

- (1) Number of pages 16
- (2) Date of repair _____
- (3) Initials of the Referencer _____

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No.	3370	Press.
B.P. No.		Mis.
Dated	7-12-1977	197

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

7th December 1877, No. 237.

No. 71. Proceedings of the Board of Revenue, dated 1st November 1877, No. 4,895.

Read the following letter from C. T. LONGLEY, Esq., Collector of Salem, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Senkerrydroog, 20th October 1877, No. 603:—

In reference to G.O., No. 2,302, dated 13th July 1877, I have the honor to state that I have surrendered the lease of Chinnakulroyen Hill to Annamalai Gounden, the Puttagar, and that he and his relatives have agreed to withdraw the suits filed in the District Court.

2. The Puttagar has not hitherto drawn any portion of the rent (Rupees 2,000) sanctioned in G.O., No. 389, dated 9th March 1875, since the execution of the lease, and has therefore requested me to pay him the proceeds which have accrued to Government during their tenancy, excepting what strictly belonged to the forest lease of Soobramania Chetty, which was purchased for Rupees 12,500.

3. Under the document executed by Soobramania Chetty, dated 1st April 1875, Government were entitled to timber and certain products (Kapilapodi and Kadukai) belonging to the forest on the hill. It now turns out that the Puttagar never leased

Chetty to account for the same when he agreed to take back his payment of the purchase money (Rupees 12,500) to Government.

4. Having had the lease of the hill now for nearly 2½ years, I have come to the conclusion that Mr. Brougham's estimates of the profits arising therefrom, as stated in my letter, No. 43, dated 16th February 1875 (*vide* Board's Proceedings, 2nd March 1875, No. 494,) were delusive, and that therefore the right to forest timber alone, which seems to be all that properly appertained to the Chetty, is not worth having in return for the large sum of Rupees 12,500 paid.

In the interests of Government therefore I am of opinion that the surrender of the lease to Soobramania Chetty will be attended with advantage.

5. The following statement of the revenues of the Chinnakulroyen Hills up to July 1877 fully bears me out in this opinion:—

Items.	Faslis.	Demand.	Collections.	Balance.	Establishment Charges.	Net Revenue.
		RS. A. P.	RS. A. P.	RS. A. P.	RS.	
Village			109 5			
Miscellaneous		1,101 15 0		1,101 15 0		
Forest		57 7 0	57 7 0		26 10 7	30 12 5
Tamarind and Kapilapodi		485 0 0	485 0 0			485 0 0
Total ..		3,704 12 0	2,279 0 2	1,425 11 10	272 14 9	2,006 1 5
Land Revenue		2,132 7 1		2,132 7 1		
Road Fund ..		137 13 11		137 13 11		
Village Cess		149 13 9		149 13 9	293 6 0	293 6 0
Miscellaneous	1286	228 7 11		228 7 11		
Forest		58 2 0	58 2 0		45 14 2	12 3 10
Tamarind and Kapilapodi		485 0 0	150 0 0	335 0 0		150 0 0
Total ..		3,191 12 8	208 2 0	2,983 10 8	339 3 2	131 1 2
Grand Total ..		6,896 8 8	2,487 2 2	4,409 6 6	612 1 11	1,875 0 3

6. The Kapilapodi and Tamarind of both Periakulroyen and Chinnakulroyen Hills were together leased out for Rupees 970, of which Rupees 485 have been roughly assumed as the demand for the latter hill.

7. The Board will observe that the revenue to Government from felling forest timber has been only Rupees 43, which is a very inadequate return for the sum paid. The surrender therefore of the lease will relieve us not only from this unprofitable speculation, but from further disputes arising on account of Kapilapodi (forest products). Soobramania Chetty has now executed a bond to Government agreeing to repay Rupees 12,500 with interest at 6 per cent. per annum within nine months, and that the Government should forego the interest thereon for the time they had the lease in their enjoyment, while in return to the same he (Chetty) should lay no claim to the profits which accrued to Government during that period.

8. With regard to the Puttagar, I have arranged that he should receive a round sum of Rupees 1,520 out of the collections made up to the end of July, together with what might have been subsequently collected (which sum has not yet been ascertained) in satisfaction of all his claims against Government, so that if he should claim Kapilapodi at any future time he will have to proceed not against Government but against Soobramania Chetty.

9. If the Board approve of these arrangements, I request their early sanction to the payment of the money above-mentioned to the Puttagar and to the surrender of the lease of the forest to Soobramania Chetty accepting the bond executed by him.

A translation of the bond is enclosed.

ENCLOSURE No. 1.—Translation of Bond.

SUBMITTED to Government with reference to the order quoted.

2. The compromise settled by the Collector with the Puttagar appears on the whole fair, and the Board recommend its acceptance and payment of the sum named, viz., Rupees 1,520, together with any collections made subsequent to July.

3. As regards the lease of the forests, the profits anticipated when the arrangement was made have not been realized, and its surrender to Soobramania Chetty on repayment of the sum for which it was acquired seems advisable.

(A true Copy and Extract).

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

REFERRED to the Conservator of Forests who will report, with the least possible delay, whether he has any objection to urge to the course recommended by the Board in paragraph 3 of their Proceedings.

FORT ST. GEORGE,
8th November 1877.

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

No. 72. From Lieutenant-Colonel R. H. BEDDOME, Conservator of Forests, to C. G. MASTER, Esq., Secretary to Government, Revenue Department, Fort St. George, dated Ootacamund, 12th November 1877, No. 963.

WITH reference to your docket of the 8th instant on the Proceedings of the Board of Revenue, No. 4,895, of the 1st of November 1877, I have the honor to inform you that I have no objection to urge against surrendering the lease of the forests of the Chinnakulroyen Hill on the repayment of the sum for which it was acquired.

2. The Gall-nuts, Kapli and Kamila (all valuable dyes) on this hill were supposed to be of very considerable value, and the Kamila powder only was, I believe, farmed out previous to our obtaining the lease for Rs. 500 per annum; they do not, however, appear to have realised what was expected, though perhaps we have had the lease for too short a time.

The principal object this department had in obtaining the lease, however, was the facility it would give to check smuggling from the neighbouring Government Forests, but we should be paying very high for it at the price fixed if the lease only related to "timber," so I think that the lease had better be given up.

3. Mr. Stanbrough reports that the contractors in most of the private forests dovetailing with those of Government are clearing away all the wood land at an alarming rate, not only utterly deforesting the portions they work, but felling also on every opportunity in the neighbouring Government tracts, and that the facilities which a contract for a private forest offers for a system of this nature is the great attraction to obtaining it, and in the absence of a Forest Act and more stringent rules the best efforts of our department to check this smuggling give poor results, it is almost certain that this Chinnakulroyen contractor will, on getting back his lease, commence the same game (as it was largely carried on before in the same tract), and I request sanction for putting on a few more "guards" when the lease is surrendered.

4. The enclosed copy of the bond executed by the contractor Soobramania Chetty is returned herewith.

No. 73. Petition from VOOTTATHOOR SOOBARAMANIA CHETTY, and Salem, 5th November 1877.

ABSTRACT.—States that he had taken on contract for 20 years the jungles of Chinnakulroyen Hills from the Jaghiredar thereof; that on 1st April 1875 he (petitioner) transferred his right to Government and received in return Rs. 12,500; but that the Collector summoned the petitioner and forced him to take back the contract of the jungles and to execute on 9th ultimo a deed, binding himself to refund the said sum of Rs. 12,500 with interest at 6 per cent. per annum within nine months, under the threat that he would be otherwise prosecuted on a charge of cheating for some irregularity in the deed executed, and that this is unjust.

Submitting a copy of the deed; prays that the deed which was forcibly taken from petitioner by coercive measures may be cancelled and ordered to be returned to him.

No. 74. ORDER THEREON, 7th December 1877, No. 3,370.

Miscellaneous.

THE arrangement made with the Puttagar is approved and payment of the sum named is sanctioned.

2. The surrender of the lease to Soobramania Chetty seems desirable, but the Government are not satisfied with the bond executed by him which contains no provision for securing the payment of the money.

The Board will reconsider this point in communication with the Government Pleader.

3. The accompanying petition from Soobramania Chetty should be sent to the Collector, and his report thereon be submitted to Government by the Board with their own remarks..

(True Extract.)

Secretary to Government.

To the Board of Revenue. *with Petition*
" the Conservator of Forests.
" the Accountant-General.
" the Government Pleader.

Encd. A. Grubert.

Spare Copies

3370
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W.P. 53307790
 10/12/1877
 7th Dec 1877

Chinabrown Hill in Salem District. - Ap-
 proving the arrangement made with the Pottigut
 in connection with the lease of the - and sanctioning
 the payment of the sum mentioned; directing the
 Board in communication with the Government
 to reconsider the point referred to in
 connection with the land to be excused by
 the Government, and requesting the Collector
 to report on the latter's petition.

DECEMBER.
 Nos. 71-74.

G.O., 7th December 1877, No. 3,370.

Recd. 10th December 1877.
 Encl.

THE BOARD OF REVENUE.
 Secy. Secy. Secy.

REVENUE.

Govt. of 1877

Office of Conservator of Forests
 Cotacmunda 12 November 1877.
 N. 963.
 From
 Lieut Colonel R. H. Piddington
 Conservator of Forests.

Very Important N 1936
 MEMORANDUM. 3370/4

REQUESTED for reference the undermentioned paper on the subject of China.
 Kulungra Hill in Salem District.
 The original Enclosure (translation of
 bond) sent to Government with
 Board's Proceeding 1st November 1877 No.
 4895 & not returned with G.O. 7th
 December 1877 No. 3370 R.D.

REVENUE BOARD OFFICE,
 19th Dec 1877.

Champtin
 Registrar.

To
 The Registrar General
 Revenue Department

it was acquired.
 2. The Gall nuts, Kapli and Kame
 la (all valuable dyes) on this hill
 were supposed to be of very considerable
 value

W.P. 5330/7790
7th Dec 1877

Office of Conservator of Forests
Cotacambund 12 November 1877

N. 963.

From

Lieut Colonel R. H. Piddome
Conservator of Forests.

To

C. G. Master Esquire
Secretary to Government
Revenue Department
Fort Saint George.

Sir,

With reference to your letter
of the 8th Instant on the Proceedings
of the Board of Revenue N^o 4895 of
the 1st of November 1877, I have the
honor to inform you that I have
no objections to urge against sur-
rendering the lease of the forests
of the Chinnia K. Royen hill on
the repayment of the sum for which
it was acquired.

2. The Gall nuts, Kapli and Rami-
la (all valuable dyes) on this hill
were supposed to be of very considerable

value

No 4896

22+5
10-11-77

Dated 1st November 1877.

Read the 1st M^oina

015003

From

The Collector
of Salem

45

The Secretary to the
Board of Revenue
Madras

Sir

In reference to G. O. No 2302 dated

have surrendered the lease of Chinnakul-
royen Hill to Annamalai Kounden the
Pittagar, and that he and his relatives
have agreed to withdraw the suits filed in
the District Court.

2. The Puttagar has not hitherto

Sanctioned in G. O. No. 389 dated 9th March
1875, since the execution of the lease
and has, therefore, requested me to
pay him the proceeds which have
accrued

November 1877. Sept.

Devina Forest

From
No 4/993.

The Power of Good

to the Secretary to pay

18. 19

Harriet 12th November 1879

Theresa M. M.

Ms. 963

Conclude and

Adelphi 7 December

1877
Lafayette

Chrysomelids

the operation its wage

December 22nd 1891

the leave of the

Records of the Chamber

Anthony on Salt on

The Refractoryment of

from Portland it was
recovered.

As arranged - under the
the collector with the Father
is approved & sanctioned.

19/10/2007

C. 5/12/77 R 6:00/77
C. 30:00/77 R 4/12/77 14.

2172

accrued to Government during their
tenancy excepting what strictly be-
longed to the Forest lease of Soobra-
mania Chetty which was purchased
for Rs 12,500.

3. Under the document exe-
cuted by Soobramania Chetty dated
1st April 1875, Government were enti-
tled to timber and certain products
[Kapilapodi and Kadukai] belonging
to the forest on the Hill; but it now
turns out that the Pattagar never
leased to the Chetty the right to the
latter. It is this that was claimed
as damages in the plaint and
the settlement of which was
necessary for the disposal of the
suits. I called upon Soobrama-
nia Chetty to account for this
when he agreed to take back
his lease on repayment of the
purchase money or (Rs 12,500) to
Government.

4. Having had the lease of
the Hill now for nearly $2\frac{1}{2}$ years,
I have come to the conclusion that
Mr. B.

profits arising therefrom, as stated
in my letter No. 43 dated 16th
February 1875, (Vide Board's Proceeding
2nd March 1875 No. 494) were
delusive and that, therefore, the
right to Forest Timber alone which
seems to be all that prop. of ap-
pertained to the Chetty is not
worth having in return for the
large sum of Rs 12,500 paid.
In the interests of Government there-
fore, I am of opinion that the
surrender of the lease to Soobramania
Chetty will be attended with advantage.

5. The following statement
of the Revenues of the Chinmakul-
royen Hills up to July 1877 fully
bears me out in this opinion.

forego the interest thereon for the time they had the lease in their enjoyment while in return to the same, he (Chetti) should lay no claim to the profits which accrued to Government during that period.

8. With regard to the Puttagar, I have arranged that he should receive a round sum of Rs 1520 out of the collections made up to the end of July, together with what might have been subsequently collected / which sum has not yet been ascertained / in satisfaction of all his claims against Government, so that if he should claim Kapilapodi at any future time, he will have to proceed not against Government but against Sobramaniga Chetty.

9. If the Board approve of these arrangements, I request

request their early sanction to the payment of the money above mentioned to the Puttagar and to ^{the} surrender of the lease of the Forest

Submitted to Government with reference to the order quoted.

2. The compromise settled by the collector with the Puttagar appears on the whole fair and the Board recommend its acceptance and payment of the sum named, together with any collections made subsequent to July.

3. As regards the lease of the forests the profits anticipated when

The compromise was accepted - MK 2. When these bills were taken over the much dissatisfaction

forego the interest thereon for the
time they had the lease in their

when the arrangement was made
have not been realized and its
surrender to Seshamania Chetty
on repayment of the sum for which
it was a ... seems advisable.
with original enclosure
to be returned.

Copy of this
file

9. If the Board approve
of these arrangements, I
request

No.

Referred to the Conservator of Forests
who will report with the least possible delay whether
he has any objection to urge to the course recommended by
the Board in para 3 of their proceedings.

Fort St George
8th Nov 1877

Chatterjee
Secretary to Government

109 March 1878 31/3 - 20
11/4 July 1877

At a meeting of the Government
the compromise was accepted - MK 2. When these bills
were taken over the
much dissatisfaction

c-5/12/77 R. G. S. S. S.

forego the interest thereon for the

9. If the Board approve
of these arrangements, I
request

REVENUE DEPARTMENT.

No.

The Bd Res. d. 1st Nov 77 No 4898.

The Conservator of Forests d. 12th Nov 77 No 483

From V. Subramania Chetty.

Dated

187

FOR ORDERS.

The Puttagar of the
Chinna Madaya
Hills in the Salem
Dist: brought a
suit against the
Collector to obtain
the cancellation of
a lease of those
Hills that he had
given to Government

See in 80
10th March 77
No 1015.

The case has been placed
in the hands of the
Pleader, Madras -
to Mr. Subramania Chetty
to consult him
§ O. M.

A second suit
to have the lease
set aside was also
brought by his
relations against
the Government.
The compromise
was accepted - Mr. 2. When these bills
were taken over the
are much dissatisfied

Government bought
out the man, one
S. Subramania
Chetty who held the
forests from the
Puttagar for a term
of years. - paid with the man
in which the business
has been managed
throughout 1911

It was then estimated
that this renter
obtained from timber
an average revenue
of 700 to 800 Rs. & the
Collector stated

"this is exclusive of the
forest products which are
estimated by Mr. Brougham
to yield 2000 to 3000 Rs per
annum."

The renter was to
be paid Rs 12500 but
on the above data the
Board calculated a
profit for 17 years of
"Rs 30,000 in actual
money"

3. In July last the
Government decided
to abandon the
lease obtained from
the Puttagar but

see para 2 of let
in P.O. 14 March
No 389.

10.13.14 97

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B

discovered that "the
demand in both sides
for damages or account
of loss of produce relates
probably to what
belongs to Government
under the agreement
with Subramania
Chetty."

4. The Collector now
reports that Subramania
Chetty had no right to
certain products & that
it was these that were
the subject of the damages.

He has therefore
arranged with the
Puttagar to accept a
certain sum.

5. Moreover he found
an agreement on the
part of Subramania
Chetty to take back the
forests repaying Rs 1
what they paid him.

He recommends this
arrangement as the
forests to not pay

6. The Board support
both arrangements
& Mr. Biddome sees no
sufficient reason to oppose
the forests being given
back though he correctly
points out that they were
originally taken over because

see para 4 of B.P.O.
Prop in P.O. 14 25 Jan 75
No 77.

When held by a contractor
there were great facilities
open to smugglers
from Govt. Forests.

To check this he says he
will require more guards.

7. Now J. Subramania
Chetty says he was coerced
into the agreement & he
wishes it to be cancelled.

If the Collectors Memo
went that the Govern-
ment were entitled to
the disputed products

"under the document
executed by Subramania
Chetty" is correct
Chetty the man certainly
cheated & deserves no
consideration.

This point must have
to be ascertained if
the Government
decide to give up the
forests if they can
get rid of the contract
bought from Subramania
via Chetty.

Lucy W.

FOR ORDERS.

Doubtless moral main-
tenance was used. The fact
case or I will pro-
ceed for creating

3370
14

See enclosure
concerning this?

Send any further
not compromise
the suit as proposed
& refer the point
from the Chetty to
the Govt. for their
remarks. L.W.

3370
14

Is the dispute to be
the matter be settled as
proposed but under legal
advice only - otherwise Govt.
would get entangled in legal
difficulties - as the
Govt. stands - J. Chetty
goes back to the Govt. - Govt.
takes the chance of

No 4631, 4793 + 3026

For Orders

Relating to the lease of
Kilbury Hill, Salem

Reviewing the money
being - Mr. ...
been I think a ...
Part of the ...
May the ...
to be ...
- Mr 4/12

4631

Order

4631

3070
15

Rev. Sept.

No 3070

Proceedings of the Madras Government
Under date the 7 December 1877

Read the following papers
Proceedings of the Board of
Revenue, dated 1st November
1877 No 4895.

From the ...
Forests, dated 12th November
1877 No 963.

Petition from T. Soobramaniam
Chetty, dated 5th Nov 1877 No 3026
relating to the lease of Chin
na Kilbury Hill, Salem Dist.

Mr 8/12

An arrangement
made with the ...

is approved and payment
of the sum named is con-
tinued.

2. The surrender of the
lease to Soibramania Chetty
seems desirable, but the
Government are not satisfied
with the bond executed by
him which contains no
provision for securing the
payment of the money.

The Board will recon-
sider this point in com-
munication with the
Government Agents.

The

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- 11. To the Officer of the District, D. 13000
- 21. The Conservator of Forests, D.
- 6. The Accountant General, D.
- 3. The Principal Officer, D.

3070
16

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Robert

3. The accompanying
petition from Soibramania
Chetty should be sent to
the Collector and his report
thereon be submitted to
Government by the Board
with their own remarks.

Is

quit