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# MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

|                      |      |       |
|----------------------|------|-------|
| G.O. No.             | 388. | Press |
| B.P. No.             |      | Mis.  |
| Dated 1. 2. 1872 196 |      |       |

*[Handwritten signature]*

Not to be folded or roughly handled

No. 13. Read the following Proceedings of the Board of Revenue, dated 3rd June 1875, No. 1,503 :—

Read the following letter from H. Sr. A. GOODRICH, Esq., Acting Collector of Vizagapatam, to H. E. STOKES, Esq., Acting Secretary to the Board of Revenue, dated 15th May 1875, No. 846 :—

I HAVE the honor to forward herewith Messrs. Minchin and Co.'s reply to the proposal of the Board as approved of by Government in G. O., dated 2nd March 1875, No. 332, in reference to the abkari lease of this district for the ensuing three years, to the terms of which they agree.

2. In disposing of this, I would beg to call attention to the question raised in my letters, dated 30th November 1874, No. 1,810, paragraphs 11 and 12, and 8th March 1875, No. 331, paragraph 2.

ENCLOSURE No. 1.—Copy of Messrs. Minchin and Co.'s letter to Collector of Ganjam, dated 11th March 1875.

ENCLOSURE No. 2.

From Messrs. MINCHIN BROTHERS and Co., to H. Sr. A. GOODRICH, Esq., Acting Collector of Vizagapatam, dated Asaka, 7th May 1875.

We have the honor to acknowledge receipt of the Board's Proceedings, dated 3rd February 1875, No. 234, and the Government Order thereon, dated 2nd March 1875, No. 332, approving the proposals of the Board by which the following modifications are to be made in the terms of our

1.—The toddy is to be separated from the arrack revenue.

2.—The following duties to be charged :—

|                        | In Ganjam. |    |    | In Vizagapatam. |    |    |
|------------------------|------------|----|----|-----------------|----|----|
|                        | RS.        | A. | P. | RS.             | A. | P. |
| Proof rum ... ..       | 2          | 0  | 6  | 2               | 3  | 0  |
| 30° Under proof ... .. | 1          | 6  | 9  | 1               | 3  | 6  |
| 60° Under proof ... .. | 0          | 13 | 0  | 0               | 14 | 0  |
| Milk punch ... ..      | 1          | 0  | 3  | 1               | 1  | 6  |

3.—The abkari on the Khond Malias in the Ganjam District to be managed under the same conditions as at present.

4.—The Vippa Farms in the Vizagapatam District to be continued to us. We are gradually to introduce our arrack and rum, and close the scattered stills. For cost of establishment and our remuneration to be allowed 20% of the gross collections.

5.—We have to guarantee the following revenue :—

|                           | RS.    |
|---------------------------|--------|
| In Ganjam ... ..          | 66,000 |
| In Vizagapatam ... ..     | 93,000 |
| Rupees 1,59,000 per annum |        |

6.—Security must be given for one-fourth of above amount, or Rupees 39,900.

7.—The term of the lease to be three years, on which we beg to offer the following observations :—

1. *Toddy*.—We have represented our apprehensions of serious loss of revenue through separating the arrack and toddy rents. Government have resolved to adhere to their order to which while duly submitting we ask permission to record our opinion—the more so as the Toddy Farm of Ganjam has just been sold and fetched considerably less than the figure we obtained for Government, although new places of sale have been added, and the lease granted for three years. When a higher sum would naturally be looked for them when as under us it was sold year by year. The three-year renter in the case of one bad year having the chance of recouping himself from the results of the remaining years. In Vizagapatam we learn the result of the sales has been to give

*Proceedings of the Madras Government, Revenue Department,  
1st July 1875.*

Government 10% more than we did. This is probably owing to the lease being granted for three years as just pointed out.

We hear the toddy renters are being urged by interested parties to set up their shops wherever we have depots; to what extent the arrack revenue will be affected it is impossible *a priori* to determine, it will certainly be very mischievous without any corresponding advantage to Government, as the toddy rents are now fixed for three years.

In the case of arrack, increased sales mean increased revenue, whereas in the case of toddy increased sales may result in considerably diminished arrack revenue. We have taken the liberty to record our apprehensions, that the difficulties we have to face, now that we have to guarantee the revenue, may be clearly placed before Government.

2. There is no objection whatever to the proposed new duties, as the enhanced duties will fall on the well-to-do drinkers.

3. Our endeavours are being used so to regulate the sales in the Khond Malahs as best may meet the wishes of Government.

4. The Vippra farms we propose continuing to rent from village to village so as to get the maximum revenue from them, bearing in mind the desire of Government that we should close the scattered stills and gradually introduce our liquor. We beg here to point out that the revenue from these tracts depends entirely upon the seasons and the absence of cholera; if therefore we rent the Vippra from village to village, and so obtain the maximum of revenue, Government must be prepared for remissions in bad and unhealthy seasons, as we reserve nothing for such contingencies.

5. *Guaranteeing the Revenue to the extent of Rupees 1,59,000.*—We have just shown that the revenue from the Vippra farm especially is very precarious, but trusting to consideration from Government should the seasons be so favourable as to yield a surplus, we are not prepared to guarantee the revenue of the three years fall short of the minimum fixed, this is the more necessary as we cannot at least for one year estimate the disturbing effect of the separation of toddy from arrack.

6. *Deposit of Security for Rupees 30,000, being one-fourth of the Revenue to be guaranteed.*—The Board are good enough to say they will accept a lien on the Factory, there is no existing mortgage on the Aska Factory, the title deeds of which will be handed to the Collector of Ganjam whenever demanded.

7. The term of our lease, three years, on which we have only one remark to make which is, that these short periods keep the minds of the old renters unsettled and lead to the hope that opposition to the new system may one day be effectual.

8. In conclusion, we beg once more earnestly to point out the emergent necessity so to alter the Abkari Law as to protect us in our endeavours to protect the revenue which we are now called upon to guarantee.

9. From G. O., dated 9th March 1875, No. 540, we learn that the opinion of the Advocate-General is that no private person can arrest another whom he sees committing an offence against Section 26 of Madras Abkari Act III. of 1864. We have fully expressed our views on the subject, and proposed certain remedies in our letter to the Collector of Ganjam in reply to Proceedings of Board of Revenue, 7th January 1875, No. 34, and dated 11th March, copy of which is attached to this letter.

10. A copy of this letter has been forwarded to the Collector of Ganjam.

In this letter the Collector of Vizagapatam reports the consent of Messrs. Minchin Brothers and Co. to the terms of the new lease of the arrack contract of the district, which was embodied in the draft agreement. On the letter of Messrs. Minchin and Co., dated 7th May, the Board have only to make the following remarks.

*Proceedings of the Madras Government, Revenue Department,  
1st July 1875.*

2. They state in paragraph 4 that the Government must be prepared for remissions on Vippra in bad seasons. Mainly in consideration of the uncertainty attending this source of revenue, Messrs. Minchin and Co. are allowed 20 per cent. of the collections; and the Government take no responsibility in the matter, stipulating for the guaranteed revenue, which must at least be made good.

3. With reference to the guarantee, it is distinctly stated in the Board's Proceedings, dated 21st April 1875, No. 976, and is fully provided for in the draft agreements, that the guarantee is separate for the two districts, and that it must be fulfilled for each year separately. Excess above guarantee in one year cannot be set against deficiency of revenue realized in another. On this point there must be no mis-understanding.

4. As to the security, the Board await the reply of the Collector of Ganjam to the Proceedings just quoted.

5. In separate Proceedings, the Board have addressed Government on the subject of the amendment of the abkari law, and have suggested certain measures for the protection of the revenue which will, they believe, be sufficient, and will meet the legitimate complaints of the renters.

6. The Board do not understand, and have therefore not before noticed, Mr. Goodrich's suggestion that the extension of toddy shops should be accompanied by increase in Government revenue and the statement that the unlimited increase in shops is objectionable. There is, or ought to be, a list of sanctioned should be framed so as to provide reasonably for requirements, and except for necessary transfers it should be adhered to. There should be no such thing as unlimited grant of fresh licenses for toddy shops.

(A true Copy and Extract.)

(Signed) H. E. STOKES,  
Acting Secretary.

No. 14. ORDER THEREON, 1st July 1875, No. 988.

|                          |
|--------------------------|
| Separate Revenue, No. 2. |
| Abkari.                  |

The observations of the Board of Revenue in paragraphs 2, 3, and 6 of the above Proceedings are approved.

(True Extract.)

(Signed) A. MACGREGOR,  
Acting Secretary to Government.

To the Board of Revenue.

Ed. F. R. Bantleman.

## PROCEEDINGS OF THE BOARD OF REVENUE, dated 3rd June 1875.

Read the following letter from H. St. A. GOODRICH, Esq., Acting Collector of Vizagapatam, to H. E. STOKES, Esq., Acting Secretary to the Board of Revenue, dated 15th May 1875, No. 846:—

I HAVE the honor to forward herewith Messrs. Minchin and Co.'s reply to the proposal of the Board as approved of by Government in G. O., dated 2nd March 1875, No. 332, in reference to the abkari lease of this district for the ensuing three years, to the terms of which they agree

2. In disposing of this, I would beg to call attention to the question raised in my letters, dated 30th November 1874, No. 1,810, paragraphs 11 and 12, and 8th March 1875, No. 331, paragraph 2.

ENCLOSURE No. 1.—Copy of Messrs. Minchin and Co.'s letter to Collector of Ganjam, dated 11th March 1875.

## ENCLOSURE No. 2.

From Messrs. MINCHIN, Bros. and Co. to H. St. A. GOODRICH, Esq., Acting Collector of Vizagapatam, dated Aska, 7th May 1875.

WE have the honor to acknowledge receipt of the Board's Proceedings, dated 3rd February 1875, No. 234, and the Government Order thereon, dated 2nd March 1875, No. 332, approving the proposals of the Board by which the following modifications are to be made in the terms of our abkari lease from 30th June next:—

1.—The toddy is to be separated from the arrack revenue.

2.—The following duties to be charged:—

|                 | In Ganjam. |    |    | In Vizagapatam. |    |    |
|-----------------|------------|----|----|-----------------|----|----|
|                 | Rs.        | A. | P. | Rs.             | A. | P. |
| Proof rum       | 2          | 0  | 6  | 2               | 3  | 0  |
| 30° Under proof | 1          | 6  | 9  | 1               | 8  | 6  |
| 60° Under proof | 0          | 13 | 0  | 0               | 14 | 0  |
| Milk punch      | 1          | 0  | 3  | 1               | 1  | 6  |

3.—The abkari on the Khond Malias in the Ganjam District to be managed under the same conditions as at present.

4.—The Vipra Farms in the Vizagapatam District to be continued to us. We are gradually to introduce our arrack and rum, and close the scattered stills. For cost of establishment and our remuneration to be allowed 20% of the gross collections.

5.—We have to guarantee the following revenue:—

|                | RS.                                 |
|----------------|-------------------------------------|
| In Ganjam      | 66,000                              |
| In Vizagapatam | 93,000 = Rupees 1,59,000 per annum. |

6.—Security must be given for one-fourth of above amount, or Rupees 39,900.

7.—The term of the lease to be three years, on which we beg to offer the following observations:—

1. *Toddy*.—We have represented our apprehensions of serious loss of revenue through separating the arrack and toddy rents. Government have resolved to adhere to their order to which while duly submitting we ask permission to record our opinion—the more so as the Toddy Farm of Ganjam has just been sold and fetched considerably less than the figure we obtained for Government, although new places of sale have been added, and the lease granted for three years. When a higher sum would naturally be looked for, then when as under us it was sold year by year.

The three-year renter in the case of one bad year having the chance of recouping himself from the results of the remaining years. In Vizagapatam we learn the result of the sales has been to give Government 10% more than we did. This is probably owing to the lease being granted for three years as just pointed out.

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2. There is no objection whatever to the proposed new duties, as the enhanced duties will fall on the wall-to-do drinkers.

3. Our endeavours are being used so to regulate the sales in the Khond Maliahs as best may meet the wishes of Government.

4. The Vippa farms we propose continuing to rent from village to village so as to get the maximum revenue from them, bearing in mind the desire of Government that we should close the scattered stills and gradually introduce our liquor. We beg here to point out that the revenue from these tracts depends entirely upon the seasons and the absence of cholera; if therefore we rent the Vippa from village to village, and so obtain the maximum of revenue, Government must be prepared for remissions in bad and unhealthy seasons, as we reserve nothing for such contingencies.

5. *Guaranteeing the Revenue to the extent of Rupees 1,59,000.*—We have just shown that the revenue from the Vippa farm especially is very precarious, but trusting to consideration from Government should the seasons be unfavorable, we consent to guarantee the revenue, simply asking that we shall only be called upon to make good any deficiency, should the average revenue of the three years fall short of the minimum fixed; this is the more necessary as we cannot at least for one year estimate the disturbing effect of the separation of toddy from arrack.

6. *Deposit of Security for Rupees 39,900, being one-fourth of the Revenue to be guaranteed.*—The Board are good enough to say they will accept a lien on the Factory, there is no existing mortgage on the Aska Factory, the title deeds of which will be handed to the Collector of Ganjam whenever demanded.

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6. The Board do not understand, and have therefore not before noticed, Mr. Goodrich's suggestion that the extension of toddy shops should be accompanied by increase in Government revenue and the statement that the unlimited increase in shops is objectionable. There is, or ought to be, a list of sanctioned shops in the view of both parties when the contract is entered into. This list should be framed so as to provide reasonably for requirements, and except for necessary transfers it should be adhered to. There should be no such thing as

(A true Copy and Extract.)

H. E. L. M.

Acting Secretary.

To the Collector of Vizagapatam, with two enclosures, returned.

Copy to the Collector of Ganjam.

.. to the Acting Secretary to Government, Revenue Department.

Exd. A. Raitt.

2. 3. 4. of the above Commissions are appended.  
 1<sup>st</sup> July/75  
 14<sup>th</sup> Old Pondway Place 2-10 July

Board of Governors,  
 MADRAS.

1875.

PROCEEDINGS, 3RD JUNE 1875, No. 1,503.

Accepted 15<sup>th</sup> June 1875

Received 25<sup>th</sup> June

JUN 25  
 No. 1,503.

Abkari lease—of Gaudium and Virginian  
 Distilleries from 30th June 1875.—Remains passed  
 on letter from Messrs. Mitchell Brothers and Co.  
 making observations in regard to certain propo-  
 sitions to be made in the terms of the  
 instructions given regarding licenses to be  
 granted for toddy shops.

21900-1 July 1875

Attest