church-school erected 24 years ago without their consent ; no legal objection made.

8. Sothikaivilay, hamlet in village of Muthumottamoly ; site in nattam refused by Mahomedan Puttahdars ; church-school erected 20 years ago without their consent ; building pulled down by Puttahdars ; afterwards a compromise was made, and building erected with Puttahdars' permission on another site.

9. Islampuram, Inam village belonging to Tinnevelly mosque ; site in nattam refused by Inamdar for the last three years ; Christians assemble for worship in or near various houses.

10. Alangkulam, a hamlet in the village of Kumbikulam ; congregation in existence for the last eight years ; site in nattam of hamlet steadily refused by non-resident Puttahdars, the chief of whom was till lately a Manager of the Rathapuram temple ; congregation assembles for worship in the open air ; have often officiated there myself under the shade of tree ; not the slightest prospect of permission to erect any building being obtained.

11. Pullavilei, a hamlet in the village of Dhanakarakalum ; site in nattam of hamlet refused by the two non-resident Puttahdars, Usakhan Saib, a Patan Mahomedan, and Sungaranarayana Reddy, Village Munsif ; congregation has been in existence for the past six years ; have used up every means to obtain a site up to this time, but in vain.

12. Pittamangalam, a hamlet in the Ekabhoga village of Irrukentorei ; site in nattam of hamlet refused for the last two years by the sole Puttahdar, Palvanna Natta Moodelliar ; no prospect of obtaining permission.

13. Ramengoody, a hamlet in the Ekabhoga village of Pullimangkulam, sole Puttahdar, Cauder Myadeen Saib, a Patan Mahomedan ; site refused for three years (25 years ago) by the Saib. A house in the hamlet was purchased from a tenant and converted into a school. This was pulled down, but when a representation was about to be made to the authorities it was allowed to be re-built on a larger scale.

14. Pullimangkulamchery, a large Parrar hamlet belonging to the aforesaid village and land-holder ; site for school-church in nattam of hamlet repeatedly refused by land-holder at intervals for the last 20 years. A small congregation has been in existence for the past year ; site again peremptorily refused ; persons who join the congregation deprived of work.

15. Soodoowerudavily, a hamlet belonging to the same village and land-holder ; site for school-church in nattam refused ; no prospect of permission being obtained.

Proceedings of the Madras Government, Revenue Department,
3rd March 1871.

The Government having noticed that there is often great difficulty in obtaining sites for Christian schools and churches in the Tinnevelly District, requested the Board to consider whether a legislative enactment was necessary to remove this difficulty in other districts as well as Tinnevelly.

2. The Collector of Tinnevelly reports that in Zemindari, Kattuguttagei, Inam, and Pungavali villages, the right to dispose of the village site is claimed by the owner of the estate or the sharers of the village, as the case may be, and that they often refuse to give a portion of it to Christian congregations, though they never do so when it is similarly required by Hindus, Mahomedans, or even demon-worshippers. It follows, therefore, that when a native is converted to Christianity, he is debarred from a privilege which is conceded to every other member of the village community.

3. If the custom of the country gives the residents of a village a claim to unoccupied parts of the site when they are really required either for habitation, for worship, or for burial, it would seem to be only just to protect Christian converts from losing this claim. On the other hand, if the sites really belong to the sharers of a Pungavali village, or the owners of a Zemindari, Inam, or Kattuguttagei village, and if their right of property is not limited by the wants of the village community, the expediency and justice of a legislative enactment, forcing them to give sites for Christian churches, etc., would be doubtful.

4. The Collector of Tinnevelly will be good enough to inquire and report what are the rights exercised by Zemindars over the village site in Pungavali villages situated within the limits of their estate. This may throw considerable light on the general question.

5. The Collectors of all other districts will report whether the difficulty noticed by Government exists in their districts, and whether they consider it should be removed by law.

6. From the enclosures to Mr. Puckle's letter, it appears that the difficulty occurs in three ways—

(1.) The Mirassidar sharers or the owners of villages refuse to give unoccupied pieces of the village-site for Christian churches, etc.

(2). They oppose the building of such churches, etc., on portions of the village-site already occupied by Christians.

(3). They oppose the building of such churches, etc., on land outside the village-site held by Christians.

7. The powers of a Magistrate would seem to be sufficient to meet the second and third difficulties, supposing the occupants of land in these proprietary villages

have the same rights over the soil as Government ryots, but the Collector of Tinnevelly will report whether this is so or not.

No. 54. ORDER THEREON, 3rd March 1871, No. 386.

Miscellaneous.

THE Government await the further information called for by the Board.

(True Extract.)
(Signed) W. HUDLESTON,
Secretary to Government.

Revenue Department.

No. 386.

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 3 ~~February~~ March 1871.

Read the following ~~letter~~ Proc: of the Board of Revenue

Requesting Collector of Tinnevelly with reference to his report regarding difficulty in obtaining sites for Christian Schools & Churches, to state what rights are exercised by Zemindars over villages, sites in Pungavala villages situated within limits of their Estates (H.C. 5th February 1871 No. 58)

The Government await the further information called for by the Board.

I should object I want further information but I think it will be necessary to have an act empowering the Collector or some person delegated by him to settle disputes between Zemindars & Ryots

by him to the proprietors
of the Village
for the Compensation,
&c, with the buildings
& religious endowments
in case of an
irrevocable lease by
annuity & apportion
of cultivated
& waste land adjacent
to the village, compared
by jury
Same Justices

Govt. of [illegible] Madras

REVENUE.

To

THE BOARD OF REVENUE.

Dated March 3rd.

Read. Rec'd.

G. O., 3rd March 1871, No. 386.

MARCH.
Nos. 53-54.

Sites for Christian schools and churches.—Further information called for by the Board of Revenue on this subject, awaited.