

(1) Number of pages 2.8
(2) Date of repair 11. 2. 72
(3) Initials of the Referencer _____

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

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

664

Press
Mis.

Dated

13. 2. 1877 197

Not to be folded or roughly handled

buc

Proceedings of the Madras Government, Revenue Department
13th February 1877.

Read the following papers:—

No. 126. Proceedings of the Court of Wards, dated 30th October 1876, No. 2,692.

Read the following letter from J. W. HANDLEY, Esq., Government Pleader, to E. GIBSON, Esq., Acting Sub-Secretary to the Court of Wards, dated Madras, 11th October 1876, No. 137.

In reply to the Proceedings of the Court of Wards noted in the margin, I have the honor to submit the following opinion.
21st August 1876, No. 2,140.

assigned to the minor's uncle for maintenance on account of the sum due from him to the Collector in 1870 with the sanction to possession of these lands during the minority of the Zemindar, subject to the payment of the kuttubadi, and the fact that he owes the estate money on another account can be no reason for determining this tenancy. I understand that there is no question of the kuttubadi being in arrear, as this has been also allowed to him for maintenance and debited him under that head in the accounts. I presume there is no reason why this should be done if paid in reduction of his debt, or if it is the tenancy on that account.

3. The only way that I can see by which the lands could be made available for payment is by obtaining a decree against him and then, as this appears to have been done by other claimants of the estate could be claimed over the lands and realized by this process. Altogether I advise its being dropped for the present. The Collector of the right of suit being barred is worth suing. The minor can sue at any time after attaining his majority.

4. I return all the papers.

COMMUNICATED to the Collector of Vellore, in accordance with the advice of the Government Pleader, who is entirely in accord with that held by the Court. The kuttubadi need no longer be credited on account of maintenance; it is allowed to fall into arrear. Action by suit is not to be taken.

2. These Proceedings, together with which Mr. Handley's letter is in reply, are submitted to Government with reference to the remarks made in paragraph No. 862.

the interest of the uncle in these lands, and this sum can be applied to the debt to the estate would be by giving such interest in execution, but there are already and no priority for the debt. It is probable that nothing would be realized, and I should advise its being dropped for the present. There is no fear as supposed by the Collector that the debtor hereafter become insolvent within three years from his attaining his majority.

apartam who will be guided by the opinion that the case is hopeless is not to be taken. The kuttubadi need no longer be credited on account of maintenance; it is allowed to fall into arrear. Action by suit is not to be taken.

by of the Court's Proceedings to be submitted to Government with reference to the remarks made in paragraph No. 862.

(A true Copy

tract.)
ned)

C. A. GALTON,
Acting Sub-Secretary.

No. 427.

OFFICIAL MEMORANDUM.

The Secretary, Board of Revenue, requested to send up the Enclosures Nos. 1 and 2 (putta and muchilka) to Vizagapatam Collector's letter disposed of in Court of Wards' Proceedings, No. 2,140, dated 21st August last.

2. A copy of the lease, renting the Salur Zemindari to the minor's uncle, is also required.

(Signed) D. F. CARMICHAEL,
Secretary to Government.

13th November 1876.

No. 428.

OFFICIAL MEMORANDUM.

As requested in memorandum, dated 13th November 1876, No. 183, the undersigned has the honor to forward to the Secretary to Government, Revenue Department, the two enclosures of the Court's Proceedings, dated 21st August 1876, No. 2,140, and to state that no copy of the lease, renting the Salur Estate to the minor Zemindar's uncle, is among the records of the Board's office. A translation of the application of the minor's uncle to rent the estate is herewith submitted, as well as a copy of the Board's Proceedings, dated 16th December 1869, No. 9,221, directing modifications in the terms.

(Order,)

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

MADRAS,
22nd November 1876.

To the Secretary to Government, Revenue Department.

No. 428A.

MEMORANDUM.

It is requested that a copy of the lease may be procured from the Collector.

(Signed) D. F. CARMICHAEL,
Secretary to Government.

13th November 1876.

No. 429. Proceedings of the Board of Revenue, dated 16th January 1877, Miscellaneous No. 519.

Read the following letter from R. J. MELVILLE, Esq., Collector of Vizagapatam, to H. E. STOKES, Esq., Acting Secretary to the Board of Revenue, dated 13th December 1876, No. 1,734.

With reference to Board's Proceedings, dated 1st December 1876, No. 10,557, please the honor to forward herewith a copy of the lease renting the Salur Estate to the minor Zemindar's uncle.

SUBMITTED to Government with reference to Official Memorandum from the Revenue Secretary, dated 24th November 1876, No. 196.

(A true copy and Extract.)

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

No. 430. ORDER THEREON, 13th February 1877, No. 661.

Miscellaneous.

The cowl granted to the late Irzardar of the Salur Estate provides in clause 3 that when any one of the

quarterly instalments remains unpaid "the same shall be recovered from you under process of law as prescribed in Madras Act VIII of 1865."

2. The process alluded to is the distraining the crops and moveable property of the tenant (Section 14); and is obviously inappropriate in the case of an irzara of a large zamindari, however well suited as a remedy against individual ryots who may happen to default.

3. The Court of Wards will obtain from the Government Pleader a form of lease better adapted for those cases in which the ryotwari form of settlement may not be deemed the most suitable in estates or portions of estates under their care. What seems to be required is, power to cancel the renter's lease on failure of the stipulated instalments. If this were done at once in cases where there was no reason for any indulgence, and the renter simultaneously sued in the Civil Courts for the balance due, matters would never drift into the lamentable condition in which the Salur minor's estate now stands.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Board of Revenue.

Exd. A. F. Goodall.

No. 2,40.

PROCEEDINGS OF THE COURT OF WARDS, dated 21st August 1876.
Read the following letter from H. St. A. GOODRICH, Esq., Acting Collector of Vizagapatam, to C. A. GALTON, Esq., Acting Secretary to the Court of Wards, dated 24th June 1876, No. 1,015:—

I HAVE the honor to acknowledge the receipt of the Court's Proceedings, dated 27th April 1876, No. 1,116, reviewing the report on the administration of the estates under the management of the Court in this district for Fasli 1284.

2. With reference to paragraph 8, I beg to state that the figures entered in the statement forwarded with the report are correct and tally with those shown in the revised statement forwarded with my letter, No. 1,380, dated 31st July 1875, in answer to the Court's Proceedings, No. 1,687, dated 19th June 1875.

3. Referring to paragraph 12, I beg to state that the motion presented by the Guardian of the Minor Zemindar of Salur in the District Court of Vizagapatam, praying for the removal of attachment made by the Court on the lands held by the late Renter, was rejected, and the Court ordered, as I anticipated, that the right, title, and interest of the Renter would be sold. The lands had been given to the Renter by the late Zemindar for his maintenance, and were allowed to be enjoyed by him under a putta issued by the Collector. The Kattubadi fixed on those lands by the Collector and payable by the Renter is included in Statement No. 1, submitted with the Collector's letter, No. 494, dated 29th June 1870, and filed in the Court's Proceedings, No. 5,850, dated 23rd September 1870. Translations of the putta and muchilka exchanged between the Collector and the Renter are herein enclosed. The arrears due by the Renter, as I have already reported, is Rupees 85,211-6-5 as noted below:—

Fasli.	RS.	A.	P.
1281	11,893	0	0
1282	8,209	8	9
1283	17,636	0	6
1284	47,472	10	2
Total ...	85,211	6	5

Although the Renter has no property except the jeroyati lands of the estate held under the above putta, yet I consider that in order to guard the Minor's interests in the Civil Courts a suit should be brought and a decree obtained against the Renter, so that the claim might not be allowed to be barred by the law of limitation, and also to enable us to recover the amount in case he gets possession of any property hereafter. The expenses for the stamp duty, &c., for bringing suit for the whole amount will amount to Rupees 2,500, but if the Court prefer it, a suit might now be brought claiming only the arrears of Faslis 1281 and 1282, amounting to Rupees 20,102-11-9. Although the period for which this arrear has been outstanding has exceeded the limit of three years prescribed by the law of limitation,

REVENUE
THE BOARD OF REVENUE
Dated February, 1884.
G.O., 13th February 1877, No. 984.

Order Estate in Vizagapatam District.—Reviewing
Removal remains on Court of Wards Proceedings
on Government Pleader's opinion as to whether
lands assigned to uncle of minor Zemindar of
for maintenance can be retained on account of
sum due by him to the estate; and requesting the
Court of Wards to obtain from Government
Pleader a form of lease better adapted for cases
in which the right of attachment may not
be deemed the most suitable in cases of portions
or estates under their care.

At the Renter having subsequently acknowledged his liability, the claim is not barred. The costs for bringing a suit for this sum will amount to only Rupee 1,500, and I request that the sanction of the Court may be obtained for bringing a suit either for part or the whole of the arrears. The sum due for Faslis 1283 and 1284 is Rupees 65,103-10-8. The claim for the recovery of this amount will not be barred before Faslis 1286 and 1287, respectively.

4. The increase during Fasli 1283 under Charges, Item No. 4, referred to in paragraph 4, is due to land-cess on Inams compounded for by the Renter on behalf of the estate having been nominally credited and debited to the estate, whereas in the previous year the sum was paid by the Renter direct to the credit of Local Funds without being brought to the accounts of the estate.

5. With reference to paragraph 21, I beg to state that the discrepancies therein noted were caused by the non-inclusion in this office accounts of the transactions of the Court of Wards at Madras during second half-year of Fasli 1284, owing to the non-receipt of the Court's accounts current previous to the disposal of my report and to the inclusion of the transactions of the second half-year of Fasli 1283 which had been omitted from the accounts of that fasli. A revised Statement No. 4, including the Court's transactions for the second half-year of Fasli 1284, and excluding those of the same period in Fasli 1283, is herewith submitted. On comparing this statement with the Court's figures as given in the margin of paragraph 21 of the Court's Proceedings, the differences noted below will still be found—

Receipts.	As shown in the Collector's Statement.	As given in the Court's Proceedings.
	RS.	RS.
(a.) Opening Balance	1,00,132	97,732
(b.) Miscellaneous Charges	15,979	16,087
(c.) Balance at the end of Fasli 1284 ...	1,04,789	1,02,281

(a.) The difference has arisen from the Court having shown under Charges in the accounts of Fasli 1283 the sum of Rupees 2,400, being the value of Government bonds purchased. The practice hitherto has been to include under Charges only the amount of premium and commission paid for purchase of bonds, and show under Balance the amount remaining to the credit of the estate in cash and in Government paper separately. If this amount is to appear in the debit side it ought also to be shown on the credit side.

(b.) A statement showing the particulars of the charges shown under Miscellaneous in the revised Statement No. 4 is enclosed. The Court will observe that the sum of Rupees 5, expended at Madras, is included in the amount of Rs. 15,979. After deducting this sum there will still be a difference of Rupees 103. This presents the charges incurred by the Court of Wards in the second half-year of Fasli 1283 on account of purchase of Government bonds, but which, as explained in paragraph above, was shown in the accounts of Fasli 1284 sent from this office. I presume that the Court while striking off from the accounts of Fasli 1284 the receipts of the second half-year of Fasli 1283 did not expunge the expenditure of that period; hence the difference.

(c.) The difference in the closing balance is the consequence of the above variations. The balance shown in the accompanying revised statement includes

Government bonds purchased by the Court. The actual balance at the end of Fasli 1284 was—

	Rs.	P.
With the Collector	22,930	8
Do. Court	8,958	3 11
Do. do.	72,900	0 0
Total	1,04,788	12 1

ENCLOSURE No. 1.—Translation of Muchilka.

ENCLOSURE No. 2.—Translation of Putta.

ENCLOSURES Nos. 3 and 4.—Statements.

The Government Pleader will be requested to favor the Court with his opinion regarding the course to be followed in the matter referred to in paragraph 3 of this letter.

2. The position is this. Upon the death of the late Zemindar of Salur the estate came under the management of the Court of Wards, and was rented out to the undivided brother of the late and uncle of present Zemindar. Owing to mismanagement or something worse the Renter fell into arrears and by the time his lease was brought to a close was indebted to the estate in the sum of upwards of Rupees 85,000. He has no property except an assignment of land assessed at Rupees 1,797-10-6, which was assigned to him for maintenance by the late Zemindar subject to payment of a nominal Kattubadi of Rupees 1-10-6 which, however, was never paid during the late Zemindar's life-time. When the estate came under the Court of Wards, this Kattubadi was slightly raised and has been charged against the Renter. In addition to the large sum due to the estate, the Renter is heavily in debt to other creditors, who, it appears, have lately obtained decrees against him. Application having been made for execution, the Collector put in a motion to the District Court objecting to the sale of the lands assigned for maintenance, but the motion has been rejected. In November 1870 the Collector, acting as Agent for the Court of Wards, issued a putta (copy enclosed) to the Renter setting forth the terms upon which the assigned land was thenceforward to be held, and limiting the duration of the tenure to the minority of the Zemindar. It is upon this putta therefore that the Renter now enjoys the land and he has given a muchilka in exchange.

3. The Court of Wards are anxious to recover from the Renter as much as possible of the outstanding arrears. The Collector proposed resuming these assigned lands and granting a reduced sum as maintenance. Considering the reckless conduct of the Minor's uncle in his administration of the estate the Court of Wards would be fully prepared to carry this proposal into effect, if legal difficulties could be overcome, but they doubt whether they would be justified at law in revoking the putta granted by the Collector under their sanction. It is upon this point especially that Mr. Handley's opinion is sought, but he is also requested to advise upon any other course, which may appear to him to be practicable, by

which the Court might be enabled to resume the assigned lands will be a heavy expense with the prospect of no adequate return.

A true Copy and Extract.

Signed E. GIBSON,
Acting Sub-Secretary.

To the Government Pleader, with four enclosures to be returned,
and copy of Board's Proceedings, dated 27th April 1876, No. 1,116.
Copy to the Collector of Vizagapatam.

Exd. W. H. French.

PROCEEDINGS, 21st AUGUST 1876, No. 2,140.

Court of Wards
MADRAS.

1876.

End.

AUGUST.

No. 2,140.

Solex Estate — under Court of Wards, in
Vizagapatam District. — Requesting Govern-
ment Pleader's opinion as to whether the lands
assigned to be under the Minor Zemindar
of — — — — — can be resumed on
account of the arrears due to — — — — —

Received

Rs 13-2-77 A. 664
1876/11/15/76

PROCEEDINGS, 21st AUGUST 1876, No. 2,140.

Received the following letter from J. H. HANDLEY, Esq., Government Pleader, to
E. GIBSON, Acting Sub-Secretary to the Court of Wards, dated
Madras, 11th October 1876, No. 137.

In reply to the Proceedings of the Court of Wards noted in the margin, I have
honor to submit the following opinion.

21st August 1876, No. 2,140.

2. I am of opinion that the lands assigned to the minor's uncle for maintenance cannot be resumed by the Collector on account of the sum due from him to the estate. Under the putta issued to him by the Collector in 1870 with the sanction of the Court of Wards, he is entitled to possession of these lands during the minority of the Zemindar, subject to the payment of the kuttubadi, and the fact that he owes the estate money on another account can be no reason for determining this tenancy. I understand that there is no question of the kuttubadi being in arrear, as this has been also allowed to him for maintenance and debited him under that head in the accounts. I presume there is no reason why this should be done in future, and this sum can be applied or paid in reduction of his debt, or if it is not paid steps can be taken to determine the tenancy on that account.

3. The only way that I can see by which the interest of the uncle in these lands could be made available for payment of his debt to the estate would be by obtaining a decree against him and then attaching such interest in execution, but as this appears to have been done by other creditors already and no priority for the claim of the estate could be claimed over them, it is probable that nothing would be realized by this process. Altogether the matter seems hopeless, and I should advise its being dropped for the present. There is no fear as supposed by the Collector of the right of suit being barred should the debtor hereafter become worth suing. The minor can sue at any time within three years from his attaining his majority.

4. I return all the papers.

COMMUNICATED to the Collector of Vizagapatam who will be guided by the advice of the Government Pleader whose opinion that the case is hopeless is entirely in accord with that held by the Court. The kuttubadi need no longer be credited on account of maintenance; but it is very improbable that it will be allowed to fall into arrear. Action by suit would be of no use.

2. These Proceedings, together with a copy of the Court's Proceedings to which Mr. Handley's letter is in reply, will be submitted to Government with reference to the remarks made in paragraph 8 of G.O., dated 28th June 1876, No. 862.

(A true Copy and Extract.)

Chatterjee
Acting Sub-Secretary

To the Collector of Vizagapatam,
the Secretary to Government, Revenue Department,
with copy of Board's Proceedings, dated 21st August 1876, No. 2,140.
Copy to the Government Pleader.

Exd. W. J. Lewis.

Read the following letter from J. I. MINCHIN, Esq., Collector of Vizagapatam, to the Acting Secretary to the Court of Wards, dated Vizagapatam, 5th November 1869, No. 675:—

In reference to the Proceedings of the Court of Wards, dated 23rd October 1869, communicating the authority of Government to take charge of the Zemindary of Salur, on behalf of the Minor, I have the honour to forward a Statement made by the Manager of the late Zemindar, showing the Demand and Collections for the last five fuslies, from which it will be seen that the actual average collections for that period amount to Rupees 83,628 per annum, the average demand having amounted to Rupees 89,729.

I beg also to forward translation of a proposal made by Raja Jaganadha Sanyasiraz, brother of the late Zemindar, to rent the estate for six years or during the minority of his nephew the present Zemindar, for Rupees 83,521-2-3 per annum, for which he is prepared to find proper security, while the estate will remain under the management of the Divan Ibrahim Saib, an old servant of the family.

This arrangement which appears most favourable to the interests of the Minor is entirely in accordance with the wishes of his mother Lakshmy Narsaya Krishna Mahadevy and of the rest of the family, who would prefer it to a management by paid servants, and the rupture for a lengthened period of the family connection with the estate.

In the Rent-roll for the current fusly, it will be seen that much land held on a favourable tenure, the assessment of which amount, to Rupees 42,681-8-9, brings in at present only Rupees 5,579-9-12, and without resorting to any harsh measures of confiscation, upon proper inquiry a large additional quit-rent may fairly be imposed upon these alienations, which are subsequent to the permanent settlement. Any collections thus realized will be paid by the renter in addition to the rent proposed, and he will also collect and pay the roadcess levied within the estate.

I beg to forward a Statement showing the debts of the late Zemindar, which, inclusive of a large sum due as wages to servants, amounts to a little more than two lacs. The wages due to servants, amounting to about Rupees 23,000, have been paid off by the brother of the late Zemindar, in whose hands, pending the orders of the Court, I have left the management of the Zemindary.

After payment of Peishcush allowances for the support of members of the family, and the education of the Minor, I hope to realize a yearly surplus of Rupees 40,000, which will clear off the debt in five years.

If the estate be taken under management of a paid establishment, so hopeful a result cannot be anticipated.

I beg also to forward a list of the property of the deceased Zemindar, of which I purpose to sell the elephants, and such of the rest of the live stock as is not required for the personal use of the Minor and his mother. I intend also to sell the Silver Tonjow, Howdahs, and other useless articles of this expensive nature, as soon as a proper price can be obtained, and to devote the proceeds to the liquidation of the late Zemindar's personal debts.

The age of the Minor Sri Raja Jaganadha Narayana Ramachendra Raz is twelve years, as reported in paragraph 2 of my letter of the 17th August, and the Minor and his mother are going to reside at Vizagapatam for the education of the former. I will learn the exact date of his birth, and inform the Court hereafter.

I beg to nominate Puvada Kanakaya, a respectable inhabitant of Vizagapatam, as guardian of the Minor.

ENCLOSURE No. 1.

ABSTRACT.—Demand, Collection, and Balance Statement of Salur Zemindary for Fusly 1279.

ENCLOSURE No. 2.

ABSTRACT.—Application from brother of the late Zemindar, of Salur.

ENCLOSURE No. 3.—List of Debts.

ENCLOSURE No. 4.—List of Property.

RECEIVED
COURT OF WARDS,
MADRAS.

PROCEEDINGS, 30th OCTOBER 1876, No. 2,692.

20th Oct 1876

Encl.

10-13-2-77-11-664

Received

OCTOBER
No. 2,692.

Salur Estate — under Court of Wards in Vizagapatam District. — Communicating to Collector, with instructions, Government Pleader's opinion as to whether lands assigned to the Minor of the late Zemindar of — for maintenance can be — on account of the sum due by him to the estate.

offer of the brother of the late Zemindar Raja Jagannatha Sanyassiraz to let the estate may be accepted with the following modification:—The deduction from the proceeds of the account of the establishment proposed by the Collector must be Rupees 3,408 and not Rupees 3,708, Rupees 300 having been allowed as unnecessary. The lease must be voidable if the lessee neglects the necessary repairs or if the Collector gives him a year's notice on the requisition of the Court. The lessee must submit all the accounts which are required by the Court from the Managers of Estates and are submitted with the Collector's annual report.

2. With regard to subsequent inams, the Collector must register every case and submit a report on them *seriatim* to the Court. This inquiry cannot in the interests of the ward be left to the lessee.

3. Before sanctioning the Collector's nomination of a guardian, the Board wish to know whether it is agreeable to the family and whether the nominee will require payment.

4. The Collector's proposals with regard to the property of the late Zemindar are approved.

(A true Copy and Extract.)

(Signed) J. GROSE,
Sub-Secretary.

To the Collector of Vizagapatam.

Edw. G. A. Turton.

Salar Zemindary—in Vizagapatam District.
—Collector authorized to accept, on certain conditions offer of Raja Jagannatha Sanyassiraz brother of late Zemindar, to rent and request to state whether his nomination of Puvada Kanaka as guardian of minor Zemindar, is agreeable to minor's family and whether he will require payment.

DECEMBER.
No. 9,221.

1863-27/11/64

Noted

Encl

PROCEEDINGS, 16TH DECEMBER 1869, No. 9,221.

Board of Revenue,
MADRAS.
1869.

613/574

For super...
22nd November 1876
Official Memorandum
As requested in Memo dated
13th November 1876 No. 183 the under-
signed has the honor to forward the
the Secretary of Government, Madras
Department the two Enclosures
of the Courts. Proceedings dated
21st August 1876, No. 2140 and to state
that no copy of the lease renting
the Salar Estate to the minor
Zemindar's uncle is among the
records of the Board's Office. The
translation of the application of
the minor's uncle sent the estate
is herewith submitted as well
as a copy of the Board's Proceedings

dated 16th December 1889, no 9221 direct-
ing modifications in the terms.

/ By order

W. H. Cotton
C. of Sub-Secretary

The Secretary of Government
Revenue Department

with 2 original Encls. (in no 4432/76)
& one enclosure in 5357/69.
(the returned),

and copy of Board's Proceedings

dated 16th December 1889, no 9221

Revenue Dept. M.

Miscellaneous No. 559

664/5

Proceedings of the Board of Revenue

Dated 16 Jan'y 1877.

Read the following:—

No. 1734.

From.

R. J. Melville Esqr.
Collector.

To.

H. Stokes Esqr.

Secretary to the
Board of Revenue,
Madras.

Sir.

With reference to Bd. No. 8
December 1876, No. 10,557 I have the honor
to forward herewith a copy of the lease
entrusting the Taluk Estate to the minor
Zamindars uncle.

I have to

Yours (this office)
Decr. 13, 1876

R. A. R. R. R.
As Principal and for the

12-2-77

428

Decr. 13, 1876
No. 5719.
Cpl. Revenue:
From the Substantive
Board of Revenue
To the Secy & for the
Bd. No. 222 from 1876-
Decr. 22 -
Decr. 23 -
Cmt. 203 Rev. 2
1876-2-27 45664
Proceeding to Govt. as
referred the two members
of the Land Revenue Board
at Madras 1876 stating that
no copy of the lease vesting
the Taluk Estate to the minor
Zamindars uncle is among
the records of the Board.
Attd. to - Memo 92196
to Govt. for the Govt. of the
Board of Revenue to forward
the same to the Govt. of
the Board of Revenue.
24 March 1876

428

Submitted to Government with reference
to Official Memorandum from the
Revenue Secretary of 24 Novr. 1876, no.

196.

(See copy attached)

[Signature]
Agent Secretary

To the Secretary of Government R.D.
with one original enclosure

No 664 of 13th January 1877

Read the following papers

Prop. Rate of Wards.

30-10-76 No 2692.

Memorandum to Secy Ct Wards
of Nov-13/76.

Memo from ditto
of 22-11-76.

Memo to ditto of 23rd idem

Prop's B & Rev. Miscellaneous
of 16th Jan'y/77.

The Corole granted to be late
Tegadhar of the Salun estate
provides in Clause 3 that when
any one of the quarterly instal-
ments remains unpaid "the same
shall be recovered from him under
"process of law as prescribed in
"Madras Act VIII of 1865".

2. The process alluded to is the
distraint of the crops & moveable
property of the tenant (sect 14) it
is obviously inappropriate in the
case of an ingana & a large fami-
-dary, however well suited as a
remedy against individual
ryots who may happen to default.

3. The Ct of Wards will obtain from

MD 12/2

15E.
12.2

Rev: 1877 Dptd.

No 537

Proceedings of the
Board of Wards

Serial 14 January 1877.

No 16 -

No 17 -

No 13-2-77 No 664

Submittings

Cont. Copy of these

Meeting the Wards

Other Papers & Minutes
under forwarded by the

City Municipal

129

10-2-77

he. Port Pleater
a form of lease to be
adapted for these cases in
which the Repotwari form of
settlement may not be deemed
the most suitable in estates or
portions of Estates under his
care - that seems to be required
is, power to cancel the Renter's
lease on failure of the stipulated
instalments - If this were done
abundant in cases where there was no
reason for any indulgence, & the
Renter simultaneously died
in the final Ct for the balance due -
matters will never drift into the
lamentable condition in which the
Salun Munro's estate now stands.

Dr - 10/2/7.

14 To Mr of Revenue of 23-2-77
with 3 enclosures

3
40

Saluz

a general suggestion
to C of Wards

Revenue Dept

1876

Proceedings of the Madras Government

Under date the 11th Nov: 1876

Read Pro: Court of

Wards 30: Oct: 1876 N. 2692

Under the circum-
stances now stated,
there seems to be no way
at present of recovering the
amount due to the Estate by
the renter. The Ld. report
that during the 7 years
the Estate has been under the
Court of Wards, efficient
measures have not been
adopted to prevent such
serious loss accruing to the
minor

426 430

C12-27 A12-27

280
 Salus Estate Vegetation
 District

12/83
 Opn.
 The Secy B. & M. is
 requested to send up
 the Enclosures 1 & 2
 (Hunt & mine title)
 to Verger Olin's Office
 depend of the B. & M.
 W. i. Reps No 2140
 4/21 - 5 Aug 1887

2. The copy of the lease,
 showing the Salus
 Zoned area to be
 memorialized is also
 returned. 12/13/86

2 B. & M. Reps No 2140

427

12-27 12-27