M.R.O. 1—20,002—12-8-65.

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(3) Initials of the Referencer

# MADRAS RECORD OFFICE

## GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No. 42

~~B.P. No.~~

Press
Mis.

Dated 5. July. 1873 ~~196~~ .

*Not to be folded or roughly handled*

No 424

Huzur Cutcherry
Tinnevelly 20th June 1871.

From R. K. Puckle Esqre
Collector

To G. A. Ballard Esqre
Resident of
Travancore

Sir,

You may perhaps be aware that great efforts have been made to protect the heads of the Streams that flow down the Eastern face of the Ghauts, and on which a large revenue depends in this district - with this object in view, all cultivation (excepting half a dozen long established Coffee gardens) and all burning and indiscriminate felling on the Eastern slopes of the hills has been put a stop to - to my great annoyance, I now find that two individuals (viz) Mahomed Meeti Taragan of Eirwadi & Valli Subbayar of Valliyur both in the Nanguneri taluq of this district, have recently cut down large tracts of forest above Kalkad on the banks of the Nambiyar and another river both flowing into this district under the pretence that they have received permission to do so from certain Revenue Officers of Travancore - if the watershed is the natural boundary in that particular spot between Tinnevelly & Travancore, as I have always believed it to be, these clearings are in Tinnevelly - anyhow, they are very injurious to our scanty water supply and I feel sure that the Travancore Government would not countenance a clearing even on debatable ground to the injury of our water supply, if only aware of the efforts that have been made for years past to prevent the very thing that has now unfortunately occurred - but before I can take any steps in the matter, I request that you will kindly inform me at your earliest convenience

I. Whether the Travancore Government claim the land on the Eastern Slopes above Kalkad.

II. Whether permission was given to these individuals to clear away the forest, in any particular spot on the Eastern Slopes of the hills.

I have &c

Signed R. K. Puckle
Collector

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No 343.

Residents Office
Trivandrum 4th July 1871

From G. A. Ballard Esqre
Resident in
Travancore & Cochi

To R. K. Puckle Esqre
Collector of
Tinnevelly

Sir,

In acknowledging receip of your letter No. 424 of the 20th ultimo, requesting certain information regardi the Eastern Slopes of the hills above Kalkad, I have the honor to forward copy of a communication from the Dewan of Travancore, No 2419, date 1st instant on the subject.

I have &c

Signed G. A. Ballard
Resident

No. 2419
R. 716.

Huzur Cutcherry
Trevandrum, 1st July 1871.

To G. A. Ballard Esqre
British Resident of
Travancore
&c. &c. &c.

Sir,

I have the honor to acknowledge receipt of your letter No. 322, dated the 26th ultimo, enclosing copy of Mr. Puckle's letter to you No. 424 dated the 20th idem.

2. Of Mahomed Meeti Taragan I know nothing; nor has any land been granted him for Coffee Cultivation. The other man alluded to by Mr. Puckle viz Valle Subanjar of Valliyur is I believe the same as Yegnia Narayana Sheetchather Sooba Sheetchathar of Valleyoor.

3. About three years ago this man applied for 100 Acres of land stated to be in the Ashamboo Hills in the Thovalay District of Travancore, and lying East of the Estate (Woodlands) belonging to the Revd. Dr. Caldwell. The usual enquiries made through the local Revenue Officers shewed no objection to the disposal of this land by this Government, and accordingly steps were taken to sell the land by auction, under the rules for the sale of waste lands for Coffee Cultivation passed by His Highness the Maha Rajah. A Subordinate of the Survey Department who was sent to make a rough sketch of the land and to estimate its area reported that the land pointed out by the applicant was of the aggregate extent of only 30 Acres, in two lots of 13 & 17 Acres. They were in the usual course advertised for sale as lots Nos. 5 & 6 in Notice No. 5 dated the 1st November 1868, and at the expiry of the three months required by Regulation, no claimant having appeared to oppose the sale, they were put up to auction, and sold on the 4th February 1869. The applicant purchased the lots at one Rupee per Acre, and having paid the purchase money was duly put in possession.

4. Though I am not prepared to say that this land does not belong to His Highness the Maha Rajah, nor to accept the watershed as the boundary in that part of the mountains, not having felt the necessity or had the occasion to examine the boundary north of Mahendragiri any more than the Tinnevelly Authorities, yet being anxious to use every means to prevent injury to the sources of irrigation referred to by the Collector, I am directing the Revenue Surveyor when he goes up to sketch & estimate the extent of an application, invariably to report whether, the land lies in such a position that the

drainage of it flows down the Eastern slope of the Ghauts north of Mahendragiri, and the necessary measures will be taken in the Revenue Department not to sell or grant in future any land which lies beyond the watershed line as given in the Trigonometrical Survey Map.

5. As yet to the best of my information, the lands granted in this region to which objection might be taken on the ground that they are in whole or in part beyond the watershed line, are the 30 Acres referred to in this letter, & the 108 Acres granted to Shungaralingam Subramanyen, which formed the subject of the correspondence noted in the margin.

From Resident No. 438 dated 3d June 1870.
To Do. No. 2266 dated 6th ..

6. The future being thus provided for, it remains to consider whether anything can be done to arrest the felling of forest by Sooba Sheetchather — I am sending him a notice telling him that doubts have been raised as to the right of this Government to sell the land, and requiring him to suspend further operations. And the Collector may, if he thinks fit, take corresponding action on the part of the British Government.

7. If there is anything that suggests itself to Mr. Puckle as desirable in addition to the course I have indicated above in view to the conservancy of the sources of irrigation on the Tinnevelly side, I shall be prepared to give my best attention to the same —

I have &c.
(Signed) T. Madava Row
Dewan

True Copy (Signed) G. A. Ballard
Resident

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Huzur Cutcherry
No. 223. Tinnevelly 6th July 1871

From R. K. Puckle Esqre
Collector
To G. A. Ballard Esqre
Resident of Travancore

Sir,

In reply to your letter No. 343 dated 4th instant, I beg that you will convey my thanks to the Dewan for his arrangements to stop further devastation of forest on the Eastern slopes of the hills. I request him to be good enough to have the Brahmins clearing inspected, as I have reason to believe that it is not on the site that he pointed out to the Travancore Officers.

I have &c.
(Signed) R. K. Puckle
Collector

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Resident's Office
No. 401. Trevandrum 26th July 1871.

From G. A. Ballard Esqre
Resident in Travancore & Cochin
To R. K. Puckle Esqre
Magistrate of Tinnevelly

Sir,

Adverting to your letter No. 223 of the 6th instant, I have the honor to forward herewith copy of one from the Dewan of Travancore, No. 2792 dated 25 idem, & to draw your attention to para 4 of the same.

2. A copy of the Notification alluded to by the Dewan is enclosed for your information —

I have &c.
(Signed) G. A. Ballard
Resident

N° 2792
R 836

Huzur Cutcherry
Trevandrum, 25th July 1871.

To G. A. Ballard Esqre
British Resident of Travancore
&c. &c. &c.

Sir,

I have the honor to acknowledge your memo N° 364 dated 10th instant, forwarding copy of a Communication to your address N° 223 of the 6th idem from the Collector of Tinnevelly.

2. I forward two copies of a Notification by His Highness' Government which has been inserted in our Gazette.

3. These may be of use or interest to the Collector.

4. Mr. Puckle will doubtless see fit to instruct his Subordinates to take action so far as it may lie in their power, to prevent felling of forest in the prohibited localities; & if any transgression is discovered by them, so far as Travancore territory, or territory in doubt is concerned I trust the same will be intimated to this Government.

5. I have issued the requisite orders to the local authorities on the subject.

I have &c.
(Signed) T. Madava Row
Dewan

True Copy
(Signed) G. A. Ballard
Resident

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## Notice

It is hereby notified for public information that the Government of His Highness the Maha Rajah has resolved as a general rule, to refrain from granting for Coffee or other Cultivation forest land, the drainage of which flows into the British territories of Tinnevelly & Madura.

Applications for such lands will not therefore be entertained, and any person who fells forest so situated will be liable to Criminal prosecution.

It is to be understood also that if a grant is obtained from His Highness' Government on a representation from the applicant that the tract applied for is not of the kind reserved by this notification and it be afterwards found that the representation was not correct, the grant will be regarded null & void, and the grantee will be held responsible for the consequences of the misrepresentation.

(Signed) T. Madava Row
Dewan

Huzur Cutcherry
Trevandrum.
14th July 1871.

No 201.

Tinnevelly Sub Collector's Office
Ambasamudram 21st November 1871

From G. McWalter Esqre
Asst Sub Collector
Tinnevelly

To R. K. Puckle Esqre
Collector of
Tinnevelly

Sir,

As verbally requested by you I have the honor to forward Copy of Column 7 of the Calendar in Case No 51/1870 on my file, together with a Copy of an Endorsement granted to the Defendant therein by the Dewan of Travancore.

2. The Case refers to the felling of timber on land on the Tirukurungudi Hills which Mr Stuart & Mr Grant believe to be within our limits while the Dewan of the Travancore Government holds to the view that it is within Travancore limits.

3. It is clear that some steps should be taken to settle the disputed boundary line between both Governments if we mean to preserve our Hill Forests intact & prevent a diminution of our water supply.

I have &c

Signed G. McWalter
Asst Sub Collector

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In Case No 51 of 1870 on the file of the Joint Magistrate of Tinnevelly

Judgment

The late Acting Joint Magistrate charged the defendant in this Case with having committed mischief in as much as he felled timber on land which the late Acting Joint Magistrate considered to belong to Government. It appears however that the defendant duly purchased the land from one Sankaralingam who in turn bought it from the Travancore Government at public auction. The Travancore Government still claim this land (vide endorsement of Dewan on defendant's petition dated the 12th August 1871) & believing that it was theirs they sold it to Sankaralingam & granted him a title deed for it. Part of the trees were cut down in Sankaralingam's time before defendant came into possession. It is clear under these circumstances that defendant is not criminally responsible for cutting the timber. Pending the settlement of the boundary defendant has promised to fell no more timber.

Signed G. McWalter
Asst Joint Magistrate

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Huzur Cutcherry
Trevandrum 21st August 1871

No 3298.

Endorsement on petition No 357 of 1871

From a deed produced by the petitioner purporting to be executed by Subramania Sankaralingam under date the 28th Aipasy 1045 & registered in the Registry Office of the Thovala District in this State on the 2nd Kartiga of that Year, Sankaralingam appears to have sold to the petitioner 81 Acres out of the 108 Acres purchased by Sankaralingam at a public auction of waste lands held by the Travancore Government on the 4th February 1869.

The Government at the time of Sale believe the Land to be within the Travancore limits & Still holds this view. On the Sale to Sankaralingam being Completed and the Land Surveyed a title deed in due form was issued to the proprietor. Some time afterwards the British Government Claimed the Land as being within the limits of British territory. Though the Travancore Government is not prepared to admit that the Land is in British territory Still pending the Settlement of the Question Sankaralingam was desired under date the 25th May 1870 to Suspend operations on the Land which is designated Vagaia naicken manjoly & is not far from Mootoochaly Vayal.

Petitioner's purchase of a portion of the Land appear to have taken place some months before the Question was raised & before notice was sent to Sankaralingam. Petitioner may produce this endorsement in reference to any Criminal proceedings that may be taken against him for having felled forest in the Land.

Signed T. Madava Row
Dewan

To
Hagmmud Meetheen Tarakan of Eruvady
Kalianguvanam Tinnevelly

No. 213. Office of Assistant Conservator of Forests
Camp Courtallum 19th November 1871

From
The Assistant Conservator of Forests
Tinnevelly

To
The Collector of
Tinnevelly

Sir,

I have the honor to forward the enclosed (to be returned) Containing particulars regarding the Clearing I noticed near the Vagai naicken Anai on the Tirukurungudi Hill.

Taking the water shed as the division between Travancore & Tinnevelly the Clearing is undoubtedly in the latter district.

I have &c
Signed W. C. Hayne
Asst. Conservator of Forests.

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Translation of a Report No. 7 dated 15th November 1871 from Sankara narayana Pillai Acting Sub Overseer of the Forests in Nanguneri taluq

In obedience to your order dated 6th instant I beg to report as follows

The Garden which we inspected on the hills the 2d day is in the enjoyment of Ahomed Meethi tharagan of Eruvadi.

This Garden was made over in the Year 1869 for Rupees 100 by the Travancore Government and I hear that Acre Cents 108-92 are now under Cultivation

There is no Entry of this Garden in the accounts of British Government nor of the payment of tax on account of it.

It appears however that the Garden has been made over on Condition of paying a tax to the Travancore Government at 12 Annas per Acre when the Coffee plants begin to yield

I understand that this piece of Garden has been permanently made over by the Travancore Government and it has been in the occupation of the party for about 3 Years.

The documents under which the party claims the Garden were shown to the Joint Magistrate and the Circumstances connected with his party's enjoyment were also explained — in the mean while the party was charged with mischief for having cleard the jungle, but was acquitted of the charge and now there is a prohibitory order not to interfere with the jungle pending the final settlement of the right to the locality between the Travancore & British Governments.

Since this prohibition no extension of cultivation has taken place in the locality.

Of the grant of $108^{A}$-$92^{C}$, I estimate that about 60 Acres of land have been cultivated with Coffee plants.

(True translation)

(Signed) R. H. Puckle
Collector

(True Copies)

S. R. Lockie
Dy Collector
for Collector

Compd.

No 456

Tinnevelly Huzur Cutchery
24th October 1871.

From
R K Puckle Esquire
Collector

To
The Secretary to the Board of Revenue
Madras.

Sir

I have the honor to furnish the documents called for in Board's Proceedings No 3671 dated 20th October 1871, I have recently discussed the subject of our forests thoroughly with the Conservator and there is little difference of opinion between us on general points of principle, we both agree, I believe that the reserved forests should be strictly preserved and if possible subdivided into a series of convenient blocks (to be perhaps surveyed and registered some day and worked in rotation like the Oude forests) that all felling should be done departmentally and the timber handed out to depots and then sold periodically that a village Moonsiff or a peon on 6 Rs a month is not the best possible check on smuggling or destruction of Forests and that it is very desirable to get the whole line of Ghaut forests if possible under Government management & so that some well defined system of Conservancy may be carried out without the check now experienced from the private

1871

Depto

Enclosure in a letter from the Collector of Tinnevelly No 527 dated 15th December 1871.

To G O No 6668/71

Copies of correspondence on the forest clearing on the eastern slopes of the hills adjoining the Travancore territory.

forests which are dotted along the hill side.
2 We may not agree so completely on
points of detail perhaps, as Major Beddome
looks to the revenue, and my first thought
is water. a few thousand rupees more
or less are of great consequence to a
forest budget; but are utterly unimportant
to those who are endeavouring to extend
irrigation from a river that now yields
us nine lacs of rupees a year and with
careful management may be made to
yield half as much more.

3 The ghaut forests, as Major Beddome
points out, are uninhabited (except in
one place) throughout the whole length
of the district, and if we rented the private
forests, we could in the course of time, I
feel sure, regulate our river much
better. what we want is a forest
clothed mountain that will hold the
drooping clouds, shelter the ground from
the sun and wind give back evaporation,
and by constant moisture feed thousands
of little rivulets, which in the aggregate
not only tend to render our supply per
=ennial, but save us from those sudden
rushes from off a bare hill side which,
as in 1869, do more damage in a few
hours than the surplus of the forest
budget could pay for in 50 years.

4. To this end, as set forth in another
letter of this days date, I wou

certain tracts as strictly as would keep
out trespassers mainly by providing
for the wants of the villagers along the
foot of the hills in the way that suited
them best.

C. Nos 54.210
296.442

5 In my letters of the 4th February, 20th May
11th July and 12th October 1871, I informed
the Board that I had been able to get
the offer of one of the private forests
the Kattu malei above Papanasam
on an important affluent of our river,
on what seem to me to be moderate terms
viz, Rs 4000 per annum, and I now enclose
an agreement from the Sivagherry Zemin
=dar offering his forest on rental for
5000 Rs per annum. I trust both offers
will be accepted and there will then
remain excluding Singampatti but 3
private forests (Chockampatti, Payira
=vankolam & Vallam) of very much
lesser importance, and I anticipate
no difficulty in obtaining the offer of
these. The adjustment of the claims
of the Singampatti Zemindar or the rental
of his forest is of the greatest importance
to us, as the forest in question includes
perhaps half the catchment basin
at the head of the Tambrapurni, but
the Singampatti Estate is now under
Government management, and will
continue so for the next 6 years and

during that time, I trust this forest will be carefully conserved.

I have &ca
(Signed) R. H. Puckle
Collector

(True Copy)

S. R. Loske
for Collector
for Collector

Comp.d

Translation of a deed of lease executed and given by Varakunarama Pandia Chinnatambiar Zemindar of Sivagherry in Sankaranainar Koil Taluq to R. K. Puckle Esquire Collector of Tinnevelly.

The hills which are to the South of those of Settur Zemin and the river Deviar and to the north of the Shevanallur hills and the river Palaiar alias Thalaiyanaiar, belong to the Sivagherry Zemindari and the trees thereon have hitherto been extensively cut down to the devastation of the forests and to the injury of the water supply. As the Collector asked me, with a view to put a stop to these evils and conserve the forests, to lease these hills out to Government I agree to rent them to Government for three years from Fasli 1281 at 500 Rs per annum, and request that the rent may be spent towards the repair of Zemin Tanks, which the Collector thinks to be in need of repair.

19th August 1871. (Signed) Varakunarama Pandia
Chinnatambiar

(True Translation)

S. R. Locke
Dy Collector
for Collector

Compd. E

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587/8 – [illegible] 26 Octr 71

1871. Duplicate Collr's Letter
From. No. 5802
The Collector.
Tinnevelly
To. The Secretary to the
Board of Revenue
Madras.
R 1753/73

Dated 24th } October 1871
Recd 30 }

No 456
Enclosure one.
No

Furnishing the comments called for in Boards Proceedings No 3671 dated 20th October 1871 relative to the forests in the Tinnevelly District.

Prd Extd. Vol 9 Jany /72

Decree of the Principal Sadr Amin's Court of Tinnevelly

Original Suit No 747 of 1858 in the file of the District Moonsiff of Bramadesam.

Plaintiff Versus Defendants

Themnatupuli Nallacutti Sivasubramanya Tever Zemindar of Singampatti in Bramadesam Talug } Seithurayen Servaikaren Kavalgar of Sithambarapuram attached to Kalacod in Nanganary Talug 1.

Supplemental Defendants.

Vythialingathambiran a cultivator of Vadacaray attached to Pothee in the said Talug 1. Solay Ayan of Kalacod in the said Talug 2. Ramasubbiar 3. Sankarasubbiyan 4. Sathy Aiyan 5. Vecatesware Aiyan Village Moonsiff 6. Pichuvayen 7. Ramasamy Aiyan 8. Valasundramayan 9. Meenatchiramaiyan 10. Andy Aiyan 11 Manakaray Sankarakumarasamiah Pillai 12. Thiruvambalam Pillai 13 Subramania Pillai 14. Sankarakumarasamia Pillai 15 Sinnachamy Naiken 16. Pandiaperumal Pillai 17. and Perianayagam Pillai Village Moonsiff 18.

Appeal Suit No 40 of 1860 in the file of the Zillah Court of Tinnevelly –

Plaintiff Appellant 1. Themnathepuli Nallacutti Isuravadivammal widow of the Plaintiff Supplemental Appellant 2. Vakeel Nagalingam Pillai. Defendants and Supplemental Defendants (Respondants)

1st Respondants Vakeel Sankaralingam Pillai

2nd Respondants Vakeel Arunachalaiyer

1. The object of the Plaintiff in bringing this Action is to have his right established to a moiety of certain hills attached to his Zemindary

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Enclosure in a lette
from the collector of Tinne
velly No 456 dated 24th
October 1871

Inl. No 5802/71

Agreement executed
by the Sivagiri
Zemindar leasing
his forest on
Rental of 5000
Rs per annum

Zemindary, the other moiety being in his undisputed poſseſsion and to obtain the cancelment of an order passed by the Collector in the 10th February 1857, entitling the Defendants to the said moiety

2. The Defendant denies the truth of the Plaintiff's claim and pleads that the hills in question belonging to the share holders of "Kalacod" and that they have allowed to him one twelfth share in the products thereof as a remuneration for his services as "Kudicaval" or watchership on private contribution—

3. During the progress of the Suit, one Vydilingathambiran a manager of Vadacaray 'Madam' in the Talug of Nanganary having laid claim to a portion of the hills, the Plaintiff made him as well as the share-holders of Kalacod Village Supplemental Defendants in the Suit—

4. Vydilingatambiran, Supplemental 1st Defendant contended that a portion of the hills in dispute with the trees thereon belonged to neither the Plaintiff nor the shareholders of Kalacod, from whom the Defendant states he derived his right; but, that it was purchased by the founders of the "Madam" a charitable institution, of which he is the manager, at a time immemorial and that it has ever since been enjoyed on behalf of the institution.

5. The Supplemental 2nd, 4th, 5th, 6th, 16th & 18th Defendants who form a part of the share holders of Kalacod supported the original Defendants answer.

6. The other Supplemental Defendants allowed the suit to be tried exparte as regards them

7. The Moonsiff was of opinion that the Plaintiff failed to establish his title to the hills in dispute and accordingly dismissed the suit with costs

8. The Plaintiff appeals under the following reasons.

I. The points recorded for the appellant have been satisfactorily established

II The Moonsiff did not attend to the facts elicited by document No X which proves that the curnams gave evidence in his (Appellants) favor on the strength of "Ayacut Accounts" &c and that the hills in question are situated nearer to Lingampatti than to the Defendants village

III It is not customary to specify in "Istimirar Sunnads" the hills pertaining to the zemindary

IV The Moonsiff has misconstrued document I in considering that it disproves the Puttah E

V The Puttah E granted by the collector cannot be vitiated by the Tahsildar's Arzi X dated 8 years subsequent to the former.

VI E is moreover confirmed by the document C & H dated subsequently to the said Arzi No X

VII The precision of the boundaries specified in Puttah E can not be affected by the circular order quoted in the decree.

VIII The boundaries have been defined therein with reference to long enjoyment and circar accounts

IX The Assertion in the decree respecting the Alady Hills is useless.

X. In certain civil suits that were formerly instituted the hills in question are declared to belong to the Zemindar

XI The Appellant failed to file before the Moonsiff the decrees in those civil suits

XII The documents marked A B C & D, have been sufficiently proved by the lessees in whose favor they were executed and by the curnams who attested them.

XIII The Plaintiffs vakeel in his deposition given before the lower court, explained the causes which prevented him from producing those documents before the collector, but the moonsiff did not take it into consideration

XIV E & H are material documents

XV The Plaintiff's witnesses have proved the long enjoyment of the hills by the Zemindar

The exception taken by the Moonsiff in the 27th Para of his decree to the above evidence is unfounded

XVI The Defendants and Supplemental Defendants in this suit had allowed the above enjoyment to continue unmolested for a long time

XVII The Documents II to VIII do not at all refer to the hills in dispute.

XVIII The mention made of them in the decree is erroneous.

XIX ) The evidence of the witnesses examined for the 1st Supplemental Defendant is not worthy of credit.

## Judgment

9. On a careful perusal of the whole of the proceedings in the case, the Principal Sudar Ameen sees no reason to disturb the judgment passed by the lower court.

10. The Documents A to D filed on behalf of the Plaintiff are "Puttahs" purporting to have been issued by his own ancestors renting out the disputed hills to different individuals but the genuineness of these documents has been in no way established. They are moreover spu- to

to suspicion for the reasons recorded in para 26 of the Moonsiff's Decree

11. The Documents E G & H have no bearing on the merits of the Plaintiff's case; the former not containing the slightest allusion to the Plaintiff's title to, or the possession of, the disputed hills and the latter two allowing the Plaintiff merely to enjoy them protempore, pending the enquiry into his title.

12. The only document claiming any value in Plaintiff's favor, is the "Puttah" E granted in 1843 by the Collector of Tinnevelly, renting out his Zemindary (then under circar management) to one Sinnakannu Pillai and in which the disputed hills are also included.

13. But it must be observed that this document has been superseded by exhibit I which is a decision passed by the Collector in 1857 and in which the hills in dispute are said to have been included in the said "Puttah" without good grounds.

14. The oral evidence delivered on behalf of the Plaintiff is resisted by evidence of equal strength adduced on behalf of the Defendants.

15. The litigation involved in the present suit is more of the character of a boundary dispute, the Plaintiff claiming the whole hills referred to, in the plaint, as belonging to his Zemindary and the Defendants resisting it by the allegation that they are included within the limits of Kalacad village.

16. The Peshkar and the Two Tahsildars deputed by the Collector to settle this dispute on personal inspection of the locality, severally found after exhaustive enquiries, that there are no accurate data whereon the genuineness of the title of either party could be traced, and recommended therefore that it was equitable, under all the circumstances of the case, that the parties should divide the hills, equally among them. The Collector after due consideration acceded to the justness of the above recommendation and passed accordingly the order marked I. The equitability of the order has also been upheld by the lower Court in due investigation.

The plaintiff in appeal, has shown no valid reason for impugning the justness of the above judgments.

17. The opinion recorded by the Monsiff in para 29th of his decree on the defence of the supplemental 1st Defendant, seems to the Principal Sadr Amin, to be a superplusage, the failure of the Plaintiff to make out his title being alone sufficient to dismiss the case.

18. The Original Decree is there confirmed with costs.

Costs of the Suit

Defendants (1st Respondants) costs:

| | Rs | As | P |
|---|---|---|---|
| Value of stamped paper used in appeal | „ | 8 | „ |
| Pleader's fees | 12 | 6 | 5 |
| Costs incurred in original suit | 20 | 4 | 5 |
| Total costs incurred by the Defdt to be paid by the appellant | 33 | 2 | 10 |

1st Supplemental Defdts 2nd (Respondts) Costs

| | Rs | as | P |
|---|---|---|---|
| Value of stampt paper used in appeal | „ | 8 | „ |
| Pleader's fees | 12 | 6 | 5 |
| Costs incurred in the original suit | 15 | 12 | 5 |
| Total costs incurred by the 1st Supplimental Defendant to be paid by the Appellant | 28 | 10 | 10 |

Plaintiff's (Appellants) Costs

| | | | |
|---|---|---|---|
| Value of Stampt paper used in appeal | 22 | 8 | „ |
| Pleader's fees | 12 | 6 | 5 |
| Batta on service of notice | 1 | 12 | „ |
| Costs incurred in the original suit | 34 | 15 | 3 |
| Total Costs to be borne by the Appellant | 71 | 9 | 8 |

Appeal preferred on the 8th March 1860
Hearing on the 14th & 27th July 1860
Decreed on the 27th July 1860

Read in open Court this 27th day of July 1860.

The period for preferring a special appeal from this Decree will expire on the 26th October 1860.

No private adjustment of this Decree will be valid unless it has been declared to the Court by all the parties interested therein.

Given under my hand and the seal of the Principal Sadr Amin's Court of Tinnevelly this 3rd day of August A.D. 1860.

(Signed) T. Krishnasawmy Ayyar
Principal Sadr Amin
True

Comp.

True Copy.

S. R. Locke
D. Collector for
Collector

Huzur Cutcherry
Tinnevelly 26th October 1871

No 461

From
R. K. Puckle Esquire
Collector

To
The Secretary to the
Board of Revenue
Madras

Sir

Board's Miscellaneous No 2106 dated 27th June 1871.
×Enclosures returned

I have the honor to furnish the information called for in Government Proceedings No 981 dated 3rd June 1871 relative to the Tinnevelly Zemindary forests.

2. The original lease alluded to in para 7 of the Government pleader's memo does not exist in our records. The circumstances under which this lease was produced are as follows.

3. In 1853 the Singampatti Estate was under Government management and when arrangements were being made to rent out the forest claimed for or supposed to be attached to the Estate, one Courtallam Chetty produced a document purporting to have been executed by the late Zemindar leasing out the forest to him, as nothing was proved to discredit it this document was allowed to stand good; even if it was genuine it was clearly against the interest of both parties to

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Septr

1871
Enclosure in a letter
from the Collector of
Tinnevelly dated 26th
October 1871 No 461.

Subj No 5071/71

Copy of a decree
of the Principal Sudder
Ameen of Tinnevelly
in O.S. No 747 of 1858.

mention boundaries. So these were wisely omitted, the area enjoyed by the renter under the terms of this lease were no doubt only bounded by the distance that he could persuade people to penetrate into the forest, for, as explained by the Conservator in his recent letter to Government No 488 dated 20th September 1871, the Tinnevelly Ghaut forests are uninhabited and practically boundless, as no line of demarcation has been traced between them & Travancore - in some cases they extend 15 or 20 miles from the plains and many a hill & valley has never been visited except by a wandering sportsman.

4. In one place indeed our boundary is supposed to overtop the mountains & run down into the Travancore plains, while the Travancore boundary is so uncertain that, as the accompanying Correspondence[×] will show much damage was recently done on our side of the hills by British Subjects, who obtained leave from the Travancore Officers to cut down the forest for coffee.

[×] Vide enclosures to Letter No 527 dated 15th December 1871 from Collector to Board

5. A copy of the appeal decree[×] in the Principal Sudr Amin's Court is forwarded in full - this gives the information needed as to the parties in the suit, the nature of the claim &ca.

[×] In O.S. No 76 of 1858 on the file of the District Munsiff of Bramadesam

6. As the Zemindar has monopolized the whole line of hills at the back of the Government villages that lie on either side of his estate in the plains, vide sketch enclosed, it is not to be wondered at that the neighbouring villagers paid him a Seignorage for permission to graze and cut firewood in peace without risk of collision with his retainers. For it must be remembered that 70 years ago the Zemindars had powers of life & death, and they & their followers were freebooters, who hesitated at nothing & for a trifling offence would burn down a village or cut the throats or lop off the limbs of the villagers.

7. As I have stated before, it was very improbable that the Government ever had occasion to exercise acts of ownership over these tracts, which were not only uninhabited, remote and inaccessible, but were guarded by the Maravar Strongholds which effectually stopped the way to the passes while the plains were then so well timbered that there was no need to go to the mountains for wood; moreover as a matter of bona fide possession, we must concede that the Singampatti Zemindar had possession of the mountains within reach of Singampatti long before we came to the country.

8. The Chokampatti Zemindar referred to in para 9, has in like manner held

possession of the forest at the back of the Government villages of Kristnapuram & Kadayanallur - he established a fort on the mountain and was the most powerful Zemindar in that part of the Country - the measurements he shows, though they show possession, carry no special weight with them, I think - for the estate had been bought in by Government at the time these measurements were made, and the practice then was as now to lay claim to every possible asset of revenue for Government - on further enquiry it now appears that the hills were not included in the Zemin mea=surements in 1802 & in the Pymaish accounts of 1837/38 after the Estate was bought in, there is no distinct allusion to the mountains though "pottei" "paramara kadu" & "paramba" rocky hills, jungle of various trees, and gravelly mounds are mentioned. It is perfectly clear, however, that if the Zemindar did not occupy the uninhabited mountains abutting on his estate, no one else could have occupied them for as above stated, no one else could have come near them & if they were not in the Zemindar's possession, they were never possessed at all. It was only when the estate was [illegible] & bought in by Government in 1834, that the Government villagers near got a footing in the mountains & it was not till a year after this, that any entry of revenue from hill produce is made in the Tenkasi Taluq accounts - the entries that we do find, however, fail to show to what particular hills they relate - The Kristnapuram & Kadayanallur accounts furnish no information whatever on this point, & we have absolutely nothing to bring forward against the certainty of the Zemin possession of these hills.

Erroneously given as Sattur with which we have had nothing to do & they are too far north to be of any value to us.

9. The Saptur forests mentioned in para 10 of the Memo, are in Madura, and we have nothing to show what the restric=tions alluded to were.

10. As the Katalei malei alluded to in para 15 of the Government order, I have succeeded in getting the offer of this forest at a rental of 4000 Rs per annum, and the subject has been referred for orders.

11. The Sivagherry Zemindar offers his forests on a rental of 5000 Rs & I recommend that this offer be accepted. We have nothing positive to show what the revenue of these forests has been, but it was stated last year in a deposition before the Deputy Collector that it was about 7000 Rs a year.

the value of the licenses to cut timber issued by the Court receiver lately in charge of the estate amounted to but 1015 Rs for 8 months, but this was hardly a fair criterion, as grain just then was almost unsaleable, and the Zemin ryots were saving money to purchase the right of occupying the home farm lands &c.

12. It is certain, however, that the forests will in the aggregate repay their rental, and it is of great importance to get them all under one management.

13. To commence from the South, we have the hill side South of Mahendragherry lately conceded to Travancore, for which that Government ask 1000 Rs. next come the Calcad hills in which there is no dispute. then the Singampatti forests which will be under Government management for the next 8 years. next the Katalei malei which can be leased for 4000 Rs. the Chockampatti & Vayraravankulam forests of minor importance which can be leased for 1500 or 2000 Rs & the Sivagherry forest which can be leased for 5000 Rs total say 12000 Rs a very small sum to pay for the undisputed possession of a tract of mountain forest extending from Cape Comorin to the Periyar river above the Cumbam valley in Madura.

14. The requirements of village communities have been amply provided for, and if only relieved from our present uncertainty and allowed to close with the offers made in the cases mentioned above, we may finally dispose of the forest question, and in communication with the Travancore Government, trace out a mutual boundary along the crest of the western ghauts before the survey of this district is finished.

I have &ca
(Signed) R. K. Puckle
Collector

(True Copy)

S. R. Locker
Dy Collector for
Collector

Proc. of Govt = [illegible]
6331 F Tinnl 20 Nov 72

1871 Dup. Copy Depa
From G R O 3871
The Collector
Tinnevelly.

To. The Secretary to the
Board of Revenu
Madras

2
R 1753/73

Dated 26th } October 1871
Recd 31 }

No 461
Enclosure one
No.

Furnishing the
information on the several
points called for in Govern
ment Proceedings No 981 date
3rd June 1871 relative to th
Ghaut Forests of Tinnevell
and Submitting copies of
correspondence showing ho
much damage was done to
hills on the Travancore front
together with copy of a decr
in appeal in the matter of a
forest dispute, also sketches o
the hills claimed by the Zemi
dars.

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No. 502

Huzur Cutcherry
Tinnevelly 20th November 1871

From
R. K. Puckle Esquire
Collector
To
J. B. Pennington Esquire
Ag Secretary to the Board of Revenue
Madras.

Sir

In reply to the Board's proceedings No 4640 dated 8th instant, I have the honor to inform you that Major Beddome's valuation of the Sivagherry forest merely refers to the estimated returns from timber, while I regard the possession of the several Zemindari and Inam forests along our line of ghauts as a matter of such great moment to enable us to check devastation of forest and so secure our water supply, that it is of little consequence, if we do pay a trifle more than the actual returns will make good.

2. I do not base my figures on actuals or even on estimates, but looking at the extent of ghaut forest claimed by the Sivagherry Zemindar, I cannot conceive that we shall lose by renting at 5000 Rupees per annum. The Zemindar is in difficulties, and I am endeavouring to save his estate. the proceeds of the forest if rented, are to go to the repair of his irrigation works and so benefit

a large body of people.

3. As explained in my former letter, I do not look to the balance sheet of the forest budget, though in all probability, there will be a surplus, even if we rent all the Zemin forests from Sivagherry down to the sea - but as it is of great consequence to the district at large that these forests should be secured, we cannot do better than be liberal in treating with the owners of those forests that are first offered to us.

I have &ca
(Signed) R. K. Puckle
Collector

(True Copy)

S. A. Locke
Dy Collector
for Collector

Compd.

1871 (Dup. Copy Depte
From No 6331
The collector
Tinnevelly
To The Secretary to the
Board of Revenue
3
R 1753/73 Madras
Dated 20th } November 1871.
Recd 27
No 502.
Enclosure None
No

Reporting on
renting the Siviagherry
forest in reference to
Major Beddome's
report on the subject.

Prolo Lact. for 9 Jan

6668 L-Tinni 15 Dec 71.

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No 627 Huzur Cutcherry
Tinnevelly 15th December 1871

From R. K. Puckle Esqre
Collector

To J. Grose Esqre
Secretary to the Board of Revenue
Madras.

Sir,

A forest clearing on the Eastern side of the hills that form the debatable land between this & Travancore has given rise to the enclosed correspondence in which though my wishes have received a courteous attention from the Dewan of Travancore the circumstances of the case are so peculiar that the individuals who have done an irreparable injury to the water shed where our streams take their rise are apparently sheltered from legal proceedings either in a Civil or Criminal Court & I am forced to tacitly submit to an occupation that I have elsewhere done my best to prevent.

2. A Mahomedan & a Brahmin both British Subjects & resident in my jurisdiction apparently took advantage of the want of all boundary on the crest of our hills to obtain permission from the Travancore Officer to fell the forest for

on the hill side above Tirukurungudi in the Nanguneri taluq of this district.

3. The Sub Collector & Assistant Conservator of forests describe the mischief done, and the Dewan, when applied to, regrets the occurrence, and though he is not prepared to acknowledge that the crest of the hills is the boundary, undertakes that no further clearance shall be made on the Eastern slope of the hills.

4. It is high time however to settle the question of boundary & if the present opportunity of Survey & Settlement Officers being in the district is lost, it may be years before another opportunity occurs, and in the mean time it will be impossible to prepare a correct map of the district.

5. The boundary south of Mahendragiri was virtually settled by the Dewan and myself in two days, though the correspondence regarding it occupied 25 years, and if the Government wish it and the Travancore Circar agree I can run the boundary along the hills from Mahendragiri to Shencottah on the give and take principle, adopting the most suitable land marks and getting the line surveyed and connected with Survey Stations in the plains, in the mode lately proposed by Captain Frith & approved of by Colonel Priestley.

6. This too would be an excellent opportunity for settling forest boundaries (Government & Zemindari reserved & unreserved) along 50 miles of hill side. The working season however is limited, & orders are required at once, if anything is to be done this year.

I have &c.

(Signed) R. K. Puckle
Collector

(True Copy)

S. R. Locke
Dy Collector
for Collector

1871 (Dup Copy Despt

G W ~~N~~ 6668

~~From.~~ The Collector

Tinnevelly.

To. The Secretary to the

Board of Revenue

4
R1753/73 Madras.

Dated 15th } December 1871
Recd 18 }

1

No. 527.

Enclosure One

No.

Bringing to notice the indiscriminate forest clearing that took place on the eastern slopes of the hills adjoining the Travancore territory injurious to the interests of the British Government, and submitting correspondence in reference to the claim set up by both Governments.

Prot Radt. 4th 9 Jany 72

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REVENUE BOARD OFFICE,
Madras,
*Dated* 16th June 1873.

Forest No. $\frac{120}{854}$.

## OFFICIAL MEMORANDUM

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Revue 1873 Septh.

No 1753

Mis

OFFICIAL MEMORANDUM.

From
Asst
The Sub-Secretary to the
Board of Revenue,

To
The ~~Collector of~~ Ag. Under
Secretary to Government
Rev. Deptt

Dated 16th } June 1873.
Received }

Despd. 16th
in ½ - Received 18th June

Forest No. $\frac{120}{854}$.

Forwarding for reference certain letters from the Collector of Tinnevelly regarding the forests of that District.

No 42

LODGED

5 July 73

As requested in his Memorandum, da
4th June 1873 No. 116 the undersigned has the honor to forward to the Under Secretary to Government, Revenue Department, letters in origina from the Collector of Tinnevelly of date and number quoted in the margin, regarding the forests of the District.

From Collector of Tinnevelly:—
24th October 1871 No. 456.
26th October 1871 No. 461.
20th November 1871 No. 502
15th December 1871 No. 527.

By order,

H Gordue
Ag. Sub Secretary.

To
The [illegible] to Government
Revenue Department
with 4 original letters & enclosures
to be returned.

[illegible]
Copy [illegible]