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MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 148

Press
Mis.

Dated 23.1 1871.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
23rd January 1871.*

No. 305. Read the following Proceedings of the Board of Revenue, dated 17th January 1871:—

Read the following letter from the Acting Collector of Tanjore, to the Acting Secretary to the Board of Revenue, dated Tanjore, 21st December 1870, No. 461.

WITH reference to the Proceedings of Government, dated 11th October 1870, No. 1,542, communicated with the Board's Order of the 17th idem, I have the

honour to report that the decision in favour of the Kallimodu chuttrum in Original* Suit No. 56 of 1869 has been appealed against, and that a notice has

been received from the Civil Court of Tranquebar that the appeal has been posted for hearing on the 1st February 1871.

2. I am informed that, acting on paragraph 9 of the Board's Proceedings, dated 11th July 1870, No. 4,801, and having reference to the fact, that in the analogous Suit No. 128† of 1865, the

† On the file of the same Court.

adverse decision of the lower Appellate Court had been upheld by the High Court in Special Appeal No. 571 of 1870, preferred on behalf of the chuttrum. Mr. Morris had, previous to the receipt of the Government Order above quoted, arranged a compromise in this case, by which the appellant was to withdraw on receipt, in full discharge of his claim, of the sum of Rs. 1,500 made up as follows:—

	Amount due in grain.	Amount due in cash.
	KALLUMS.	RS.
As per Bond A.	550	150
„ B.	320	75
	870	225
Value of grain, at 1 Re. per Kallum... ..		870
		1,095
A portion of the interest on this sum		405
		1,500

Vide translation of plaint printed in Board's Proceedings, dated 25th October 1869, No. 7,930.

3. The amount sued for, including principle and interest, was Rs. 2,894-11-0 which, plus further interest up to the end of this month, comes to about Rs. 3,075; the difference between this sum and that of Rs. 1,500 agreed to be paid being made up partly of interest, of which by far the largest portion has been struck off, and partly of the difference in the rates at which the value of grain has been calculated. In addition to this, the plaintiff foregoes also all claim for his costs.

4. As thus a compromise, of which the terms are obviously favourable to the chuttrum, has been entered into, I beg to be informed whether it is to be acted upon, or the case should be defended in appeal as directed by Government.

*Proceedings of the Madras Government, Revenue Department,
23rd January 1871.*

5. In case the course first indicated is adopted, it will be necessary to provide the requisite funds for the adjustment of this claim by disposing of a portion of the large extent of unprofitable landed property, which constitutes the endowment of this institution, since there are no other available assets, and I would propose that the whole, or such a portion as will fetch the sum required, of the 155 acres of dry land in the Manavari Inam village of Andaghathorai, entered last in the Statement printed in Board's Proceedings, dated 23rd March 1865, No. 1,660, and of which only the right of tenancy belongs to the chuttrum, be sold for this purpose.

6. I beg to add that in the other case,* in which the Suit was decided in Special Appeal against the Chuttrum, Rs. 301-12-8 being the first of the eight

* No. 128 of 1865.

half-yearly instalments by which the amount decreed had to be paid, *plus* Rs. 125-7-8 on account of the costs of plaintiff in opposing the Special Appeal as awarded in the decree, have been paid out of the accumulated balance in hand at the credit of the chuttrum, and that the remaining balance now in hand is only Rs. 175.

7. I beg to request that instructions as to the course to be adopted in this case may be sent, so as to reach me before the 1st February next, on which date the appeal now pending in the Civil Court of Tranquebar will be called up for hearing.

SUBMITTED for the orders of Government, with reference to G. O., 11th October 1870, No. 1,542.

2. The Board recommend that the very favourable compromise effected by the Collector be accepted. They see no hope of defending the Suit successfully. The very point as to the *onus probandi*, noticed in paragraph 1 of the G. O., seems to have been argued before the High Court, who decided that "*prima facie* a debt contracted for payment of melvarum due on chuttrum lands was binding on the charity, unless it was shown that the act of incurring such debt was unnecessary and improper."

No. 306. ORDER THEREON, 23rd January 1871, No. 148.

Miscellaneous.

THE Government concur in opinion with the Board that, under the circumstances stated, it is in the interest

of the charity to accept the compromise, and authorize the Board to give effect to the proposed arrangements.

(True Extract.)

(Signed)

W. HUDLESTON,

Secretary to Government.

To the Board of Revenue.

Esd F. R. Bantleman.

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 25 January 1871.

Read the following letter *Pro.* of

The Board of Revenue.

Recom^d. that compromise
 effected with plaintiff in Suit
 No. 56 of 1869, on file of Negapatam
 Small Cause Court on Principal
 Sudr Amin's side relating to Kalli
 modu Chatham, be accepted.

(H.E. 17th January 1871)

The Government
 concur in opinion with
 the Board that under
 the circumstances stated,
 it is in the interest of
 the Charity, to accept
 the compromise, and
 authorise the Board
 to give effect to the
 proposed

N.
L. D. S.

Govt. of 1871 31100005.

REVENUE.

To

THE BOARD OF REVENUE.

Dated January 23rd.

Recd.

Encl.

G. O., 23rd January 1871, No. 148.

JANUARY.

Nos. 305-306.

Suit No. 56 of 1869 relating to a Chattram
 in Tanjore District.—Proceedings Board of
 Revenue recommending that the compromise
 effected with the plaintiff be accepted, with orders
 thereon.

posed arrangements:

L.H.

In S. Copy Letter to Wm. D. P. Dec 12th
S.C. 14 Dec 17th.

Compromise of
settled with claims
in certain cases in
the past.

unfounded

claim