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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

REV

DEPARTMENT

G.O. No.
B.P. No.

1976

Press
Mis.

Dated

13-6-1977

197

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

13th June 1877, No. 1,976.

Read the following paper:—

No. 251. Proceedings of the Board of Revenue, dated 25th May 1877.

Read the following letter from W. McQUHAE, Esq., Collector of Madura, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Shembaganur, 14th May 1877, No. 327.

I HAVE the honor to report, for the information of the Board, that the Zemindari of Shevagunga has leased the estate to B. Kristnasawmy Chettiar of Madura for seven years, up to June 1884, for an annual amount of Rs. 60,000 and under certain conditions, and has made over the estate to him. I submit, herewith, translation of the lease bond executed by her. She requests that the peishush, land-cess, &c., may be collected from the lessee, and that correspondence connected with the estate, including devastanams, &c., may be carried on with him and Mr. R. Fischer appointed her General Agent. A translation of the Power of Attorney is also enclosed.

2. I therefore request the instructions of the Board. I think the course authorized in G.O., dated 14th August 1865, No. 1,882, when the estate was before leased out to the late Mr. G. F. Fischer, may now be adopted, the estate being in the lessee's possession.

3. I also enclose a petition from Dorasinga Taver, who is next in succession to the estate according to the declaratory decree of the High Court, which was reversed by the Privy Council not on the merits, but because they found no grounds for bringing a suit for a declaratory decree. The validity of the lease after the Rani's death will, I believe, depend upon whether it was for the benefit of the estate, and the decision of that question will depend upon facts very difficult to ascertain. I think, therefore, that it is not my business to offer any opinion on the question. But I think if the lessee is in possession at the Rani's death, I may continue to receive peishush from the lessee if paid to me, and to this extent instructions seem necessary.

WITH their Order, dated 14th December 1876, No. 2,032, the Government communicated to the Board a petition from the Rani of Shevagunga praying for an extension of time for the payment of her peishush for Faslis 1285 and 1286, which was in arrears, with the remark that the circumstances of her case were peculiar, and that the Government were desirous of complying with her prayer. The Board accordingly instructed the Collector to arrange for the payment of the demand for the current Fasli 1286 by suitable monthly instalments, provided the balance outstanding for Fasli 1285 was liquidated by the end of April 1877. The Collector recently reported that the Zemindari had not paid the arrears for Fasli 1285 within the prescribed date, and asked for instructions. Information was

called for as to the exact state of the account, there being some uncertainty in the matter, and the Board are awaiting a reply to their reference.

2. The Collector, however, now reports that the Shevagunga Estate has been leased to B. Kristnasawmy Chettiar of Madura for seven years two months, from

Revenue Department, 13th June 1877, No. 1,976.

1st May 1877 to June 1881, for an annual rent of Rs. 60,000 on certain conditions set forth in the lease, copy of which is furnished with his letter above read. From this document it appears that the arrears of peishcush, quit-rent, road-cess, and interest for Fasli 1285 due on the 1st May amounted to Rs. 1,06,266-12-3, and that no payments whatever had been made for the current fasli, the five kists which had fallen due at the above date still remaining unpaid. It is stated in the deed that the lessee having agreed to pay off the old arrears for Fasli 1285, the lease was granted to save the zemindari from being sold; but the parties appear to labor under a misapprehension as regards the current year's demand, which has not been indefinitely postponed to the next year as supposed, but was to be paid in fixed monthly instalments to be settled by the Collector.

3. It is unnecessary to await the Collector's reply to the Board's Proceedings of the 12th May, as it is clear that the conditions of the concession as to postponement of peishcush have not been complied with, and though it is possible that the delay was due to inability on the part of the Zemindari to raise the necessary funds in time, circumstances have altered since the arrangement was sanctioned, and it has become necessary to require that the Government demand upon the estate should be settled with punctuality. A petition from Dorasinga Taver, the next heir, accompanies the Collector's letter; it is stated that the Zemindari is very ill and not likely to recover, that the lease has been given with the object of obstructing petitioner's succession, and the petitioner prays that the lease may not be recognized beyond the term of the Zemindari's life. It is unnecessary to enter into the question of the validity of the lease after the grantor's decease; Kristnasawmy has acquired possession legally, and until he is ousted in due course of law, or the lease is cancelled, the Board consider that he should be recognized as lessee, and receipts granted to him as such. The position is critical, however, and in the event of the Zemindari's death, before the term of the present lease has expired, complications will probably arise, and litigation is almost a certainty. It is necessary, therefore, that the old arrears should be collected at once, and that further arrears should not be allowed to accrue, a contingency which is very likely to arise, where it is the interest of the lessee to secure all that he can for himself and to postpone payment of the Government dues as long as possible; and the Board, therefore, direct that the arrangement sanctioned in their Proceedings of the 5th February, No. 471, and 23rd February, Miscellaneous No. 2,743, be cancelled, and that the balance outstanding up to date be collected at once, resort to coercive process being had, if necessary.

4. A copy of these Proceedings will be submitted for the approval of Government.

(A true Copy and Extract.)

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

No. 252.

ORDER THEREON 13th June 1877, No. 1,976.
Land Revenue, No. 6.

The Board's Proceedings are approved.

(True Extract.)

(Signed) C. G. MASTER,
Secretary to Government.

To the Board of Revenue.

Exd. A. F. Goodall.

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 25 May 1877.

N^o 327.

From, W. M^{rs} Duhae Esquire
Collector of Madura
To, H. Stokes Esquire
Secretary to the Board of Revenue
Madras

Sir, I have the honor to report for the information of the Board that the *Shivagunga* has leased the Estate to B. Arishta-
sawmy Chettiar of Madura for 7 years up to June 1884 for an annual amount of Rs 60000 and under certain conditions and has made over the Estate to him. I submit herewith translation of the lease bond executed by her. She requests that the Peshkash, Land Cess &c may be collected from the lessee, and that correspondence connected with the Estate including *Davastanam* &c may be carried on with him and Mr. R. Fischer appointed her general Agent. A translation of the Power of Attorney is also enclosed.

I therefore request the instructions

Obt. of 1877
REVENUE.

THE BOARD OF REVENUE

Madras, June 1877

G.O. 134 June 1877, No. 1978

JUNE
Nos. 254:252

instructions of the Board. I think the
Course authorized in G.O. dated 11th August
1865 & 8/1882 when the estate was before
leased out to the late W. G. H. Fischer
may now be adopted, the Estate
being in the Lessee's possession.

3. I also enclose a petition
from Dorasunga Daver who is next
in succession to the Estate according
to the declaratory Decree of the High Court
which was reversed by the Privy Council
not on the merits but because they
found no grounds for bringing a suit
for a declaratory Decree. The validity
of the lease after the Rani's death, will I
believe depend upon whether it was for
the benefit of the Estate, and the decision
of that question will depend upon
facts very difficult to ascertain. I think
therefore that it is not my business to
offer any opinion on the question. But
I think if the lessee is in possession at
the Rani's death I may continue to receive
Pisheensh

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1976
Pisheensh from the Lessee if paid to me, and
to this extent instructions seem necessary.
Madras Collector's } I have &
Officer of the }
14th May 1877 } Sd/ W. M. L. L. L.
Collector

With their Order dated 11th
December 1876 & No 2032, the Government
communicated to the Board a petition
from the Rani of Shewasinga praying
for an extension of time for the pay-
ment of her Pisheensh for Fiesties
1285 and 1286 which was in arrears
with the remark that the circum-
stances of her case were peculiar
and that the Government were desirous
of complying with her prayer.
The Board accordingly instructed
the Collector to arrange for the
payment of the demand for
the current Juali 1286 by suitable
monthly

monthly instalments provided the balance
outstanding for Fasli 1285 was
liquidated by the end of April 1877.
The Collector recently reported that
the zamindar had not paid
the arrears for Fasli 1285 within the
prescribed date and asked for in-
structions. Information was called
for as to the exact state of the account
there being some uncertainty in
the matter and the Board are awaiting
a reply to their reference.

Pro: 12 May 77
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2. The Collector, however, now
reports that the Shevaga
Estate has been leased to B.
Krishnaswamy Chettiar of
Madura for 7 years, 2 months
from 1 May 1877 to June 1884
for an annual rent of
Rupees 6000 on certain conditions.

3.
set forth in the lease, copy of which
is furnished with this letter above
read. From this document it
appears that the arrears of Peshcar
gilt rent road cess and interest
for Fasli 1285 due on the 1st May
amounted to Rupees 106,286-12-3
and that no payments whatever had
been made for the current Fasli,
the five Kists which had fallen
due at the above date still remaining
unpaid. It is stated in the deed
that the lessee having agreed to pay off
the old arrears for Fasli 1285 the
lease was granted to save the zamindari
from being sold, but the parties appear
to

to labor under a misapprehension as regards the current year's demand which has not been indefinitely postponed to the next year as supposed, but was to be paid in fixed monthly instalments to be settled by the Collector.

3. It is unnecessary to await the Collector's reply to the Board's Proceedings of the 12th May as it is clear that the conditions of the concession as to postponement of Peishench have not been complied with and though it is possible that the delay was due to inability on the part of the Zemindarni to raise the necessary funds in time circumstances have altered since the arrangement was sanctioned and it has become necessary to require

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require that the Government demand upon the estate should be ~~settled~~ ^{settled} with punctuality. A petition from Dorasinga Taver, the next heir, accompanies the Collector's letter; ~~and~~ it is stated that the Zemindarni is very ill and not likely to recover, that the lease has been given with the object of obstructing petitioner's succession and the petitioner prays that the lease may not be recognized beyond the term of the Zemindarni's life. It is unnecessary to enter into the question of the validity of the lease after the grantor's

grantor's decease, Kistnasami
Chettiar has acquired possession
legally and until he is ousted
in due course of law or the lease
is cancelled the Board consider
that he should be recognized
as lessee and receipts granted
to him as such. The position is
critical, however, and in the
event of the Zemindar's death,
before the term of the present
lease has expired, complications
will probably arise and litigation
is almost a certainty. It is
necessary, therefore, that the old
arrears should be collected at once
and that further arrears should

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not be allowed to accrue, a
contingency which is very likely
to arise, when it is the interest
of the lessee to secure all that
he can for himself and to
postpone payment of the Govern-
ment dues as long as possible,
and the Board, therefore, direct
that the arrangement sanctioned
in their Proceedings of the 5th February
N^o 471 and 23rd February Mis.
N^o 2743 be cancelled and that
the balance outstanding up to
date be collected at once, resort
to coercive process being had,
if necessary.

4. A copy of these Proceedings
will

will be submitted for the
approval of Government.

(True copy & Extract)

Ch. C. Allen
Sub Secretary.

To
The Secretary to Government R.D.,
with 3 original enclosures to be returned
and copy of Board's Proceedings
dated 23rd February 1877 Min. No. 2743.

Revenue Department.

Mis. No. 2743.

Proceedings of the Board of Revenue.

Dated 23rd February 1877.

Read Proceedings of the
Madras Government R.D., dated
8th February 1877 No. 558, recording
Proceedings of the Board of Revenue
on G.O. relating to an extension
of time for paying the peisheush
of the Shevagunga Zemindari in
Madura District for Faslis 1285
and 1286.

Communicated to the Collector of
Madura who will understand that
the Board's proposals are approved.

(True Extract)
(Signed) H. B. Stokes
Secretary.

To the Collector of Madura.

(True copy)

W. L. Cotton
Sub Secretary.

No. 1976 of 13-6-77
The Board's proceedings are
approved

Proceedings of the

Board of Revenue

Dated 25th May 1877

Page 25

Page 26

Proceedings of the

Board of Revenue

in Madura District

showing that the balance

of the said outstanding

peisheush is to be paid

to the Collector of Madura

if necessary

