Sectt. I (1)-I—10,006—7-10-70.

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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

~~G.O. No.~~ ~~B.P. No.~~	1196.	~~Press~~ Mis.

Dated 22 - 5 - 1876 ~~197~~ .

Not to be folded or roughly handled

Calendar case No. 13
of 1876

Judgment 1/1196

The evidence in this case is chiefly documentary. Up till 2 or 3 years ago the 1st witness had been living apparently on the most intimate and confidential relations with his cousin the accused Tahsildar and his (the Tahsildar's) brother. After separating from them and setting up in business for himself he conceived for some reason or other a violent animosity towards them which induced him to lodge the information before the Joint Magistrate upon which this enquiry is based and in support of the charge produced certain papers (exhibits A. B. C. D &c) which had fallen into his possession and which to all appearance fully corroborate the charge.

The exhibit A purports to be a diary or register of letters despatched to the address of a Madras merchant called Parthasarathi, the first by the Tahsildar himself and the rest (2 to 5) by the Tahsildar's brother ordering large supplies of European liquors to be sent from Madras to Rajahmundry. The admission of this register in evidence was objected to on the ground of the irregular, quite needlessly as appears to me as it is not required at all for the purposes of this

prosecution

prosecution. The Exhibits B consisting of 7 original letters, the genuineness of which is not questioned, are proved by the Merchant Pallavarde to letters he had received. All but one of these (B 6) are addressed to the Tahsildar Venkata Ranga Chandu. Generally speaking they may be described as acknowledgments of receipt of various orders for European liquor, with details of the despatch of several consignments in accordance with the said orders and demands for prompt shipment. In the only letter addressed to the Tahsildar's brother the writer mentions among other things having received a letter from the said brother to the effect that the Tahsildar was out on Jamabundy but would return in 10 days, which would appear to explain the fact of this particular letter not being addressed as usual to the Tahsildar. If therefore the A exhibits are excluded, the natural Conclusion will be that the Tahsildar himself wrote the several letters in which the orders for liquor were conveyed. When this however was put to him and he was asked why the Merchant kept addressing him he had to fall back upon the probable genuineness of the A letters and to explain the

Merchants

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mercantile mindset by saying that as the first order (A 1) had been signed by him the merchant took it for granted that it was with him (the Tahsildar) that he was dealing, although in reality all that the Tahsildar thought he was ordering when he signed the original of A 1 were a few sundry articles (allowed) which he wanted for his own use. And here we have the proof of the Tahsildar's defence. He pretends that he was made a mere catspaw of by his intriguing brother and nephew, who began by inducing him unwittingly to sign this letter. Some of the articles specified in the letter for his own use was explained to him and he had no idea that it contained also an order to send to him some 18 dozen bottles of Brandy & Ginger wine. This is probably the only Consignment referred to in the correspondence nor is it the largest. But the evidence both oral & documentary enables us to follow the history of this particular Consignment and to see how far the Tahsildar's plea of ignorance is borne out in it. It is admitted by the Tahsildar that he did sign a letter of which for all practical purposes A 1 may be taken as a true copy. Indeed it is the Tahsildar's

Jahsildars once that he did sign a check
in Pôle. & that B1 & B2 are copies of
B1 is dated 25th January 91 & relates
despatch of 17 packages of which
12 are Brandy & others Liquors & the other
package Contains Sundry articles. B2
is dated 31st January 91 and advises
despatch of 7 packages only as having
become short by the previous steamer the
Captain having refused to take more.

C1 dated 30th January 1891 is addressed
by the Consignee at Cannanore to the
Jahsildars letter, acknowledging receipt
of 10 packages. The remaining 8 cases
were separately received by the Consignee
on enclosure 3rd February 1891 for on
that date we find the Consignee writing
to the Jahsildar's letter (C3) intimating
the despatch on hillcumbi Nayhars
Chariot boat of the 17 packages, 18
being liquor & the other "sundry articles"

D is a passport dated 3rd February
1891 signed by the Deputy Jahsildar
of Cannanore permitting 18 cases of
Brandy to be taken by Gendarmerie
Abbayi from the Cannanore Custom
House to be sent to Ranjarakandis godown

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in Nagar himself written & signed
Endorsed on this passport is another
passport dated 4th February 91 in the
handwriting of the Jahsildar (proved)
and signed and dated by the Subcollector
& Sub magistrate permitting the liquor
to be taken to Tellicherry & the Central
Provinces within 2 months

The next document that helps to
throw light upon the disposal of this
Consignment is B1 which appears to be
a Memorandum of the sale of in the first
part 17 dozens of Brandy & Ginger wine
and in the second part of 18 dozens. The
Sales according to this account were
made to 2 men viz Kassimsahib and
Raghavachari. It is in the admitted
handwriting of the Jahsildar, B2 and
B3 appear to be continuations of it
also in the Jahsildars hand writing &
and from B2 it is gathered that the
date of this account was 17th March 91.

So far the documentary evidence
relating to this Consignment, on which
more light however is thrown by the
evidence of the persons whose names
occur in these documents & who are
by no means prejudiced against the
Jahsildar

Tahsildar. None of the 3 are forthcoming
in this Court. K. Raghava Chariulu the
Peon and Shopkeeper in Pawlaiswaram
died previous to this inquiry, Kasumalai
the Abkary Contractor died about a month
ago, and Vedala Rangachariulu cannot
at present be found having it is
reported (by the defendant himself)
gone on some distant pilgrimage.
The evidence of the 2 latter was however
taken in the presence of the accused
both by the Joint Magistrate & the
Sessions Court and is therefore available
for this trial.

Exhibit D shows that the consignee
at Rajahmundry was Vedala Rangu
Chariulu (3rd witness in Sessions Case No. 37
of 1875) He admits that the liquor was
received, & that he has no godowns (as
stated in D) but that the liquor was
transferred at once to the Pawlaiswaram
Shopkeeper for whom it was especially
got up from Madras. He denies that
any of the liquor was ever stored in
Rajahmundry. This is quite disproved
by the other evidence & it is not even

asserted

asserted to be the case on the part of
the defence.

It is proved by the evidence
of Kasumalai (Post Peon at Pakkilla
D. J. & G. 1873) that the liquor was
actually stored in the premises at-
tached to the Tahsildar's house. That
the Abkary Contractor Kasumalai went
to buy some of it. The Tahsildar's brother
and Nephew delivered the cases to him
and he gave them the receipts for the
liquor signed by himself (Exhibit F)
Two of payments are endorsed on this
receipt one for Rs 15 dated 22nd February
1871 and the other for Rs 50 dated 8th
March 1871. There is nothing to show
from whom the liquor was purchased
or to whom the payments were made.

What the Tahsildar has to explain
are the following admitted facts

(1) That a correspondence was carried on
between (apparently) himself or his brother
acting on his behalf and a Madras
merchant shewing that Consignments of
liquor were ordered on the one side and
despatched on the other and that further
extensive transactions of the same kind

were

were contemplated

(2) That he signed at Canal one letter in which Liquor was ordered.

(3) The liquor being stored & sold on his premises

(4) The account of sales in his handwriting (#1, 2, 3)

His defence is that his brother and nephew carried on the traffic unknown to him. He was induced by them to sign #1 in ignorance of its contents, he was not aware of the liquor being sold on his premises & as for the Exhibits he drew out the accounts shown in them in order to settle a dispute that had arisen between his brother & his sister as to their respective shares in the traffic that had been going on & the existence of which he had been for the first time discovered.

How to support this plea of ignorance & of being so entirely in the hands of his relations and shod in the accused should have some evidence to shew that there was concealment & underhand practices

in this part of which they carefully kept him ignorant. But I don't think this for any such concealments can be satisfactorily shewn from him & that all the letters B are addressed to the Native Tahsildar. Hence the Tahsildar never that the Tahsildar might open and peruse all letters addressed to him respecting the traffic. That the liquor was stored on the first floor of his premises shows that the brother and nephew are implicated & that the prisoner knew of it would show that his statement was, that

(Even admitting the Tahsildar's account of them) shew that he was in full possession of all the facts very soon after, whether he knew them at the time or not.

Again as to the Exhibits there is but much on the face of them bearing out the Tahsildar's explanation of their preparing his arbitration settlement of the dispute between his brother and Nephew. He asserts that the 3d document is mutilated & that the portion torn off would show what his statement was,

that

but all one can say in looking at the papers is that they merely indicate profits made on sales of liquor to the 2 licensed dealers Kasim Sahib and K Raghavachariar and moneys received from and still due by them. Among all the entries of liquors in the papers there is no division into 2 or 3 parts though this was the main object in view according to the Tahsildar.

The Tahsildar admits that neither his brother nor nephew had money of their own and that they trust in all probability have used his pay in carrying on their operations & this they had the entire disposal of as well as of all his other household business.

An attempt has been made to show that the real dealer in the liquor was not allowed by Raghavachariar the Doncaiswaram shop keeper and that the Tahsildar's brother and nephew got the liquor from Madras from him, presumably at cost price & that although out of the business, this profit they did make a profit was fraudulently taken from this man. That

they pretended to sell the liquor at cost price is likely enough and is borne out by Exhibit J which shows falsely the Kasim as his purchase rate "cost price" and charges for steamer freight &c over and above which Raghavachariar was added. But that K Raghavachariar was the real owner and importer of the liquor is disproved by the defendants themselves one of whom as well as the Tahsildar's brother-in-law (Vide statement in the Session Court) says he was present when the Tahsildar arbitrated between his brother and nephew. This like as many arbitrations between 2 thieves as to their division of spoils - the ownership of which is in dispute by standing by is witness to the arbitration!

Difficult as it would be to admit the Tahsildar's explanations even if he were a man of spotless integrity and hitherto unsullied reputation it is all the more difficult to count him innocent when we find quite recently he was twice recommended by the late Collector for dismissal from Government Service on grounds akin to a fraud from the enquiries in the first instance the Board of Revenue

degraded him to a lower appointment for having "encroached on land set apart for publics purposes that" as false hood, taking advantage of an officer who came to the spot after the assignment was made and knew nothing about" The 2d case was hanging over him when this more serious inquiry began.

Under all the circumstances above detailed I have no hesitation in finding Sathiah guilty of having trafficked in European liquor without a license & thus himself having committed a gross breach of the law which he in his position was especially bound to respect and uphold.

[Signed] L Hope
24th March 1876 A.G. Magistrate
[True Copy]
L Hope
Acting Collector

Exd M.A. Stuart

Sentence 7/1876

The Court finds that Pancharam Venkata Rangachariu is guilty of the offence specified in the charge, namely that he sold European wines and spirits without being licensed and thereby committed an offence punishable under Section 21 of the Madras Abkary Act III of 1864 and the Court directs that the said Pancharam Venkata Rangachariu pay a fine of Rupees 500.

Cocanada 24th March 1876 } [Signed] L Hope
Juv. Asst. Collr. & Magistrate

[True Copy]
L Hope
Acting Collector

Exd M.A. Stuart

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No. 1,147

PROCEEDINGS OF THE BOARD OF REVENUE, dated 2nd May 1876.

Read the following letter from J. HOPE, Esq., Acting Collector of the Godavery District, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Cocanada, 3rd April 1876, No. 82:—

REFERRING to the correspondence ending with the Board's Proceedings, dated 20th November last, No. 3,161, I have the honor to report that the High Court annulled the conviction and sentence of the Session Court in respect to Paniharam Venkata Rungacharlu, Tahsildar of Yernagudem, and directed that he should be tried by the District Magistrate for the offence of selling European liquors and wines without being licensed under Section 21, Act III. of 1864 (Madras).

2. I accordingly took up the case, tried it, and sentenced the Tahsildar to pay a fine of Rupees 500.

3. I beg to submit herewith, for the information of the Board and Government, copy of the Judgment passed by me.

[illegible] No. [illegible] copy of Judgment.

SUBMITTED to Government in continuation of Board's Proceedings, dated 20th November 1875, No. 3,161.

2. The Board presume that an appeal will be preferred. The Collector will report the result in due course.

(A true Copy and Extract.)

Acting Sub-Secretary.

To the Secretary to Government, Revenue Department.
with one enclosure, to be returned.
„ the Collector of the Godavery District.

Exd. W. J. Lewis.

Revenue 1876.

Board of Revenue,

MADRAS.

PROCEEDINGS, 2ND MAY 1876, No. 1,147.

MAY.

No. 1,14

Enclosure Narrapochariu, P.—Second-class Magistrate of Narsapudiem Taluq Godavery District, who had been charged with selling European liquors and wines without license.—Submitting to Government letter from Collector forwarding copy of Judgment passed by him in the trial of