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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	68.	Press
B.P. No.		Mis.
Dated	17-1-1876	196 .

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Revenue Department,
17th January 1876.*

No. 137. Read the following Proceedings of the Board of Revenue, dated 14th January 1876, No. 101 :—

Read the following letter from R. J. MELVILLE, Esq., Acting Collector of the Chingleput District, to H. E. STOKES, Esq., Acting Secretary to the Board of Revenue, dated Sydapet, 8th January 1876, No. 12 :—

I HAVE the honor to forward translations of five complaints filed in the Trivellore Munsif's Court, the numbers of which are as per margin, in which the Collector and the Tahsildar of Conjeveram have been included as defendants, and request the orders of the Board thereon.

2. The facts of the case are as follows :—

Plaintiffs are the Shrotriandars of Cadirapoor, an enfranchised Inam village in the Conjeveram Taluq. They allowed arrears of quit-rent to accumulate against the village to the extent of Rupees 3,289-9-5, extending over several faslis. Endeavors were made by the Tahsildar Dorasamy Iyer for the recovery of these arrears without resorting to coercive measures but without success. The Shrotriandars kept out of the way, and some of them had mortgaged their share and were in impoverished circumstances. He, therefore, attached the whole village on the 23rd July 1874, after having previously served on the Shrotriandars the usual demand notice No. 4. An appeal was preferred to Mr. Barlow against this attachment by some of the Shrotriandars, who stated that each man should be held responsible for his proportionate share of the quit-rent, and that such was the practice in former years. On referring to the records of this office, Mr. Barlow found that prior to the enfranchisement of the village, the practice of demanding and collecting the jodi according to each Shrotriandar's alleged share or interest in the village did prevail. This practice was, however, superseded by the settlement of the Inam Commissioner by whom the village was enfranchised, and the whole village became responsible for the quit-rent. The Shrotriandars were, however, allowed the option of apportioning the quit-rent among themselves as laid down in Board's Circular Order, No. 136-1, without prejudice to the liability of the whole village for the revenue. I enclose a translation of Mr. Barlow's endorsement on the appeal petition of some of the Shrotriandars for the Board's perusal.

3. The Shrotriandars not having discharged the arrears, and having taken no heed of the suggestions made in the Collector's endorsement, the Tahsildar advertised the sale of the village and conducted it himself on the 1st April 1876, the day fixed for the purpose, when the village was purchased by one Pavadai Mariappah Chetty for Rupees 8,550 and the usual sale certificate was issued in his name.

4. The only defect in the sale is as regards the notice required to be published in the Collector's office. This notice I regret to say was not received in this office until the 2nd April, and on its receipt an order was sent to the Tahsildar to fix another day for the sale of the village to allow of its publication for thirty days; he had, however, already sold the village, and I had no power under the recent orders of the Board to disturb the sale.

*Proceedings of the Madras Government, Revenue Department,
17th January 1876.*

5. Under the circumstances, I am of opinion that there is no valid defence to the action. The time for filing the answer expires on the 19th instant.

ENCLOSURES Nos. 1 to 5.—Translations of Plaints.

ENCLOSURE No. 6.—Translation of Mr. Barlow's endorsement on petition of some of the Shrotriamdars.

SUBMITTED for the orders of Government.

2. Plaintiffs in these suits (five) sue for the cancellation of the sale of their respective shares of an enfranchised Shrotriam which was sold for arrears of revenue under Act II. of 1864.

3. It appears that the sale notice was not duly published in the Collector's office as required by Section 36 of the Act, and the Board agree with the Collector in regarding this as a material irregularity affecting the validity of the sale.

4. Considering, however, that under existing orders* the sale cannot be cancelled otherwise than by a decree of Court in a regular suit, and that the sale

* Standing Circular No. 3 of 1875.
certificate has already been issued to the purchaser under Section 38, the Board are of opinion that there is no option but to allow the suits to proceed, leaving it to the Court to decide as to the validity of the sale. They accordingly recommend that the defence of the suits be sanctioned, and that the Collector be authorized to file the following statement in each case:—

STATEMENT.

The Shrotriam village referred to in the plaint is an enfranchised Inam, and, according to the settlement of the Inam Commissioner, the tenure being joint, the entire property is liable to sale on account of, and the Shrotriamdars are jointly and severally responsible for, arrears of revenue accruing thereon.

The entire Shrotriam was on the 1st April 1875 sold under Act II. of 1864 for arrears of revenue amounting to Rupees 3,289-9-5, and was purchased for Rupees 8,550 by Pavadai Mariappah Chetty to whom a sale certificate has been issued under Section 38.

The sale was in every respect regular, except that through inadvertence the sale notice was not duly published in the Collector's office as required by Section 36.

This defendant leaves it to the Court to decide on the evidence whether such irregularity is a material one, prejudicial to plaintiff's interests, and affecting the validity of the sale, and prays for his costs.

The suits are to be heard on the 19th January 1876.

(True Copies and Extract.)

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

*Proceedings of the Madras Government, Revenue Department,
17th January 1876.*

No. 138. ORDER THEREON, 17th January 1876, No. 68.

Miscellaneous.

THE defence of the Suits is sanctioned and the proposed answer is approved.

2. The responsibility for the failure to send the sale notice in proper time to the Collector's Office should be fixed and the delinquent held answerable for the results.

(True Extract.)

(Signed) W. HUDLESTON,
Chief Secretary.

To the Board of Revenue.
„ the Collector of the Chingleput District.

Exd. W. J. Lewis.

3/50
Chingleput District
Collectors Office,
Saidapet, 8th January 1876.

No 12.

From
R. J. Melville Esqre,
As Collector of the
Chingleput District
To
H. E. Stokes Esqre,
As Secretary to the Board of Revenue
Madras

Sir,
I have the honor to forward trans-
lations of 5 plaints filed in the
Trivellore Munsiff's Court the Nos
of which are as per margin in
which the Collector and the Tahsildar
of Conjeveram have been included
as defendants and request the orders
of the Board thereon.

2. The facts of the case are as
follows.
Plaintiffs

Sl. Nos 698-699
700-701 & 702 of
1875-

7th Jan 1876

Colt. of 1876 MADRAS			
REVENUE.			
THE BOARD OF REVENUE.			
Date	By	By	By
17th January, 1876.	[Signature]	[Signature]	[Signature]
G.O., 17th January 1876, No. 68.			
JANUARY.			
Nos. 137-138.			

Sent for cancelling sale of Cuddalore. State
in Conjunction. Tally.—Sanctioning the
defence of the —, and approving the proposed
answer. Desiring that the responsibility for the
failure to send the sale notice in proper time to the
Collector's Office should be fixed and the defen-
dant held answerable for the result.

Plaitiffs are the Shrotriyaamdars of
Badirapoor, an enfranchised Inam
village in the Conjeveram Taluk.

The allowed arrears of quit rent
to accumulate against the village
to the extent of Rupees 3289-9-5
extending over several faslis. Endeavours
were made by the Tahsildar Dorasamy
Iyer for the recovery of these arrears
without resorting to coercive
measures but without success.

The Shrotriyaamdars kept out
of the way and some of them had
mortgaged their share and were in
impoverished circumstances. He
therefore attached the whole village
on

4/68
on the 23^d July 1874 after having
previously served on the Shrotri-
yaamdars the usual demand notice
No 4. An appeal was preferred
to Mr Barlow against this attach-
ment by some of the Shrotriyaam-
dars who stated that each man
should be held responsible for his
proportionate share of the quit rent
and that such was the practice in
former years. On referring to the
records of this office Mr Barlow
found that prior to the enfranchise-
ment of the village the practice of
demanding and collecting the jody
according to each Shrotriyaamdars
alleged share or interest in the
village

village did prevail. This tract was however superseded by the Settlement of the Inam Commissioner by whom the Village was enfranchised and the whole village became responsible for the quit rent. The

Shrotriyaudars were however allowed the option of apportioning the quit rent among themselves as laid down in Board's L.C. N^o 136 without prejudice to the liability of the whole village for the revenue. I enclose a translation of Mr Barlow's endorsement on the appeal petition of some of the Shrotriyaudars for the Board's perusal.

3. The Shrotriyaudars not having discharged the arrears and having taken

5/8

no heed of the suggestions made in the Collector's endorsement, the Tahsildar advertised the sale of the village and conducted it himself on the 1st April 1875, the day fixed for the purpose, when the village was purchased by one Paradai Mariappa Chetty for Rs 8550 and the usual sale certificate was issued in his name.

4. The only defect in the sale is as regards the notice required to be published in the Collector's Office. This notice I regret to say was not received in this Office until the 2^d April and on its receipt an order was sent to the Tahsildar to fix another day for the sale of the village to allow of its publication for 30 days; he had however

however already sold the village
and I had no power under the
recent orders of the Board to disturb
the sales.

5. Under the circumstances I
am of opinion that there is no valid
defence to the action. The time for
filing the answer expires on the
19th Instant.

I have &c

(Signed) R. J. Melville

Ag. Collector -

(True Copy)

H. Wilson

Ag. Secretary

BH
C. J. K.

Proceedings of the Board of Revenue
Dated 14th January 1876

Read letter from the Collector of
Chingleput, dated 8th January 1876,
No. 12, forwarding for orders translation
of 5 Plaints in suits filed in the
Innsbury District Munsiff's Court
regarding the Sale of Kadripur Shrotrian
Village - Confession Sale.

Submitted for the orders of Commis-
sioner.

Plaintiffs in these suits (5)
sue for the Cancellation of the Sale
of their respective shares of an in-
franchised shrotrian which was
sold for arrears of Revenue under
Act 2 of 1864.

It appears that the Sale
noted

Enclosure in Proceedings
of the Board of Revenue
to the Secretary to Govern-
ment No. 2714 - January
1876.

2128/76

20. 17 January 1876 No. 8
Copy of letter from the
Collector of Chingleput
278 - January 1876 No.
12, regarding the sale
of Kadripur Shrotrian
Village (Confession)
Sale -

207201-66
22 101 22

notice was not duly published
in the collector's office as required
by Sec: 36 of the Act and the Board
agree with the collector in regarding
this as a material irregularity
affecting the validity of the Sale.

Considering, however, that
under existing orders the Sale St. Cir: No: 3 of 1875
cannot be cancelled otherwise than
by a decree of Court in a regular
suit and that the sale certificate
has already been issued to the
purchaser under Sec: 38, the Board
are of opinion that there is no
option but to allow the suits to
proceed, leaving it to the Court to
decide as to the validity of the Sale.
They

They accordingly recommend that
the defence of the suits be sanctioned
and that the collector be author-
-ized to file the following statement
in each case:—

Statement

The Shrotrien village referred to in
the plaint is an enfamished Estate
and according to the settlement
of the Estate Commissioners, the
tenure being joint, the entire property
is liable to sale on account of, and
the shrotrienadars are jointly and
severally responsible for, arrears of
revenue accruing thereon.

The entire shrotrien was
on the 1st April 1875, sold under
Act 2 of 1864, for arrears of
revenue

revenue, amounting to Rs 3289-9-5,
and was purchased for Rs 8500.
by Paradaai Mariappa Chetty
to whom a sale certificate has
been issued under Sec 38. The
sale was in every respect regular
except that through inadvertence,
the sale notice was not duly pub-
-lished in the collector's office as
required by Section 36.

This defendant leaves it
to the Court to decide on the evi-
-dence whether such irregularity
is a material one prejudicial to
plaintiffs' interests and affecting
the validity of the sale, and
prays for his costs.

The suits are to be
heard

9/8
heard on the 19th January 1896.

(True Extract)

H. H. Stokes

Atty General.

To The Secretary to Government R.D., with
encs. etc returned. & copy of
Collector's letter.

S. H. M. S.

Decr 1876 Departs

No 128

Boarding of the
Board of Revenue.

Special to

May 17-1876

Washed 14th January 1876

Washed 14th — — — — —

Washed 14th — — — — —

With Order

Decr 17th January 1876

Washed 17th — — — — —

of Government with view
to the from the College of
Chicago, but, relative to
California, in the month
of October, 1876, the
University of Wisconsin
University of Wisconsin
University of Wisconsin

14th Decr. 1876. Decr 17th Jan 1876
1st Decr 1876. Decr 17th Jan 1876