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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.

B.P. No.

Press

Mis.

Dated

12-11-1895

196

Not to be folded or roughly handled

MNG

1635/1

*Proceedings of the Madras Government, Revenue Department,
12th November 1875.*

Read the following :—

No. 172. Proceedings of the Court of Wards, dated 2nd October 1875, No. 2,763.

Read the following letter from W. McQUHAE, Esq., Collector of Madura, to H. E. STOKES, Esq., Acting Secretary to the Court of Wards, dated 15th September 1875, No. 77.

ADVERTING to paragraph 2 of G. O., dated 24th August 1875, No. 1,263, Revenue Department, communicated with the Court's Proceedings, dated 7th instant, Miscellaneous No. 8,108, I have the honor to submit a statement showing the demand, collection, and balance up to 1st September 1875, of the arrears of peishcush due at the date of the late Ramnad Zemindar's death. From this it will be observed that the arrears of peishcush at the Zemindar's death amounted to Rupees 5,20,291-12-1; that of this sum Rupees 2,46,091-13-2 have been paid up to 1st September 1875; that there remained on that date a balance of Rupees 2,74,199-14-11; that the interest on the date of the Zemindar's death was Rupees 1,12,053-8-0, which, with subsequent interest up to 1st September 1875, amounted to Rs. 1,78,631-0-11. The above balance of peishcush, viz., Rs. 2,74,199-14-11, will be entered in the bond.

2. Of the collections, amounting to Rupees 2,46,091-13-2, referred to above, Rupees 1,96,591-13-2 form a portion of the sale-proceeds of the late Zemindar's private property, and the remainder, viz., Rupees 49,500, was paid out of the current collections of the estate.

3. I take this opportunity of requesting that the terms of the deed of mortgage may be modified with reference to the following points:—

(1.) It is stated in the draft deed that the late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land-revenue, and to certain judgment creditors and other persons; but the late Zemindar had no judgment creditors at the time of his death, and it was after he died that three suits were brought against the Minor by three creditors, and that they obtained decrees.

(2.) The deed makes no provision for those cases in which the endorsement of receipt on the bond by the creditors cannot be obtained.

(3.) No provision is made in the deed for calculating interest on arrears of peishcush at the rate of 6 per cent., if that rate is ultimately decided to be chargeable.

4. In conclusion, I request that I may be furnished with a form for the endorsement of receipt by the creditors.

ENCLOSURE No. 1.—Statement of Arrears of Peishcush.

SUBMITTED to Government with reference to G. O., dated 24th August 1875, No. 1,263.

2. As regards the modification of the terms of the mortgage deed, the first difficulty can be obviated by a slight verbal alteration of the recital, viz., the omission of the words "certain judgment creditors" and the addition of the

*Proceedings of the Madras Government, Revenue Department,
12th November 1875.*

words "by some of whom decrees have since been obtained" after "other persons." From the opinion of the Advocate-General submitted to Government with Court's Proceedings, dated 3rd May 1875, No. 1,132, it appears that the endorsement of the judgment creditors is necessary to render the position of Government secure. The Court would suggest that the Advocate-General's opinion should be taken as to whether this precaution is necessary in addition to the assignment by the creditors of the securities held by them, and that he should be requested to state how the deed should be amended in case of refusal, and to furnish a form of endorsement. The Court, however, are not aware of any claim except that of Ramasawmy Chetty pending settlement, and there does not appear to be any reason to anticipate refusal in the case of those whose claims have been satisfied.

3. As regards interest, a uniform rate would simplify matters, and the Court suggest that 5 per cent. be charged on the whole sum secured by the Bond, including arrears of peishcush, as proposed in paragraph 3 of the opinion above quoted.

(A true Copy and Extract.)

(Signed) C. A. GALTON,
Acting Sub-Secretary.

No. 173. Proceedings of the Court of Wards, dated 12th October 1875,
No. 2,848.

Read the following Proceedings of the Madras Government, dated 24th September 1875, No. 1,409, Revenue Department.

ABSTRACT.—*Ramnad Estate, Madura District.*—With reference to the Accountant-General's letter regarding the recovery of interest and principal from the — on account of the loan, directing that no accumulations of interest be included in the mortgage debt; and that the payment of interest on the mortgage debt and of the principal, including arrears of peishcush, be made in accordance with the terms of the deed as eventually settled.

Communicated to the Collector of Madura.

2. The report called for in G. O., dated 24th August 1875, No. 1,263, was submitted with Court's Proceedings, dated 2nd October 1875, No. 2,763. The provision of two lakhs in the Budget for the current fasli will suffice to liquidate the interest on the arrears of peishcush which has accrued, and is stated to have amounted to Rupees 1,78,631-0-11 on the 1st September. The deed as at present drawn makes no provision for payment of fixed instalments of the principal annually.

(True Extract.)

(Signed) C. A. GALTON,
Acting Sub-Secretary.

*Proceedings of the Madras Government, Revenue Department,
12th November 1875.*

No. 174. ORDER THEREON, 12th November 1875, No. 1,635.

Miscellaneous.

From the papers above recorded, it appears that the balance of arrears of peishcush due by the Ramnad Estate on the 1st of September 1875 amounted to Rs. 2,74,199-14-11, and that the interest accumulated to the same date was Rs. 1,78,631-0-11.

2. The former sum is to be entered in the mortgage deed along with the money advanced to pay the late Zemindar's debts, and with it should bear interest at 5 per cent. as originally* directed by the Government of India.

* Paragraph 6 of Resolution in G. O., 11th September 1871, No. 1,580.

3. The accumulated interest is to be paid off, so that it may not appear in the deed and thus burden the estate with the charge of compound interest.

4. The revised mortgage deed will now be returned to the Advocate-General and Government Pleader through the Government Solicitor, in view to its final revision with reference to the points above noted and the modifications suggested by the Collector and the Board.

5. The Government approve of the terms of the present draft deed under which the surplus collection and not a fixed instalment is to be annually made over in payment of the principal.

6. The Collector should expedite the submission of the statement called for in G. O., 24th November 1874, No. 1,447.

(True Extract.)

(Signed) L. A. CAMPBELL,
Under-Secretary to Government.

To the Court of Wards.
„ the Government Solicitor.
„ the Accountant-General.

Exd. W. H. French.

1635/3
No. 2,763.

PROCEEDINGS OF THE COURT OF WARDS, dated 2nd October 1875.

Read the following letter from W. McQUHAE, Esq., Collector of Madura, to H. E. STOKES, Esq., Acting Secretary to the Court of Wards, dated 15th September 1875, No. 77:—

ADVERTING to paragraph 2 of G. O., dated 24th August 1875, No. 1,263, Revenue Department, communicated with the Court's Proceedings, dated 7th instant, Miscellaneous No. 8,108, I have the honor to submit a statement showing the demand, collection, and balance up to 1st September 1875, of the arrears of peishcush due at the date of the late Ramnad Zemindar's death. From this it will be observed that the arrears of peishcush at the Zemindar's death amounted to Rupees 5,20,291-12-1; that of this sum Rupees 2,46,091-13-2 have been paid up to 1st September 1875; that there remained on that date a balance of Rupees 2,74,199-14-11; that the interest on the date of the Zemindar's death was Rupees 1,12,053-8-0, which, with subsequent interest up to 1st September 1875, amounted to Rs. 1,78,631-0-11. The above balance of peishcush, viz., Rs. 2,74,199-14-11 will be entered in the bond.

2. Of the collections, amounting to Rupees 2,46,091-13-2 referred to above, Rupees 1,96,591-13-2 form a portion of the sale-proceeds of the late Zemindar's private property, and the remainder, viz., Rupees 49,500 was paid out of the current collections of the estate.

3. I take this opportunity of requesting that the terms of the deed of mortgage may be modified with reference to the following points:—

(1.) It is stated in the draft deed that the late Zemindar was at the time of his death largely indebted to Government in respect of arrears of land-revenue, and to certain judgment creditors and other persons; but the late Zemindar had no judgment creditors at the time of his death, and it was after he died that three suits were brought against the Minor by three creditors, and that they obtained decrees.

(2.) The deed makes no provision for those cases in which the endorsement of receipt on the bond by the creditors cannot be obtained.

(3.) No provision is made in the deed for calculating interest on arrears of peishcush at the rate of 6 per cent., if that rate is ultimately decided to be chargeable.

4. In conclusion, I request that I may be furnished with a form for the endorsement of receipt by the creditors.

ENCLOSURE No. 1.—Statement of arrears of peishcush.

SUBMITTED to Government with reference to G. O., dated 24th August 1875, No. 1,263.

2. As regards the modification of the terms of the mortgage deed, the first difficulty can be obviated by a slight verbal alteration of the recital, viz., the omission of the words "certain judgment creditors" and the addition of the words "by some of whom decrees have since been obtained" after "other

death

persons." From the Opinion of the Advocate-General submitted to Government with Court's Proceedings, dated 3rd May 1875, No. 1,132, it appears that the endorsement of the judgment creditors is necessary to render the position of Government secure. The Court would suggest that the Advocate-General's opinion should be taken as to whether this precaution is necessary in addition to the assignment by the creditors of the securities held by them, and that he should be requested to state how the deed should be amended in case of refusal, and to furnish a form of endorsement. The Court, however, are not aware of any claim except that of Ramasawmy Chetty pending settlement, and there does not appear to be any reason to anticipate refusal in the case of those whose claims have been satisfied.

3. As regards interest, a uniform rate would simplify matters, and the Court suggest that 5 per cent. be charged on the whole sum secured by the Bond, including arrears of peishcush, as proposed in paragraph 3 of the Opinion above quoted.

(A true Copy and Extract.)

(Signed) C. A. GALTON,
Acting Sub-Secretary.

To the Acting Secretary to Government, Revenue Department,
with Advocate-General's Opinion, dated 6th April, revised draft of mortgage
deed, and statement of arrears of peishcush, to be returned.
Copy to the Collector of Madura.

Ed. W. H. French.

Court of Madras,
MADRAS.

1875.

PROCEEDINGS, 10 OCTOBER 1875, No. 2,763.

Received

OCTOBER

No. 2,763.

Ramnad Estate—under charge of Court of
Wards, in Madura District.—Letter from Collec-
tor, reporting the amount of peishcush due
by—, and suggesting certain modifications in
the terms of the mortgage deed, submitted to
Government.

Revenue Department

1035/2

Proceedings of the Court of Wards
Dated 2^d October 1875

Read the following

No 77

Francis W. MacLachlan Esquire
Collector of Madura

To
The Acting Secretary to the
Court of Wards
Madras

Sir,

Adverting to para 2 of G.O.
dated 24th August 1875 No 1263
Revenue Department, com-
municated with the Court's
Proceedings dated 7th Instant
Miscellaneous No 8108, I have
the honor to submit, a state-
ment showing the demand
Collection and balance up to
1st September 1875, of the arrears
of peishcush due at the date
of the late Ramnad Zamindar's
death

death. From this it will be observed that the arrears of Piskench at the Zamindar's death amounted to Rupees 5,20,291-12-1; that of this sum Rupees 2,46,091-13-2 have been paid up to 1st September 1875; that there remained on that date a balance of Rupees 2,74,199-14-11; that the interest on the date of the Zamindar's death was Rupees 1,12,053-8-0 which, with subsequent interest up to 1st September 1875, amounted to Rs. 1,78,631-0-11. The above balance of Piskench, viz. Rs. 2,74,199-14-11, will be entered in the books.

2. Of the collections amounting to Rs. 2,46,091-13-2 referred to above, Rs. 1,96,591-13-2
forward

153/5
form a portion of the sale proceeds of the late Zamindar's private property and the remainder viz. 49,500 was paid out of the current collections of the Estate.

3. I take this opportunity of requesting that the terms of the deed of mortgage may be modified with reference to the following points.

(1) It is stated in the draft deed that the late Zamindar was at the time of his death largely indebted to Government in respect of arrears of land revenue and to certain judgment creditors and other persons; but the late Zamindar had no judgment creditors at the time of

of his death and it was after
he died that 3 suits were
brought against the Miam
by 3 creditors and that
they obtained decrees.

(2) The deed makes no
provision for those cases
in which the endorsement
of receipt on the hand
by the creditors cannot
be obtained.

(3) No provision is made
in the deed for calculating
interest on arrears of
Pishchuk at the rate of
6 per cent if that rate is
ultimately decided to
be chargeable.

4. In conclusion I
request that I may be
furnished with a
form for the endorsement
of

of receipt by the creditors.
Collector's office }
Madras }
15 September 1875 }
Shane &c.
W. McLaughlin
Collector

Submitted to Government
with reference to Govern-
ment Order dated 24th
August 1875 No. 1263.

2. As regards the modi-
fication of the terms of
the mortgage deed the
first difficulty can be
obviated by a slight
verbal alteration of the
recital namely the omis-
sion of the words "certain
judgment Creditors" and
the addition of the words
"by some of whom decrees
have since been obtained"
after "other persons". From
the opinion of the Advocate
General

General submitted to
Government with Court's
Proceedings dated 3rd May
1875 No. 1132 it appears that
the endorsement of the
Judgment Creditors is
necessary to render the
position of Government
secure. The Court would
suggest that the Advo-
cate General's opinion
should be taken as to whether
this precaution is neces-
sary in addition to the
assignment by the Credi-
tors of the securities
held by them and that
he should be requested
to state how the Deed
should be amended in
case of refusal and to
furnish

furnish a form of endorse-
ment. The Court however
are not aware of any claim
except that of Ramasamy
Chetty pending settlement
and there does not appear
to be any reason to anti-
cipate refusal in the
case of those whose claims
have been satisfied.
3. As regards interest a
uniform rate would
simplify matters and the
Court suggest that 5 per
cent be charged on the whole
sum secured by the Bond
including arrears of Pish-
cush as proposed in para 3
of the opinion above quoted.
/True Copy & Extract/

E. M. Murphy
C. D. U. B. S. S. S.

W. C. S. S. S.
By Sub Secretary
To the Secretary to Government
Revenue Department
with Advocate Genl's opinion
26 April
revised draft mortgage deed &
statements of arrears of Pishcush to be returned

1635/8 Revenue Department.

Proceedings of the Court of Wards.

Dated 12th October 1845
No. 2848:-

Read Proceedings of the Madras
Government, Revenue Department
dated 24 September 1845, No. 1409,
with reference to the Accountant
General's letter regarding the recovery
of interest and principal from the
Rammad Estate, Madras District
on account of the loan, directing
that no accumulations of interest
be included in the mortgage debt,
and that the payment of interest
on the mortgage debt and of the
principal including arrears of
cash, be made in accordance with
the terms of the deed aforesaid.

10 24 August 45

1845
No. 1635-720
Proceedings of the
Court of Wards

1845
No. 1635-720
Proceedings of the
Court of Wards

1845
No. 1635-720
Proceedings of the
Court of Wards

1845
No. 1635-720
Proceedings of the
Court of Wards

Communicated to the collector of
Madura.

2. The report called for in Government
Order, dated 24th August 1875, No: 1263,
was submitted with Court's Proceed-
ings dated 2nd October 1875, No: 2463.
The provision of two lakhs in the
Budget for the current fiscal
will suffice to liquidate the interest
on the arrears of Pishkush which
has accrued and is stated to have
amounted to Rupees 178,631-0-11
on the 1st September. The Deed as at
present drawn makes no provision
for payment of fixed instalments of
the principal annually.

(True Extract)

To
The Secretary to Government
Revenue Department
Agent Secretary

Opinions.

I have altered the accompanying Mortgage Deed so as to make it clear that the payments mentioned in it refer not only to claims of ordinary Creditors, but to judgment debts and arrears of revenue. This would be sufficiently indicated by the schedule, but there is no objection in making the matter clear in the body of the Instrument.

2. The Deed proceeded on the assumption that an adjustment had been effected with all the Creditors and that all were to join in endorsing on the Deed an admission that their claims had been satisfied. Unless Government is satisfied that there are no outstanding debts, its position as mortgagee will not, of course, be secure. If Ramasamee Chetty's is the only claim of this kind, express provision can be made for it in the Deed, but it must be remembered that every additional outstanding Creditor renders the position of the Government so much the worse. I have however, altered the Deed so as to allow of Ramasamee's claim and any other, supposing one to exist, being satisfied out of the income of the Estate.

3. As to the rate of 5 per Cent instead of 6 being provided, the object of the Loan, as I understand it is to provide a lower rate of interest than would otherwise be payable, and there is no reason why because Government is entitled to 6 per cent under Act II of 1864 on arrears that it should exact 6 per cent on the present occasion.

4. Subject to the above remarks I think that the Board may move with safety authorize the deed and procure the execution of the Deed on behalf of the Secretary of State.

/ signed / H. L. Cunningham
Secy. Genl.
6-4/75.

(True Copy)

H. L. Richard
Government Secy.

20 24-9-70-218-19
-24-8-75-214-11-

Revenue 1875 Depts
No 4063

Proceedings of the
Board of Revenue

Dated 12. Oct 1875
Sept. 12

Dec 19
1874

For the Secy of the Board
of Revenue
of the Madras District
in the Madras District

21 Oct 75 10 6 11/75

other

No 1635-
1635 Rev & Department

Proceedings of the Madras Government
Under date the 12th ^{November} October 1875.

Recd the following pro-
ceedings of the Comptroller

Reporting on the position of the
Rammad Estate in regard to the arrears
of Peishwah Rs. } (H.E. 2nd October 1875 Rs. 2763)

Comm. to the Collector of Madras
G.O. regarding the recovery of interest
and principal from the Rammad Estate
in the Madras District. } (" 12th October 1875)

From the papers above
recorded it appears that the
balance of arrears of Peishwah
due by the Rammad Estate on the
1st of September 1875 amounted
to Rs. 274,199-14-11 and that the
interest accumulated to the
same date was Rs. 1,78,31-11.

2. The former sum is to be
entered in the mortgage deed along
with the money advanced to pay
the

LB

RM 2/10/11
3/11/11

Madras office/75

Division of Accounts
General

Dec 1392/75

Dec 1392/75

Dec 1392/75

Dec 4 1856/75

No 3925/75

12/11/93-2/11/94 1635

The late zemindars' debts
and with it should bear in-
terest at 5 per cent as originally
directed by the Govt. of India.

Paragraph of Resolution in G. O. 11th
Sept. 71, No. 1580.

3 The accumulated in-
terest is to be paid off so that it
may not appear in the deed and
thus burden the estate with the
charge of compound interest.

4 The revised mortgage
deed will now be returned to
the Advocate General and Govt.
Sleader through the Government
Solicitor, in view to its final
revision with reference to the
points above noted and
the modifications suggested
by the Collector and the
Board.

5 The Government ap-
prove of the terms of the present
Draft

1673/13

This seems the better
plan for the settlement
of the 18th 1870 to 1875
the 2000 payment in
all probability for
exceed the minimum
of 1,40,000 fixed originally
by the Government in
G. O. 11th Sept. 71 No. 1580.

This is a matter which
should be referred to the
Board of Revenue for their
opinion and the
Govt. of India.

draft deed under which the
surplus collections and not a
fixed instalment is to be annual-
ly made over in payment
of the principal.

6 The Collector should
expedite the submission of the
statement called for in G. O. 24th
November 1874 No. 1447.

- 14 To the Caesars Ward, Der 15000
- 4 The Government Solicitor
- 6 The Accounts and General

[Signature]