Proceedings of the Madras Government, Revenue Department,
5th June 1872.

No. 52. Read the following Proceedings of the Board of Revenue, dated 1st June 1872 :—

In continuation of their Proceedings of the 18th May 1872, No. 799, the Board resolve to submit to Government a draft of the Agreement to be signed by Messrs. Corbett and Morison.

Form of Agreement to be executed by Messrs. Corbett and Morrison.

We

being appointed by

Collector of North Arcot, acting under the orders of the Board of Revenue, renters of the exclusive privilege of manufacturing and vending country spirits and of vending toddy (fermented palm-juice) within the principal division of the North Arcot Collectorate from the 1st July 1872 until the 30th June 1875, do hereby bind ourselves as follows :—

1. That we will pay to the Collector in the said Principal division of the district of North Arcot duty at the following rates for every gallon of country spirits leaving any of our distilleries at on or before the 25th of the month following that in which the country spirit is sent out of our gates *minus* five per cent. to be allowed for leakage and ullage :—

A duty of Rs. 2 8 0 for every gallon of proof.
,, ,, 1 12 0 ,, of 20 under proof.
,, ,, 1 0 0 ,, of 60 ,,

2. That interest at six per cent. per annum shall be paid by us on all balances due by us, and that, in the event of any default in the payment of the duty, it shall be lawful for the Collector to declare the lease forfeited, and that all arrears shall be recoverable by attachment and sale as provided in Section 10 of Madras Act No. III. of 1864.

3. That the salary of any establishment the Collector may deem necessary to appoint for checking the strength and quantity of country spirits leaving the gates of the distilleries or shall be paid by us on the 1st of each month for on presentation by the Collector of the Bill to the Tahsildars of those taluqs respectively, provided that the total of such payment shall not exceed Rs. 100 per mensem at each distillery.

4. That we will dispose of the sub-contracts for the sale of toddy by public competition, or in such manner as the Collector may direct the existing toddy shops being maintained, or at all events not reduced in number.

5. That we will pay to the Collector 75 per cent. of the sums for which we may thus sub-rent the toddy contracts. These payments will be made on the 15th of each month in equal monthly kists commencing on the 15th August in arrears for July, and we agree to file copies of all toddy sub-leases in the Collector's office within one month after execution.

6. That, if to be found by the Collector on the 31st March 1873 or on the 31st March 1874 that the amount of revenue to be derived under the conditions of this agreement within the Fasli then current is likely to be less than Rs. 1,50,000, the Collector shall be at liberty to cancel our license on the 30th June 1873 or the 30th June 1874 by giving us notice thereof not later than the 1st May 1873 or the 1st May 1874.

7. That, without the previous sanction of the Collector, we will not work a distillery or form a depôt or open a shop for the retail of spirits at any other than the places named in the annexed list,* and that a sign-board shall be affixed in a conspicuous part of the front of every shop and distillery, and that on such sign-boards the name of the shop or distillery be legibly inscribed in Tamil and also the price of the liquor there sold.

* To be added hereafter.

8. That no liquor shall be sold for less than the minimum prices fixed by the Collector, that is to say—

	Rs.	A.	P.
Country spirit, 30 under proof per Imperial gallon	2	4	0
Do. 60 under proof.....	1	14	0
Toddy	0	3	0

9. That no grain, goods, jewels, wearing apparel or other property shall be received in barter or pawn for liquor.

10. That no liquor shall be knowingly sold or given to any European soldier or sailor of Her Majesty's Forces or to any member of the Mofussil Police while on actual duty or to any European vagrant under escort of the Police.

That no shop shall be opened before sunrise, and that all shops shall be closed at 8 P.M.

11. That we will not in any way meddle with or use cocoanut, date, palmyra, or any other trees growing on Puttah or Inam lands or in back-yards or in land, the property of any individual, without the permission of the owner.

12. That if Government land now waste be granted for cultivation, we shall have no claim whatever to the use of the trees thereon, or to compensation for them, or their transfer, with the land for cultivation.

13. That we will, on the requisition of the Revenue authorities, cause all shops for the sale of liquor of any description on or adjacent to the line of march to be closed while a Regiment or detachment of European soldiers is passing by, and during its temporary halts in their vicinity, and that no compensation shall be claimable for loss thereby.

14. That bodies of troops passing through the district may, at the option of Government, be served by the Military Department with a separate Abkari Contractor, and that no compensation shall in such case be claimable by us.

15. That in the distillation or sale of country spirits and in the sale of toddy, we will not use or permit to be used under any pretence whatever any ingredient pernicious to health, such as Chunam, Oomiakoy, or other substance intended to increase the power of the liquor or add to its intoxicating quality.

16. That we will use our best endeavours to secure, on the part of the persons appointed by us to superintend any distillery or depôt or to the charge of any retail shop, a strict adherence to the provision of the engagements entered into by them respectively, and that on its coming to our knowledge that a breach of those provisions has been committed, we will bring the circumstance to the notice of the Collector, in order that the penalties attached to the offence may be enforced, and we will dismiss the offender from our service.

17. That we will cause any person to whom we may sub-rent toddy to bind himself to observe all the stipulations of the license in the same manner as ourselves, and that we will cause every such sub-renter of toddy as well as every person whom we may employ to superintend distilleries, depôts or shops for the manufacture or sale of spirituous liquors to execute, previous to such employment, the engagements prescribed in Section 8, Madras Act III, of 1864, and we will deposit such engagements with the Collector within one month from the date of our license.

18. That we will pay due attention to any further rules which may be prescribed by the Board of Revenue in accordance with Act (Madras) III of 1864, and that we will cause our sub-renters to comply with the same.

19. That we will cause our shop-keepers to use any measures that may be sanctioned by law as standard measures.

20. That any wilful breach of these conditions by us, or with our guilty connivance and privity by our sub-renters shall render us liable to the forfeiture of our license.

Proceedings of the Madras Government, Revenue Department, 5th June 1872.

No. 53. ORDER THEREON, 5th June 1872, No. 883.

Separate Revenue, No. 6.

Abkari.

THE terms of the draft are approved on the understanding that Messrs. Corbett and Morrison engage to open depôts where the Collector may consider them necessary.

(True Extract.)

(Signed) W. HUDLESTON,

Secretary to Government.

To the Board of Revenue.

Erd. F. R. Bantleman.

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 1st June 1872.

In Continuation of the
Proceedings of the 18th May 1872 No. 199
the Board resolve to submit to
Government a draft of the Agreement
to be signed by Messrs Cockell and
Morrison

Read

Read

The Chief Secretary to Government
Revenue Department
with the Draft Agreement

G.O 28 May 1872 No 264

Revenue 1872 Dept.
No 1875

Proceedings of the Board of Revenue.

Dated 1st June 1872.

Despatched /

Received /

Subject

No 1889 - 5 June 1872

Submitting Govt Order on Petn of Hurrish Chunder Mookerjee & others praying to be exempted from the payment of Road Cess on their Rent free lands

Read Order