Revenue — Regd.

No. 1195. (dated) 23.9.1889.

"Free"

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—again the following G.O., dated 16th February 1889, No. 1034, Revenue:—

Read—the following letter from H. LE FANU, Esq., Collector of North Arcot, to the Chief Secretary to Government, dated Chittoor, 1st February 1889, No. A (confidential):—

As Mr. Muthuswami Iyer has come to work in this district as Deputy Collector for the settlement of railway compensation, I consider it to be my duty to lay before Government, for such notice as they may think necessary, an incident in that gentleman's previous career.

2. He was attached to this district in January 1886, and was in charge of the Head Assistant Collector's division from 3rd May to 15th September of that year. He, after this, reverted to his post of Deputy Collector, and left the district on 30th November 1886.

3. Tirupati, where the Mahant lives, is in the Head Assistant Collector's division, of which Mr. Muthuswami Iyer was in charge for upwards of four months.

4. Mr. Muthuswami Iyer left the district on the 30th November 1886, and, *within a week from his departure*, executed a mortgage-bond by which he is supposed to have borrowed Rs. 10,000 from the Mahant.

5. He informs me that his loan was not negotiated while he was in the district. He worked it, he says, through the late Peshkar of the Mahant, whom he met accidentally in Madras. Government will probably think it strange that a transaction of this magnitude should be matured within a week.

6. The loan is not finally repayable until August 1893—a long instalment of official life. Two years before that date expires, Mr. Muthuswami Iyer, who has had no furlough, will have completed his service and can retire.

7. The loan is at 4 per cent. Mr. Muthuswami Iyer is to be congratulated on being able to borrow at the same rate which Government, with all its prestige, has to pay in the open market.

8. He informs me that, as a fact, the Mahant deceived him, and has only given him Rs. 7,500 of the amount specified in the bond. This may be so. Government will, however, probably agree with me that if officials so arrange their transactions that, when a bond for Rs. 10,000 at 4 per cent. matures after 7 years, they only have to repay Rs. 7,500 on account of principal, the transaction is liable to be misinterpreted. It would, of course, be open to Mr. Muthuswami Iyer to set up this defence in 1893, without possibility of challenge from Government, as he would then be already two years in enjoyment of his pension.

9. It came to my knowledge that Mr. Muthuswami Iyer visited the Mahant at Tirupati during the Christmas holidays.

I have, therefore, pending further orders, thought it right to employ him in the south-west of the district, as, under the circumstances above enumerated, it would be objectionable for him to be employed in settling the compensation for the

valuable inam lands belonging to the Mahant, which must be taken up in the neighbourhood of Tirupati.

10. I regret to have been obliged to bring this to the notice of Government, and had this gentleman not been sent to my district, I should have been glad to leave the matter alone. As, however, I am on the subject, I would suggest that it would be as well once for all to have Mr. Muthuswami Iyer's pecuniary transactions enquired into. It is not in this district alone, as I understand, that he has borrowed money from persons who may formerly have been under his official influence. Mr. Turner, the Collector of Madura, in many parts of which Mr. Muthuswami Iyer was employed, might be asked to give particulars of a loan—Rs. 5,000, I believe—negotiated by the latter from a Reddi. Mr. Muthuswami Iyer, who is very frank on these matters, has admitted this personally to me, as also a loan from a Brahmin of Kilmangalam and a forester named Subbier. I had always understood that the money lent by the Brahmin of Kilmangalam was for the purchase of the Devadanapatti estate, but the latter seems to belong to Mr. Muthuswami Iyer's son. Mr. Muthuswami Iyer also acquired a coffee estate on the Palnis, but for this he had, I understand, the permission of the Revenue Board.

11. For money transactions Mr. Muthuswami Iyer has never had any excuse. I have known him for nearly 22 years; he has always held good appointments, and had marvellously rapid promotion as a mere boy. As I understand him, he has always kept within the letter of the rules. He appears to me, however, to have by no means kept within the spirit of the same; and, as one of these transactions concerns my district, I have thought it right to lay the matter before Government.

Order—dated 16th February 1889, No. 1034, Revenue.

The Collector of North Arcot will furnish Mr. K. V. Muthuswami Iyer with a copy of his letter to Government, and call upon him to submit, without delay, a full statement of all the loans contracted by him, with particulars as to the amount of each loan, the rate of interest payable thereon, the person from whom the money was borrowed, and the time and place at which the debt was incurred, with any explanation he may have to offer regarding the transactions in each case.

2. The Collector will also obtain and forward to Government a copy of the mortgage-bond referred to by him.

(True Extract.)

(Signed) C. A. GALTON,
Secretary to Government.

To the Collector of North Arcot.

READ—again the following G.O., dated 13th July 1889, Mis. No. 4388, Revenue:—

Read—the following letter from H. LE FANU, Esq., Collector of North Arcot, to the Secretary to Government, Revenue Department, dated Camp, Palmanér, 17th June 1889, Ref. Govt. No. 235 of 1889:—

With reference to Government Proceedings, No. 1034, dated 16th February 1889 (confidential), I have the honor to submit, herewith, the explanation of Mr. K. V. Muthuswami Iyer regarding the loans contracted by him. A translation of the mortgage-deed sent by Mr. Muthuswami Iyer is sent herewith.

2. From paras. 2 and 18 of Mr. Muthuswami Iyer's letter, Government will observe that he has had, during his service, money dealings with not less than 13 persons in Madura, Tanjore, Salem, North Arcot, Chingleput and Madras. In all these cases, except two, he says that the transactions varied only from Rs. 1,000 to 2,000. Of the two cases, one was for Rs. 4,500, borrowed from his friend Subbier, and the other, for Rs. 7,000, from the Mahant of Tirupati. Except these two, and

another sum of Rs. 1,000, aggregating Rs. 12,500, Mr. Muthuswami Iyer says he has no other debts outstanding at present. I do not think that much reliance can be placed on Muthuswami Iyer's statement regarding old debts already repaid. He asserts that the amount borrowed from Kasturi Reddi and Arunachellam Chetty varied only from Rs. 1,000 to Rs. 2,000; but it appears from Mr. Turner's D.O. dated 26th January 1889, that Kasturi Reddi had stated in an income tax appeal that Muthuswami Iyer owed him Rs. 5,000* and repaid the amount to him "4 years ago." Mr. Muthuswami Iyer seeks to take shelter under the pretext that the papers have been destroyed. According to Muthuswami Iyer's statement, this Reddi was never liable to be brought into official contact with him; and thus there could have been no motive for him to overrate the debt due to him from Muthuswami Iyer, which was long ago discharged. On the other hand, I shall show presently how the official relations between Muthuswami Iyer and Kasturi Reddi stood. In the D.O. mentioned above, Mr. Turner does not say when Kasturi Reddi made the statement referred to by him. As the Income Tax Act came into force on 1st April 1886, Kasturi Reddi must have made the statement in 1886, 1887 or 1888. If he made the statement in 1887, it would put the date of the loan in 1880; if in 1886, in 1879. Muthuswami Iyer was tahsildar of Dindigul from 23rd May to 6th June 1879 and from 8th July 1879 to October 1882. There seems, therefore, no doubt that he got the loan when he was tahsildar of Dindigul from Kasturi Reddi, who was a ryot of Dindigul taluk having considerable landed property in that taluk, and likely to be brought into official relations with him. If Government wish, the statement given by Kasturi Reddi may be sent for and perused to remove all doubt.

* In income tax matters men do not represent their transactions as larger than they really are.—H. LeF.

3. The transactions with Arunachellam Chetty of Periyakulam appear, from the enclosed correspondence from Mr. Turner, to have amounted to more than Rs. 8,000, and not merely to between Rs. 1,000 and Rs. 2,000 as Mr. Muthuswami Iyer would have Government believe. This Arunachellam Chetty and another, Venkateswara Aiyar, are ryots of Periyakulam, having extensive landed property in that taluk, where Muthuswami Iyer was employed as tahsildar for nearly 7 years.

4. It appears from a statement received with Mr. Turner's D.O. dated 1st May 1889, that Arunachellam Chetty told the tahsildar of Periyakulam that, of the money lent to Muthuswami Iyer, Rs. 4,500 were lent to him in the name of Nageswara Iyer, nattamgar of Tenkarai village, in Periyakulam taluk, for the purchase of the coffee estate at Palamalai in the name of Sithama Aiyar, a ryot of Dindigul taluk. This coffee estate was subsequently transferred to the name of Muthuswami Iyer. It would thus appear that the transactions of Muthuswami Iyer were, to say the least, of a questionable nature. There is also reason to believe that Muthuswami Iyer got the loan from Arunachellam Chetty, a ryot in Periyakulam taluk, when he (Muthuswami Iyer) was tahsildar of that taluk. A perusal of the sale-deeds in the names of Sithama Aiyar and Muthuswami Iyer will show clearly whether the said transactions occurred, and the loan from Arunachellam Chetty was obtained when he (Muthuswami Iyer) was tahsildar of Periyakulam.

5. In para. 18 of his letter, Muthuswami Iyer makes it appear that the loan from Venkatachellam Aiyengar (No. 6) was raised at Madura; but, from the copy of the document executed by Mr. Muthuswami Iyer, and that of the plaint attached to Mr. Turner's D.O. dated 8th June 1889, and from Deputy Collector M.R.Ry. Tillaynayagam Pillai's letter dated 3rd June 1889, it would appear that Venkatachellam Aiyengar is a ryot of Tirumangalam taluk and that Muthuswami Iyer got a loan of Rs. 1,000 from him at Tirumangalam on the 17th October 1884, when he was tahsildar of Tirumangalam as will be seen from the 'History of Gazetted Officers.' Muthuswami Iyer must admit that this was clearly against the spirit and the letter of the rules, and that he has not spoken the truth with regard to his dealings with this individual. It is a remarkable fact that the poor ryot who lent the money had to sue Muthuswami Iyer in the district munsif's court at Tirumangalam to recover the debt.

6. Ponnuswami Nadan, of Porayar (No. 8 referred to by Muthuswami Iyer in para. 18), either by himself or through some member of his family was, I understand, for several years toddy-renter of Madura and some of the southern districts. Thus, it is noteworthy that some of the persons from whom Muthuswami Iyer borrowed were persons likely to have, if they had not actually, official relations with him at one time or the other, and that he has concealed a good many facts in regard to old debts already repaid.

7. The Government are aware that a ryot in well-to-do circumstances is ever anxious to secure official intimacy and influence, and, in order to attain that end, does not hesitate to lend money to a high official, however remote the chances may be of his becoming an officer of his taluk or division.

8. Turning to the debts still outstanding, the transaction with the Mahant of Tirupati deserves more than a passing notice. Muthuswami Iyer attempts to justify his conduct by explaining that his intimacy with the Mahant commenced two years before he was actually posted to North Arcot, when there was very little chance of the Mahant being brought under his official influence, and that his second transaction was negotiated some good interval after he ceased to be in charge of the official range within which the Mahant resided and in which his property was situated. As to the first loan, Mr. Muthuswami Iyer was in the Government Office up to four months before the date on which it was contracted. It is there, above all places, that the Mahant would be most likely to desire to acquire influence. As to the second loan, it is true that Muthuswami Iyer ceased to be in charge of the Head Assistant Collector's division on the 15th September 1886, but he continued to be in charge of the Assistant Collector's division up to the 30th November 1886; and as such was liable to be sent on duty to any part of the district. Moreover, Muthuswami Iyer, when in charge of the Assistant Collector's division, was president of the Chittoor taluk board, which comprises also Chendragiri taluk, in which limits the Mahant resides and holds property.

9. It is to be borne in mind that the loan was contracted on the 6th December 1886. Muthuswami Iyer had not then actually reverted to Dindigul. He was in Madras expecting to be appointed to act as Deputy Collector again at the very next opportunity. In fact, he was appointed to act as Deputy Collector in less than a month. That Muthuswami Iyer was to be appointed again to act as Deputy Collector was certain. Very probably, the Mahant consented to give the loan thinking that Muthuswami Iyer might be posted again to North Arcot. Rs. 10,000 was not a large sum to a person in the Mahant's circumstances; but, by giving it, he would be placing a high official at his disposal. The money is not the Mahant's, but is the property of the temple or "mutt." In the eye of a native, it is certainly a great thing to have a Deputy Collector under an obligation. The subsequent circumstances explain clearly how far the loan was contracted free from all interested motives. When the Mahant found that Muthuswami Iyer was not posted again to this district, he put off paying the money, according to Muthuswami Iyer's own account, for over 10 months, though the mortgage-deed was duly executed and registered. If the loan was a *bonâ fide* one, the money would have been paid at once, especially then, before the devastanam coffers had been drained. After 10 months, the Mahant only pays Rs. 5,000. He must have done this either on remonstrance or on pressure being brought to bear on him.

10. Muthuswami Iyer talks in a high strain about his own credit and about the credit of well-to-do natives generally and Nattukotai Chetties in particular; and that they are able to borrow at 3 or 4 per cent. If this were so, and if Muthuswami Iyer's credit was really as high* as he attempts to make it out, it is strange that he was not able to borrow Rs. 10,000 in his own district, where the Nattukotai Chetties abound, on the mortgage of substantial landed property worth, as he says, considerably more than Rs. 20,000. Further, it is also strange that he allowed Venkatachellam Aiyengar to put him in court. On the other hand Mr. Muthuswami Iyer was, according to his own showing, in a state of chronic indebtedness for years past, and must have resorted to the Mahant for help either in the hope that the money would not have to be returned at all, or that, at the worst, he would get it at very favorable interest—at a rate on which he could not get a loan anywhere else. The money from the Mahant was, Muthuswami Iyer says, borrowed to pay off small debts and consolidate them all into one.

* I do not suppose that Mr. M. I. asserts that his credit is higher than that of a covenanted officer, and no covenanted officer can borrow—except from Government—at less that 9%—H. LeF.

11. Muthuswami Iyer says that, when he came to see me in February last, he came prepared to ask, and did ask me, that he should be employed in the south-west of the district on account of his money-dealings with the Mahant. He was aware that I had *already*, knowing his indebtedness to the Mahant, passed orders that he should be employed in the south-west portion of this district. It is noticeable that he did not represent his monetary transaction with the Mahant when he was placed in charge of the Head Assistant Collector's division from 19th April to 15th September 1886. He was, according to his own statement, then indebted to the Mahant to the extent of Rs. 2,000. The Mahant was residing and had property within his jurisdiction. As a Deputy Collector and Magistrate in charge of the Head Assistant Collector's division, he had much more power and influence than as a Railway Deputy Collector on special duty. If he was an honest man, he would have represented his monetary transactions with the Mahant then.

12. Government will notice that Mr. Muthuswami Iyer says nothing about any indebtedness in Trichinopoly, of which district he was sub. *pro tem.* huzur sheristadar and Treasury Deputy Collector off and on from December 1879 to October 1882. His permanent appointment of Deputy Collector is even now in that district. From the papers sent by Mr. Turner it would appear that he borrowed from Arunachellam Chetty of Periyakulam, on 4th May 1883, Rs. 750, to repay one Muthuswami Mudali of Warriore, in Trichinopoly, from whom he is said to have borrowed money when huzur sheristadar there. That this is true would appear from the shifty answers given by the said Muthuswami Mudali when interrogated by Mr. Fawcett on the subject. Now, no man, who is not a Rothschild, can possibly doubt for a moment whether he ever lent a sum of Rs. 750 to another. Muthuswami Mudali at first said that "he might have lent Muthuswami Iyer money; but could not say till he looked into his accounts." When he came back after saying this he said that "he could not find any entry of any such loan," which is quite possible if the loan was repaid and the promissory note destroyed. Government will see from Mr. Fawcett's letter that he was of opinion that the money had been lent. I should not be surprised if Muthuswami Iyer had squared this man, for, in his letter, No. 4, dated 18th May 1889, he asked me if the enquiries being made regarding his loans in Madura and Trichinopoly were made under the orders of Government or *meo motu*. This letter is dated four days before that of Mr. Fawcett, and therefore Muthuswami Iyer had the time to arrange for secrecy as to his Trichinopoly dealings. If Government want any further information, they will, I presume, obtain it from the Collectors of Madura and Trichinopoly, as Mr. Muthuswami Iyer has left this district.

13. I have a word to say about Mr. Muthuswami Iyer's letter, No. 2, dated 29th March 1889.

It should be ascertained, with reference to para. 2, whether P. Ramaswami Iyer, who lent him Rs. 1,000, was not formerly employed as sub-registrar of Tirumangalam, of which taluk Muthuswami Iyer was tahsildar; whether N. Subbier, who lent him Rs. 4,500, was or was not forest overseer in Periyakulam, of which taluk Muthuswami Iyer was tahsildar; it would be interesting to know how a "ranger" came to own Rs. 4,500, and whether he pays income tax on the interest on the same, Rs. 270. I cannot admit that these persons were "not liable to be brought into official relations" with Mr. Muthuswami Iyer. In para. 6, the Mahant is said to have lent money to several people: I have no doubt that this is true, and it would be very interesting to know how many public servants are within the network of the Mahant's intrigues. In para. 16, Mr. Muthuswami Iyer disputes my statement that he said that the Mahant "deceived him." Those are the exact words which he used. The facts too show the same. Mr. Muthuswami

11. *Paras 2 and 3 of Mr. LeFanu's letter.*—The statements in these paragraphs, referring to my employment in this district, have been already explained in paras. 8 and 9 *suprâ*.

12. *Paras. 4 and 5 of Mr. LeFanu's letter.*—Great stress is laid upon the fact that a loan for a large amount was negotiated within a week. I have explained in paras. 6 and 7 above that part of the amount had been borrowed three years previously. Thus the transaction was the repetition of a former one and not an entirely new one. Believing that the Mahant was able to lend more money I naturally applied to him a second time, rather than to a third person, to save delay. In considering whether or no it is "strange that a transaction of this magnitude would be matured within a week," I beg that it may be noted that the money was not paid at that time; all that passed was the Mahant's promise to pay the amount in two months, while the security was more than twice the amount of the loan, and I was well known to the Mahant. I have explained in para. 8 above that nearly three months had elapsed since my leaving the Mahant's division before the loan was negotiated.

13. As to the place where the loan was negotiated (Collector's letter, para. 5), I can only repeat that it was in Madras, where the Mahant was at the time. I did not tell Mr. LeFanu that I negotiated the present loan through the former Peshkar, who was then dead. What I told him was that I first became acquainted with the Mahant through the late Peshkar. It was through him I negotiated the first loan of 1884.

14. *Para. 6 of Mr. LeFanu's letter.*—I beg to submit I do not understand the reference to my retirement. The loan is repayable by six annual instalments, the last of which is due in August 1893. As a matter of fact, I shall not become eligible for pension in 1891 unless on medical certificate of incapacity for work. I am now only 46 years of age and doing hard work, and cannot earn my good service pension until August 1895.

15. *Para. 7 of Mr. LeFanu's letter.*—As regards the rate of interest, I beg to observe that the amount is large and the security more than sufficient, being land which cost Rs. 20,900 at its purchase, besides improvements. Moreover, I had borrowed at the same rate in 1884, when it would be impossible to suggest that I had any influence over the Mahant. It is not unusual among natives to lend and borrow at 4 per cent. where there is sufficient security and confidence. For instance, the class of Nattukottai Chetties, in whom the public have great confidence, are in general able to borrow at 3 or 4 per cent. And I believe that the Mahant himself gets less than 4 per cent. on the mortgage he holds of the Tiruthanai taluk belonging to the Zamindar of Kárvetnagar.

16. *Para. 8 of Mr. LeFanu's letter.*—I beg to say, with all deference, that the whole of this paragraph is unintelligible to me. In the first place, I did not say that the Mahant "deceived" me. When I told Mr. LeFanu that the Mahant had written to me that, owing to other demands, he was not able to pay me the remaining Rs. 3,000, he asked me: 'Is he going to cheat you?' I replied: "He is a very respectable man. I do not see why he should cheat me.' These were the words that passed between us as nearly as I can remember. Also, I told Mr. LeFanu that the Mahant paid me only Rs. 7,000, not Rs. 7,500. With regard to the rest of the paragraph, I have given (para. 7 above) a full account, confirmed by the bond itself, of the circumstances of the loan, from which it will appear that Mr. LeFanu has misunderstood the facts.

17. *Para. 9 of Mr. LeFanu's letter.*—I have already explained, in para. 7 *suprâ*, the object of my visit to the Mahant during Christmas, viz., to ask him about the balance of Rs. 3,000. At that time I had no idea that I would be posted to this district on special duty. In fact, I requested the Collector of South Arcot to inform me whether, after my special work there was over, I might return to Trichinopoly. And when I first saw Mr. LeFanu, after I was ordered to this district, I went prepared, as I told him, to ask that I might be put in the south-west of the district.

18. *Para. 10 of Mr. LeFanu's letter.*—I have alrady made a full statement of my present indebtedness. I do not know whether the Government desire to be informed about every transaction of mine since I entered their service. But rather than make a possible mistake as to their intentions, I may mention that I had borrowed, between the commencement of 1882 and March 1885, when I was at Trichinopoly and Tirumangalam and for short periods at Madras and Madura, sums varying from Rs. 1,000 to Rs. 2,000 from the following persons:—

(1) Venkateswara Aiyar of Kilmangalam (Periyakulam taluk).
(2) P. Kristnaswami Aiyar, District Registrar, Calicut.
(3) Kasturi Reddi of Vadipatti, Dindigul taluk.
(4) Arunachellam Chetty of Vadagarai, Periyakulam taluk.
(5) R. Balaji Row, High Court Vakil, Madras.
(6) Venkatachellam Aiyengar of Madura.
(7) Chockalingam Chetty, a Nattukottai Chetty of Madura.
(8) Ponnuswami Nadan of Porayar, Tanjore district.
(9) Nagaswami Iyer, a near relation of mine in Madura.
(10) I had also borrowed from one Poochi Nadan at Madura Rs. 1,000 in 1886 when I was at Chittoor.

Many of the above persons are professional money-lenders, and none were then liable to be brought into official contact with me. All these loans, except one or two, were at 6 per cent. and

have been fully discharged. As I wrote to Mr. LeFanu, in my letter (confidential), No. 1, dated 22nd February 1889, I have no papers regarding debts which have been discharged, and consequently am unable to give exact particulars with respect to them. I borrowed from some of these persons simply to pay others of them at times when I had no ready-money, and thus keep my credit. And the object of my borrowing a large sum from the Mahant was to pay off small debts and consolidate all into one. I solemnly assure Government that I am not conscious of having borrowed in any single instance so as to violate the rules of Government either in their letter or spirit. And I do not remember a single occasion when any of these persons, who are all very respectable, sought any act of official favor from me.

19. It is further stated in para. 10 that I said that my land at Devadanapatti, which Mr. LeFanu calls "the Devadanapatti estate," belonged to my son. This is a mistake. All that I said about my son in answering Mr. LeFanu's questions was that, after he settled last year at Madura as a High Court Vakil, he looked after the management of the land. I also told Mr. LeFanu that my son's father-in-law arranged the purchase of the land. I have neither assigned nor agreed to assign the land over to my son. The title-deeds are all in my name; and I have mentioned the purchase in the statements I furnished in the beginning of 1882 and 1883 as per Board's Standing Order No. 248. In fact, if the land belonged to my son, I could not have used it as security to the Mahant in December 1886.

20. *Para 11 of Mr. LeFanu's letter.*—I beg to submit that Mr. LeFanu is again under a misconception with regard to my private affairs. The actual circumstances which led to the loan were as follow:—My son's father-in-law, who was a respectable man at Madura, had arranged to purchase the land at Devadanapatti, and, after advancing part of the purchase-money, suddenly fell ill. I visited him while he was still in a critical condition, and he told me that his minor children would be ruined, by debt incurred to purchase the land, in the event of his death. He asked me to take over the land, mentioning that it was very fertile. I was at the time looking out for an investment of the seven or eight thousand rupees which I had by sale of my land in my ancestral village in the Sivagunga zamindari, and fell in with the proposal, but had to borrow money to complete the purchase. This was in October 1881. My son's father-in-law died soon afterwards. Had he survived, I would not, as I told Mr. LeFanu, have been bothered with these debts. I have not been able to save much during the last six years as I had to educate my son in Madras and train him up for the bar, and also had other demands in my family, and as the income of the land had mainly to be devoted to certain works on it, which were imperatively called for, and to improvements. Under present circumstances, however, I expect to clear off my debts from the income of my land and my savings within five years. I might clear them off still earlier if I succeed in my endeavours to sell my coffee estate. That I have been trying to sell it at a very moderate price can be proved by a respectable European gentleman who visited the estate last year. With regard to my "marvellously rapid promotions," I beg respectfully to point out that there are no less than twenty men above me in the Deputy Collectors' list alone who began service after me. And I may here respectfully mention that, after the Proceedings of the Government calling upon me to submit this statement, I have been passed over with regard to promotion in favor of two of my juniors.

21. In conclusion, I beg to submit that I am not conscious of having at any time violated the letter or the spirit of the rules of Government respecting monetary transactions. Mr. LeFanu himself admits that I was "very frank on these matters," and, indeed, I had nothing to conceal.

22. It only remains for me to respectfully beg that the Government will be pleased to take an impartial view of my case and to acquit me of the charge brought against me. Should the Government, however, feel any doubt as to any detail of my pecuniary transactions, I beg that they will be pleased to ask me specifically about it before arriving at a final decision.

Order—dated 13th July 1889, Mis. No. 4388, Revenue.

The Government considers that, before a decision can be arrived at in Mr. Muthuswami Iyer's case, a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr. Muthuswami Iyer, or not, and whether the rules of the public service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the rules were complied with in respect of the coffee estate and other landed property acquired by him.

2. As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer, and His Excellency the Governor in Council resolves to depute the Hon'ble Mr. Grose, Fourth Member of the Board of Revenue, to

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12. *Paras. 4 and 5 of Mr. LeFanu's letter.*—Great stress is laid upon the fact that a loan for a large amount was negotiated within a week. I have explained in paras. 6 and 7 above that part of the amount had been borrowed three years previously. Thus the transaction was the repetition of a former one and not an entirely new one. Believing that the Mahant was able to lend more money I naturally applied to him a second time, rather than to a third person, to save delay. In considering whether or no it is "strange that a transaction of this magnitude would be matured within a week," I beg that it may be noted that the money was not paid at that time; all that passed was the Mahant's promise to pay the amount in two months, while the security was more than twice the amount of the loan, and I was well known to the Mahant. I have explained in para. 8 above that nearly three months had elapsed since my leaving the Mahant's division before the loan was negotiated.

13. As to the place where the loan was negotiated (Collector's letter, para. 5), I can only repeat that it was in Madras, where the Mahant was at the time. I did not tell Mr. LeFanu that I negotiated the present loan through the former Peshkar, who was then dead. What I told him was that I first became acquainted with the Mahant through the late Peshkar. It was through him I negotiated the first loan of 1884.

14. *Para. 6 of Mr. LeFanu's letter.*—I beg to submit I do not understand the reference to my retirement. The loan is repayable by six annual instalments, the last of which is due in August 1893. As a matter of fact, I shall not become eligible for pension in 1891 unless on medical certificate of incapacity for work. I am now only 46 years of age and doing hard work, and cannot earn my good service pension until August 1895.

15. *Para. 7 of Mr. LeFanu's letter.*—As regards the rate of interest, I beg to observe that the amount is large and the security more than sufficient, being land which cost Rs. 20,900 at its purchase, besides improvements. Moreover, I had borrowed at the same rate in 1884, when it would be impossible to suggest that I had any influence over the Mahant. It is not unusual among natives to lend and borrow at 4 per cent. where there is sufficient security and confidence. For instance, the class of Nattukottai Chetties, in whom the public have great confidence, are in general able to borrow at 3 or 4 per cent. And I believe that the Mahant himself gets less than 4 per cent. on the mortgage he holds of the Tiruthanai taluk belonging to the Zamindar of Kárvetnagar.

16. *Para. 8 of Mr. LeFanu's letter.*—I beg to say, with all deference, that the whole of this paragraph is unintelligible to me. In the first place, I did not say that the Mahant "deceived" me. When I told Mr. LeFanu that the Mahant had written to me that, owing to other demands, he was not able to pay me the remaining Rs. 3,000, he asked me: 'Is he going to cheat you?' I replied: "He is a very respectable man. I do not see why he should cheat me.' These were the words that passed between us as nearly as I can remember. Also, I told Mr. LeFanu that the Mahant paid me only Rs. 7,000, not Rs. 7,500. With regard to the rest of the paragraph, I have given (para. 7 above) a full account, confirmed by the bond itself, of the circumstances of the loan, from which it will appear that Mr. LeFanu has misunderstood the facts.

17. *Para. 9 of Mr. LeFanu's letter.*—I have already explained, in para. 7 *suprâ*, the object of my visit to the Mahant during Christmas, viz., to ask him about the balance of Rs. 3,000. At that time I had no idea that I would be posted to this district on special duty. In fact, I requested the Collector of South Arcot to inform me whether, after my special work there was over, I might return to Trichinopoly. And when I first saw Mr. LeFanu, after I was ordered to this district, I went prepared, as I told him, to ask that I might be put in the south-west of the district.

18. *Para. 10 of Mr. LeFanu's letter.*—I have alrady made a full statement of my present indebtedness. I do not know whether the Government desire to be informed about every transaction of mine since I entered their service. But rather than make a possible mistake as to their intentions, I may mention that I had borrowed, between the commencement of 1882 and March 1885, when I was at Trichinopoly and Tirumangalam and for short periods at Madras and Madura, sums varying from Rs. 1,000 to Rs. 2,000 from the following persons:—

(1) Venkateswara Aiyar of Kilmangalam (Periyakulam taluk).
(2) P. Kristnaswami Aiyar, District Registrar, Calicut.
(3) Kasturi Reddi of Vadipatti, Dindigul taluk.
(4) Arunachellam Chetty of Vadagarai, Periyakulam taluk.
(5) R. Balaji Row, High Court Vakil, Madras.
(6) Venkatachellam Aiyengar of Madura.
(7) Chockalingam Chetty, a Nattukottai Chetty of Madura.
(8) Ponnuswami Nadan of Porayar, Tanjore district.
(9) Nagaswami Iyer, a near relation of mine in Madura.
(10) I had also borrowed from one Poochi Nadan at Madura Rs. 1,000 in 1886 when I was at Chittoor.

Many of the above persons are professional money-lenders, and none were liable to be brought into official contact with me. All these loans, except one or two, were at 6 per cent. and

have been fully discharged. As I wrote to Mr. LeFanu, in my letter (confidential), No. 1, dated 22nd February 1889, I have no papers regarding debts which have been discharged, and consequently am unable to give exact particulars with respect to them. I borrowed from some of these persons simply to pay others of them at times when I had no ready-money, and thus keep my credit. And the object of my borrowing a large sum from the Mahant was to pay off small debts and consolidate all into one. I solemnly assure Government that I am not conscious of having borrowed in any single instance so as to violate the rules of Government either in their letter or spirit. And I do not remember a single occasion when any of these persons, who are all very respectable, sought any act of official favor from me.

19. It is further stated in para. 10 that I said that my land at Devadanapatti, which Mr. LeFanu calls "the Devadanapatti estate," belonged to my son. This is a mistake. All that I said about my son in answering Mr. LeFanu's questions was that, after he settled last year at Madura as a High Court Vakil, he looked after the management of the land. I also told Mr. LeFanu that my son's father-in-law arranged the purchase of the land. I have neither assigned nor agreed to assign the land over to my son. The title-deeds are all in my name; and I have mentioned the purchase in the statements I furnished in the beginning of 1882 and 1883 as per Board's Standing Order No. 248. In fact, if the land belonged to my son, I could not have used it as security to the Mahant in December 1886.

20. *Para 11 of Mr. LeFanu's letter.*—I beg to submit that Mr. LeFanu is again under a misconception with regard to my private affairs. The actual circumstances which led to the loan were as follow:—My son's father-in-law, who was a respectable man at Madura, had arranged to purchase the land at Devadanapatti, and, after advancing part of the purchase-money, suddenly fell ill. I visited him while he was still in a critical condition, and he told me that his minor children would be ruined, by debt incurred to purchase the land, in the event of his death. He asked me to take over the land, mentioning that it was very fertile. I was at the time looking out for an investment of the seven or eight thousand rupees which I had by sale of my land in my ancestral village in the Sivagunga zamindari, and fell in with the proposal, but had to borrow money to complete the purchase. This was in October 1881. My son's father-in-law died soon afterwards. Had he survived, I would not, as I told Mr. LeFanu, have been bothered with these debts. I have not been able to save much during the last six years as I had to educate my son in Madras and train him up for the bar, and also had other demands in my family, and as the income of the land had mainly to be devoted to certain works on it, which were imperatively called for, and to improvements. Under present circumstances, however, I expect to clear off my debts from the income of my land and my savings within five years. I might clear them off still earlier if I succeed in my endeavours to sell my coffee estate. That I have been trying to sell it at a very moderate price can be proved by a respectable European gentleman who visited the estate last year. With regard to my "marvellously rapid promotions," I beg respectfully to point out that there are no less than twenty men above me in the Deputy Collectors' list alone who began service after me. And I may here respectfully mention that, after the Proceedings of the Government calling upon me to submit this statement, I have been passed over with regard to promotion in favor of two of my juniors.

21. In conclusion, I beg to submit that I am not conscious of having at any time violated the letter or the spirit of the rules of Government respecting monetary transactions. Mr. LeFanu himself admits that I was "very frank on these matters," and, indeed, I had nothing to conceal.

22. It only remains for me to respectfully beg that the Government will be pleased to take an impartial view of my case and to acquit me of the charge brought against me. Should the Government, however, feel any doubt as to any detail of my pecuniary transactions, I beg that they will be pleased to ask me specifically about it before arriving at a final decision.

Order—dated 13th July 1889, Mis. No. 4388, Revenue.

The Government considers that, before a decision can be arrived at in Mr. Muthuswami Iyer's case, a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr. Muthuswami Iyer, or not, and whether the rules of the public service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the rules were complied with in respect of the coffee estate and other landed property acquired by him.

2. As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer, and His Excellency the Governor in Council resolves to depute the Hon'ble Mr. Grose, Fourth Member of the Board of Revenue, to

conduct the investigation, which should be taken up at once and completed withou
delay. Mr. Muthuswami Iyer should be allowed to be present during the enquiry
to cross examine the witnesses, and to adduce any evidence he pleases on his behalf
Pending the completion of the investigation, and the decision of Government o
his case, he will be placed under suspension.

(True Extract.)

(Signed) C. A. GALTON,
Secretary to Government.

To the Hon'ble Mr. Grose.
" Collectors of North Arcot and Cuddapah.
" Accountant-General.
To M.R.Ry. K. V. Muthuswami Iyer, Avargal.

READ—also the following letter from the Hon'ble Mr. GROSE, Fourth Member o
the Board of Revenue, on special duty, to the Secretary to Government
Revenue Department, dated Madras, 15th August 1889:—

I have the honor to submit my report as to loans (other than that from th
Mahant) received by Deputy Collector Muthuswami Iyer and landed property
acquired by him, in accordance with G.O., dated 13th July 1889, No. 4388.

2. I will notice the loans in the order in which they are mentioned in th
papers which have already been before Government, and add remarks as t
Muthuswami Iyer's landed property and the statements, &c., with regard to th
landed property of public servants which the rules require.

3. (1) *Subbier, Forest Ranger, Salem.*—The enclosures which relate to thi
man are enclosure *A*, examination of witnesses (12th witness), enclosure *B*, examin
ation of Muthuswami Iyer (29th question), enclosure *C*, list of appointments held b
Muthuswami Iyer from 1871, and enclosure *D*, copy of the promissory note give
by Muthuswami Iyer to Subbier when their accounts were settled in 1885. Subbie
is not of unexceptionable reputation. In 1880, his service up to date was forfeite
on the ground that he had effected an entrance into Government service on th
pretence that he had passed the general test examination, whereas he had not.
In 1885, he was reduced from the second grade of forest rangers to the fourth grade.
Muthuswami Iyer has told Government that he borrowed:—

(1) Rs. 2,000 on 20th October 1883,
(2) Rs. 1,500 on 24th November 1883,
(3) Rs. 1,000 on 8th November 1885,

all at 6 per cent., and still owes the principal. This seems to be true. At the time
loan (1) was given, Subbier was forest ranger of the Periyakulam taluk, in the
Madura district, and Muthuswami Iyer was acting as General Duties Deputy
Collector of Madura (with the taluks of Madura and Tirumangalam as his range),
his permanent appointment being tahsildar of Tirumangalam, but he had been
tahsildar of Periyakulam before. At the time when loan (2) was given, Subbier
was still forest ranger of Periyakulam, but Muthuswami Iyer (who was tahsildar of
Tirumangalam) was on leave, and the money was paid at Devadanapatti, where
Muthuswami Iyer has an estate. It is in the Periyakulam taluk. Muthuswami Iyer
urges that he did not live in the same taluk at the time of the loans, that he
belonged to a different department, and that there was no reason to think that he
and Subbier would ever be brought into official contact. He draws attention to
the fact that Standing Order 248-A prohibits borrowing only from men who both
live within the range *and* are liable to be brought into official contact. It seems to
me, however, that there was a liability, though it was slight, that these men might
have business to do with one another, and that borrowing under such circumstances
was not in strict accordance with the spirit of the rules.

(2) *P. Ramaswami Iyer, Sub-Registrar, Poonamallee.*—The enclosures which
relate to this man are *A* (witness 13), *B* (question 30), and *C*. Muthuswami Iyer has
told Government that he borrowed—

Rs. 600 on 5th September 1884,
Rs. 400 on 19th November 1884,
Rs. 400 on 30th January 1885,

at 6 per cent., and that he has paid Rs. 400 with interest. This seems to be true.
At the time when the first two loans were given, Muthuswami Iyer was tahsildar,
and P. Ramaswami Iyer, sub-registrar, of Tirumangalam, where he spent nearly
two years. Muthuswami Iyer urges that the man was a *personal friend*—he does
not understand the rules as referring to personal friends—and was not liable to be
brought into official relations with him. With regard to this case also he draws
attention to the "and" in Standing Order 248-A. I can find no exemption in the
rules as regards personal friends, nor do I think it would be safe to make one,
inasmuch as friendship could always be alleged and seldom disproved, and it
seems to me that (as in case No. 1) there was a certain liability (though slight)
that the tahsildar and sub-registrar might come into official contact, so that the
borrowing in this case also was a transgression of the rules. It would perhaps be
well to alter the wording of Standing Order 248-A, so as to make it accord with
Proceedings of the Government of India, dated 16th March 1888, No. 637, by
changing the "and" in the 5th line of the first paragraph into "or."

(3) *Venkateswara Aiyar of Kilmangalam, in the Periyakulam taluk.*—The only
enclosure which relates to this man's case is *A* (witness 7). Venkateswara Aiyar
says he lent Rs. 2,000 to Muthuswami Iyer at 6 per cent. for the purchase of the
Devadanapatti estate in 1882, when he was Huzur Sheristadar of Trichinopoly.
Muthuswami Iyer was huzur sheristadar, Trichinopoly, at the time, and had last
acted as tahsildar of Periyakulam in 1879. Venkateswara Aiyar seems, from the
Collector's description, to be a bad character now, but he may have been better then.
There appears to be nothing contrary to rules in this case.

(4) *P. Krishnaswami Aiyar, District Registrar of Calicut*—The enclosures relating
to this man are *A* (witness 14), *B* (question 31) and *C*. He lent Muthuswami
Iyer Rs. 1,300 at 6 per cent. on some date, which is not exactly known, when
Muthuswami Iyer was sheristadar and he was district registrar of Trichinopoly.
He was sub-registrar in Madura from May 1866 to December 1872, and met
Muthuswami Iyer then. Muthuswami Iyer urges the same points as in case (2),
and I have come to the same conclusion, that there has been a transgression of the
rules in this case also.

(6) *Kasturi Reddi of Vadapati, in the Dindigul taluk.*—The enclosures which
apply to this case are *A* (witness 2 for the defence, examination on the 30th July
1889), *B* (question 3), *C*, *E*, letter from the tahsildar of Dindigul stating that
Kasturi Reddi's son refused to come and see me, and *F*, a statement given by
Kasturi Reddi at the hearing of an income tax appeal by Sub-Collector Mr. Mounsey.
Kasturi Reddi died two months ago. I tried to get his son to come to me, but he
refused on the plea that he had not got the accounts and was ill (enclosure *E*).
Kasturi Reddi said before the Sub-Collector, at the hearing of an income tax
appeal in 1887 (enclosure *F*), that he had lent Muthuswami Iyer Rs. 5,000 in 1880.
Muthuswami Iyer denies this, and says all he did borrow from Kasturi Reddi was
Rs. 2,000 in 1883, which he has repaid. Defence witness 2 confirms this state-
ment. Kasturi Reddi was a ryot of Dindigul. Muthuswami Iyer was acting as
tahsildar of Dindigul in 1880. In 1883, he was tahsildar of Tirumangalam,
Assistant in the Local Fund Department, Government Office, and General Duties
Deputy Collector, Madura. Nothing contrary to rules is proved in this case.

(6) *Arunachellam Chetty of Vadagarai, in the Periyakulam taluk.*—The enclosures
relating to this case are *A* (witness 5), *B* (questions 25 and 27), and *C*. Aruna-
chellam Chetty gave his testimony in a very hesitating way. All that was clear
is that Arunachellam Chetty's brother, who is now dead, had many years' dealings
with Muthuswami Iyer, the result of which was a balance of Rs. 700 or Rs. 800 (but
whether this balance was paid or not is uncertain); that Arunachellam Chetty sent

Rs. 750 to Muthuswami Mudali of Trichinopoly in May 1883 at the request of Muthuswami Iyer, who said he wanted Rs. 1,500 to pay four persons there; that interest was fixed at 6 per cent; that soon afterwards he lent sums of Rs. 750 and Rs. 250 to Muthuswami Iyer's agent, which have been repaid, and that Muthuswami Iyer paid him Rs. 1,000 or Rs. 1,040 about the beginning of 1888. Arunachellam Chetty doubts whether money is still owing to him or not. Muthuswami Iyer acted as tahsildar of Periyakulam in 1873—1876, 1878, 1879; as huzur sheristadar of Trichinopoly in 1881, and as Assistant in the Local Fund Department in the Government Office when he got the loan of Rs. 750 in 1883. The demi-official letter from the Collector of Madura to the Collector of North Arcot, dated 1st May 1889, which forms an enclosure to Mr. LeFanu's letter to Government, of 17th June 1889, shows that it is asserted that, amongst the dealings which Muthuswami Iyer had with Arunachellam Chetty's brother, there were many contrary to rule, but no evidence as to this has come before me, and all that I can say is that nothing contrary to rules has been proved. The destination of the Rs. 750 which Arunachellam Chetty sent to Muthaswami Mudali of Trichinopoly will be noticed in disposing of his case.

(7) *R. Balaji Row, Vakil of the High Court at Madras.*—The enclosures which apply in this case are G_1 and G_2, being letters of Balaji Row about his loans. I took his evidence by letter, as I thought it more probable that I should get it in that way, and Muthuswami Iyer (who saw the letters) had no objection. He lent Muthuswami Iyer Rs. 1,000 on 29th July 1883, at $7\frac{1}{2}$ per cent., when he was an Assistant in the Government Office, and Rs. 700 in 1884, when he was going back or had gone back to Tirumangalam. Nothing seems to have been done contrary to rules in this case.

(8) *Venkatachellam Aiyengar of Madura (or Tirumangalam).*—The enclosures relating to this case are *A* (witness 2—original examination and re-examination on the same day), *B* (question 1) and *C*. Venkatachellam Aiyengar *nominally* lent Muthuswami Iyer Rs. 1,000 on 17th October 1884 at 6 per cent. as the papers already laid before Government show, but the money was really Nagaswami Iyer's, got through Manalur Strinivasa Iyengar. Venkatachellam Aiyengar now lives in the Tirumangalam taluk, but he lived in Madura till a few months ago. He paid the money in Tirumangalam. He has a brother there and his name is in the joint patta for ancestral property, but his brother enjoys that and he has nothing to do with it. He bought some land for himself before the loan was given, but the patta for it had not been transferred to him then. He sued Muthuswami Iyer for repayment at the instigation of Manalur Strinivasa Iyengar, out of fear that the claim would be barred by limitation. Muthuswami Iyer says he wrote promising repayment just before the suit was filed (so that there could not have been any limitation bar) and, having borrowed money from the Mahant, paid it very soon afterwards. He denies that he knew Vankatachellam Aiyengar had anything to do with Tirumangalam. At the time of the loan Venkatachellam Aiyengar was a resident of Madura, but held land and had relations in Tirumangalam, where Muthuswami Iyer was tahsildar. It seems to me that it was against the spirit of the rules for Muthuswami Iyer to borrow from a man who had so much to do with Tirumangalam. (He did not know of the concern of Manalur Strinivasa Iyengar and Nagaswami Iyer in the loan.)

(9) *Chockalingam Chetty, a Nattukottai Chetty living in Madura.*—The enclosures which relate to this case are *A* (witness 3), *B* (question 2) and *C*. This man was away from Madura when I was conducting the enquiry there, but his accountant gave me all the information I wanted. He lent Muthuswami Iyer Rs. 2,000 at 12 per cent. in July 1884, shortly after Muthuswami Iyer had ceased to be Treasury Deputy Collector of Madura and gone to act as tahsildar of Tirumangalam. The rate of interest was higher than that at which Muthuswami Iyer says he actually borrowed, but he gives good reasons for getting money at a higher rate of interest than usual on this occasion. Considering that Chockalingam Chetty was a regular money-lender, there seems to me to be nothing contrary to the rules in this case.

(10) *Ponnuswami Nadan of Poreyar, Tanjore.*—The enclosures relating to this case are *A* (witness 11), *B* (question 26), *C* and *H*, which is a letter from

elsh, the Acting Collector of Madura, replying to some enquiries of mine on ject. Ponnuswami Nadan says his deceased brother lent Muthuswami Iyer 00 at 6 per cent. five or six years ago. He cannot give the exact date, but es to have the accounts examined, and thinks he will be able to let me know t the end of August. He avers that either he or his brother held the toddy ct of Madura, or part of Madura, at the time of the loan, but he is unable to whether the taluk of Tirumangalam or the town of Madura was then in the ct. He declares that the Rs. 2,000 was advanced when his brother had ntention of buying Muthuswami Iyer's coffee estate, and was converted into a hen that design was relinquished. He also declares that the toddy contractor othing to do with tahsildars at the time. Believing that this witness was to turn things favorably to Muthuswami Iyer, I made enquiries from elsh at Madura. He tells me that Ponnuswami Nadan was toddy contractor whole district, except the taluks of Palni and Dindigul, from 1881 to 1884. he connection of tahsildars with toddy contractors, he says that tahsildars lways responsible for collection of kists, that they supplied forms, obtained , appraised distresses, and tried abkari cases. During the time, from y 1882 to March 1885, when Muthuswami Iyer says the loan was contracted, ed as huzur sheristadar of Trichinopoly, as tahsildar of Tirumangalam times), as Assistant in the Local Fund Department of the Government Office, neral Duties Deputy Collector of Madura, and as Treasury Deputy Collector lura. Altogether, I am under the impression that Muthuswami Iyer borrowed from the toddy contractor of Madura when he held an office in Madura, and n doing so, he transgressed the spirit of the rules.

1) *Nagaswami Iyer of Madura.*—The only enclosure relating to this case is tness 4). This man is Muthuswami Iyer's brother-in-law. He says he lent 0 at 6 per cent. to Muthuswami Iyer about 1881 and the Rs. 1,000 through ur Strinivasa Iyengar and Venkatachellam Aiyengar, which is noticed in dis- g case (8). In 1881, Muthuswami Iyer was acting as huzur sheristadar of nopoly. There is nothing contrary to rules in this case.

2) *Poochi Nadan of Madura.*—The enclosures relating to the case are *A* ss 1, original examination and re-examination on the same day) and *C*. i Nadan is dead, but his son, Balasubramania Nadan, put in an appearance. nt Muthuswami Iyer Rs. 1,000 at 6 per cent. about June 1886 (as is shown amount of interest paid). Muthuswami Iyer told Government that the loan ntracted between January 1882 and March 1885. In 1886, Muthuswami Iyer ting as Deputy Collector in North Arcot. Poochi Nadan had a great deal of h Tirumangalam, and Muthuswami Iyer had been there as tahsildar in 1882, nd 1885. There seems to be nothing contrary to rules in this case.

3) *Muthuswami Mudali, of Trichinopoly*, and the payments made through him at nopoly with the Rs. 750 sent by Arunachellam Chetty of Madura.—The ures relating to this case are *A* (witnesses 5, 7, 8, 9 and 10) and *B* (questions and 27). Muthuswami Mudali says he acted only as an agent, and paid all ney he received from Arunachellam Chetty to a jeweller (the 10th witness) to Muthuswami Iyer owed money on account of the purchase of jewellery. I ed witnesses 8 and 9, because I had heard, through the Collector of Tanjore puty Collector Pattahbiram Pillai, that they are reported to have given or oney to Muthuswami Iyer, but they absolutely deny it. When Muthuswami sked Arunachellam Chetty to send Rs. 1,500 or at least Rs. 750 to Trichi- *to save his honor*, he said it was for four persons, but he explains that these e four persons from whom the jeweller, 10th witness, said he had got the which Muthuswami Iyer had purchased from him. Nothing contrary to proved with regard to these transactions.

After making careful enquiries in all directions, I have found no indication other loans contracted by Muthuswami Iyer besides those which he has to Government.

I will now consider matters affecting Muthuswami Iyer's *landed property*. e *I* (noticed in enclosure *B*, questions 15 and 23) is a statement submitted

nual statements. The extent bought on the 21st November 1886 is mentioned in the annual statement No. 13 (enclosure *K*). Besides this, Muthuswami Iyer acquired some 5 acres of land at Devadanapatti (*vide* enclosure *B*, question 9) long before, in 1877, and this has never been mentioned in the annual statements. Muthuswami Iyer says that he got it as a garden and house-site, and with Mr. McQuhee's knowledge (enclosure *P*), and this seems to be true, but all of it was and most of it is still cultivated. Nevertheless, the description given of it to me by Tirukam Iyer, the tahsildar of Periyakulam, satisfies me that it has been meant as a house-site, and I think it most likely that Muthuswami Iyer excluded it *bonâ fide* on that ground, and not because he did not want to report it.

14. *Previous acquisition of lands by Deputy Collectors.*—The orders now in force are contained in Standing Order No. 248. Para. 1 requires that the orders of Government shall be taken about lands previously acquired, and para. 14, that a register of the lands held by Deputy Collectors shall be kept in the Board's office. This differs from the C.O. approved in G.O., dated 4th October 1862, No. 2137, in which rule II requires that the orders of Government shall be taken only when a Deputy Collector is posted to a district in which he possesses lands, and rule VI requires Deputy Collectors, on their first appointment, to report previous acquisitions only *if they are not already recorded in the district register*. The orders now in force are distinct enough, but have been a dead letter everywhere. As to the particular case of Muthuswami Iyer, he says (enclosure *B*, question 21) he made no fresh application because he thought the statements he had already submitted to the Collector would suffice, and urges that Mr. Crole knew all about his having land in the district, as is shown by enclosure *Q*. The name of Muthuswami Iyer does not appear at all in the register which the Board keep under section 14 of Standing Order No. 248. Most of the land acquired by him as a tahsildar, &c., (not all) was reported in the jamabandi reports from time to time, but this was not transferred to the Deputy Collector's register after he became a Deputy Collector for obvious reasons. As has been shown, he acquired land in 1886 and 1888, but this has not been reported to the Board. I think that it should be required that every Deputy Collector, on his first appointment, or on proceeding to any district, should submit a statement of lands acquired by him up to that date to the Board through the Collector, and that the Board should submit the first of these statements for the orders of Government.

15. As regards the Board's register, they have already called for information which will enable them to make it correct.

16. *Annual statements of lands acquired by public servants.*—These statements are prescribed in S.O. No. 248, para. 7, but there is an inconsistency in the instructions regarding them, both in the Standing Order and in the Circular Order referred to above. It is required that they shall show all lands acquired *during the preceding year*, but shall contain a declaration that they truly represent all landed property possessed—which, of course, includes acquisitions diminished by relinquishments made *before the previous year*. Enclosure *H* shows how the form prescribed in the G.O. has got altered from time to time in Madura, and enclosure *K* shows that it sometimes assumes the form of "lands acquired before and after entering the service," sometimes "of lands acquired before and after entering Government service in 18 ," and sometimes of "lands acquired in the of the district in 18 ." Instead of being submitted on one invarying date, the 15th January, as ordered, it is submitted with the jamabandi accounts of the taluks, and is allowed to bear any date up to the time they are submitted. The statements (as I shall show below) are not kept carefully, and I have reason to believe that the district registers of land are not always kept up to date. They are attended to by some low-paid clerk, are outside the ordinary range of a Collector's activity, and are seldom inspected. I think attention should be drawn to the matter and the form shown in enclosure *L* should be adopted. This form, though it includes acquisitions and relinquishments before the previous year, can be easily and rapidly prepared by each individual, and it will enable the correctness of the register to be ascertained without going through a number of statements.

17. In the case of Muthuswami Iyer I have examined all the annual statements I could find from 1872. Enclosure *B* (questions 6, 8, 10, 11, 12, 14, 16, 17, 18, 19, 20, 22, 27, 32) and enclosure *K* relate to these statements. The following are missing—those for 1876, 1877, 1879, 1885, 1887, 1888. With regard to the first four, I believe the fault lies with the Collectors' record departments, and not with Muthuswami Iyer. In one case (1879) he has shown me his draft of a statement, which seems genuine. In his statement for 1880, he expressly referred to it, and he would not have done so unless he knew he had submitted it. Its contents appear in the jamabandi report. Hence, I have no doubt it was submitted. For 1876, the fact of the existence of an original is proved in the same way by the jamabandi report. A copy of statement No. 8 was sent from Trichinopoly to Madura, but the original cannot be found at Trichinopoly. In the statement for 1881, submitted in Trichinopoly, it was shown that 62 acres had been acquired, but this was not reported in the jamabandi report. All this indicates that the statements were treated and kept so carelessly that the fact that some cannot be found now is not a proof that they never existed. With regard to 1887, Muthuswami Iyer expresses doubts as to whether he submitted the statement or not, but is sure he did so if he acquired any land in that year. With regard to the statement for 1888, he says he has not submitted it yet, and does not know where to submit it.

18. At the final hearing, Muthuswami Iyer submitted enclosure *L* 5, 6 and 7, depositions taken in suit No. 898 of 1878 on the file of the district munsif of Dindigul; enclosure *P*, correspondence with Mr. McQuhee about the acquisition of the house-site referred to in para. 13; enclosure *S*, letter with reference to Mr. LeFanu's remarks as regards subjects within the scope of this inquiry, and T_1 and T_2, being an explanation as to Mr. LeFanu's remarks on other subjects, with Muthuswami Iyer's testimonials.

19. To sum up, I am of opinion that Muthuswami Iyer transgressed the rules in the cases of P. Ramaswami Iyer, P. Kristnaswami Aiyar and Venkatachellam Aiyengar (though there are palliations in each case), and that he acted contrary to the spirit of the rules to some extent in the cases of Subbier and Ponnuswami Nadan; but that there was nothing done contrary to the rules in any other case. I also think that Standing Order No. 248-A should be amended, and that new orders should be issued as to bringing previous acquisitions of Deputy Collectors to the notice of Government, &c., and as to the time in which the annual statements of landed property acquired by public servants should be submitted.

20. The papers sent to me with Mr. Secretary Galton's demi-official letter dated 6th July 1889 are returned in the cover marked *U*.

READ—also the following letter from K. V. MUTHUSWAMI IYER, Deputy Collector, to the Secretary to Government, Revenue Department (through the Hon'ble Mr. GROSE, Member, Board of Revenue, Madras), dated Erode, 28th August 1889:—

I beg respectfully to solicit that the Government will be pleased to take the following circumstances into consideration in disposing of the case against me now pending before them.

2. The charge against me is that in my loan transactions I had violated the spirit of the rules.

3. There was no occasion or necessity for me to borrow till 1881, up to which my service amounted to more than 20 years. My first loan was in 1882, and the last was from the Mahant on an hypothecation bond dated 6th December 1886, a copy of which, obtained from the sub-registrar's office, Periyakulam, has been already submitted to Government. The circumstances which led me to borrow are stated in para. of my first explanation, dated 29th March 1889.

4. I have not borrowed since. On the other hand, from my private income and savings from my salary I have been able to discharge debt to the extent of Rs. 2,500.

5. Either in purchasing land or borrowing money, I invariably consulted the rules of Government, and I *bonâ fide* believed that I had conformed to them in every one of my transactions, both as regards letter and spirit. Wherever I felt doubt as to the meaning of the rules, I reported the matter to my superior and obtained sanction. This will be proved by the fact that the coffee estate and about 5 acres of land for building purposes at Devadanapatti were purchased after getting permission.

6. Should the Government, however, come to the conclusion that I had transgressed the spirit of the rules in any particular cases, I beg to submit that I should have unconsciously misunderstood their meaning and application. I respectfully pray that the Government will be pleased to treat such cases as error of judgment and excuse me.

7. I have done hard work for 28 years, and have performed some special work in connection with the hill boundary disputes between Government and the Zamindaries of Bodináyakanúr, Ammayanáyakanúr, &c., in the Madura district, with the result of saving to Government of valuable forest land.

8. My hard work during the famine has been recognised by Government by giving me a year's service gratis.

9. As regards the special work done by me in connection with the acquisition of land for the Villupuram—Dharmavaram railway, I beg respectfully to invite the attention of Government to my report dated 22nd January 1889, submitted to the Collector of South Arcot on the completion of my work in that district. If this report be not before the Government, I beg that it may be sent for and perused, as it will show that I had done my work not only rapidly but considerably under the estimate. Further, when I was working in that district Mr. Lutchumana Row, who was appointed for the same special duty to North Arcot, wrote to me first and came to Tiruvannámalai, with Mr. LeFanu's permission and advice, and took instructions from me as to the mode of settling compensation.

10. In North Arcot, also, I did the same special work equally well, if not better, in spite of the disturbance caused to my mind from the very moment I entered the district. Mr. Mullaly, the Assistant Superintendent of Police, Vellore, who inquired into the dacoity committed upon me on the 24th March 1889, and who said, after the inspection of the place of offence, the place where some of the property were found scattered by the police, &c., the next morning, and the broken boxes, that the dacoity was committed very clumsily by ordinary thieves, told me that Mr. Le Fanu himself said that my settlement of compensation was favorable to Government, that I was illiberal in valuing lands as compared with the valuation made by Mr. Lutchumana Row, and that the dacoity was committed by the affected people. I told Mr. Mullaly that in my award I was fair both to the Government and the ryots; that I showed no distinction between the obstinate and the ignorant people in valuing their lands, and that the dacoity was committed not in the limits of the village in which I settled compensation, but where Mr. Lutchumana Row settled it. Mr. Mullaly then said that the occurrence of the dacoity was a disgrace to the police and that the Superintendent of Police had applied to the District Magistrate for a reward of Rs. 50 to the persons who may give information leading to the detection of the case. I also offered an additional reward of Rs. 50.

11. I respectfully pray that the Government will be pleased to take all the above circumstances into consideration and do me justice.

Submitted to Government.

(Signed) J. GROSE,
Fourth Member, Board of Revenue.

29th August 1889.

ORDER—dated 23rd September 1889, No. 795, Revenue.

Miscellaneous.

In February last, Mr. LeFanu brought to the notice of Government that Mr. Muthuswami Iyer, Deputy Collector, who had been deputed to the North Arcot district for the acquisition of lands for the railway, was indebted to the Mahant of Tirupati, and that in December 1886 he had executed a mortgage-bond in favor of the Mahant for a sum of Rs. 10,000, he having been employed in the district until within a week of the transaction. Mr. LeFanu also stated that he understood that Mr. Muthuswami Iyer had borrowed money from other persons who might formerly have been under his official influence. Mr. Muthuswami Iyer was, thereupon, directed to submit, without delay, a full statement of all loans contracted by him, with particulars as to the amount of each loan, the rate of interest payable thereon, the person from whom the money was borrowed, and the time and place at which the debt was incurred, with any explanation he might have to offer regarding the transactions in each case.

2. Mr. Muthuswami Iyer's explanation is recorded in the second order read above. He stated that only three debts are outstanding against him, viz. :—

(*a*) A sum of Rs. 1,000 borrowed at 6 per cent. interest from the sub-registrar of Poonamallee.

(*b*) A sum of Rs. 4,500, on which also interest is payable at 6 per cent., borrowed from Subbier, forest ranger in the Salem district.

(*c*) A sum of Rs. 7,000 borrowed at 4 per cent. interest from the Mahant of Tirupati.

3. With reference to the first and second items, Mr. Muthuswami Iyer explained that the loans were borrowed from officials like himself in different departments. He added: "They are 'not liable to be brought into any official relations' with me, nor by incurring these loans have I deprived myself of 'perfect freedom and independence of official action' in regard to them."

4. Mr. Muthuswami Iyer further stated that, between the commencement of 1882 and March 1885, when he was at Trichinopoly and Tirumangalam and for short periods at Madras and Madura, he had borrowed sums varying from Rs. 1,000 to Rs. 2,000 from ten other individuals. He asserted that many of the persons named are professional money-lenders, and none were at the time liable to be brought into official contact with him. He mentioned that all the loans, except one or two, were at 6 per cent., and have been fully discharged.

5. As regards the loan taken from the Mahant, Mr. Muthuswami Iyer stated that he borrowed from him Rs. 4,000 on 17th January 1884, when he was tahsildar of Tirumangalam, in Madura, and on leave in Madras; that he repaid Rs. 2,000 and then asked the Mahant to lend him Rs. 8,000 in addition, to enable him to consolidate his debts, on the mortgage of an estate worth more than Rs. 20,000; that the bond was executed in Madras on the 6th December 1886, but that no money was advanced thereon by the Mahant until October 1887, when the latter paid Rs. 5,000; the remaining Rs. 3,000 has not yet been advanced.

6. As regards the loan from the Mahant, it does not appear that Mr. Muthuswami Iyer contravened the Standing Orders on the subject; but in May 1886, when he was placed in charge of the North Arcot Head Assistant's division, within which the Mahant resides, he owed the latter Rs. 2,000, and he ought certainly to have mentioned this circumstance.

7. As regards the other loans, Mr. LeFanu stated, in transmitting Mr. Muthuswami Iyer's explanation, that he had reason for thinking that the latter had not furnished a complete list of his debts or stated the full amount of the loans, and suggested an enquiry as to whether some of the creditors were not residing within his jurisdiction at the time when the loans were contracted.

8. The Government accordingly resolved to depute the Hon'ble Mr. Grose, Fourth Member of the Board of Revenue, to institute a full enquiry regarding the loans other than that obtained from the Mahant in order to ascertain whether the

rules of the public service had been in any respects contravened in regard to these transactions or in regard to the landed property acquired by Mr. Muthuswami Iyer; he was to be allowed to be present during the enquiry, to cross-examine the witnesses, and to adduce any evidence he might desire to offer on his own behalf; pending the completion of the investigation and the decision of Government on his case, he was placed under suspension.

9. The Hon'ble Mr. Grose's report deals with 13 instances of loans contracted by Mr. Muthuswami Iyer, and with the acquisition by him of landed property. His finding is that Mr. Muthuswami Iyer transgressed the rules in the cases of P. Ramaswami Iyer (No. 2), P. Kristnaswami Aiyar (No. 4) and Venkatachellam Aiyengar (No. 8)—though there are palliations in each case—and that he acted contrary to the spirit of the rules to some extent in the cases of Subbier (No. 1) and Ponnuswami Nadan (No. 10), but that there was nothing done contrary to the rules in any other case.

10. The rules bearing on the subject are contained in S.O. 248-A; they were originally promulgated in 1865 (G.O., dated 2nd June 1865, No. 1185), and were embodied in Dalyell's edition of the Board's Standing Orders: they were, however, by oversight, omitted from Macleane's edition, but when the omission was brought to notice they were restored under Board's Proceedings, dated 26th April 1883, No. 1177. The regulations in force during the period at which the transactions under consideration took place were, therefore, those quoted in the margin.

"1. Officers in positions of trust and responsibility in the Uncovenanted Service are absolutely prohibited from entering into any money or other dealings whatever with persons resident within their official ranges and liable to be brought into any official relations with them, if such transactions are of a nature to place the Government officer under an obligation to the private individual incompatible with perfect freedom and independence of official action.

"2. It is not necessary or expedient to attempt to define all the transactions to which the prohibition applies. It clearly includes all gifts of value, loans, credits, advances, supply of articles, or accommodation at unduly low rates or for insufficient consideration, and sales of property for inordinate prices; and while it is evident that no honest man will find any difficulty in applying the rule to his individual case, the Government will not be induced by any untrustworthy plea of non-violation of the letter of the rule to pass unpunished any disregard to its spirit, but will, on the other hand, visit such cases with their severest displeasure.

"3. This rule will apply in the Revenue Department to all Deputy Collectors, District and Sub-division Sherishtadars, Tahsildars, Taluk Sherishtadars, Sub-Magistrates, Deputy Tahsildars, Forest Range Officers and all Government servants in corresponding positions of responsibility and trust."

11. Mr. Muthuswami Iyer's contention is that the individuals from whom he borrowed money were not 'resident within his official range' as well as 'liable to be brought into any official relations with him,' relying on the wording of the Standing Order, in the 5th line of which the word '*and*' instead of '*or*' is used. Mr. Grose points out that the Standing Order requires modification in this respect, to bring it into conformity with the resolution of the Government of India embodied in G.O., dated 7th April 1888, No. 375. The wording of clause I of that resolution is more comprehensive and prohibits all Covenanted Civil Servants, Statutory Civilians, Uncovenanted Officers who hold gazetted appointments and Military Officers in Civil employ, under pain of dismissal, "from taking loans from, or otherwise placing themselves under pecuniary obligations to, persons subject to the official authority or influence of such Government officers, *or* residing, possessing property or carrying on business within the local limits for which such Government officers are appointed." This order cannot be held to govern Muthuswami Iyer's case, but the penalty of dismissal attaching to a breach of the rule shows the gravity of the offence in the eyes of the Supreme Government.

12. The Government will now consider each of the loan transactions in order.

Case No. 1.—Subbier, from whom the money was borrowed, was forest ranger of Periyakulam taluk, in Madura. The first loan of Rs. 2,000 was contracted within three weeks of the appointment of Mr. Muthuswami Iyer as General Duty Deputy Collector of that district. It is true that his division did not comprise the taluk in which Subbier was then employed, but his permanent appointment might at any time have been changed from that of tahsildar of Tirumangalam to that of

tahsildar of Periyakulam, where he had served for years before. His Excellency the Governor in Council concurs in the opinion expressed by Mr. Grose, that in this case Mr. Muthuswami Iyer was guilty of a breach of the spirit of the rule, though not of its letter.

Case No. 2.—The two loans of Rs. 600 and Rs. 400 were contracted at a time when P. Ramaswami Iyer was sub-registrar of Tirumangalam, of which taluk Mr. Muthuswami was then tahsildar. This was a clear transgression of the rule, and the fact that the money was borrowed from a personal friend makes no difference.

13. The worst feature in connection with these two cases is that in his letter to Government, dated 29th March last, Mr. Muthuswami Iyer described Subbier as a forest ranger in the Salem district and Ramaswami Iyer as sub-registrar of Poonamallee, and stated that he contracted the loans obtained from the former at Madura, Devadanapatti, in Periyakulam taluk, and Cuddalore, and those obtained from the latter at Tirumangalam, altogether omitting to mention that, when he borrowed the money, the lenders were also stationed in the Madura district, and one of them at the head-quarters of the Tirumangalam taluk. In stating that these individuals *are* not liable to be brought into any official relations with him, he seems to have been guilty of a *suppressio veri* and *suggestio falsi*, for although the statement may be true as regards the present time, it is certain that when these loans were contracted the creditors *were* liable to be brought into official relations with him.

14. *Case No. 3*, loan contracted from Venkateswara Iyer, does not involve a breach of the rules.

Case No. 4.—Mr. Muthuswami Iyer, when holding the appointment of huzur sheristadar of Trichinopoly, borrowed Rs. 1,300 from P. Kristnaswami Iyer, who was district registrar of the same place. The relations between the parties were the same as in case No. 2, and Mr. Grose finds that there was a transgression of the rules, in which opinion the Government concurs.

Case No. 5.—The amount of the loan transactions in this case has not been definitely ascertained, but it is admitted that, some time in 1883, when Mr. Muthuswami Iyer was tahsildar of Tirumangalam, he borrowed Rs. 2,000 from Kasturi Reddi, a ryot of Dindigul. Mr. Grose finds that nothing contrary to rules has been proved in this case; it is somewhat similar to case No. 1, however, for although Mr. Muthuswami Iyer was at the time tahsildar of Tirumangalam it was not improbable that he might be transferred to Dindigul, and, in fact, he was so transferred in 1885. The Government will not, however, press this case against him.

15. *Case No. 6.*—The exact amount of the loan transactions in this case has not been ascertained, but it is admitted that Mr. Muthuswami Iyer had money dealings with Arunachellam Chetty and his brother during a period of some 14 or 15 years, the money being advanced to the former's agent for the working of his coffee estate at Devadanapatti. At a settlement of accounts in 1881 it was found that a balance of some Rs. 700 or Rs. 800 remained due, the transactions having aggregated Rs. 7,000 or Rs. 8,000. Mr. Grose finds that nothing contrary to rules has been proved. Mr. Muthuswami Iyer was, however, tahsildar of Periyakulam for about 8 years between 1873 and 1879, so that during the greater part of the time to which these loan transactions relate, he was tahsildar of the taluk in which Arunachellam Chetty resided; there is good ground, therefore, for presuming that constant breaches of the rule occurred in connection with this case.

Case No. 7, loan contracted from Balaji Row, vakil of the High Court.—There was no infringement of the rules in this case.

16. *Case No. 8.*—In 1884, Mr. Muthuswami Iyer borrowed a sum of Rs. 1,000 from Venkatachellam Aiyengar, who was at the time a resident of Madura, but who held land and had relations in Tirumangalam, of which taluk Mr. Muthuswami Iyer was tahsildar. Mr. Grose finds that there was a breach of the spirit of the rules in this case, and the Government concurs in this opinion. Mr. Muthuswami Iyer urges that he was ignorant of his creditor's connection with the Tirumangalam taluk; but it was his business to make enquiries before incurring the liability, and the plea of ignorance is inadmissible.

Case No. 9.—In July 1884 Mr. Muthuswami Iyer borrowed Rs. 2,000 from Chockalingam Chetty, a professional money-lender residing in Madura, shortly after the former had ceased to be Treasury Deputy Collector. Mr. Grose acquits Mr. Muthuswami Iyer because Chockalingam Chetty was a regular money-lender, but the Government does not consider that this fact makes any difference, seeing that he lived in the district, though not within Mr. Muthuswami Iyer's jurisdiction, at the time when the loan was actually contracted; the borrowing was therefore improper.

17. *Case No. 10.*—At some time between 1882 and 1885, Mr. Muthuswami Iyer borrowed a sum of Rs. 2,000 from the brother of Ponnuswami Nadan. During this period Ponnuswami Nadan and his brother held the toddy contract throughout the greater part of the Madura district, in which Mr. Muthuswami Iyer was employed in one capacity or another. Mr. Grose finds that the spirit of the rules was transgressed in this case; in the opinion of Government it is the worst of all, as there are necessarily close official relations between tahsildars and toddy-renters.

Cases 11, 12 and *13.*—As Mr. Grose acquits Mr. Muthuswami Iyer in these cases and the Government agrees with him, it is unnecessary to notice them in detail.

18. As regards the acquisition of land by Mr. Muthuswami Iyer, Mr. Grose finds that the rules have not been infringed, but he is of opinion that, in connection with the acquisition of the coffee estate at Palamalai, in the Palni taluk, his conduct was suspicious, and that he really bought it direct from a man who had abetted an abkári defaulter in defrauding Government, though he does not think this is clearly proved. In this view the Government concurs.

19. The result of the enquiry tends to show that Mr. Muthuswami Iyer has, in several cases, clearly broken the rules in regard to borrowing; that he has for years been engaged in a number of transactions, which, if not actually within the limits of the prohibition, border closely on it, and which have been of a character and magnitude such as materially to prejudice his usefulness as a public servant, and that, in the explanation rendered to Government, some of his statements regarding these transactions were disingenuous. Conduct such as this might justly be visited with dismissal from the public service, but in consideration of Mr. Muthuswami Iyer's long service, extending over 28 years, His Excellency the Governor in Council is willing to take a more lenient view, and resolves to direct that he be reduced to the grade of tahsildar. The Board will take the earliest opportunity of posting him to a first or second class taluk. Meanwhile, he will remain under suspension.

20. The Board will embody the recent resolution of the Government of India on the subject of borrowing in the Standing Orders, and will issue such orders as will ensure the punctual submission of the annual statement of lands acquired by public servants, and the proper maintenance of the prescribed registers. The proposals contained in paras. 14 and 16 of Mr. Grose's letter and the form R suggested by him are approved.

(True Extract.)

(Signed) C. A. GALTON,
Secretary to Government.

To the Commissioners of Land Revenue.
„ Mr. K. V. Muthuswami Iyer, through the Hon'ble J. Grose, M.A., C.S.
„ the Accountant-General.
„ the Collector of North Arcot.
• the ad[illegible] of Tuticorin & Madura.

Exd. E. Fernandez.

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Q = Print heading only.

List of enclosures sent with the report in connection with the Deputy Collector, Muttu-Saumi Iyer

A Examination of Witnesses

B Examination of Muttusaumi Iyer

C. Appointments held by Muttusaumi Iyer since 1871

D. Copy of Promissory Note given by Muttu-Saumi Iyer to Sublieu at the Settlement of accounts in 1885

E Letter from Mir Sultan Mohidin Jah-Sildar of Dindigul

F. Statement made by Kasturi Reddy at the hearing of an Income Tax Appeal

G Letter from R Balaji Row, Vakil High Court, madras giving particulars as regards his loans to Muttusaumi Iyer

H. Mr Welsh's letter about Ponnusaumi nadan and annual statements of Landed property

I Statement of property in land and houses now held Submitted by Muttu-Saumi Iyer

pTO

J. Extract from the Index of the District Registrar of Madura

K. Abstract of Annual Statements of Lands acquired by public servants submitted by Muttusawmy Iyer

L. Papers connected with O.S. no 898 & 899 / 1878 on the file of the Dt. Inamdar of Dindigul

M. Papers connected with O.S. 60 / 1878 on the file of the Dt. Inamdar of Dindigul

N. Papers of about 9 letters permission for the purchase of the Coffee Estate

O. Venkatachi Naicker v Transfer of Court Sale certificate to Muttusawmy Iyer

P. Muttusawmy Iyer's purchase of a house site at Devadanapatti in 1877

Q. List of persons qualified for the post of Deputy Collector for 1884-85 Submitted to Board by Mr Cole

R. Proposed Form for Annual Statements

S. Letter from Muttusawmy Iyer to the Hon'ble J. Grose with reference to the remarks of the Collector of Madura in his letter to Govt of 17-6-89 as regard subjects within the scope of Mr Grose's Enquiry

T. Explanation of K. V. Muttusawmy Iyer on the remarks of the Coll: of M: in

U. Papers received from the Secy to Govt RD on 6th July 1889

G.O. 795
23-9-89

List of Enclosures to the Hon Mr Grose's letter printed in G.O. 795 / 23-9-89.

A

Notes of Inquiry made at the x
25.7.89 at Madura

x For letter asking for this Inquiry see Enquiry Record.

Balasubramania Madan. I am the son of Pichumadan; a merchant. He lived in Madurai & Sivaganga. The chief centre of his trade was Madura. He dealt in groceries. He died in May 1887. I did not know of my father giving any loan to Muttusami Iyer during his lifetime I found a Promissory Note for R1000 of Muttusami Iyer amongst the papers. I do not remember the date. On seeing the Note I wrote to Muttusami Iyer who was then in Trichinopoly. He promised to pay the money with 15 days. After 20 days I went to Muttusami Iyer at Trichinopoly. I did not take the Promissory Note but I took the letter. He paid me R1050. ~~After~~ There was a balance of R 25 odd still due. At that time a friend of Muttusami Iyer's gave me the R 25 odd & then I sent the Promissory Note to him by post. I have looked through the accounts but have not found the date of the loan yet. I will go on examining the accts and can find it by 4 o'clock this evening

Cross examined. The interest on the Promissory Note was 6%. Rs 500 odd was all the interest due. Muttusamy Iyer had paid none before. If I find the account of the Discharge I will produce it at 4.

2. Venkatachella Iyengar now I live in all appallacheri in the Perumangalam taluk. Till about 2 months ago I lived in Madura. I own a house there. I have always had land in all appallacheri. Some of it is ancestral property. Some 4 or 5 years ago I lent Muttusamy Iyer Rs 1000. I don't remember the exact date. Muttusamy Iyer gave a Promissory Note payable on demand. He was Tahsildar of Perumangalam at the time. I paid the money at Perumangalam. I do not remember the rate of interest. When I want money urgently I pay 12% interest. 6% is the lowest rate. 2 years after the Promissory Note was given I wanted the money. Muttusamy Iyer was always at Trichinopoly or some other place. I sent a verbal message to him for the money & he sent back a verbal reply to the effect that he would pay but he did not. So after 3 years, thinking my claim would be barred by limitation I filed a suit for it in the Perumangalam Munsiff's Court. Within 5 or 6 days after the suit was filed the money was paid to me by Nagasami Iyer. The amount including court costs & interest was Rs 1200 odd. I then withdrew the suit.

Cross Examined. I did not know Muttusamy Iyer before I lent him the money. I had seen him but never spoken to him. It was Nagasami Iyer who got me to lend the money to Muttusamy Iyer & arranged the loan. ~~I had visited him~~ The pattah for the ancestral property was a joint pattah in the name of me & others. It was for 10 or 12 pulies assessed at Rs 15 or 16. I had no interest in the land. The only one of those named in the joint pattah who had any interest in it was my brother. Muttu Iyengar My own Three or four years ago I acquired land in Allappallacheri but I had mine there before. I did not tell Muttusamy Iyer that I had a pattah when I gave the loan. Nagasami Iyer did not know that I had the pattah. I do not remember whether I acquired the new land of my own before or after the loan, but I only got a pattah for it after the loan. I have never seen Muttusamy Iyer since I gave the loan till now. I remember receiving letters from Muttusamy Iyer from Erode a few days before the expiry of the Limitation time.

3 Muttalagappillai. I am an Accountant to Chokalingam Chetty. Chokalingam Chetty has gone to Kumbakonam in Shivagangai. He is a Nattukottai Chetty. I am in charge of his accounts. I know of his lending Muttusamy Iyer. He did so on various occasions. The amount was Rs 2000. The rate of interest was 12 P.Ct. The date was in July 1884. I do not

2nd addl Commr

know what appointment Muttusamy Iyer held them. The money has all been repaid. Chokalingam Pillai is in the habit of lending money the lends at 12% interest or at a greater rate the borrowed at 6% but never lent at that rate.

Cross examined & Muttusamy Iyer

the said Ramasamy Iyer borrowed of other Chetties at even a lower rate of interest than 6%.

4. Ramasamy Iyer. I am a relation of Muttusamy Iyer. His Wife & my Wife are sisters. I am a private agent to Shivaganga & other Zemindars. I live in Madura. 8 years ago I lent Muttusamy Iyer R500. at 6% interest. I lent him R1000 through Manalur Shivaram Iyengar 5 years ago at 6% interest. I have not lent him anything else. The loans of R500 & R1000 have been repaid.

Cross examined I know Venkatachellam Iyengar & was present when he lent R1000 to Muttusamy Iyer. Before that Muttusamy Iyer had asked me to lend him R1000. I told him I had not that money but would get it from others. This is the money I and I had lent through Manalur Shivaram Iyengar. Venkatachellam Iyengar was Shivaram Iyengar's nephew. Manalur Shivaram Iyengar owed this money to me. He gave it to Venkatachellam Iyengar. Venkatachellam gave it to Muttusamy Iyer. When Venkatachellam received this money, he paid it to M. Shivaram Iyengar & Shivaram came to me. I attended the filing of this suit. In course this R500 & I found that Muttusamy Iyer had not been repaid. I got this R500 fifteen days after I received the R1000

2

When I took Venkatachellam Iyengar to Muttusamy Iyer I did not tell Muttusamy Iyer that the money were mine. I did not tell Muttusamy Iyer that Venkatachellam Iyengar had any interest in any land property in Tirumangalam. I did not know that Venkatachellam had any such interest

2 Venkatachellam Iyengar (Re-examined) The R1000 which I lent Muttusamy Iyer was not my own money. Manalur Shivaram Iyengar gave me the money to lend. Manalur Shivaram Iyengar made me file the suit.

3 Cross examined & Muttusamy Iyer I took this promissory note in my name because my Uncle ordered me to do so. The missing uncle [illegible] my wife's mother's husband. We are not of the same family. There are other instances in which I have been name-lender in the case of lands. We were really in favour of Shivaram Iyengar. Shivaram Iyengar died last year.

1 Balasubramania Mudali (Re-examined) I have tried but cannot find any account about the loan which my father gave to Muttusamy Iyer. My father had 30 kanies of Ranjei & 20 kanies of Punjei in the Taluk of Tirumangalam. It was ancestral property.

Enquiry adjourned to 26

Muttusamy Iyer not present.

5 Chinna Chellam Chetty. I live at Vadagarai in the Periakulam taluk. I am a dyer & a merchant. I owe Muttusamy Iyer borrowing for me R750. I produce a letter C 4.5.83 for Mutta

Samii Mudeliar & Co, Tobacco & Cigar Merchts, Warriore, Trichinopoly to me, stating that they received Rs 750 which I sent, & had advised Muttusami Iyer of the fact. I sent the Rs 750 to Muttusami Mudeliar because Muttusami Iyer wrote me the letter which I produce @ Madras 25.4.83 In this he says, I owe Rs 1500 to 4 persons in Trichinopoly & they often ask for it. I wish if many for you to pay them. Please send Rs 1500 to Trichinopoly by a trustworthy person who will take receipts. If you can't send Rs 1500 all at once send Rs 750 now & the remaining Rs 750 at some other time. You should send it to Muttusamy Mudeliar, Tobacco Merchant, Municipal Commissioner. This is of great importance. If you don't send Rs 1500 now I shall lose all my honour. I don't know the names of the 4 persons to whom the money was owed. I never sent the remaining Rs 750. I sent the money I did send in an enclosed letter & post. I produce the Book of Receipts & the Receipt or acquittance.

Cross examined

Inquiry resumed at 1.30 PM

Muttusami Iyer present: five minutes pause for examination and lunch

I know nothing about a settlement of accounts
1881 with Muttusami Iyer in Vellore. My brother had dealings with Muttusami Iyer's agent in Vellore as I was told so after. On seeing a form account in the box of my brother who is dead I told Venkatesa Iyer that there was a settlement of accounts in 1881, that it showed transactions amounting to Rs 7000 or 8000 & showed a balance due by Muttusami Iyer of Rs 700 or 800. Some of the money was sent to Muttusami Iyer by my brother & some by me. Muttusami Iyer's agent used to get money for the copper estates and repay it by the sale of the copper produce. I can't specify more particularly the amounts sent or the purposes for which they were sent. I remember Rs 2000 or 3000 being sent to Rajagopalaswami Iyer. It was for Rajagopalaswami Iyer himself, not for Muttusami Iyer. The transactions of which I have spoken began about 14 or 15 years ago. Towards the Rs 800 + 750 due I received a year & a half ago Rs 1000 or Rs 1040. I told on the Sth an agent's son, whose name I do not know paid me. I don't know how he got the money. He told me it was for Muttusami Iyer's debt. Since reading 5 or 6 months after sending the Rs 750 to Muttusami Iyer I sent Rs 750 & 250 to Muttusami Iyer's agent but these amounts were repaid me. I have never received the balance due when Muttusami Iyer owed me Rs 1550 & paid me Rs 1000 or Rs 1040. I always sent at 9%.

Cross examined by Muttusami Iyer. I can't precisely say whether the transaction that ended in the balance of Rs 700 or 800 took place when Muttusami Iyer was Talukdar of Perumukam or Indigent. When Muttusami Iyer was Talukdar of Perumukam neither he nor his agent asked for money for the expenses of the copper estate. I did not see the whole of my brother's account but only those few pieces showing some of the transactions

and the final balance. I added the items up & struck the balance. I don't remember exactly what I did. I told Sivakami Iyer that the balance might have been paid. I must have been under whether Muttusami Iyer owed me anything on account of the balance of R 700 or 800 fixed at the Settlement in Vishu. I don't remember whether anything on account of it was included in Muttusami Iyer's joint of R1000 or R1040 or not. Muttusami Iyer had 4 agents. Appadai Iyer was one of them. I cannot say whether I gave the money I sent to Appadai Iyer or not. I cannot Appadai Iyer was agent for 2 years. I positively remember giving him money, but I do not positively remember which I gave money to the other agents, who were only agents for 1 or 2 years. Muttusami Iyer personally told me 5 or 6 years ago that he had dismissed Appadai Iyer for misconduct. He told me he had dismissed him for effecting transactions without his knowledge. I know that he had done so. He also Muttusami Iyer told me not to give money to Appadai Iyer whenever he wanted it. I paid the R 700 & R 250 I have spoken of as sent after giving the R 700 to Muttusami Mudali to Subbusami Iyer Muttusami Iyer's Uncle. He was not Muttusami Iyer's agent, but I gave him money for Muttusami Iyer on several occasions. Subbusami Iyer has paid me said that R 700 + 250. I must have time to consider whether Muttusami Iyer owes me anything or not. I must look into my accounts. The transaction spread over 15 years till now not 15 years till 1881. I cannot positively say that the R 1040 of Muttusami Iyer paid me was made up of the R 700 sent to Muttusami Madaly statement

Regd. 27.7.84

Muttusami Iyer present

6. Shola Malla Pillai. I belong to Kallanyacam I know of the purchase of two coffee estates by Muttusami Iyer of Rajeswariar some 15 years ago. I sold it to Rajeswariar. I had bought it of Sperochmeiden for R 400. I sold it for R 4000. I had it 5 or 6 years & then sold it. Muttusami Iyer got the estate, but wanted it to be purchased in the name of Rajeswariar. It was to remain so to Muttusami Iyer's name after 2 years. I remember a suit being filed by my elder brother Rajeswariar & Muttusami Iyer about the purchase of the estate. The contention was not that I sold the estate for less than it was worth, but my elder brother claimed a portion on the ground that I had not the right of selling the whole.

Cross examined by Muttusami Iyer. I am a cultivator I sold land assessed at R 5 or 6. The pattah is not in my name. I purchased the land & the pattah is still in the name of the seller. Out of the land I have spoken of land assessed at R 3½ is in my name. I got the land some 10 years ago before I sold the coffee estate. I have got the sale deed for the purchase of the land. It is not registered. I purchased it of a man named Kandappa Pottu Seravanamuttu Pillai and Palani Kumara Pillai. They are my relations Palani Kumara Pillai is a man of the same

caste but he is not a near relation. I have a son of my own. He and me & Muttu sami Iyer & others for a share in the land I had sold Nageswara Iyer. Both my brothers sons sued. They sons suit was tried as one suit. I gave evidence. I don't remember whether I was called by plaintiffs or defendants. I don't know in whose favour I gave evidence. The suit was decided in favour of the defendants. The plaintiffs appealed. I was told the appeal was decided in favour of defendants. My Elder brothers son appealed to the Privy Council. I was told that the appeal also was decided in favour of the defendants. The subject matter of the suit was that I had wasted away by gambling & scandalous living & that I had sold the estate worth Rs 30,000 for Rs 4000. The total extent of my coffee estate was 120 odd garden. I sold half to Nageswara Iyer. I sold the other half to Sinnaraj Iyer. Sinnaraj Iyer has got it still. I did not sell ½ to Sinnaraj Iyer. I sold ⅛ th share, kept ⅛ th 3/16 & sold the remaining 3/16 to Mr Sperschneider. The sales to Sinnaraj Iyer, Sperschneider & Nageswara Iyer were not simultaneous. I sold the 3/16 th to Mr Sperschneider for Rs 1500. I sold Sinnaraj Iyer his ⅛ th at a somewhat low price. The Pakshi dar, Muttu sami Iyer valued the whole estate at Rs 8000 Mr Sperschneider bought the land for himself, not for Nageswara Iyer. Sinnaraj Iyer bought the land for himself. Mr Sperschneider, when my servants was arranging the estate whether it was in my possession Muttu sami Iyer only valued the half of the estate which he bought. After valuing the whole estate as worth Rs 8000 he decided that his share was worth Rs 4000. The 3/16 th of the estate Mr S kept is not in my possession now Sinnaraj Iyer has got it. I don't know how he got it.

I have no means to sue to I do not bring a fraud suit because I have been sick. He got the land 5 or 6 years ago. I don't know about what age my son is. He was a minor at the time of the suit & his mother my Wife sued for him. He is still a Minor. I only know by hearsay. When the document about the estate was being executed, Muttu sami Iyer was there & told me to let it be in the name of Nageswara Iyer till he got finances & hold the land. There were some others present, but I don't know who. I don't remember about applying to Muttu sami Iyer when he was Pakshidar of Perumal Koil about getting water for my dry lands, or about Muttu sami committing my case "Marumaganam" to the Sessions. I don't know Kallan Karuppa Pillai & did not accompany him here. I came here the day before yesterday, by the day before train. I don't know the name of Kallan Karuppa Pillai. He did not call me to come here. A Subordinate Officer called me, told me that the Pakshidar wanted me, but he did not come with me. I saw the Pakshidar (Perumal Iyer) first in Madura. No person accompanied me when I went to the Pakshidar. I saw him first yesterday evening. I myself paid my train charges. I have seen Sinnaraj Iyer in Madura. He came by the same train in a separate carriage.

Witness withdraws

Proceedings held on the 29.7.85

In the presence of Muttu sami Iyer

7. Venkateswara Iyer. I live in Kilavanpalam in the Periakulam Taluk. I am a money lender by profession. I have had dealings with Muttu sami Iyer. I

lent him Rs 2000 in 1882 @ 6% int. He was for
purchasing the Devadanam patta estate
I think he was this Shiva ak Krishnappa
I think he was Shivalingiah. I never lent him a
thing etc. He has paid back the money. He
paid it in 1883 & 1884. I don't know what ap
pointment he held when the money was repaid
Kalmangalam is 4 miles from Devadanapatta

Cross examined by Muttusami Iyer. I pay R
as Income Tax. I have lent to others at 6%

Re examined I speak of the dates the money
lent & paid from memory. I have no accounts. M
Muttusami Iyer purchased the Devadanapatta
estate 2 or 3 months before I lent the money

7th Dec

Witnesses called by Muttusami Iyer

(1) Shivaswami Iyer a Shivaiyar. I live in
Kalimangalam in the Periakolam taluk
I am a Member of the District & Taluk Boards
I know Sholamalla Pillai. He is a native
my village & I have given him loans. I bought
Coffee land from him. The total extent of
Sholamalla's coffee land was 12 Q 0 d
I bought one-eighth of it for R1000. I know Ra
geshwar Iyer, my brother-in-law. He bought
1/2 of the estate for Sholamalla Pillai for
R4000. He bought it for himself & not for any
body else. I know Mr Sperschneider. He bought
3/16ths of Sholamalla Pillais estate. Sale deeds
were executed for these 3 transactions at Mr
Sperschneiders bungalow in Periakolam. I
attested Rageshwar Iyer's sale deed. Rageshwar

Iyer myself Mr Sperschneider & Vyravan Nay
kan the Karnam of Devadanapatta in Mr Sper
coffee estate. Muttusami Iyer was not pre
I have known Sholamalla Pillai a long time. He
has a relation in Annayanaikanoor (village of
Kandappa Kottai). His name is Muttukumara
Pillai. He is the brother in law of Sholamalla Pilla
I know Kumara Pillai was connected to the Persecu
Muttusami Iyer & convicted. Sholamalla Pillai
told me so. I know of Sholamalla Pillais apply
to Muttusami Iyer for water for his dry land. The
villagers objected, & Muttusami Iyer refused to
grant the permission. The land Sholamalla Pillai
applied about is called "Kalimangalam puttoal." He now
in Sholamalla Pillais possession now. His wife now
Idumbi converted who with after being purchased by
another, who got permission on appeal to the Rev. Board
I came here on Friday. Sholamalla Pillai &
Mallakundai came together in one tranach as far
as Annayanaikanoor.

Cross examined by the Court. The estate was in
possession of Rageshwara Iyer for 3 or 4 months
after his purchase of it. I was managing it while
it was in his possession. I persuaded Rageshwara
Iyer to buy a portion of the coffee estate. As I fell
sick & could not manage it & as some others he could
could not manage it he sold it again. Mr Sperschneider
had the estate before Sholamalla Pillai got it
for about 10 years. After Sholamalla Pillai
purchased it Mr Sperschneider was managing it.
The trees were good when they were not in good

Witness called & Muttusamii Iyer

(2) Sarangapani Chetty. Live an inhabitant of D in dgl. I am a cloth merchant & agriculturist & a Member of the Devasthanam Committee of Dindigul. I knew Kasturi Reddi of Vadipatti. I know of Muttusamii Iyer's borrowing money from him. One or two months before he went to the Govt office about 6 years ago. When he was Tahsildar of Tirumangalam, he asked me for a loan. 10 days afterwards I got R2000 for Kasturi Reddy at 6%. Muttusamii Iyer gave a Promissory Note. I took it to Kasturi Reddy. I was friends with Kasturi Reddy who died some 2 months ago for 25 years. I have had dealings with him. I have borrowed for him at 6% interest. He knew the note of R2000 was for Muttusamii Iyer. When I got the money from Kasturi Reddy & gave him the Promissory Note he did not tell me anything about his having lent money previously to Muttusamii Iyer. Muttusamii Iyer gave me R1000 towards the original debt of the debt about one year after he borrowed the money

Trichinopoly V. 8.7.89
Witness proceeds

Muttusamy Mudaly. I am a tobacco & cigar Merchant of Trichinopoly 5 or 6 years ago I received R750 for some person (I don't know his name) who was ordered to send it by Muttusamii Iyer. I gave it all to Patwan atha Chetty a gumaster under construction for Muttusamii Iyer because of some transactions in jewels with Muttusamii

Transcribed the land. About 36 [illegible] garden of land were given to Shotamalla Pillai for which he paid Rs 400. Mr Sperschneider sold it for want of means thereon he could not manage the estate. I don't know if Mr Sperschneider was an Abkari Dispenser at the time. I bought 16 gardens for R1000. The estate had been considerably improved. Shotamalla Pillai had the estate a long time. I don't remember whether Muttusamii Iyer bought any of land direct of Mr Sperschneider. Muttusamii Iyer has a bungalow at Pamukkadi which belonged to Mr Sperschneider when he bought it

Witness for the Govt recalled
Further examination of Muttusamii Iyer

6 Shotamalla Pillai. Muttukumara Pillai of Kandaswamikottai is my brother in law. I don't know whether he was put into prison or not. I do not know that Nagaswami Iyer sold the Coffee Estate to Muttusamii Iyer. [Sale bond Nagaswami Iyer to Muttusamii Iyer produced. Signature of Shotamalla Pillai pointed out] The signature is like mine, but I can't say whether it is mine or not without reading the whole thing. I don't remember because the transaction took place long ago. I don't remember whether I did or did not apply for water for my land. Kalimuthu Pillai.

Iyer had had with him. These transactions and the purchase of jewels. Part of the money was offered in repaying a loan. I don't remember the amount Muttusami Iyer owed Padmanabha Chetty then but it must have been a little more than R 1000. You tell me that at this time Muttusami Iyer sent the R150 he told Arumachella Chetty to send me R1500. But I know nothing about that Muttusami Iyer instructed me to pay all I got to Padmanabha Chetty. I do not lend money myself. I have never lent money to Muttusami Iyer

Cross examined I am the brother in law of Suriyamurti Pillai, the Dep: Coll: in Salem. Till the 14th of ~~this month~~ July I was a Municipal Commissioner. I had been Municipal Commr for 10 years. I am a Member of the District Board & the Taluk Board. I have known Muttusami Iyer for more than 12 years

8. Lakshmanan Padmanabha Chetty. I live in Perambakam St of Trichinopoly. I know Muttusami Iyer. I never lent him money. He used to get clothes from me & pay for them. I know nothing about a matter 5 or 6 years ago that I had lent Muttusami Iyer R1000 & could not get it back

Cross examined. I am a Cloth Merchant, all the officials used to buy clothes from me. I am the son-in-law of the late Lakshmi Narayana Chettiar. I am a Municipal Commissioner there been for about 10 years. I am also a Member of the Taluk Board

9. Adhinarayanaswami Swamy Iyer. I am the grandson of the Dorasami Iyer part of the Mayavaram estate which is under the Court of Wards I am the grandfather of the minor. The estate came under the Court of Wards before Muttusami Iyer came to the district. He came when the estate, I don't know whether more than once, when he was there Sheriff or not. I never gave or lent him any money I don't know any one in the estate who died. I know Vythinatha Iyer who was the Minor's Aunt's husband She died some 5 years ago. I don't think he lent any money to Muttusami Iyer. His brother's name is Krishnaiyer. He lives in Kumbakonam of the Tanjore Dt, but I don't think of he has two accounts or not

Cross examined. Vaythinatha Iyer was the manager of the same part of the estate as I am managing the Dorasami Iyer part. I was living in the same house with him & we were intimately connected with reference to the estate. I sold land assessed at R400 or 500

10. Padmanabha Chetty. I live in the Trichinopoly Fort. I am a Dealer in precious stones. I sold Muttusami Iyer jewels - I don't know the exact worth but it was about R1000 - 6 or 7 years ago. I was paid within 2 or 3 months. Some was paid by Muttusami Iyer & some by Mr Monday. The rest may have been paid a month or two after words, but I don't remember how. The jewels were not mine. I got them for Muttusami Iyer for sold under Varantaiyan Pattam of the pieces & certain Marakayas of Rayavaram

Cross examined I have been a Municipal Commissioner for 4 years. I am a son-in-law of

Hon Puisne Judge Adiappa Chettiar

2.6.89

Re the proceedings of Muttusami Iyer

11 Ponnusamie Nadan. I am a resident of Poraiyur in the Tanjore district. I remember lending Muttusami Iyer R2000 about 5 or 6 years ago. I charged interest at 6% p.a. There must be an entry in the accounts. My brother was alive then. An agent at Nagercoil has the accounts. I cant get them inspected at once because I have to go to several Toddy auctions. I am a Toddy Renter. I may be able to get the old accounts inspected & let you know the exact date of the loan in about a month. It must have been at Poraiyur when the money was lent. I dont know where Muttusami Iyer lives. I cant say whether he was in Madura or not when I lent him the money. I also wanted to sell my brother's some land, so my Brother sent an Agent to see it. The Agent reported favourably & then the money was lent. Afterwards my Brother sent another Agent who reported that although the land on the whole was good the place was sickly, so the land was not bought. My Brother was the Toddy Renter of the Madura district for some time & I was the Toddy Renter for some time. One of us must have been Toddy Renter when the loan was given but I do not know which. We did not always have the Toddy contracts for the whole district. For some years we had not the Dindigul & Palni talukas. For some years we had not the Periakulam taluka. For some years we had not the Town of Madura. For some years we had not got the Taluk of Periamayalam

My Brother & I have been concerned in the Toddy contracts of Madura for many years. I dont think I ever had any communication with Muttusami Iyer as Toddy Renter. Takeildars used not to grant Passes, but the Contractor did. Takeildars used to have power in Criminal cases, but often were the Collector who sold the contract & sometimes only Justices of Peace who had to do with it. There were very few criminal cases in Madura.

Cross examined. I was for 6 years Coffee Estate as the head my Brother's transfer of purchasing. The second Agent who reported about the place was Kamasamy Nadan. The R2000 with interest was repaid in full about 6 or 7 months ago. What I got then was about R2500. This was the whole amount due for the loan of R2000. Muttusami Iyer sent a relation to pay & I ordered my Agent to return the Promissory Note on receiving the full amount due. I thus knew the amount of R2500 included some interest which had been paid previously on the Madura Taluk & ordered my Agent to return the Promissory Note when the full amount due including this had been paid. My Brother died nearly 1½ years ago. The repayment was made after his death.

Madras 8.8.89
Muttusami Iyer's 2nd Interpt

12 R Bubber I am a Forest Ranger in Salem. I have lent money to Muttusami Iyer three times. I first lent him R2000 about the year 1883. I next lent him R1500 between 1883 & 1886, I cannot remember the exact date. I next lent him R1000 in 1885 or 1886 I am not certain which. I charged 6% interest. When

I lent the R 2000 I was Forest Ranger in the Ko-
tagiri taluk of the Madura District. Muttu-
sami Iyer was Tahsildar of Dindigul or Kotta-
maigalam I am not sure which. He may have
been acting as Deputy Collector. When I lent the
R 1500 I was Forest Ranger in the Periakolam
Taluk. Muttusami Iyer held the same appointment
as when I gave the R 2000. When I gave the R 1000
I was in the Srivaikuntam taluk of the Salem District
Muttusami Iyer was Deputy Collector of S. Arcot.
I remember that in 1880 Exa furnished me by not
crediting my services up to that date because I had
entered those services representing that I had passed
the General Test examination whereas I had
not. I remember being degraded from the 2d class
to the Grade of Forest Rangers in 1885. I entered
the service as Mysore 1865 as a clerk in the
Office of the District Forest Officer of Madura
I was transferred to Salem in Feb 1875. In the
intervening time I was in Madura - except that
I went to Trichinopoly for 3 months. I was ranger
of the Periakolam range at the same time that
Muttusami Iyer was Tahsildar of Periakolam

Cross examined by Muttusami Iyer. I remember giving
the R 1500 to Muttusami Iyer in person at Dewa-
danapatty. I have a Promissory Note for the
R 4500. I have not brought it here. I believe
that the paper produced by Muttusamy Iyer (Ex)
is the true copy of it. The Gen. D. Deputy Conser-
vancy in Madura under control of the Madura &
Tinnevelly taluks. It does not include Periakolam

as Tahsildar of Tirumangalam Muttusami Iyer
had nothing to do with me.

13 P. Ramasami Iyer. I am Sub Registrar of
Pommaraka. When I was Sub Registrar of
Tirumangalam I lent him R 600. I think it
was in Sept 84. Muttusami Iyer was Tahsildar
of the Tirumangalam taluk at the time. I lent
it at 6 Pct. I lent him R 400 about a month
afterwards. Had been transferred fr Tirumangalam
to Tiruvalur in the Chingleput district. I lent
him money a day before I started. Two or three months
after I came to Tiruvalur I sent him R 400 on
Notes. Muttusamy Iyer was at Tirumangalam
3 years afterwards at a Settlement of accounts Mut-
tusami Iyer found me R 400 and interest

Cross examined by Muttusami Iyer. As Sub Registrar
I had no communication with Muttusami Iyer as
Tahsildar. I was not in a position to be brought into official
contact with him. As Tahsildar he had no influence
over me. My Native Place is a village in the
Srivaikuntam taluk of S. Arcot. I and Muttusami
Iyer are friends but we have no other nothing else
to do with each other. We have been friends since
1879. I was Sub Registrar of Trichendoor in the
Tinnevelly Dt in 1879.

14 P. Krishnasami Iyer. I am the District Registrar
of Calicut. About the year 1882 I lent Muttusami
Iyer about R 1300. So far as I remember the
interest was 6%. I was District Registrar of
Trichinopoly at the time I gave the money. Mutta-

Ramiah Iyer was A.S. Huzur Sheristadar Presidency Court. I was Sub Registrar in Madura from May 1866 to Dec 1872. I acted as Registrar of Madura for a month in 1881.

Cross-examined by Muttusamiah Iyer. As District Registrar I had nothing to do with Muttusamiah Iyer as Huzur Sheristadar. I was never likely to have any official contract with him as Huzur Sheristadar. He had no influence over me. I have been on friendly terms with him for two years. I became Sub Registrar of Madura. I have had nothing to do with Muttusamiah Iyer except as a personal friend. The town has been completely refused both Principal & Interest.

R. Balaji Row. This man was not examined. Such letters as have been received by him from & which have been read & admitted were correct by Muttusamiah Iyer he says he lent Muttusamiah Iyer R1000 on the 29.9.83 when Muttusamiah Iyer was absent in the Local Dept of the Govt Office & R700 afterwards charging 9% Pct

D. Grieve.

A.

Examination of witnesses

Enclosures 6
C. No. 6319
Con: No. 59

A 6 T

6

3
Rw. 5680 99

B 1

Questions addressed to Muttusamie Iyer & answers given by him on the 26.7.89

1. Q. According to Venkatachellam Iyengar you borrowed R1000 apparently from him but really from Rajasamy Iyer on 17.10.84. You were then Taluk clerk of Tirumangalam & had just been transferred Deputy Collector Shivaram (from April to July) Venkatachellam Iyengar has a great deal to do with Tirumangalam & Rajasamy Iyer is an inhabitant of Madura. What have you to say about this?

A. I did not know the money came from Rajasamy Iyer and as regards Venkatachellam Iyengar I did not know that he had any connection with Tirumangalam. I never saw him before or after. My connection with Tirumangalam ended in March 1885. I wrote to Venkatachellam Iyengar before he filed the suit saying I would pay him the money in a week or so & my letter would prevent his claim from being barred by limitation. Within a few days I got the Mahant's money & paid

2. Q. You told Government that you generally borrowed at 6%. Muttaluga Pillai says you borrowed from Chokalingam Pillai at 12%. The

money was borrowed in July '74. You were Treasury Deputy Collector of Madura up to 8 July 74 & Chokalingam Pillai lived in Madura. What have you to say to this?

A. Chokalingam Pillai is a moneylender & I did not borrow from him till I had resumed work as Dy. Collr of Madura. This was at the 8th July & I was at Tirumangalam at the 9th. The date of borrowing was on some day, I am not certain what, after the 15th July. I was in urgent need of money on account of the marriage of my daughter, which took place about the middle of the next month & had no option as to deferring it. This was why I was obliged to borrow at a high rate of interest.

3 Q. You told Government you had borrowed from R 1000 to 2000 from Kasturi Reddy between the beginning of 1882 & March 1885. He deposed in 1887 at the hearing of an Income Tax appeal that he had lent you R 5000. in 1880. What have you to say about this?

A. I deny that I borrowed R 5000 from him at any time. I borrowed R 2000 from him in 1883 when I was Tahsildar of Tirumangalam. He is a resident in this District Taluk. He has no land or other property in Tirumangalam as far as I know

4 Q. Had you anything to do with the purchase of this Coffee Estate & Rajeswara Iyer on the 29.4.74

A. Nothing whatever. A month or so after I purchased the Coffee Estate, Mr. McCausland told me he had got an arrangement for the effect that Rajeswara Iyer had purchased it not for himself but for me, & asked me about it. I denied it. He sent for Mr. Sperschneider & Rajeswara Iyer & questioned them. Rajeswara Iyer said he bought the land for himself & Mr. Sperschneider confirmed this. The arranging was only verbal.

5 Q. Had you anything to do with the land at Panikkad which you are said to have obtained in dispute in the name of Shetamayer of Vadakkandam & which was finally sold to Ramasami Chetty?

A. I did not get this land in dispute & know nothing about it, but I know that Shetamayer has land at Panikkad.

6 Q. In Extracts 1 & 2 from the District Registrar's Index you are shown to have purchased 38.20 acres from Rajeswara Iyer on the 16.8.74 & 74 of an acre from Mr. Sperschneider on the 31.8.74, or 38:94 acres altogether. In your Statement of Lands acquired by the covenanted Servants @ 15.1.75 you say you purchased 38.7 acres. How do you account for this difference?

A. The difference is very trifling & may be accounted for by a slight error in conversion

7 Q. You told Mr. that you acquired two Devadanapatta

estate in 1881 by taking it off the hands of your father-in-law. Was this a complete account

A. My account to Govt is a complete account.

8 Q. Why is no statement of your lands acquired in 1881 for the coming? No mention is made of this acquirement in the Madura Annual Report for 1891 and only 87.9 acres are shown as acquired by private servants in the Trichinopoly Annual Report for that year.

A. I instructed a Pleader at Trichinopoly which shows the acquirement in 1.2.82 when I was there. I am of the opinion of the 5 private servants who are shown to have acquired 87.9 acres in the Trichinopoly Annual Report. I want a copy of my statement here & frame it. I say that I purchased 62 acres at Devadanapatty in 1881 and that about 1.31 acres descended home by the death of an aunt in Shivaganga. 62 acres was a little more than 3/4ths of the Devadanapatty estate. I got the other 19 acres in 1882

9 Q. From the Register of Transfers sent for pertaining to the Collr in 15.9.99, it appears that you had been acquired 5 acres of land at Devadanapatty & alleged you had got it for a house site, & it has never been mentioned in your Statements; but it appears from the Village Accounts that all of it was and that most of it is still cultivated. What have you to say to this?

A. I got the land intending to make at the site of a bungalow & a garden. Mr McCance told me in the letter which I produce that there was no objection to my buying it for that purpose. I built a bungalow & planted trees all round & dug wells. The trees I planted round the site died, & some of the land is cultivated, but owing to the pressure of Mr McCance & the fear that house-sites are not shown in the Statements, I have not thought it necessary to show the land in my statements.

10 Q. On 29.7.99 you instructed a Pleader to the Trichinopoly Collector which showed your land got 62 acres of the Devadanapatty estate in 1881. In your (Madura) Statement of 7.4.83 you state that you purchased 19 acres Ranjai on 1.1.82 & 14.3 acres Punjai 31.10.82; but the Registrar's Index shows you purchased 81.42 acres of Ranjai on the 19th or 27th Oct 81 (There are two documents registered), 3/4ths of 81.42 acres on 1.1.82 and 14.26 acres Punjai on 31.10.82. What is the reason of this difference?

Letter sent to Pleader & Receipt stated this 27.7.99

A. I cannot give an answer not the particulars for the Index entries which are very brief. I must look at the documents. What I acquired was the whole right in 81.42 acres by 1.1.82 & 14.3/36 acres after wards. What I got on the 19th Oct 81 was really 62 acres.

11 Q. The Statement was due on 15.1.82. Why did you not submit it till 7.4.83?

A. Such delays are not unusual. The practice is that no objections is made provided the Statements are submitted before the Summary report is found. The Statements are submitted with the Summary accounts of the taluks (The Madura Dist. Collr. says this has been the case before too, but orders for more punctual submissions have been issued lately.)

12 Q. You have stated that you are granted 81.42 acres at Dawapatti by 1.1.82. & 44.8 acres afterwards. How is this reconciled with your declaration to Govt that you got the whole estate in 1881, & your account in the Revenue Settlement appeal before Board of Revenue that you got 98.89 acres in 1881.

A. In my explanation to Govt I only speak of the arrangement arranged in 1881 which included the purchase I made in 1882. I did not say that I got the whole estate in 1881. The 14.3 acres I got in Dec 82 were not part of the original Devadanapatti estate, but dry land. This shows in my Statement for 1883 which is mentioned in para 19 of my explanation to Govt. My calculation of 98.89 acres in the appeal before BD included these 81.42 acres & Survey Excess & it may have included a portion of the taluk gratuity acquired 14.3 acres

If dry was converted into Wet.

13 Q. You told Govt you got the land by taking it off the lands of your son's father-in-law. The Registrar's Index shows you bought it at a Court Sale. How was this?

A. The land was first purchased at the Court Auction by the Judgment creditor Meenakshi Naidu. My son's father-in-law arranged to take it from him. I am alleged to take it from my son's father-in-law. Meenakshi Naidu then petitioned the Court for the Sale certificate to be given to me. I have stated in para 20 of my explanation to Govt why I had to take the purchase off the hands of my son's father in law.

29.7.84

Note Mudaliar spent Govt funds for his copy of the appeal before Board about Settlement that he said his estate amounted to about 90 acres not to 98.89 (I found that the figure 98.89 was taken off a report of the Collector's)

14 Q. Some arrangements are shown in the Registrar's Index (11, 12, 13, 14) Strange taken place in 1886. In what statements are these mentioned

A. No 12 & 13 are bond deeds which are bogus dated as No 14 & No 14 is mentioned in the my Statement submitted at Trichinopoly on 29.9.85

Q15 Tell me exactly what property in land & houses you have got now?

A I will make out a statement & bring it tomorrow. It will include about 10 acres of Punjei which my agent has bought in Devadanapatti last year & which will be shown in my Report of lands this year.

Q16 In your Statement I @ 11.12.63 of lands acquired to you by you have 5'0 acres of Punjei & 53-4-30 acres Kanjei (Ancestral property) in Veppadappu. What has become of this? You say you have 4-3-1 4-3-1/4 acres Punjei and 8-8 acres in Dharmasanam of Shevaiya (Ancestral property) What has become of this? You say you have 3·5¼ acres Punjei and 8·8 acres Kanjei in Kuchatanallur (of Shevaiya) (Ancestral Property) What has become of this? You say you have acquired 2 acres ~~acres~~ in Pudukottai, Shevaiya (Ancestral Property). What has become of this? You say you have 2 acres of Kanjei in Mangudi of which you acquired some you sold this service. What has become of this.

A. The same amount of land shown in Veppadappu Mangudi as the extent before division. It was afterwards divided between my cousins & me. I have still got the first that fell to my share. The extent figures in the statement relate to kanies not acres. All the rest of the land in the Statement has been sold & is not in my possession now.

The extents are Kanies &c. not acres &c was a mistake in my translation of it

Q15 Tell me exactly what property in land & houses you have got now?

A I will make out a statement & bring it tomorrow. It will include about 10 acres of Punjei which my agent has bought in Devadanapatti last year & which will be shown in my Report of lands this year.

Q16 In your Statement I @ 11.12.63 of lands acquired to you by you have 5'0 acres of Punjei & 53-4-30 acres Kanjei (Ancestral property) in Veppadappu. What has become of this? You say you have 4-3-1 4-3-1/4 acres Punjei and 8-8 acres in Dharmasanam of Shevaiya (Ancestral Property) What has become of this? You say you have 3·5¼ acres Punjei and 8·8 acres Kanjei in Kuchatanallur (of Shevaiya) (Ancestral Property) What has become of this? You say you have acquired 2 acres ~~acres~~ in Pudukottai, Shevaiya (Ancestral Property). What has become of this? You say you have 2 acres of Kanjei in Mangudi of which you acquired some you sold this service. What has become of this.

A. The same amount of land shown in Veppadappu Mangudi as the extent before division. It was afterwards divided between my cousins & me. I have still got the first that fell to my share. The extent figures in the statement relate to kanies not acres. All the rest of the land in the Statement has been sold & is not in my possession now.

The extents are Kanies &c. not acres &c was a mistake in my translation of it

17 Q In your Statement of 15.1.69 you say you have 18¾ Kanies of Punjei & 22¾ K Punjei in Veppaddappu, as well as other land elsewhere; What has become of it

A I still have the land in Veppaddappu which was what fell to my share at the division. I have posted unto all the rest.

18 Q. In your Statement not dated about 1873 shows that you acquired half a Kani of Punjei & half a Kani of Punjei land in Dharmasanam that year. What has become of it.

A. I have told it.

19 Q The Panchama boundaries reports shows that Muttusami Iyer acquired acres 0.18.1 in ₹ 86 & acres 10·02 in ₹ 1289. Where were these? In what Statement are they shown? What has become of them?

A I have not a copy of the Statement here, I posted from Devadanapatti in 1869 but I remember that in ₹ 89 I only purchased land in Dharmasanam. I have since posted unto it. I have a copy of Statement for land purchased in 1879 & 17.1.80. It shows I bought these 10·02 in three separate deeds. I have since posted unto all

20 Q What became of the acres 6 which your Statement of 9.2.84 shows you got at Dharmasanam out of the property of your late deceased stepmother

A I have posted unto that & all my other land in Dharmasanam.

21 ~~20~~ Q. Under SO 248 how / two orders of Govt have you taken when Deputy Collectors are appointed as Settlement Officers to enquire into claims. Have you taken any such orders?

A. I have not taken any such orders. Mr Hughes has not given me to know that I should make any further return of lands. I thought what I had submitted before would be enough. Mr Crole knows all about my owning land in this district when I was practising here in 1863 & 1884 for short periods.

22 ~~21~~ Q. Accordg to the same SO, when you send in your annual Statement of land acquired &c you have to put a declaration at foot that no other land has been acquired &c. Why is this declaration omitted in most of your statements.

A. The enquiries out of the declaration has formed into clause. Lieut Hughes My attention was never called to it. I would have effected it truthfully to all my statements. Mr Hughes. Chev. Sy. that some officers do & that some do not affix the declaration; & that he has never known attention called to it

30.7.89

23 ~~22~~. Q. Have you got the Statement of property in land & houses you promised to bring yesterday?

24 ~~23~~ Q. Had you not a house in Trichinopoly?

A. I never had a house of my own there. I always rented.

2.8.89 at Trichinopoly

25 ~~24~~ Q. What have you to say about your asking Arunachellam Chetty of Madura to send R1500 or at least R950 to Trichinopoly to save your honour, & of the purpose for which it was intended here.

A. I owed only to pay for Jewels which I had from the used for Paduvan other Chetty. I asked of saving my honour because I had promised to pay in a month or two, I deny that I borrowed money from a Comptr in the District of Trichinopoly in individual whilst I was in Trichinopoly except Ketnasami Iyer now Registrar at Calicut.

26 ~~25~~ Q. What have you to say about the many Ponnusami Pradan declares was borrowed from a Toddy Contractor of Madura.

A. I think it was at the end of 1884 or the beginning of 1885 that I borrowed the money & that Ponnusami Pradan (or his brother) was not a Toddy Contractor for Tirumangalam at that time, so far as I remember. The money was not intended at first as a loan but as an advance for the purchase of the coffee estates. after the second a part had reported that it was a sickly place the transaction was converted into a loan.

8.8.89

27 Q In your letter C 25.4.83 to Arunachellam Chetty you said you owed R1500 to the persons in Trichinopoly. Who were the 4 & how did the debts arise?

A. Paduvan other Chetty told me that the persons

had supplied the jewels he had given me to wanted money. I meant those 4. I don't know who they were

28 Q. Your Annual Statements of Landed property for 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 are not for the enquiry. What have you to say about this?

A. I am sure that I submitted statements for every year in which I acquired land. I will send copies of all of the missing ones as I can find copies of when I go home. I have not submitted the statement for 1888 yet & don't know where to submit it.

29 Q. How can you justify your borrowing from Subbiah as a Forest Officer he might have been placed any where in the District

A. He was at Periaculam & I was at Tirunagar I did not think I should ever be brought into official contact with him. He belonged to a different dept.

30. When you and P. Ramasami Iyer were both at Tirunagar, you borrowed money from him. Was not this contrary to the rules.

A. We were friends. I don't understand what the rules as forbidding borrowing from friends. We were not liable to be brought into official contact.

31 When you & P. Krishnasami Iyer were both at Srivilliputhur you borrowed money from him. Was not this contrary to the rules?

A I gave the same answer as to question 30

32 Q Balaji Row says you borrowed Rs 1700 from him at 9% per annum & that you still owe him money. What have you to say to this?

A. I have repaid the whole amount long ago.

10-8-89

Q 32. What further have you to say? What further representations do you wish to make?

A I have brought to my copy of my Annual Statement of Landed Property on 17.1.80 for 1879. I wish to file (1) a copy taken from my Book of Depositions from Rajeswara Iyer, Sivaram & Lakshmi Pillai & Shivaraya Iyer in O.S. 898/1878 file of Munsiff's Court (2) a letter by me with reference to the remarks of the Collector of Madura in his letter to Govt. on 17.6.89 about the subject of reference to Govt. enquiry (3) the explanation with reference to the remarks in that letter about other six letters, with copies of my testimonials, (4) A copy of my letter to Mr. the Collector about land at Devadanapatti which I purchased as a house site. I desire also to call attention to the fact that while Govt. of India on 16 March 88 637 forbids taking loans from persons residing in the ranges of the Officer or likely to come in official contact with him, SO 248 dt. 12 dt. 12 forbids it with regard to persons residing in the range of the Officer and bound to come in official contact with him.

J Ryder

B

Examinations of Midshipmen &c

Appointments held by Midshipmen &c

since 1871

23.7.71	— 23.10.71	Dwindigut (Talbot dar)
24.10.71	— 20.2.72	Lute Division Shenstudar
21.2.72	— 4.8.72	Dwindigut (Talbot dar)
5.8.72	— 8.8.72	Re transit
9.8.72	— 24.5.76	Peracotam (Talbot dar permant)
25.5.76	— 30.(4.)77	Dwindigut (Talbot dar)
1.11.77	— 11.11.77	Re transit
8.11.77	— 24.7.88	Dwindigut (Talbot dar)
25.7.88	— 15.4.79	Peracotam (Talbot dar)
16.4.79	— 28.5.79	Privilege leave
23.5.79	— 20.6.79	Dwindigut (Talbot dar)
21.6.79	— 13.7.79	Peracotam (Talbot dar
14.7.79	— 14.12.79	Dwindigut (Talbot dar permant)
1.12.80/15.12.79	— 10.7.80	Hogwe Shenstadar Trichinopoly
11.7.80	— 23.4.80	Dwindigut
24.4.80	— 11.7.80	Hogwe Shenstadar Trichinopoly
12.7.80	— 19.7.80	Re transit
20.7.80	— 11.10.80	Privilege leave
11.10.80	— 15.10.80	Re transit
16.10.80	— 2.3.82	Hogwe Shenstadar Trichinopoly
3.3.82	— 2.7.82	Temp. Dep. Coll. Trichinopoly
3.7.82	— 9.10.82	Hogwe Shenstadar Trichinopoly
10.10.82	— 16.10.82	Re transit

4
Rec 5880 990

	18.4.83	Permanganate (Tabulated from former)
17-10-82	~~31-10-82~~	Permanganate (Tabulated)
19-4-83	22.4.83	In transit
23-4-83	1.9.83	Asst. Coll & Supt. Govt Office
2-9-83	22.9.83	Principle [illegible]
22-9-83	20.9.83	Dowing time
1-10-83	11.11.83	Gen. D. of Coll. Madura
12.11.83	20.1.84	Principle [illegible]
21-1-84	27-1-84	Dowing time
28-1-84	19-5-84	Permanganate
19-5-84	20.5.84	In transit
21-5-84	8 [illegible] 84	Trans: Dep Coll Madura
9-7-84	16 [illegible] 84	In transit
17-7-84	16 [illegible] 84	Permanganate
16-8-84	24-8-84	Principle [illegible]
25-8-84	24-3-85	Permanganate
25-3-85	26-3-85	In transit
27.3.85	14.12.85	Trans: Dep Coll S Arcot
15.12.85	22.12.85	In transit
24.12.85	20.1.86	Indigent
21.1.86	27.1.86	In transit
28.1.86	27.9.86	Temp Dep Coll N Arcot
(19.4.86	15.9.86 2.8.86	do in charge Headquarters Dw)
28.9.86	16.10.86	Principle [illegible]
11.10.86	16.10.86	In transit
17.10.86	30.11.86	Temp Dep Coll N Arcot
1.12.86	1.1.87	Indigent
2.1.87	3.1.87	In transit
4.1.88	5.1.88	Temp Dep Coll Trichinopoly
6.1.88	14.1.88	In transit
15.1.88.	14.4.88	Dep. Coll Govt. Trichinopoly
	17-1-88	Confirmed as Dep Coll Stock

14-4-88	18-4-88	In transit (47)
19.00 4-4-88 -9.00	8-6-88	Dep Coll G.D Trichinopoly
8-6-88	17-6-88	In transit
18.6.88		D Coll Salem Railway Works

J Grose
20.7.89

Appointments held by
Muttuswami Iyer since 1874

10

5
No. 5780 9/90.

D. 09

I promise to pay MRRy
Subbier Avergal Forest
Ranger Tirupatur, Salem
District on demand
Rs (4500) Four thousand and
five hundred only with interest
at Six p.c. per annum for
Consideration received as
follows:-

As per promissory note presented by me on 20th October 1883 . . . } Rs 2000

As per promissory note presented by me on 24th November 1883 . . } Rs 1000

Amount received on 8th November 1885 . . } 1000

Total Rupees 4500.

Tanjore 11th August 1885.

This promote is sent C.O. a regd. cover to Libbie this day with a covering letter. In this he is asked to write the words "Cancelled ~~in the presence of~~ ~~initial~~ with reference to promote executed on 11th Nov 85" with his initials & send them to me or retain them himself as he pleases

11-11-85

D

Copy of Promissory Note
given by Muttusami Iyer
to Subbiah on the Settlement
of accts in 1885

Put in by Muttusami
Iyer

11

6
Rw. 5780990.

55
2

Letter of Miss Lilton
Rajah dur of Dindigul
to Muthiah Pillay Thanks
Kustoori Reddy's son,
Ramasamy Reddy with
not come & enclosing
a yadast for him

7
Rw. 5780990

25/7/59

Dear Sir

I received your
letter yesterday I sent a
boy with an packet
to you as early today
to appear before your
honor at noon but
he was not in his
village and the boy
also going to many
places not [illegible] in the
evening. he reply he
says that he has to
go as in direction with
his [illegible] and does not

and that he is not able to pay to Kuduva on account of illness.

Ramasamy Reddy Gadasi is known to me.

The plea of illness seems true to me.

Sheristadar

Your most obedient Servt.

Sub Assistant Tahsildar.

Camp Kaveripatnam
24/7/89. J.P.A.

No. 57

[illegible] 24-7-89

asked if he reckoned any increase owing to the mixed forest contract-

27.7.89

Notes in an objection petition 7 of 1887-88 before the Sub-Collector under the Income tax Act.

57

Pleader for Kasturi Reddiar

This is the account of money lent showing a profit of Rs 658-3-9 Petitioner also has cotton trade which gives 256-10-2. He has also tobacco trade 631-2-0. By petitioner's son, work taken on contract gave him Rs 216. House rent will be Rs 50.

There are no other documents but the bonds for money lent. The minor forest produce contract is only this year and so is not liable: We may get Rs 500 or 600 out of it.

Head clerk to go through the books and Cadjans and Tahsildar to be asked if he reckoned any increase owing to the minor forest contract. which

which petitioner says only runs from this year and is not liable. Inform Tahsildar of petitioner's statement of his income and send him list of the bonds and ask Tahsildar to let me know if there are any means of showing petitioner has further income

Initialled C.H.M.

This is the account of profit from road contract. E.S. 216. 0-0 & this. This profit of Rs 166-10-8 is also from a road contract but not realized this year since April.

I don't levy fees for ground rent for bazaars. I have a pettah. I let it on contract for Rs 100. I have no bazaars attached to the chuttram. Muthusami Aiyar, Tahsildar, used to owe me. He paid me 4 years ago. He owed me Rs 5000. I have no document to show that he repaid it. I gave him no receipt when

61

he paid it back. He paid me the amount 3 years after he borrowed it from me. I got 6 per cent on it.

Accounts returned.

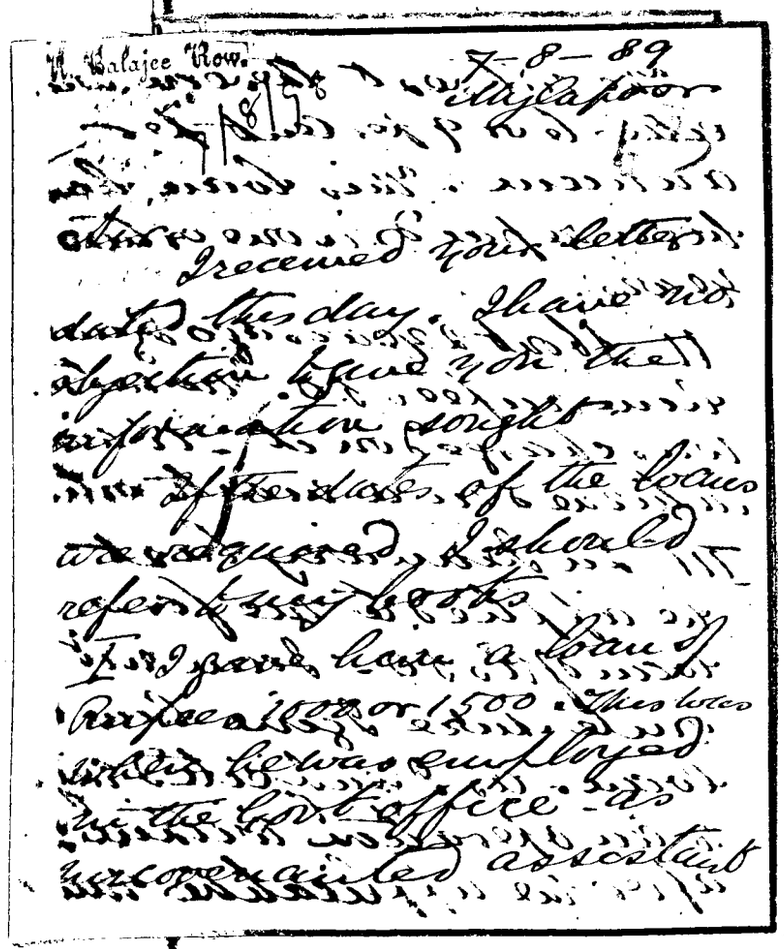
Initialled C.H.M.
8-5-87.

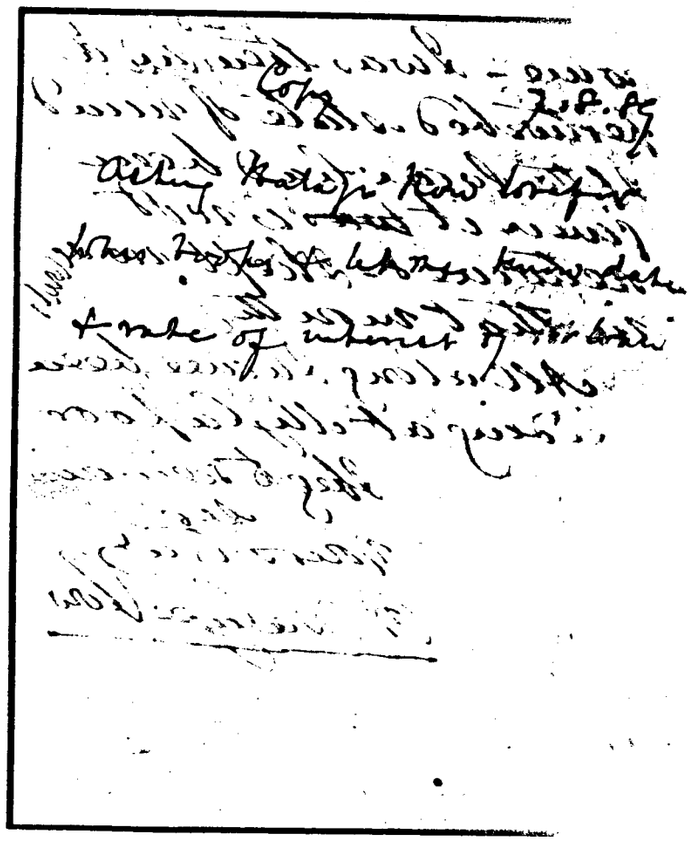
(True copy)

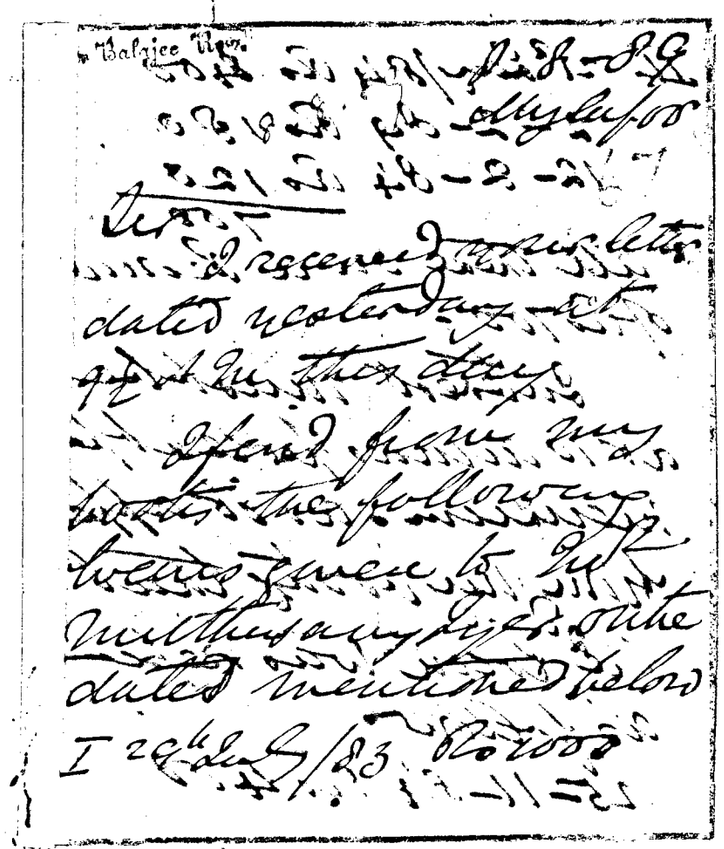
J. H. Welsh
Ag Collector

Statement made by
Kasturi Reddy at the hearing
of an Income Tax appeal.
to the effect that Muttaswami
Iyer borrowed R 5000 from
him in 1880.

8
JAN. 56 & 990.


N. Balajee Row. 7-8-89.
Balajapoor
received your letter
dated the day. I have not
objection [illegible] not that
[illegible] after days, of the loans
we advanced, I should
refer [illegible]
I and [illegible]
Rupees 1000 or 1500. This loan
while he was employed
in the Post office as
[illegible] associate





G, & G2

Letters of R Balaji Rao
Vakil High Court Madras
giving particulars as regards
his dues to Muttusami Iyer

5/8/87
98

Madura
3rd Aug 89

73

My dear Grose

Ponnusami Nadan was
Cess contractor for the whole
district except Dindigul & Palni
from 1881 to 1884.
Muttusami was Tah. of Tirumangalam during part of that time:
and was T.D.C. and T.D.C.
Tahs were always responsible
for collection of Kists. They
supplied forms, obtained returns,
appraised distresses, and

9
Rev 5 8 0 89

tried abkaricases. Occasionally toddy contractors were very keenly interested in the latter but I don't know of an instance.

In '85 also Ramasami was renters. I don't think permits were often given by any one except the renters & Sub-renters themselves.

The form of public servants return is prescribed in Standing Circular 68+3/13.10.62 of the Bd.

The columns showing particulars of lands has been arranged, garden, punjai & garden.

The columns "who acquired & whether prior to or subsequent & the employment in the Public service", have been turned a column.

Who acquired	
Prior to or after their entertainment in the service.	Year, month & date of the deed

The slight difference in the titles of the statements is due to the fact that vernacular returns

Four Talugs were copied
and translated in Collector's office.
I have used the outer sheet
of the quire which alas is
soiled; this office being rather
dark. Please excuse it.

Yours sincerely

4

Rec: Wellesley's letter abo
Communicating Rajah + An
must Statements of Londi
Property

15

10
Rev. 5180 790

1797

18 July
Madras

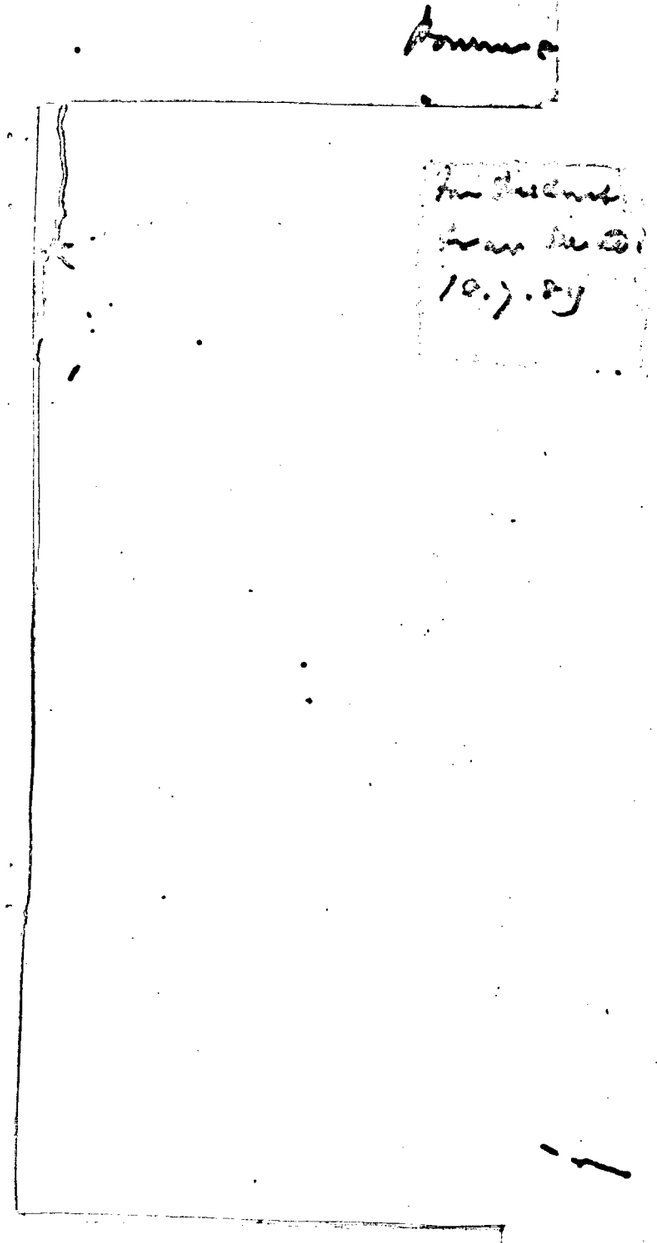
Honored Sir 795

With reference to
your letter of this date
calling upon me to furnish
you with information in
respect to the purchases
&c. &c. made by the Dey. Collec
tor in the Ceded and Conquer
ed Country belonging to the
Honorable East India Compa
ny which have been from time to
time made from the sinking
Fund documents

ndix of which are
to be described given
by you in your letter
These abstracts furnish
all the information you
require and if necessary
I may send for copies
of the documents
themselves from the
Sub Registrars office
I beg to remain
& am most obediently
& Rajapolia Carley
Registrar

P.S. There seem to be
some documents to
the years 1861 1862
1863 1864 and
1865 to be informed
whether you want
to see abstracts of these
also.

M



Statement showing Deputy Collector K. V. Muthuswamy Ayyr's property in land and houses on the 30th July 1889.

30.7.89

85

A. Property in land.

	Names of Village & Taluq.	Wet		Dry		Remarks.
		Acres	Cents	Acres	Cents	
1	Veppadapu Village Melur Taluq.	30	3	24	75.	Total property in hand unsold shown in the Ret. of 1887 after division and in earlier returns. This includes land occupied by buildings
2.	Palamalai Coffee land Palani Taluq.	"	"	38	96	
3.	Dandanaopatti Periakolam Taluq.	94	62	16	90.	Land shown in previous returns as under.

	Wet acres.	Dry acres.
In the return furnished in 1882.	62.	"
" 1883.	19.80.	14.19
1887		6.65
	81.80	20.84
Extent as per this return.	94.62	16.90.
Difference	+.12.82	— 3.94
Net	+ 8.88	

This difference (8.88.) in the total is due to Survey excess. The difference in the areas of wet & dry is due to conversion of some land from dry into wet in the settlement.

4.	Do	Do.	"	"	5	73. Land purchased with Mr. McQuahe's permission for house & garden vide Item 3 under "B Property in houses &c"
5	Do	Do.	"	"	about 13	" Purchased in 1888. for which return has to be furnished this year.
	Total		124	65	about 99	34.

B. Property in houses &c.

	Where Situated	No. of buildings &c.	Description	Probable Value Rs.
1	Madura Town.	1	Terraced house No 9. Thanappa Mudr Agraharam	10,000
2	Do Do.	1	Vacant house site in Gopalakottan Lane.	270
3.	Dandanapalli Periakolam Taluq.	1	Terraced house & garden.	2,500
4	Palamalai Palani Taluq.	3.	Small thatched Buildings	300

J.

Parkunam & Sothy
in hind + known now hdg
admitted & Printed mini &
30,7,89.

18/7/87 c

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
/		1874					1	6	376	231
		16	31							

(Note No I referred to in the letter
being a sale deed for Rs 4200
in Tandikudi Subdt Palamcotta
of 64 3/4 Kulies - on the 6th August
1874 by Nagaswara Aiyar)

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
2		1874					1	6	377	232
		31	31							
				(Note This is a sale deed not mentioned in the letter for Rs 400 of a house and Bungalow in the same village. Executed on the 31st August 1874 by Edward Parvanator)						
				(True copy)		Registrar's Office				

18 July 1879

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
3		1874				..	1	5	403	
									5	
									408	
				(Note This is the copy of sale certificate sent by the court direct to the Registration office referred to in No I)						
					(True copy)	Registrar's Office				

18 July 1879.

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.

1882

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
4	1108 [illegible]	1881	1882	Rs 17500	[illegible]	[illegible]	1	20	306 307	143
[illegible]	Rs 138 - - -	5th	[illegible]	28 [illegible]	[illegible]					
[illegible]		Dec.	10		[illegible]					
[illegible]		27th	22							
[illegible]	(Note No IV / III referred to in the letter leaving a sale for Rs 17500 of 138 guli in [illegible] dated on the 27 Oct 1881 by the Subregistrar [illegible] West Madura.)				[illegible]					
5	[illegible]	1882	[illegible]	Rs 2900-00	[illegible]	[illegible]	1	20	485-298	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				486	
[illegible]	Rs 138 [illegible]	1	29							
[illegible]	(Note No II referred to in the letter leaving a Sale deed for Rs 2900 of one fourth of 138 Gulies in Deva Dasanapatti executed on the 1st Jan 1882 by Kadi [illegible] Mudaliar)									

1883

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
7	1108 Fasli Kist	1882	1883	Rs. 570 by Annual	Lease deed	Dindigul	1	24	54	28
Kodaikanal	Acres 17-5-2	Dec.	Jan.	Rent	Mr.	Sub				
Sub	1106 Fasli Kist	31st	16		Krishnaswami Aiyar	Registrar				
Registrar	6-13-1									
(Note No III referred to in the letter leasing a Sale deed for Rs 570 of Land in Pillai Settai Letbam in Pillai)					Do. Do. Do. Annual Rent of Rs 570 as recorded on the 31st Oct 1882 by Subalingam					
9	1108 Fasli Kist	1882	1883	600 Rows of Jack	Thirumalaswami Naicker	Do.	1	24	56	30
Acres 138	Dec.	Dec.	2 Rows of Pine	Ramaswami Naicker			57			
	1st	1st	Rows of Mulberry	Muthu Naicker						
	22nd	16		Govindaswami Naicker						
				Do. Do. Do.						
(Note a lease deed in favour of Thirumalaswami Naicker of the lands referred to in No 11)										

17/8/88

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
8	[illegible]				[illegible]					
[illegible]	[illegible]				[illegible]	[illegible]				
[illegible]	[illegible]	18th	[illegible]		[illegible]	[illegible]	1	1	391	
	[illegible]	[illegible]	22	Rs 695 [illegible]	[illegible]	[illegible]			to	177
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]			395	
	[illegible]	22	182		[illegible]	[illegible]				
	[illegible]			(Note Lease of 65-15-0 Acres of coffee garden in Palmalai Hills at an annual rent of Rs 695-0-0 for 5 years executed by Palaniyappa Nadan alias Ponnusami Nadan dated 22nd August 1884 & registered as No 1770 of 1884.)						
				(Free copy)						
				2nd July 1889	V Rajagopalachariar	Registrar				

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.

189 [illegible]

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
[illegible]	[illegible]	1885 [illegible] 20	[illegible] 22	[illegible] (On security of certain lands in Devadanappatti by Muttuvirappillai & Ponnanadai dated 20 May 1885 & registered as No. 933 of 1885.)	[illegible]	[illegible]	1	3	321/322	933

(True copy)
Rajagopalu
Regr
26 July 1889

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
10										
	1500-1471, 1505	1886	1886							
	5-10-2									
	1280/1281, 1282, 1319	29	6				1	35	6	385
	36-5-3									
	(Note Security of 5-10-- kulis of punja + 36-5-3 kulis of punja viz devadanapatti by Mutturerappa Pillai + Bommarasai annual dated 29 March 1886 + registered as No 385 of 1886)									
11		1886	1886							
	167	272	282				1	34	293	420
	2-6-3									
	Sale of 2-6-3 kulis of punja for Rs 272 by Vellaya Mannattan dated 27 April 1886 + registered as No 420 of 1886									
12		1886	1886						418	
	1108						1	34	419	652
		15	11							
				(Note Mortgage of some trees + a building site for Rs 75 payable with interest at 9 annas per mensem by Nagaliga Pillai dated 15 May 1886 + registered as No 652 of 1886)						

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
13										
		1886								
		21	23				1	36	477 478	1716
	(Note Mortgage of 4-12-1 huli of garden punja									
in Devadanappatti for Rs 52-8-	payable with interest at 1 per cent per mensem				executed by Nagalingam					
Pillai dated 21st November 1886	& registered as no 1716 of 1886.)									
14										
	1106	6-1-0	1886							
							1	37	191 192	1717
		21	23							
	(Note Sale of 6-1- huli of punja for Rs 475 by Nagalingam Pillai									
dated 21st November 1886 & registered as no 1717 of 1886.)										

(True copy)
26 July 1884. V. Rajagopalachariar
Registrar

17898

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.
15 Madura Talampatta dai. Madura Sub Dt.	No. 10. Terraced house in Danappa Mudaly's agraharam.	6 December 1868.	22nd March 1869.	Deed of sale for Rs 300.	Kaliyana sundaram aiyan Mathusami aiyan	S. R. O Madura	I	14	10	460

(True copy)
V. Rajagopalachariar
Registrar
26 July 1884

Village or place and Sub-District in which property is situated.	Name and description of property.	Date of Execution.	Date of Presentation.	Nature and Value of transaction.	Names of all parties executing and claiming under document or of first plaintiff and first defendant.	Office of original registration.	Register.	Volume.	Page.	Document.

Madura Lampatta dai Madura sub Dt.	No 10 Terraced houses in Danappa mudaly's agra-haram	6th December 1868	22nd March 1869	Deed of Sale for Rs 300	Kalyana sundram Iyen. Muthusamy aiyan	S.R.O Madura	I	14	10	460

Sinc translated & copy

J Grose

30.7.89

	lessee, Palaniappa nadan, alias Ponnusawmy nadan 3. Property registered in the name of the lessee, Palaniappa nadan alias Ponnusawmy nadan										
10 Thevathanapatty, Periaclam Sub district	Wet, Gulies 5-10-2 of nos: 1500, 1471 & 1505 and Dry, Gulies 36-5-3 of nos: 74 7, 1280, 1281, 1282 & 1319	29th March 1886	6th April 1886	Security to Muthusawmy Aiyar for abiding by the conditions of the lease	Muthu Veera Pillai Ponnavadai Ammal Muthusawmy Aiyar	Periaclam Sub-Registry Office	1	35	5/6	385	
11 do.	No 167, dry, Gulies 2-6-3	27th April 1886	28th April 1886	Sale for Rs 9 — — —	Vellia Rowthen Muthusawmy Aiyar	do	1	34	293	420	
12 do.	Five jack trees belonging to land No 1108 and house site, one, situated to the west of Sundaram Pillai's house and to the south of the street lying from east to west; the other, to the south of Chinnasawmi Pillai's house and to the east of Arumasawmy Pillai's house	15th May 1886	11th June 1886	Hypothecation for Rs 75 payable within 30th Ani Sarvajithu with interest at ½ per cent per mensem	Nagalingam Pillai Muthusawmy Aiyar	do	1	34	418 419	652	
13 do.	Garden, dry, Gulies 4-12-1 situated to the south of the dry land of Thirupapa Naidu and to the north of the dry land of Kutchakan Chetty together with a well	21st November 1886	23rd Novr: 1886	Hypothecation till 30th Ani, Sarvajithu for Rs 52-8-0 payable with interest at 1 per cent per mensem.	Nagalingam Pillai V. Muthusawmy Aiyar	do	1	36	477 478	1716	
14 do.	No 1106, Garden, Gulies 6-1-0 and jack, mango, tamarind trees standing thereon	21st November 1886	23rd Novr: 1886	Sale for Rs 475	Nagalingam Pillai V. Muthusawmy Aiyar	do	1	37	191 192	1717	

2 Tandikudi village Palampalai, Periacolam Sub-district	Land measuring 89 Cubits from east to west and 373 Cubits from South to North lying within a stone Compound and situated to the east of the coffee garden which I am have purchased from Nagaswamier, to the South of the road leading to Araiapatty, to the west and North of the Government waste together with the wooden terraced bungalow, tiled house and two stalls situated therein.	August 31st 1874	Sale deed for Rs 400	Mr Edward Sperschneider Muthus awmy aiyar	Periacolam Sub-Registry Office	1	6	377	232
3 Thevathanapatty, Periacolam, Sub-district	No 1108, wet, Gulies 130 - - - - No 1108, wet, Gulies 8 - 0 - 0, situated to the east of Koppai, Anamal and Irungilanai river and to the South of the said river. Right of enjoying half the produce of the 138 Gulies.	19th October 1887	Copy of the Sale certificate issued for Rs 17,500	Madura, Sub. Court, Madura West. Muthusawmy aiyar		1 File	5	403 6 408	

Village or place and sub district in which property is situated	Name and description of property	Date of Execution	Date of Presentation	Nature and Value of transaction	Names of all parties executing and claiming under document or of first plaintiff and first defendant	Office of original registration	Register	Volume	Page
Periakudi, hamlet of Palamalai, Periacolam Sub-district	64 3/4 Gulies of land including the coffee and plaintain trees and vythiyar Suli waste and all kinds of [illegible] situated to the east of the waste land belonging to Mr Edward Spersichneidy to the south of the coffee estate of the said gentleman, to the west of arai-patty road and Government waste and to the north of the road leading to Periacolam.	August 16th	1874 31st	Sale deed for Rs 4200	Nageswara Aiyar Muthusawmy aiyar	Periacolam Sub-Registry Office	1	6	37
(1) Periakudi village Palampalai, Periacolam Sub-district	Land measuring 89 Cubits from east to west and 3736 Cubits from South to North lying within a stone compound and situated to the east of the coffee garden which you have purchased from Nageswarier, to the South of the road leading to Araiapatty, to the west and north of the Government waste together with the wooden terraced bungalow, tiled-roofed house and two stalls situated therein.	August 31st	1874 31st	Sale deed for Rs 400	Mr Edward Spersichneidy Muthusawmy aiyar	Periacolam Sub-Registry Office	1	6	
(3) Thevathanapatty, Periacolam, Sub-district	No 1108, wet. Gulies 130 - - - - No 1108, wet. Gulies 8 - 0 - 0, situated to the east of Koppai, Anamal and Irungilanai river and to the South of the said river. Right of enjoying half the produce of the 138 Gulies.		19th October 1887	Copy of the sale certificate issued for Rs 17,500	Madura, Sub. Court, Madura West. Muthusawmy aiyar				1/16

No	Year for which submitted	Date of submission	Form	Substance & Remarks
				+ 3.5.) Ryots in Thanjavur Division Thanjavur Taluk Acres 5,15 + 4.2 Ryots in the same village given in the Statement for
9	1881	1.2.82	Statement showing lands owned by public servants before entering into Govt Service & acquired after it	Submitted in Trichinopoly. Shows that up to 1881 he had Acres 2.1 + 30.2 Ryots in Pappadapatti, Acres 2.2 of Ryots + 0.86 Ryots in Thanjavur Division + Ac. 82.) 6 of Ryots (Coffee Gardens in Travancore) Also that he purchased in 1882 Ryots + had an Inam patta & intended Acres 1.45 Ryots + 85 Ryots in Thanjavur Division
10	1882	7.4.83	Statement of lands acquired by Govt Servants prior to & after their entertainment in Govt Service during 1882	Submitted in Madura. Shows that Acres 14.3 of Ryots + 1 of Ryots in Dindigul Inam patta were acquired on 1.1.82 & 31.12 No Declaration.
11	1883	9.2.84	Statement of lands acquired by public Servants in their Service as shown below Taluk Madura Dept Jan to Dec 83	Submitted in Madura. Shows that he acquired Acres 0.9.2 & 0.5 Ryots + 0.6.2 of Ryots in Thanjavur Division. No Declarat
12	1884	13.1.85	Same as Form No 1	Submitted in Madura. Not Attested. No Declaration
13	1885	20.9.85	Register showing how lands owned by public servants before entering Service & acquired after it	Submitted in Trichinopoly Shows that Acres 6.65 of Ryots + 50 Ryots were acquired by purchase & Adhishtanam Inam patta Declaration is subjoined

No 5280 of 90.

Extracts of Proceedings of the Board of Revenue Madras

Abstract of Annual Statements submitted by Multipany &c &c

No	Year for wh Submitted	Date of submission	Form or Heading of Statement	Substance & Remarks.
1	up to end of 1863	11.12.63	Statement of lands acquired by public servants prior to & after their entertainment in the Govt Service.	Submitted in Madura. It shows 50 Cawnies Punjah & 53·4·3 Runjah Rs[illegible] of the Inlook of Melur, Cawnies 4·7·1 of Punjah & 8·8 Runjah in Dharmasamam of Shivagunga, Cawnies 3.5.1 of Punjah & 3.3.0 of Runjah in Kaichathamallur of Shivagunga, Cawny 0.2.0 Punjah in Pudukottai of Shivagunga & 1 Cawny of Runjah in Madura is acquired before entering the service (as ancestral property) & 1 Cawny of Runjah in Iramagiri by purchase assigned by Govt as ground after entering the service. The Declaration, "I have not otherwise besides the above either in this District or any other District in which I serve or any other District in which I am subjoined
2	up to end of 1864	15.1.65	Ditto.	Submitted in Madura. It shows that all rights in C. 18.12.0 Punjah & some rights in C 22.12.0 in Rs Rs[illegible] (he explains that this is the part out of the total share in No 1 which fell to his share), C 1.0.2 Punjah & 2.14.3 Runjah in Dharmasamam C 1.1.3 Punjah & 1.1.0 Runjah in Kaichathamallur, C 0.0.3 Punjah & 0.0.3 Runjah in Pudukottai were acquired before entering the service; & C 1.8.2 Punjah & 2.14.3 Runjah in Dharmasamam by purchase, C 1.6.0 Punjah & 2.10.2 by mortgage in the same village - C 1.1.3 Punjah & 1.1.0 Runjah by mortgage in Kaichathamallur after entering the service. No Declaration is subjoined
			ditto	submitted in Madura. It shows no land acquired before 1872 and therefore contains no Declaration
4	1873	not given	Statement showing the lands acquired by public servants prior to & after their entertainment in the Govt Service	Submitted in Madura. It shows Cawnies 0.8.0 of Punjah & 0.8.0 Runjah were acquired in Mar 1873 & contains the Declaration "No lands were acquired besides the above during the year 1873"
5	1874	15.1.75	Ditto	Submitted in Madura. It shows that Cawnies 29.5.3 at Palamalai (the Coffee Estate) were purchased into the possession of the Board on the 16 to & 31st August. No Declaration is subjoined
6	1875	18.1.76	Statement of lands acquired by Public Servants prior to & after their entertainment in the Govt Service, Periyakulam Taluk Madura for 1875	Submitted in Madura. It shows that he acquired no land in 1875 but worked into the possession of C 2.3.2 Punjah & 2.2.0 Runjah in Dharmasamam & Kaichathamallur shown in No 2. No Declaration is subjoined
7	1878	15.1.79	Ditto	Submitted in Madura. It only contains the statement, "No lands were acquired during the last year"
8	1880	No date entered	No heading given in the copy	Submitted in Pachimalai. Original not forthcoming there but to Madura. States that no lands were acquired in 1880. Says, "Newly found lands out of the lands mentioned in the Statement of property furnished on the 15 Jan 1879 in Madura & the lands mentioned in the Statement furnished on the 1st Jan 1880 out of my possession in '80 as shown below" shows C 4....

K

Abstract of Answers
Particulars of Lands agreed
by Justices Servants Instructions
by Inhabitants Depositions
Madam & Parishioners

Statement of lands acquired by judicial [illegible]

[illegible] vacated prior to and after their entertainment under the Govt

Name of officer	Name of official and department	Name of Talook and District in which lands are situated: District	Talook	Village	Aryan or Dravidian	Lands required: Extent: Punjah	Kunjah	Garden	Assessment: Punjah	Kunjah	Garden	Total amount of Assessment	Prior to and after their entertainment under the Govt
						Kuncham a p	a p	a p	Rs a p	Rs a p	Rs a p	Rs a p	
V. Kanthasamy Aiyan 2nd Clerk	Revenue Department Deputy Assistant Collector, Sub Collector, 2nd Class	Jaffna District	Vaddukoddai Talook	The whole Aryan village of Thanjipuram Vayal & Gendal attached to Kattaiyampatty alias Vellapattipu assigned Kaval &c Service of Tirunathan Devasthanam	Aryan	- -	23 4	- - -	- - -	39 1 9	- - -	- - -	Rs
				The whole Aryan village of Kuttalappu Vayal & Gendal & hamlet of the said village	Aryan	50 - -	30 - -	- - -	47 4 7	57 4 4	- - -	- - -	
			Tirunelvely Talook or Uduvil Talook & Chavagacherry	Dharmasanam Neduvathavi village	Dharmasanam	4 7 1	8 8	- - -	- - -	- - -	14 - -	- - -	D
			Yamunasundra Talook Chavagacherry	Kachchathanallur	D°	3 5 1	3 3	- - -	- - -	- - -	5 6 3	- - -	D
				Pudukottai	D°	- - -	2 - -	- - -	- - -	- - -	3 3	- - -	D
			Uduvil Talook	Innanavi village	Aryan	- - -	7 1	- - -	- - -	4 2 2	- - -	- - -	A
			D°	D°	Aryan	- - -	1 - -	- - -	- - -	4 2 2	- - -	- - -	A
						57 12 2	66 1 -	- - -	47 4 7	100 8 3	- - -	19 9 6	

Kuduva
11. 12. 63

The above lands besides the above entered in this Statement are situated in other Districts

(sd) V. Kanthasamy Aiyan
2nd Clerk

...service

When acquired		How acquired	Whether possessed in the land		117
[illegible]	Date of year month and date of the deed				
...fore	7 July 1845	Ancestral property	Of these, 9½ kanis are owned on kudiwaram & melwaram tenure & the rest on melwaram tenure. I am paying tirwah to the Sirkar according to cultivation.		Of this ½ Kawni of lands has been given as gift to Venga Sastrial of Kanttaram village, Manga-Tam taluk, Kumbakonam on the death of my father in 1860
...y	8 October 1850.	Do	I own the whole of ... on kudiwaram & melwaram rights. I pay tirwah according to cultivation of each year.		
...o	No deed	Obtained as gift by ancestors	Both waram &c —		Of this Punjah 1.1.3 & Nanjah 2-2-.. were mortgaged in 1860
...	Do	Do	Do	—	Kudiwaram right was mortgaged in 1861.
...	Do	Do	Do		
...tor	—	By purchase	—		× This land was sold to Krishna Ayyengar of Madura on 6 October 1863.
Do	—	Assigned by Govt.	Both warams		

Rs — 2 = 6 ~~being~~ is in excess of ~~... that~~ ~~greater than by additional~~ ~~entry thereto me~~ in the previous ~~entry~~ accounts it is now entered as corrected (?)

[illegible signature]

Statement submitted to
Collectors Office by K V
Muthus annu Ayer on 11.12.63
showing lands derived as
ancestral property &
acquired up to that date

Declaration made

[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		11	6					14	2	7						[illegible]	45 [illegible]
					[illegible]	18	12	-	11	6		17	14	4	21	7	6				[illegible]	50 [illegible]
						1	8	2	2	14	3							7	8	6	[illegible]	[illegible]
			[illegible]	[illegible]	[illegible]													9	8	3	[illegible]	68 [illegible]
						2	-	-	3	13	2							6	9	-	[illegible]	[illegible]
					-	1	6	-	2	10	2											[illegible]
					[illegible]	1	1	3	1	1								2	10	-	[illegible]	[illegible]
				[illegible]														2	10	-	[illegible]	[illegible]
						1	1	3	1	1												18 [illegible]
				[illegible]	[illegible]	-	-	-	-	-	3							-	1	7	[illegible]	[illegible]
						25	14	-	34	5	2	17	14	4	40	10	1	28	10	4		

[illegible]

Instrument entered to
collectors Office by KV
Mullins Amin Dgw on 11.12.63
showing lands therein as
ancestral property &
acquired up to that date

Declaration made

22/7/69

Statement showing the lands acquired by public Servants prior to and after their entertainment in the Govt. de

Name of officer	Name of office held and department	Taluk and District in which lands are situated				Lands acquired									Total amount of principal	When acq	
						Extent				Assessment							
		District	Taluk	Village	Agraharam	Punjah		Nunjah	Garden	Punjah		Nunjah		Garden		Prior to or after entertainment in the service	Ye Rec ded
						K	A P	K	A P			K	A P				
		Tanjore	Kudavasal Taluk	Anaiyilu yéadal hamlet of Kuppadappur assigned to Anaiyilu Kudi Irai of Tiruvá Taluk Tanjore Devastanam Holy the yendal of which belong Dues.	Inam village	"	"	11	6	"	"	19	2	"	"	Before	7th
				Innithaladappur yéndal hamlet of the said village 3/8ths of which belongs Dues.	Do.	18	12	11	6	17	4	21	7	—	—	Do.	8th
			Tiruvegampatty Taluk in Sivaganga Theny.	Neduvathavi village	Darma Saman	1	8	2	2	14	3	7	3	6	—	Do.	Nidec
						2	"	3	13	2	"	9	8	3	—	After	16.4
						—	6	2	10	2	"	6	9	"	—	Do	16.4
				Kachattanir	Do	7	1	3	1	1	"	2	10	"	—	Before	16.5
						1	1	3	1	1	"	2	10	"	—	after	2.10
				Pudukotai	Do	—	—	—	—	3	"	1	7	"	—	Before	16
						25	14	34	5	2	"	28	10	4			

Note 1.32 acres = 1 Kani

(Signed) V. Ch.

15/1/1869

...ires	How acquired	The right which he possesses in the land	Remarks
...uly 1845.	The pulwaram right was detained on permanent Cultivation from the Pookedar and tanks which was long in disrepair	Of this, 4 3/4 Kawnis are owned on pulwaram and Kudiwaram rights and the rest on pulwaram right.	X
...blue	Do	Both Kudi waram & pulwaram rights.	X
...th the wife	Obtained as gift by ancestors & enjoyed.	Do	X Of this — 6-3 Kawni of punja & — 12-3 Kawni of Nanjah were mortgaged in 1861
...ed jointly 68	By purchase	Do	In this account, the lands mark X came to my possession with reference to the partition deed
68	Mortgage -	Do	accepted on the 6th September 1868 the pulwaram and Kudiwaram
...ed 68	Obtained as gift by ancestors. Mortgage	Do	X Samavayar, my paternal uncle & the son of my uncle & my younger uncle.
...ed	Obtained as gift by ancestors.	Do	X In the statement previous hereto, the said lands have been jointly entered. The past one self acquired property.
...ed	Obtained as gift by ancestors. Mortgage	Do	

~~22/7/69~~ - 2 ~~#~~

Madam,

Patent submitted to Collectors Office by KV Srinivasamurthy on 15.1.69, when he was given Link map of Madam showing lands claimed as ancestral property taken up at that date

Sd/-

(His declaration)

22/7/1879

Statement of lands acquired by public Servants pre

d and after their entertainment in the Govt. Service dur

Name of Officer	Name of office and Depto	Village / Taluk and District in which lands are situated: Distrct	Taluk	Village	Ayan or Inam	Lands a... Extent: Punjah Fani	Punjah Ko	Punjah Ps	Nanjah Fani	Nanjah Ko
V. Ramiah Sami ayyar	Talisildar of Perijakulam	-	-	-	-	-	-	-	-	-

quired Assessment: Punjah Rs Avs Ps	Nanjah Rs Avs Ps	Total amount of Assessment Rs Avs Ps	When acquired: Prior to or after entering this Govt. Service	1 year from date of the deed	How acquired	The right in which he possesses the land	Remarks
- - -	- - -	- - -	-	-	-	-	-

I hereby truly declare that I have not acquired any landed property during the current year. (Inam 1872) ?

(Signed) V. Ramiah Sami ayyar

Talisildar

44173

Inam Commissioner

Inam

2 Aug 79

Quadrum

Statuit autumatis [illegible]
Lectori Ipsius & Ic P
Ministrantis Ipsius an 14.1.):
Illum hic una Tabula duas Ip
Parasolarum Ipsorum Mark Ic
acquirendi sic Land an 18)2

And enthaupt a Declaration
Ministri Illius effect Mark Ic
acquirendi sic Land an 18)2

Statement referred to in Affidavit of [illegible] Matthews sworn [illegible] (Affidavit not given) stating that he acquired a piece of land in the Chuka gorge 3 months ago for Rs 3.

And containing a declaration that he acquired no other land in Rs 3

2/17/89

Statement showing the lands acquired by public servants prior & after their entertainment in the ~~public~~ service

135

Name of officer	Name of office held and department	Taluk and District in which the lands are situated			Ayan or Inam	Lands acquired				Total amount of Compensation	When acquired		Mode of acquisition	What right the right to which the person entitled in the land	Remarks
		District	Taluk	Village		Extent		Assessment			Prior to or after entertainment in the service	4 year 6 months & date of the deed			
						Punjah	Nunjah	Punjah	Nunjah						
						Kani Ma	Kani Ma	Rs As	Rs As	Rs As					
V. Muthusami ayyar	Tahsildar Revenue Department	Tinnevelly District	Srivaikuntam Taluk in Sivagangai Zamindari	Dharmadanam Nerkattanchevilla village	Dharmadanam	— 8 -	— 8 -	— — —	— — —	1 5 0	After	1st March 1873	By purchase	Right of Tudivaram and Kudivaram	

No lands were acquired during the year 1873.

(Signed) V. Muthusami ayyar
Tahsildar.

Seen Exam Calcutta

[illegible]
Dy Secy to Govt

151

1873
Inventaire

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
						29	5	3	-	-	-	28	-	-	-	-	-	-	-	-		1874 ஆம் வருஷம் 31-வது வரைக்கும்			1874 ஆம் வருஷம் 4789 நம்பர் கிராமம் ஒன்றுக்கு

(Signed) V. Muttusami Ayyar.
Tahsildar
15—1—75

(Signed) Muttuthambiah
Sheristadar

(Stamp)

Examined
K Ry 4-2

Examined by Ex Officio Deputy Collector

Examined by Ex Officio Deputy Collector

Examined by Ex Officio Deputy Collector

22/1/69

Madam

I have submitted to the Collector's Office on 15/1/75 a Sale Deed executed by Mr. Venkatesa Ayyar in favour of Peria Karuppa Thevar in respect of land in Pattamadai Village Cheranmahadevi Taluk in 1874

It contains no declaration that the land has been acquired

Yours

22/7/89 87.

Statement showing the lands acquired by pu[blic] Servants prior to and after their entertainment with the Court Service

Panjalankulam Estate, Srivaikuntam 22nd 1874

12 A 2

Name of Officer	Name of Officiated and department	Taluk and District in which lands are situated			Agram or Inam	Lands acquired									Total amount of Years Pay			Allowances acquired		How acquired	The right which the Proprietor has in the land	Remarks.
						Extent						Assessment										
		District	Taluk	Village		Punjah			Nunjah			Punjah			Nunjah					Prior to or after entertainment with the Service	Year Month & date of the deed	
						Kani	M	Ks	Kani	M	Ks	Rs	A	P	Rs	A	P	Rs	A	P					
						K	a	p																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26.
V. Ramier Sami Ayyar	Tahsildar of Periyakulam Revenue Department	Madura	Palni	Palni taluk attached to Panrmaikudi hamlet of Thondaikuri hill village (Lower Pulnis)	Agram	29	5	3	—	—	—	28	—	—	—	—	—	—	—	—	After	16th & 30th August 1874	By purchase	All the rights with the land	Purchased with the same time after the Board accorded in their Proceedings No 4789 dated 16th July 1874.

(Signed) V. Ramier Sami Ayyar
Tahsildar
15-1-75

(Signed) Thatha Iyengar
Shirastadar

(Signed) [illegible]
Collector

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
		1	1	3	1	1	-	-	-	-	-	-	-	2	10	-									
		1	1	3	1	1	-	-	-	-	-	-	-	2	10	-									
		2	3	2	2	2	-	-	-	-	-	-	-	5	4	-									

5
1

1875

2-17-89 37

Statement of lands acquired by public Servants prior to and after their entertainment in the public Department Service. Periyakulam taluk, Madura District - 1875

151

Name of officer	Name of office and department	Name of District & Taluk in which lands are situated: District	Taluk	Village	Ayan or Inams if any	Lands acquired: Extent: Punjah Acres	A.	C.	Nunjah Acres	A.	C.	Assessment: Punjah Rs	A.	C.	Nunjah Rs	A.	C.	Total amount of purchase Rs	A.	C.	When acquired: Prior to or after entertainment in the Service	Date Month & Year of the deed	How acquired	The right which he possesses in the land	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
V. Sundaram Ayyar	Tahsildar of Periyakulam	Madura	Periyakulam	Kallathamun	Ayan	No new lands were acquired in 1875. In the Statement presented by me for the year 1869 the undermentioned lands mentioned therein have gone out of my possession.																			
						1	1	3	1	1	-	-	-	-	-	-	-	2	10	-	Before	Since that period	Both Sundaram & Sundaram	Both Sundaram & Sundaram	This was sold by Annasami Ayyar of Varamanadi on the 13th December 1875 & a deed granted.
						1	1	3	1	1	-	-	-	-	-	-	-	2	10	-	After	October 1868	Mortgage	do	This was redeemed by the mortgagor on the above date & the latter has sold to the above Annasami Ayyar
						2	3	2	2	2	-	-	-	-	-	-	-	5	4	-					

The lands should be struck off the list of lands presented by me

for

(Sd) V. Sundaram Ayyar

Taken

18-1-76

(Sd) Thottathi Vattan

Sheristadar

(Sd) V. Sundaram Ayyar

Tahsildar

(Sd) J. M. Mason

Asst. Collr

~~22/7/09~~ 67

Gradam

Mark & partner to Col/
Lucas's office 3 KV
Military survey Lyons on
18.5.56 showing Mark
Lee as granted on land
in 1855 but land finally
vested freehold of £4.5.2
of land marked on plan 15

Sworn declaration

[illegible] 1878 [illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
[illegible]	[illegible]																								

[illegible]

V. Muttusami ayyar
Tahr.
15-[illegible]-79

[illegible]

157

Madam

I have the honour to inform you that
Collector's Office & Co
Bhattacharji's w/o on 15.1.75
showing that he acquired
no land on 18/8
No objection

2/7/79

Statement of lands acquired by public servants prior to and after their entertainment in the public Service.

in Periyakulam Taluk, Madura District, during 1878.

Name of officer	Name of office and Depth	Taluk and District in which lands are situated			Agent or manager	Lands acquired				Total amount of compensation	When acquired		How acquired	The right which he possesses in the land.	Remarks.
						Extent		Assessment			Prior to and after entertainment in the Court	Year month & date of the deed			
		Distt	Taluk	Village		Acres	Cents	Rupees	Annas						
1	2	3	4	5	6	7	8 9	10 11 12	13 14 15	16 17 18 19 20 21	22	23	24	25	26
V. Kuttusami ayyar	Tahsildar of Periyakulam Taluk Revenue Department					No lands were acquired during the last year									

(Sd) V. Kuttusami ayyar
Tahsildar
15.1.79.

(Sd) Narayana Row
Shirastadar

(True translation)

K. M. Cameron
Collector

Name of officer	Name of office held & Department	Lands situated in: District	Taluk	Village	Nature of Inam	Extent: Pungah	Nunjah	Assessment: Rands	Pungah	Nunjah	Rands	Total amount of purchase	Prior to or after Entertainment in the Service	Year Month & date of the deed	How acquired	Right which he possesses in the land	Remarks
V. Ramthirtasami appar	Ag. Huzur Secretaries Collectors office Trichinopoly Revenue Department	Tanjore	Tiru négam pat Taluk in Suia ganga Enam	Dharma samam Master vatter village	Inam for which quit rent has been fixed												

No lands were purchased in 1880.

The undermentioned lands out of the lands mentioned in the statement of landed property furnished under 16 January 1869 in the Tanjore District and the whole of the lands mentioned in the statement furnished under 17th January 1880 have gone out of my possession in 1880 as per particulars given below:—

Statement for 1869.

Kawni 1-8-2	Kawni 2-14-3	—	—	—	—	7-3-6	Before	Ancestral property	Obtained as gift by ancestors	Both Kudivaram & Melwaram rights	This was mortgaged in February 1880.
2—	3-13-2	"	"	"	"	9-8-3	After	16-4-88 & 30-9-88	By purchase	Do	Sold in the said month
1-6—	2-6-2	—	—	—	—	6-9—	Do	16-4-88 & 11-5-68	Mortgage	Do	Redeemed by mortgagor

Statement for 1880

Acres 5-13-3/4	Acres 4-23/4	—	—	—	—	14-1-9	Do	25-5-79 & 27-5-79 & 13-9-79	By purchase Chastram & Court Auction sale	Do	The whole Acres sold in the said month

Trichinopoly Collectors Office 5 February 1880

Inam Collector

(sd) Henry Lewis Collr

No. 402

Trichinopoly Collector's Office
5th February 1881

From

The Collector of Trichinopoly

To

The Collector of Madura

Sir,

I have the honor to forward herewith copy of statement showing the alterations which have taken place during 1880 in the landed property of V. Muthusámi ayyar &c. Huzur Sheristadar of my office and to request that the entries therein made may be verified by the statement in your office.

I have &c
(Signed) Henry Sewell
Collector

(True Copy)
W. Mansfield
Asst. Collector

22/7/07

Indenture Copy of Patent Grant of Freehold made the 5.2.07 as Patent from Hon. Thomas Francis Byrne Hon. Minister for Lands to Robert Ferguson of Lurgan in the County of Armagh Esquire of the first part Thomas Lindsay Esquire of Belfast in the County of Antrim Esquire of the second part and the Right Honourable Arthur James Balfour of 4 Carlton Gardens in the City of Westminster in the County of London Esquire of the third part

Recorded

Date	Name of Purchaser	Name of Vendor	Description of Property	Quantity	Amount of Purchase Money	Amount of Duty	Date of Conveyance
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 1 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 2 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 3 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 4 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 5 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 6 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 7 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 8 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 9 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 10 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 11 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 12 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 13 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 14 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 15 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 16 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 17 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 18 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 19 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 20 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 21 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 22 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 23 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 24 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 25 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 26 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 27 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 28 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 29 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 30 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 31 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 32 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 33 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 34 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 35 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 36 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 37 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 38 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 39 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th
1887 Feb. 5th	Thomas Henry Sewell	Thomas Henry Sewell	Lot 40 Block 2 Section 2 Township of Strathcona	1	$ 1,000	$ 10	1887 Feb. 5th

Strathcona
Collector's Office
5th February
1887

(Signed) Henry Sewell
Collector

1881 -
(Copy)

82

175 / 9

Trichinopoly. Statement.

1.2.8½ of lands owned by
early Wars Service acquired
afterwards — shows that Muttuswamy
Iyer had ancestral land in Ve
dapadi &c., Dharmasasanam &c
that he acquired 45 cents of
punjah + 96 cents of Gramapath
by Purchase & Heirship (There
is contradiction) in villages of
Shivangiri in 1881, + 62 cents
Devadanapatti.
The proper Declaration
submitted.

Statement showing lands ~~acquired~~ owned by public servants before entry into public service and after acquired

Name of officers	Designation of officers Department	Village, Taluk & District where land is owned	Nature of property	Land Acquired: wet or dry	Extent: Acres	Extent: Cents	Assessment or quit rent	When acquired Before entering public service or after	How acquired: Date of document	How acquired: By gift, purchase, mortgage &c	Right in land Single varam or both varams	Remarks.
1	2	3	4	5	6		7	8	9	10	11	12
							Landed Property up to 1880					
V. Tirthagiri Aiyar S/o Arunachalam Aiyar, Tirthagiri Aiyar S/o Thuyar Sheriar, Tirthagiri Aiyar		my half share of Mailendal (land under) in Veppadappa village, attached for merkaval service in Devastanam at Tiruvadur, melur taluk Madura Dt.	Inam	wet	15	1	19 2 7	Acquired by ancestors	7.7.45	Permanent owrle	Melvaram alone in some, and melvaram & kudivaram in others.	I got it in the partition between Coparceners in 1868. It included in the account I gave in Madura District on 15th January 69.
		my 3/8 share in Mudalaban-pu gundal in the above Veppadappu village	Do	wet	15	1	21 7 6	Do	8.10.50	Do	Both kudivaram & melvaram.	
				dry	24	75	17 14 4					
		Darmasanam Seduvattur village, Tirumbattur Taluk, Shivaganga Zemindari.	Inam	Dry	2	2	7 3 6	Do	wholly own (mistake for old ownership)	By gift by ancestors	Do —	Included in the above account. Brought forward in February 80. this fact is noted in the account given in this Dt on 2nd Feby 1881.
				wet	3	86						
		Palamalai, hamlet of Tandrkudumalai, Palam Taluk, Do Dt.	Ayen	Dry coffee garden	38	76	28 . .	After. Never Purchased as per Boards Sanction dated 16.7.84 No 4789	16.8.74 & 31.82	Purchase	Do	Included in the account given on 15th Jany 75.
		Total up to the end of 1880 —			99	41						
				Purchased in 1882								
		1/8 pangu in Darmasanam Seduvattur village Tirumbattur Taluk Shivaganga Zemindary Madura District	Inam	Dry	0	45	1 9 8	Accrued to my share my aunt deceased this year (something omitted).	Acquired by ancestors	obtained by reason of heirship	Both varams	
				wet	.	86						
		1/2 Kombai near the mountains, in Devadanapatti village, Peraiyur Taluk, Madura Dt.	Ayen	wet	62	.	223 12 7	After	obtained possession by Court's sale Cer. dated in Feb 1881		Do.	I declare that this includes all the landed property I possess up to end of 1881

True translation
(Sd) A. Arunachalam
Asst Sir

1—2—82 Trichinopoly

(Sd) V. Muttusami Aiyar
Asst Sir

20/7/89 [illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		19				69 11 2		[illegible]	1.1.82
						14 3			15 - 10					31.10.82
						14 3	19		15 - 10		69 11 2			

(Signed) V. Muthusami ayyar
Tahsildar
7-4-83

(True Copy)

[illegible signature]

22/11/82 9/10

Madam

Patent advocate to
Court office of K V Patel
has sent for an Order of
Possession on 7.4.83
stating that he purchased
Acres 33·3 of land
Deed and updates on
1.1.82 & 31.10.82
No declaration

DG

22/7/89

Statement of lands acquired by public Servants prior to and after their entertainment in the Govt. Service during 1882.

Name of officer	Name of office and department	District and Taluk in which lands are situated: District	Taluk	Village	Fasli or Amli year	Lands acquired: Extent: Punjah Acres	Punjah Cents	Nunjah Acres	Nunjah Cents	Assessment: Garden	Punjah	Nunjah	Garden	Total amount of Assessment	When acquired: Prior to or after entertainment in the Govt. Service	Year month & date of the deed	How acquired	The right which he possesses in the land	Remarks
						—	—	69	—	—	—	69	42	—	After	1.1.82	By purchase	Both warams.	
V. Muttusami appar.	Tahsildar of Srirangam Revenue Department	Trichinopoly	Srirangam	Ariyaloor		14	3	—	—	—	15	—	10	—		31.10.82			
						14	3	19	—	—	15	10	69	42	—	—	—	—	

Signed V. Muttusami appar
Tahsildar
7.4.83

(Seen his letter)

...ainted Servants in the Tirumangalam Taluk, Madura District from January to December 1883.

...ed			When acquired		How acquired	The right which he possesses in the land.	Remarks.
...essment							
Name	Guardian	Total amount of Peishcush per	Prior to or after entertainment in the service	Year, month & date of the deed.			
Rich?	Rich?						
11	12	13	14	15	16	17	18
		1 5	After	No deed.	The prosperity of my deceased step mother fell to my share in 1883.	Both the Warrams.	

(Signed) V. Arunachalam Aiyar
Tahsildar
9.2.84.

22/7/09

Statement of lands acquired by Income

Name of Officer	Name of Officials and departments	Taluks and District within which lands are situated				Lands acq			
						Extent			A
		District	Taluk	Village	Ayan or Inami -yam	Punjah Acres	Manjah Acres	Garden Rani	Punj Rs. A
1	2	3	4	5	6	7	8	9	10
V. Inam ayyan	Tahsildar Revenue Deputy	Madura	Srirangam pattu Taluk Srirangam Tirumudai	Dharam Samam Nadu within village	Inam	9 2	6 2		

8 X

[illegible] [illegible] 62

[illegible]	[illegible]	[illegible]				[illegible]			
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	2	3	4	5	6	7	8	9	10
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	92	6	-	-

Statement of lands acquired by public servants prior to and after their entertainment in the Government Service for 1884.

Name of Officer	Name of Office and department	District	Taluk	Taluk and District in which lands are situated	Lands acquired: Extent: Name of village	Extent: Acres or Guntas	Extent: Punjah Kawni	Extent: Nanjah Kawni	Extent: Garden Kawni	Assessment: Punjah	Assessment: Nanjah	Assessment: Garden	When acquired: Prior to or after entertainment in the public service	When acquired: If prior, length of time elapsed after	How acquired	The rights which the Government in the land	Remarks
V. Kunthuswami Ayyar	Taluk Office Ramnad Establishment																

No new lands were acquired during 1884.

(Signed) V. Kunthuswami Ayyar
Taluk Sheristadar
13-1-85

(True translation)

H M
Head Clerk

13

Zuchinopoly. Statement of lands owned before and acquired after the passing of the Matters Act 1907 as shown on S.65 of 1907 but not acquired by purchase and Lewandowski after 1906. It does not show land acquired before and after the Survey. There is no declaration

Not included in the Statement for Parish 1295 or 1296 or Summary Report

Register showing the lands owned by public servants before entering service and acquired after it

Name of officers	Designation of office and Department	Village, Taluk and District in which land is situated	Survey number or Name	Land acquired			When acquired Before entering service or after	How acquired		Right in land one varam or both varams	Remarks
				Description dry or wet	Extent	Assessment or quitrent		Date of document	Sale, Gift, Partition or Exchange		
1	2	3	4	5	6	7	8	9	10	11	12
V. Muthusami Aiyar	Revenue Dept. Temp. Dy Collr Trichinopoly	Devadanapatti. Perakolam Taluk Madura Dt	for 6	Wet	0-80	2-13-0	After	On Sirkhat in 1886		6. the rights	
				Dry	2.36	2-6-0	Do	Do		Do	
				Do	4.29	3-6-0	Do	In 1886 Exact date not known as Sirkhat did not exist here	Purchased	Do	
				Total dry	6.65	5-12-0					
				Total	7.45	8.9					

(Sd) V. Muthusami Aiyar
Temp. Dy Collr
28/9/07

(True translation)

Chief Accountant to the Govt
Revenue Board
1907

L

L_1. Plaint in suit $\frac{\text{No 99}}{1878}$ of Muniyappa Pandigal

L_2. Judgment of the Muff in ditto

L_3 Extracts from the judgment of the District Court Madura W in an appeal from the above suit.

L_4 Extracts from the judgment of the same Court in two allied suits $\frac{\text{No 99}}{1878}$

The above were filed by the Court. Muttusami Iyer produced

L_5 Copy of deposition in suit No 99 of Rajeswaran

L_6 do of Srinivasa

L_7 do of Sokkanadai Pillai (all taken by his vakil)

Note They seem to be genuine

14
Ollr. 5880/90.

III That the Defendant remains in the Enjoyment of the Family and has been managing the Family affairs

II That the under mentioned Judgments were the same in the Court of the District Munsif of [illegible] original

[illegible]

Particulars regarding the immoveables under column 6 of Sec 5 of Act VII of 1870

Zemindari (Permanently settled estate or any portion of it)	2. Ryotwari (Permanently settled estate or portion of do	
If a Separate assessment has fixed in the Collector's Register, the payment the made every year (A)	If a Separate assessment has fixed in the Collector's Register, the payment to be made every year (D)	3 3
If there is no such Separate assessment, the market value (B)	If there is no such Separate assessment, the market value (D)	
3. Inam (Exempted from assessment or assessed with a fairable quit rent)	4. Other kind of immoveable.	
Income of the land realized in the Fasli previous to the date of the filing of the plaint or	If a house or garden As market value (E)	1 15
If the income cannot be ascertained, the Market value of similar land. (C)		

Plaintiff — Alaga Pillai son of Muthu Pillai residing

Defendants - 1. Solaimalai Pillai son of Kuppa Pillai
residing at Milmangalam V the above taluk

3. Sennappa Iyer, son of Thandapani residing
in the said village and Andipatty

4. Arasa Pillai residing in Milmangalam
of the said taluk

5. Multhusamy Ayyar, Tahsildar of Dindigul

6. Kaluvan Chetty residing in Vadigi Patty
hamlet of Thamarakkulam, Periyakulam taluk

7. Venga Iyer

Under Section 50 of the Civil Procedure Code,

Alaga Pillai, the above named plaintiff states as follows:

1. That his paternal grandfather Ramasamma Pillai
2. Kuppa Pillai father of 1st defendant (2) Vellia Pillai (3)
and Adhigari Pillai (4) were brothers

2. That they were undivided and died at the respective
Vellia Pillai, Adhigari Pillai & Ramasamma Pillai died
about 50, 40 and 35 years ago respectively. That 1st
Defendant's father Kuppa Pillai and Plaintiff's father
Muthu Pillai died about 20 years ago within a few

Particulars of property

I No 1125, wet, Gulies
in Kilmangalam village, Pencalam
taluk, situated to the east of the small
channel running from south to north, to
the south of the drainage channel stretching
from east to west, to the west of the wet lands
of Kamppande and to the north of the small
channel flowing from east to west.

II No 1187, wet, Gulies
situated to the east of the little channel
stretching from east to west, to the south
of the wet lands of Kamppande, to the
west of the wet lands of Marimuthu
Annachellam and to the north of the
lands of Arivaramuthukamppande.

III No 1232, wet, Gulies
situated to the east of the small channel
stretching from south to north, to the south of
the wet lands of Palani Kumara Pillai,
to the west of those of Siva Sankaran Nair
and to the north of those of Kamppande

IV No 1146, wet, Gulies
to the south of the wet lands of Kamppande
to the west of Perumal inam land, to the north
of the wet lands of Patchaiyappa and to the
east of the small channel

V No 1274, wet, Gulies
situated to the south of Patchaiyappa's wet lands,
to the west of the small channel stretching
from south to north, to the north of the wet

VI No 1374, wet, Gulies — 1—9—3

Situated to the south-east of the bank of Velluvan tank to the east of Ramasamy's wet lands and to the north of the channel lying east-west.

VII No 1415, wet, Gulies —

Situated to the east-west of the channel lying north to south-west, to the south of the wet lands of Karuppande and to the north of those of Kanny Vadamalai

VIII No 1484, wet, Gulies

Situated to the west of the channel lying east-north to south, to the north of the wet lands of Kamppande and to the east of those of Agi Sundaram and to the south of those of Narasimma

IX No 596, wet, Gulies

X do 870 do

XI do 1556 do

XII do do do

XIII No 1691, wet Gulies — 1—1—2

Situated to the north of the wet lands of Punakuran chetty Pillai, to the east of those of Erumalai Nadan Patty Thottam chetty, to the south of Sivaran patty limits and to the west of the wet lands of Alagan Sanny Nadan

XIV No 1603, wet, Gulies — 4—15—3

Situated to the north of the wet lands of Raman Ambalagaran & Lattiskamppan, to the east of those of Baskarien, to the south of the limits of Melmangalam and to the west of those of Valla Alagin Sanny Nadan

XV No 22 Wet, Gulies — 1—3

Situated to the east of the wet lands of Erumalamudan Patty Thottam chetty, to the south of those of Main Nadan to the west of those of Alagiri Sanny Nadan and to the north of Kilmangalam limit

XVI Nos 84 & 85, Dry — 1—9—3

in Komatchipuram village of the said taluk, situated to the south of the land of Ponnambalam Pillai, to the east of those of Venkima Pillai & Kuppa Pillai, to the north of those of Kuppa Pillai and to the west of Adai

XVII No 599 & 600, Dry, Gulies —

in Melmangalam of the above taluk Situated to the west of Thenmalai Kalimuthu Pillai's dry land, to the north of those of J. Ramia Pillai, to the east of those of Sundara Sastry and to the south of Pambattan channel

XVIII Nos 868, 889 & 902 Dry, Gulies — 3—4—2

Situated to the west of Kombai road to the South of Varagaramey to the east of the Paraiahs' burning ground and to the north of the lands of Ammanbalpalli Pillai & Ilyamberumal Pillai

XIX No 902, Padugai, dry, Gulies — 7—1

Situated to the east of Kombai road to the north of Odai, to the west of the roads used by people for taking water and to the south of the Curnum's main lands

XX Nos 1157 & 700, Kalvanpottal, dry — 9—12—

Situated to the east of the road leading to the place frequented by washermen to the south of the dry lands of Kirkbatla Muthu Sundaram Pillai, to the north of those of Kalasty Eswaran and to the west of a small channel

XXI. No 481; wet. Gulies — 14—2

in Navana Kulambinnum Situated to the north of Alagu Iyem Perumal Pillai's wet lands, to the east of a Small channel to the South of the wet lands of Veltyien and Venkatachellum chettiar and to the west of a Small channel

XXII No 411, wet. Gulies — 14—2

Situated to the north of Pattinadan's dry lands, to the east of a small channel, to the South of Tayumana Pillai's wet lands and to the west of a Small channel

XXIII No 411. wet. Gulies — 6—

Situated to the north of Kilmangalam limit to the east of a small channel, to the South of the wet lands of Narasimman Servai and to the west of a small channel

XXIV No 1070, dry Gulies — 6—

Situated to the east of the road, to the west of the dry lands of Alagu Iyem Perumal Pillai, to the South of the backyard of Arunachalam Pillai and to the north of the dry lands of Seeni Rathinam

XXV Nos 673, 674, Kalvanpottai Gulies — 3—8—3

situated to the east of the dry lands of Sundarapandiem Sultan, to the north of those of Arunachellam & Thanthirayar to the South of Varaganathe channel and to the west of the dry lands of Kanappan Ambalgaran

XXVI No 411. Wet. Gulies — 4—3

Situated to the north of the wet lands of Mahalingam & Veerabadran to the east of those of Kanappanna Pillai & to the South of the branch channel and to the west of a small irrigating channel

XXVII No 411. Gulies — 5—

Situated to the [illegible] of the wet lands of Vellyan & the

XXVIII No 411. Wet. Gulies

situated to the north of Chockalingam lands, to the east of the small irrigating channel lying in the north, to the south of the wet lands of V. Kanappa Pillai

XXIX No 411. wet. Gulies — 14—2

Situated to the north of the wet lands of Vellian and Kanappa Pillai, to the east of the small irrigating channel lying in the north, to the South of Rengan chetty's wet lands and to the west of a Small irrigating channel

XXX No 411. wet. Gulies

Situated to the north of the wet lands of Alagin chetty, to the east of a small irrigating channel, to the South of the wet lands of Adiyarthillam and to the west of a small irrigating channel

XXXI No 411. wet Gulies

situated to the South of the wet lands of Chockalingam, to the east of a Small channel, to the South of the wet lands of Alagin chetty and to the west of a Small channel — 2

XXXII No 411, wet. Gulies

Situated to the north of the wet lands of Palaniyan-gan nadan, to the east of a small channel to the south of the wet lands of Pethy nadan and to the west of a Small channel

XXXIII No 406 wet. Gulies — 9—2

situated to the north of the wet lands of Palayan nadan to the South of the wet land

XXXIV No 411. wet Gulies — 5 —

Situated to the north of Selamalan Pillai's wet lands, to the east of a small channel, to the south of Vellyan's Chetty's wet land and to the west of a small channel

XXXV No 411. wet Gulies 4 —

Situated to the north of Vellyan Chetty's wet lands, to the east of a small channel, to the south of the same channel and to the west of a small channel

XXXVI No 411. wet Gulies — 2 —

Situated to the north of Kilmangalam limit, to the east of Petta nadans wet lands, to the south of the wet lands of P. Subba nadan and to the west of those of Chockalinga nadan

XXXVII No 1070, Paduvai, dry, Gulies — 2 —

situated to the east of the roads to the west of the dry lands of Ayyan Perumal Pillai, to the south of Ariathamby Pillais back yard and to the north of the dry lands of Veera Raghavia Pillai

XXXVIII Garden. dry Gulies — 4 —

situated to the south of the road lying from east to west, to the west of the Melmangalam house, to the east of the Odai and to the north of the dry waste

XXXIX No 1776 dry & No 1584 wet Gulies 12 — 1

XL Southern part of the Coffee garden Gulies 64 — 12 — 1

lying on the Palamalai hills of Thandikudi village Palni taluk and situated to the east of the above hills, to the south of the road leading to Vilpatty, to the west of the road leading to Araiapatty and the govt. waste and to the north of the road leading to Periakulam

XLI Gulies — 2 —

within the said boundaries, lying to the east and of

XLII

Northern portion of the Garden Gulies

situated within the said limits

XLIII Gulies — —

lying to the northern side of the garden

and situated within the said limits

Total extent garden & garden land 2 11 — 3 — 1

Plaintiff's half = Gulies 105 — 9 — 2

XLIV

A thatched bungalow valued at Rs 50

situated within the boundaries as above

XLV House at Melmangalam village

Periacolam taluk measuring 45 feet

from east to west & 48 from South to

North together with the mud terrace

tiled verandah and a back yard measuring

15 feet from east to west & 15 from South to north

in the said plot, estimated at Rs 120

Situated to the east of the road lying from

South to north, to the South of the road

and Pattinayee temple, to the west of

the houses of Thirumalai Kolundu Pillai &

and to the north of Sandanam Pillai's house

XLVI Mud terraced and thatched houses

measuring 42 feet from east to west and 45

from South to north valued at Rs

Situated to the east of Saminatha Pillai's house site

to the South of the back yard of Karia manickam Pillai,

to the west of Palaniyandi Pillai's house site and

to the north of the road lying from east to west.

XLVII

XLVII House site measuring 33 feet from east to west and 21 feet from south to north worth Rs 5 — —
Situated to the east of the road leading to the well, to the north of the road lying from east to west, to the west of the road and to the south of the well.

XLVIII Garden measuring 24 feet from east to west and 15 from south to north worth Rs — 8 —
Situated to the north of Sabapathy Pillai's garden to the east and south of the road and to the west of Saminatha Pillai's garden

XLIX A tamarind tree worth Rs — 7 — —
lying to the north of the road leading to east to west and to the south of Kanappanna Pillai's garden

Details of moveables

L A pair of Gold earrings (worn by the wife) worth Rs 5 — —

LI do do bracelets (as an ornament) worth Rs 5 — —

LII 2 Gold neck garlands (worn by the wife) worth Rs 2 — —

LIII 1 Brass Kolam worth Rs — 5 — —

LIV 1 Brass Thavalai worth Rs — 2 — —

LV 1 Brass Chombu worth Rs — 8 — —

LVI do Bohini worth Rs — 2 — —

LVII 1 Bell metal Vaddi worth Rs — 2 — —

LVIII 1 do Cup worth Rs — 1 — —

LIX 1 do Chembu worth Rs — 8 — —

LX 1 do Pot worth Rs — 4 — —

LXI 1 do small Pot worth Rs — 2 — —

LXII Two bullocks valued at Rs 70 — —

Total Rs 70 — —

For Plaintiff's Share Rs 35 — —

I solemnly declare that the facts stated above are true, to my knowledge.

Signed Abya Pillai

witness (signed 'Walter Andrews')

The above witness was examined on 18th December 1878.

The Plaintiff signing the declaration

(Signed)

18th December 1878.

Municipal Court affixed.

True translation

J Eyre

8.8.89

Original no 898 of 1878 on the file of the District Munsif Court, Dindigul.

Plaint

Plaintiff- Alaga Pillai

Defendants- Solamalai Pillai & 6 others

Plaint — 1
Vakalat — 1

For the amount Rs 42-12-0 and Rs 2-12-0 (letter for notice to 2nd) stamp has been affixed

Dindigul D/t: Munsif Court.

Present— Syed Ibrahim Mustapha Sahib avl: D/t Munsif

original no 898 of 1878

Plaintiff ——— Alaga Pillai

Defendants —— Solamalai Pillai and 6 others

Judgment

Plaintiff sues for a judgment directing the delivery by Defendants of his half share of the properties numbered 1 to 49 and by 1st Defendant of his half share of those numbered 50 to 62 or their cost Rs 35 and the payment by the Defendants of the mesne profits accruing on them from the date of plaint to the date of delivery on the grounds that plaintiff's paternal grandfather Ramasamia Pillai, 1st Defendant's father Ruppa Pillai (2) Vellia Pillai who was issueless (3) and Adighari Pillai were brothers; that these lived undivided; that these and plaintiff's father died within a few days of each other; that for about the last 20 years, 1st Defendant, remaining as the head of the family has been managing its affairs; that the properties mentioned in the plaint are either the ancestral properties of the plaintiff & the 1st Defendant or those acquired from their proceeds, that his repeated requests to 1st Defendant from January 1876 for a division of his half share

have not been complied with; that Defendant 2 was made a party to the suit as he is enjoying property numbered 49, 3 as enjoying those numbered 18 & 19, 4 as enjoying 16, 5 as enjoying 40, 41 & 44 and 6 as having attached properties numbered 13 to 37, 43 & 47 & those numbered 45 to 49.

2. 1st Defendant does not contend.

3. 2nd Defendant contends that plaintiff had left his family and has ling been living independently, that the properties marked 42 & 43 are neither the ancestral properties of the plaintiff nor acquired from their proceeds; that those marked from 40 to 43 are the coffee garden measuring 129-8-3 Gulies; that the 1st Defendt had purchased it for himself in 20th July 1867 for Rs 400 from its owner, Mr Sperschneider; that for Rs 1000 borrowed of him by the 1st Defendant for improving it, 16-3-0 Gulies in property no 42 were conveyed to him by 1st defendant on 7th September 1875 by a sale deed; that he is accordingly enjoying them; that the property no 43 was subsequently sold by 1st Defendant to the said gentleman, that when these were again sold for the Abkari arrears due to this gentleman, he purchased it at auction for Rs 35 & 0 & that to evade his claims and deceive him, 1st defendant has set up plaintiff to bring in this suit and his minor son to bring another in no 879.

3rd Defendant contends that 1st defendant had borrowed of him Rs 800 for repaying the debts incurred by him for improving the coffee estate and for family expenses; that for the said amount plaintiff and 1st Defendant had under a mortgage deed conveyed the properties nos 18 & 19 on 8th October 1877 to him; that he is consequently enjoying them; that the 1st Defendant further took Rs 200 from him on 25th June 1878 for his family

4th Defendant contends that properties 3 & 15 are not the ancestral properties of the plaintiff; that for the Rs which 1st Defendant took as head of the family & borrowed of him for the family expenses, the said properties were mortgaged to him under a deed dated 23rd July 1878 and that he is accordingly enjoying them. 1 & 2 & 3

5th Defendant contends that properties nos 40 & 44 are neither the ancestral properties of the plaintiff nor acquired from their proceeds; that the description in the plaint of no 40 as coffee estate measuring 64-12-1 Gulies and no 41 as 15 Gulies is a mistake; that the 15 Gulies of no 41 is included within 64-12-1 Gulies of no 40; that when the 1st Defendant purchased the above coffee estate they were overgrown with Shrubs; that for clearing these and improving the estate with coffee plantations, 1st Defendant contracted considerable debts from several persons; that for liquidating them, 1st Defendant charged 64-12-1 Gulies of land in no 40, which are shown in the plaint as nos 40 & 41 to Nageswarier for Rs 4000 on 29th April 1876 under a Sale deed; that on 16th August 1876 he purchased it from Nageswarier for Rs 4209 under a Sale deed and had spent about Rs 7000 for its improvement; that the land also marked 44 was also purchased by him from its owner Mr Sperschneider for Rs 600 on 31st August 1876 under a Sale deed and that he has been enjoying these properties.

6th Defendant contends that properties 15, 16 & 17, 21, 22, 23, 24, 33, 45 & 46 are the acquisitions of the 1st Defendant's father, that nos 13, 14, 25 to 36, 38, 39, 42, 47, 48 & 49 are the self acquisitions of the 1st Defendant; that [illegible] balance of 600 Rs struck against 1st Defendant at the

the settlement of his accounts in connection with the loans raised by the former for improving the Coffee estate of 25 pulies of land which is a portion of the Coffee garden no 62 were hypothecated to him; that the 1st Defendant further took from him Rs 400 for his family expenses payment for which he executed another document in his favour hypothecating properties nos 13, 14, 15, 21, 22, 25, 26 & 36 & as these amounts were not repaid, he sued 1st Defendant in original no 295 of 1878 on the file of this Court and that in execution of the decree against the hypothecated properties he has caused the said properties as well as his other properties to be attached [illegible] 4th Venguidyen of Periacolam was added as the Defendant as requested in the petition presented on plaintiff's behalf on the ground that he has purchased at auction certain portion of the properties in no 63.

4th Defendant contends that property no 43 is the self acquired property of the 1st Defendant; that after it was sold by the 1st Defendant to his Sporshinder, the latter hypothecated it to him for Rs 1000 & interest; that on his suing in original no 60 of 1876 on the file of this Court against the hypothecated property, he obtained a decree rendering 2/3rds of the said property i.e 16-3-6 pulies liable to his debt; that in the Sale Conducted for realising the decree amount, he purchased it for Rs 1415 and that the property no 43 is situated to the north of the 5th Defendant's garden and not at the northern most end as stated in the plaint.

6. Documents filed in plaintiff's behalf

A. Cadjan sale deed of 1st June 1821 said to have been executed by Siva Rama Pillai in favor of Kuppa Pillai, 1st Defendant's father showing that ½ Karaale land in Kilmanagalam was sold for Rs 200 from [illegible] no 25 to 2nd Fanams

B. Receipt of 7th October 1861 obtained by 1st Defendant for Rs 3-15- the tax paid by him for the four quarters of the above year.

C. Receipt of 7th May 1862 for the tax of Rs 1-15-9 paid by 1st Defendant for the 3rd quarter ending 31st July 1862

D. Cadjan sale deed dated July 18[illegible] executed by [illegible] Iyer to 1st Defendant's father granting over to him [illegible] land for Rs 500 in lieu of the ½ Karaale land sold.

E. Unstamped Cadjan document of 12th Septr [illegible] said to have been executed by Alagan Iyer to 1st Defendant's father and plaintiff's father saying that the purchase money was paid off

F. Unstamped Cadjan sale deed of 28th Octr 1847 said to have been executed by Karatti Nadan to 1st Defendant's father to the effect that the garden at Nelnangalam village was sold for 2 Poons & 7 fanams.

G. Unstamped sale deed of 29th Octr 1842 said to have been executed by Kitchanna Nadan to the 1st Defendant's father showing that a tobacco garden in the above village was sold for Rs 14

H. Patta issued in F 1264 to 1st Defendant's father for the land purchased by him from Siva Rama Pillai

I. Patta issued in F 1266 in the name of the 1st Defendant for the lands shown in the sale deed obtained from Alagan Iyer

J. Patta issued in F 1267 to 1st Defendant for the said land

K. Patta issued in F 1267 in the name of 1st Defendant's father for the lands in dispute in Silavarpatty village

L. Patta issued in F 1266 in 1st Defendant's father's name for the said lands

M. Patta issued in F 1267 in 1st Defendant's name for the said lands

O Patta issued to 1st defendant's name in f. 1255 for the land in dispute in Kanatchipuram village

P Patta issued in the name of the said defendant in f. 1266 for the said land

Q Patta issued in 1st defendant's name in f. 1270 for the land in dispute in Mēlmangalam village

R Patta in 1st Defendant's name for f. 1281 for the same land in respect of the said lands.

S Issued by Peria Colam Tahsildar to 1st defendant regarding a levy of tax of Rs. for the year ending 25th Nov 1867

V Receipt dd 17th Decr 1869 for the said tax paid by 1st Defendant

V Notice dd 10th Nov 1870 sent by the above Tahsildar to 1st Defendant after fixing a tax of Rs. 19-8-- for the year ending 31st December 1871

W Receipt dd 11-1-71 for payment of the said tax by 1st defdt.

X Letter dd 22-11-1872 written by Krishnasawmy Aiyar a Vakil of this Court to 1st defendant & Plaintiff in connection with a suit

Y Patta in 1st defendant's name for f. 1238 for land in dispute in Kanatchipuram village

Z Patta issued in 1st defendant's father's name for f. 1245 for land in dispute in Mēlmangalam village

A A Patta issued in f. 1268 in the name of the above person for the said lands

B B do do in f. 1266 do do

C C do do in f. 1265 for the lands in dispute in Kanatchipuram village

D D Authenticated copy of the Razeenamah dd 6th August 1835 made in No 170 of 1834 on the file of the Pandits' Court to show that 1st defendant's father & plaintiff's grandfather lived undivided and that they had ancestral property

E E Authenticated copy of Judgment dd 22-1-1873 passed in

defendant and Plaintiff were entitled and that documents exist in the name of the Plaintiff's father

F F Copy of the decree of the said date in the said suit

Exhibits filed by Defendants 2 to 7

I Registered Mortgage deed dd 8th Octr 1872 executed by 1st Defendant and Plaintiff in favour of 3rd Defendant as per entries 18 & 19 in the plaint

II Registered hypothecation deed dd 3rd March 1875 executed by 1st Defendant to 3rd deft against Nos 18, 19 & 20.

III Authenticated copy of petition dd 5th June 1875 put in by 1st Defendant to which is annexed to the Collr of Madura in connection with the coffee estate

IV Public copy of the deposition dd 22nd July 1875 given by the above Vakil before the Pahmi Tahsildar in connection with the said petition

V Public copy of the sale deed dd 20th February 1867 showing the purchase of the coffee estate by 1st defendant from the Sparshneiks for Rs. 400.

VI Public copy of the document dd 19th March 1870 executed by 1st Defendant in favour of Raman chetty hypothecating the coffee garden in dispute for Rs 1881

VII Registered deed dd 7-4-73 executed by 1st defendant to Nagalu chetty hypothecating the above coffee garden for Rs 2200, the deed being got back after the liquidation of the debt from the sale proceeds of the coffee garden

VIII Copy of the sale deed dd 29th April 1874 executed by 1st defendant to Nageswarier whereby half the coffee garden called 64-12-- Sulies was sold to the latter for Rs 4000.

IX Registered document dd 25th June 1878 executed by 1st defendant to 3rd defendant hypothecating

X Registered hypothecation deed dd 11th December 1876 executed by 1st Defendant to the Defendant for R 600

XI Copy of the sale deed dd 21st December 1877 showing the purchase by 1st Defendant of certain wet, dry land & gardens in Kellal Kuppam village for R 500, not shown in the plaint

XII Registered sale deed dd 16th August 1876 executed by Nagaswamier in favor of the Defendant conveying the Coffee garden marked as No 43 for Rs 420

XIII Public copy of the plan dated 26th June 1874 showing the division of the coffee garden in dispute bearing 5 different shapes

XIV Registered deed of agreement dd 7th Sept 1875 whereby 1st Defendant has sold 16-3-0 Cubics of land in the coffee garden in dispute No 42, to 2nd Defendant for R 1000

XV Registered deed of hypothecation dd 1st May 1876 executed by 1st Defendant in favor of the 6th Defendant for Rs 400

XVI Registered deed of hypothecation dd 23rd July 1878 executed by the 1st Defendant in favor of the 6th Defendant for R 200 on the security of lands nos 1345

XVII Letter dated 3rd May 1867 written by Mr Spencheuler to Ellicheity in connection with the purchase of the coffee garden in dispute by 1st Defendant for Rs 600 and produced by the above chetty

XVIII Bond dd 23rd May 1876 executed by Nagaswamier to Periacolam Arunachellam chetty for R 3000 but taken back & produced by the former

XIX Registered deed of sale dd 31st August 1876 whereby Mr Spentmeuler has sold the bungalow No 44 to the 5th Defendant for R 600

XX Sale certificate dd 23rd August 1876 showing that 2nd Defendant has purchased property No 43 for Rs 3550 at

XXI Public copy of the sale deed dd 23rd April 1874 whereby 1st Defendant has sold the property No 43 to Mr Spencheuler for R 1500

XXII Public copy of Judgment dd 24th April 1877 passed in original No 62 of 1876 in favor of the plaintiffs declaring the property No 43

XXIII Public copy of the appellate decree dd 26th March 1878 passed on appeal dismissing the plaintiffs suit with costs

Judgment

XXIV

8. Plaintiffs witnesses

1st Defendant, Balasundaram Pillai

2nd

4th

Somasundaram Pillai

Venkatasamy Reddi

Velayudam Pillai

Arunachellam Pillai

Subbier

Kanni chetty

Subbia Iyen

Witnesses Examined for the Defendants 20

Plaintiff, Alagappa Chetty 1. Ramaswamy Chetty 2. Ellichetty 3. Nagaswamier 4. Rajagopala chetty 5. 2nd Defendant Swaminadha Pillai 6. Muthusamy Ayyar 7. Arunachellam Pillai Chinnasamy Reddi 8. 7th Defendant Venkatasamy Reddi 9. Muthusamy Ayyar 10. Ramaswamy Pillai 11. Thamukkotichetty 12. Muthukrishna Venkatasamier chetty 13.

Jungarattu Veera Khadra Pillai 1st Plaintiff's witness.
Ramaswamy Ayyar 12 Respondent's Exhibit 18. Appadurai
Ayyar 19. Narayana Dalawadar 20. Ramasayam Pillai 21
Kumarappa Naicken 22

10. The issues raised are:

1. whether the properties mentioned in the plaint are the ancestral ones of the plaintiff and the 2nd defendant or those acquired by the self exertions of the 1st defendant without the help of the ancestral properties

2. whether Plaintiff was living with 1st Defendant till about 3 years ago or left his company

3. whether certain portions of the coffee estate in question were alienated except those mentioned for the improvement of the said estate and for family expenses or alienated in contravention of the deed executed by 1st defendant for his proper benefit

4. whether the boundaries mentioned in Respondent's Exhibit 46 belong to Mr Sperschneider and not as contended by the latter to 5th defendant

5. whether the 18 pahs of land in R.S. No 41 mentioned in the sale deed of the defendant

6. whether plaintiff is entitled to half of the entire properties or a part of it

7. whether Plaintiff & 1st Defendant are divided or undivided

8. whether the portion of R.S. No 43 sold by the 1st defendant by Ex B 1000 & its interest and the right obtained by him by virtue of the decree of this Court in O.S. No 899 of 1878 or whether the latter was purchased by the plaintiff

11. Whether the Coffee garden in R.S. No 43 is situated to the East of the Coffee garden in R.S. No 41 mentioned in the plaint as stated in the plaint and whether the northernmost corner as stated in the plaint is situated in the middle of the Coffee garden of 1st, 2nd & 5th Defendants

10. Whether 5th Defendant has improved the Coffee estate in R.S. No 40 to the extent of Rs 2000 after his purchase

11. Plaintiff sues for half share of the 12 properties marked 1 to 12 consisting of the wet & dry lands of Kilmangalam, Paranai Nelvalai in Melmangalam, Silavarpatty and Karam in Melmangalam, Silavarpatty and Kamatchypuram villages, the Coffee Estate from the Palamalai Hills and certain other properties

12. The first defendant in his deposition & the witnesses for plaintiff admit the allegations of the plaint and those of the plaint in the connected suit No 899 of 1878. Defendants 2 to 7 of the suit contend

13. Plaintiff as 1st witness & defendants 2 to 7 deposes that his grandfather Ramasamy Pillai & his father Muthu Pillai acquired the lands in Melmangalam, Silavarpatty & Naranakulam in Melmangalam, 1st Defendant & his father those of the villages of Silavar-

Slaverpatty and Kamatchipuram & that 1st
Defendant the coffee estate on the Hills; that
he is not aware of the numbers and boundaries
of the lands in dispute; that for the last 30 or 40 years
1st Defendant has been paying Kists and
enjoying them; that 1st Defendant as head of
the family was also managing the domestic
affairs; that R. 6000 or 7000 were due from
others to his grandfather Ramaswamma Pillai
and 1st Defendant's father; that he does not
know who owed his grandfather and that
1st Defendant is a man of bad character.

14. If plaintiff and 1st Defendant were
undivided, the former who was entitled
to half the property just as the latter would
have looked after cultivation & paid
the Kists. In the case of an undivided family,
the Curmum would have given statement of
the death of the 1st Defendant's father, brought
to notice the plaintiff's claim and joined his
name with that of the 1st Defendant and issued
pattas and Receipts in their joint names as
1st Defendant &c. But there was no such thing.
Further the sale deeds marked A, E, G, H, & V of the
portions of lands in dispute and the documents
marked B to F & are in the exclusive names
of the 1st Defendant and his father.

Plaintiff asserts that Exhibits DD, EE,
& EF give ample proof that plaintiff's
and 1st Defendant's fathers were divided
as the first mentioned in the Razinamah
marked DD of plaintiff's uncle, Vellia Pillai
was plaintiff's & plaintiff's father and 1st Defen-
dant's father were defendants. It appears
from the document that the suit was part
for partition among the 2 parceners that
in respect of certain lands parcel of the
Exhibit EE which is a judgment passed
in Suit No 281 of 1872

Plaintiff and 1st Defendant were
both Neither have the two parties stated
that they were It does not also appear
that the lands in dispute formed the subject
of that suit nor does it appear that
these premises were mentioned in the schedule &c-
of which is a letter does not help plaintiff in any way

That the discharge dated
was executed and attested,
an unstamped cadjan and appeared,
at the first sight, to have been forged
very recently. Plaintiff's 10th witness
Subbien says that the document bears
his

heard his father's signature and that his 4th
witness Armachellam Pillai states that he
was present at the execution of the document
There is no doubt that the document was
false and to establish plaintiff's claim.
If it were genuine, plaintiff's father could
would have been written with that
Defendant's father in Exhibit E also. The fact
that the exhibits A to C filed in plaintiff's behalf
were produced by 1st Defendant to establish the
allegations contained in the plaint complied with
that relying the deposition given by him as 1st witness
Plaintiff clearly shows that this suit & suit No 899
connected with this are brought at 1st Defendant's
instance. Exhibits B to D, F & W are little notices
or receipts issued in 1st Defendant's favour
connection with payment of Income Tax. If any
Could pay. It is not necessary to grant receipts
in his name. From these documents, it does not
appear that 1st Defendant owned large estate
But the Defendant's witnesses and documents clearly
show that 1st Defendant had a small estate and
that he became a debtor in consequence of his
efforts to improve the Coffee estate. Further, it
is evident from the plaintiff's deposition and defen-
dant's that plaintiff and his father as well as
father lived separately from

while plaintiff in No 899 and since then
the 1st defendant and that plaintiff is a stranger
to the court after a careful observation of plaintiff during his examination
the demeanour adopted by him while he differed
and from the inside of his appearance, has found
that he (Plaintiff) could not have known any-
thing regarding the lands in dispute that his fa-
mily would have separated many generations
ago. Plaintiff admits that his grand
father owned no property.
Exhibit I dated 18th September 1819 was
mortgaged by Plaintiff's and 1st defendant
to 2nd Defendant on 8th October 1822 for Rs 800.
Both admit the document. It is true that 1st
Defendant's pleader got it till before
the exception of Exhibit I that he entered
by burning bad, he has added
Plaintiff's name in the document in question
If Plaintiff were a party to it, why did
dant, the mortgage was executed by
Exhibit VI, VII, IX, XIII, XIV executed by the
later and would have been written by the latter
from V & XI, the Sale deed executed in favour of the
latter. Under the circumstances mentioned
in the above columns, it appears that 1st
Defendant

Defendant has set up the plaintiff who left the family long ago and did not lead a wandering life, to bring a false suit and his wife who is a pardanashin lady to bring another in order to defraud defendants 2 to 7 and to deprive them of their lawful acquisitions. Plaintiff's witnesses 1 to 12 seem to have been tutored & therefore decide issues 1, 2, 6, 7 against Plaintiff.

We shall now turn to the points for consideration in this case is whether 1st Defendant has alienated his property for unproper purposes as alleged by Plaintiff & stated in 1st Defendant's written statement practised abstinency, pandhuk and led a dissipated life did not attend to the affairs of the estate properly, alienated the property as alleged in 2nd Defendant's written statement. Plaintiff's witnesses 1 to 12 are interested witnesses & do not sufficiently support the allegations. Exhibits II, VI & V, XIV, XV & XVI, Defendants 2 to 6 show that the mortgages & sales by 1st Defendant of these properties were for the purposes of discharging the debts incurred for the improvement of coffee estate, payment of kists & family expenses. Witnesses 3, 6, 14, 17, 18, 21 & 22 who appear on the side of defendants 2 to 7 and who are respectable men [illegible]

that 1st Defendant is a man of good character & that he became involved in debt on account of the improvements made by him to his coffee estate. Though plaintiff's witnesses 3 to 8 urge that 1st Defendant was a man of bad character yet from the way in which they gave evidence it appears that their evidence was not to be relied upon. Ratha Krishnier, 2nd witness to Defendant 2 to 7 and agent to 1st Defendant admits in Exhibit No IV that a portion of the coffee estate was sold by the 1st Defendant to the 5th Defendant for Rs 4000 & that another portion to Mr. Spershneider for Rs 1500 and that the 1st Defendant have spent Rs 3000 in the improvement of the estate. 1st Defendant in his deposition states that he got not received about Rs 10000 from the 5th & 2 Defendant for the purchase effected by him and that it is also a matter of necessity. As this appears from Exhibit III & IV. It appears that the a false hood concocted for the occasion I accordingly decide issue 3 & 4 and find for Plaintiff.

5. The statement of 1st Defendant that being a

bungalow no 44 belonged to him and the do-
position of the 12th witness on his side in
support of this fact are unsupported by
record and do not appear to be true
Exhibit No XV shows that it was originally
owned by Mr Speechmeider and was afterwards
sold by him to 5th Defendant. The evidence
of witnesses 4 to 8 on behalf of Defendants 2 &
the boundaries given of the property marked
XII and the plan no XIII attest this fact.
4th Issue is therefore decided against
Plaintiff

21. From the evidence of witnesses 6, 10 & 18 on
behalf of defendants 2 & 7 & the plan no XIII it
is clear that is Lot 43 of land, known as Sirangampatty
No 41, is included within the purchase of the 5th
Defendant and that the latter has since the date
of purchase of this coffee estate, spent Rs 7000
towards its improvement. Issues 5 & 10 are con-
sequently decided against Plaintiff.

22. Issue No 8 is decided in favour of the defendants
as the point raised therein has been proved by Exhibits XI to XXV & defendants' witnesses 6, 18 & 19.

23. I decide the issue also against Plaintiff
since it is proved by plan no XIII that Coffee garden
No 43 is not situated in the northernmost corner as
stated in the plaint but in the midst of the coffee

24. From the records of this suit, it
appears that 1st Defendant purchased
the coffee estate for Rs 4000, subsequently
improved it at an expense of about 6000
or 7000 Rs and that he has alienated
13/16 ths of it for Rs 8,000 and that he yet
retains 3/16 ths valued at Rs 1500.
1st Defendant has not proved that he had
money left to him by his ancestors and
that he laid it for the improvement
of the estate. I am, therefore, of opinion
that 1st Defendant had incurred debts as
stated above and that, to discharge them,
he had alienated his properties

I dismiss the plaint with costs
and order that plaintiff and 1st Defendant
do bear the costs of the defendants 2 & 7.

31st March 1870. (Signed) H. Nevill

Town Translation
J Lowe
8.8.89

Extracts

from papers connected with OS 898 + 899 of 1878 at the Fort
of the Asst Judge of Madura:

L_3

In the Subordinate Court Madura (West)

Monday 6. 9. 1880

Present. A. E. Venkatramana Sastriar Subord. Judge

Ap. S. 82 of 1880

Alagappiah appellant (Plaintiff)

v

1 Sokkanathan Pillai
2. Srinivasagar
3. Samuel Sawmier
4. Arasappa Pillai
5. Muthusamy Iyer
6. Kaluvan Chetty
7. Venkatasagar

Respts (defts)

Appeal against decree of Dt. Muff & Judgt
C 31.3.80 in OS 898 of 1878.

Judgment

The admitted facts of the case are as follow

5 Plff sues for the recovery of his one half
share of the property in dispute & states that the
1st & 2nd Defendants in this family & that he was

living under the protection of the 1st Deft't until 3 years ago since which time he has been asking the 1st Deft't to give him his share of the family property

6. The 1st Deft't admits the Plff's claim

7 The other Deft's deny the fact of undivision × × and state that the property is not the ancestral acquisition of the Plff & the 1st Deft't

× ×

8. The following facts will show how the property originally in the hands of 1st Deft't passed into those of the other defts.

× × ×

16.8.74 He purchased a punjah land measuring 129 11/16 Guzies a very small portion of which was a coffee estate or garden from one Mrs Sperchneider for R 400 × ×

× ×

He went on extending the coffee cultivation & borrowed money to for the incidental charges ~~for~~ for several props

× × ×

20.2.67 With a view to pay off the said debt of R 2200 the 1st deft't proposed to sell a portion of the estate to one Nagaswami Iyer (4th wit. for the defce) who purchased half of the estate from the 1st Deft't for R 4000 × ×

29.4.74 The 1st Deft't sold said 24 + odd) Guzies of the

The said Nagaswami died, then one half share of the coffee estate purchased by him to Mrs Muttusamy Aiyar (5th Deft't in the present case — 6th Deft't in O.S. 99 of 78) for R 420

The same 5th Deft't (6th Deft't in O.S. 99 of purchased certain land &c of Mrs Sperchneider for R 400

× × ×

7.9.75 The 1st Deft't executed an agreement in favour of the 2nd Deft't (3rd Deft't in O.S. 99 of whereby the former gave up to the latter 1/8 share of the coffee estate in consideration of Deft't having received from the 2nd Deft't (3rd Deft't in O.S. 99 of 78) R 1000 towards the expenses incurred by the first Deft't in connection with the coffee estate

× × × ×

L 4

In the Subord. Court Tirukoilur West

Friday 7.9.80

Present & L Venkatramanna Pantulu Subord

Appeal S 373 of 80

Kuppa Pillai & his Mother & Guardian Chennamma

Appellant (Plff)

v

1 Solamalai Pillai
2 Alagappa Pillai
3 Srinivasayyar
4 Samalai Iyengar
5 Thirugnana Pillai
6 Muttusamy Iyer
7 Kalimuthu Chetty
8 Kanakasabai Chetty
9 Venkayyar

In the District Court of Madura

Friday 3.10.79

Present P. P. Hutchins Esq Dist Judge

Alagappa Pillay. Petitioner in 399 (Mff in O.S. 799 Tjore Dindigul Munsiff)

Chinnammal Petitioner in 398 (Mff in O.S. 899 Tjore dto)

Application praying that under the circumstances therein stated the Court will call up the said suits from the file of the District Munsiff of Dindigul in order to the being transferred to the District Munsiff of Tirunelveli for disposal

* * * *

Order

There is no reason to suppose that the suits have been purposely kept back, but as the 29th is the Tahsildar it will perhaps be better to have the (suits?) tried in Madura. The District Munsiff is requested to send up the records & to state what costs have hitherto been incurred

* * *

(Signed) P. P. Hutchins

Original No. 898/78.
6th March 1929.

Examination on oath of Rajeswariar,
Son of Lakshmanarayaniar, aged 46, a cultivator and [illegible] of the village of Jenkarai attached to Periakulam, and a Swamytsty caste and knows to read and write.

Reply to the questions by the vakil on behalf of Defts 2 & 3

I know the Plaintiffs. I know 1st Deft for the last 20 years. I purchased the coffee Estate for myself for Rs 4000/- about 5 or 6 years ago. Of this amount I agreed to pay Rajalu chetti Rs 3000/- for the debt due to him by the 1st Deft. I took Rs 3000 for it. Of the remaining Rs 1000/- I paid Rs 890 and to 1st Deft for payment to Ellichetti and the remainder also was taken by him. First Deft pays Rs 890 to Ellichetti in my presence. First Deft is liable to me to discharge the debts he had incurred for his improvement and for his private use. I saw public copy of document No. VIII. Its original is the sale deed executed in my favor. One month after the purchase I borrowed Rs 3000/- from Arunachellam chetti and paid it to Rajalu chetti. I subsequently cleared Arunachellam chetti's debt and got back the document. I have the documen

P. 6

the Coffee Estate. I took no receipt from Elliah chetti for the payment made to him. Ellichetti did not sign in the sale deed No VIII. The sale did not express any thing about the payment made to him. Although it is written in the sale deed that Rs 1380/- was paid to 1st Defdt in cash, yet only Rs 1000/- was paid to him. It is written in the document that I agree to pay to Rajalu chetti Rs 2620/- inclusive of interest. I did not agree so. I agreed for Rs 3000/- there is no record to show that I took in excess of Rs 2620. I was the Rattacunigany of Periakulam Taluk village when I purchased the Estate, which was in the bail dar of Periakulam. I myself paid the stamps and the Registration fees of the sale deed. I have paid Rs 47 to Arunachellem chetti for interest, for document No XVIII. I did not keep the Coffee Estate for the V th defdt. By selling it I did not incur any loss. The Stamps and the registration fees of my sale deed and interest are included in the Rs 200/- above referred to.

I retain. I have stated that I have enquired

an expenditure of Rs 200/- on account of the Coffee Estate. How do you say that it includes the Stamp fees and the registration fees and interest of document No VIII. How do you explain the discrepancy.

Answer. I meant by expenditure on account of Coffee Estate that it includes the Stamp and registration fees and interest. I have simply heard that 1st defdt incurred debts on account of the Coffee Estate 2nd defdt Vasudeva Naicken the Curnam of the hills and 1st defdt prepared plan No XIII. By seeing it I cannot say whether it is correct or not. My Brother-in-law settled the Estate for me and he is the man that settles its price. I negotiated myself with the V th defdt about the price. 2nd defdt has nothing to do.

Reply to the Questions of the Valvil to defdts 2 & 3

Money was paid to Ellichetti on the day I executed the sale deed to Bungalow No VIII very evening on which the Bungalow was purchased by 2nd defdt, but the sale was executed at Mr Sperschneider's Bungalow at Periakulam. The said Gentleman w

Signed the sale deed No VIII. 1st Defdt owed Rapilichetty Rs 3[illegible]00/- on the whole. As 1380 Rs mentioned in the sale deed as paid to 1st Defdt in cash was included in the Rs 3000/- I & he agreed to pay, I paid only Rs 1000/- in cash. I agreed to pay Rs 2600/- which 1st Defdt owed to Rapilichetti and Rs 400/ which the former had subsequently borrowed from the latter. The coffee estate I purchased was hypothecated to Rapilichetti for Rs 2200/- With interest this amount came to Rs 2600 odd. It is therefore mentioned in the sale deed that I agreed to pay Rs 2600, odd. I have heard from 2d defdt, Rapilichetti, Ellichetti and from others that 1st defdt had incurred debts on account of Coffee Estate. When I asked 1st Defdt he also told me that he had incurred debts for it only.

Read to me and found correct.

(s) Idiss as admd Xn
vahil.

? Rattimai
Rayawaniar (s) Arunta Narayana Xn
vahil

Mr Translator.

J Grace

L 5

Copy of deposition made
before Registrar (when
& Articles exhibited

1878 Dec
898

Original No 898 of 1[illegible]

6th March 18[illegible]

Examination on oath of Sreenivasier defendant in the above number and 6th witness on behalf of Defendants 2 to 7, before the District Moonsif of Dindigul

Reply to questions put by Defendants' Vakil

I know plaintiff, 1st Defendant, 1st Defendants wife and her sister. I live in the same village of Melmangalam where plaintiff and 1st Defendant reside. 1st Defendant would only be in the village for the last 10 years, plaintiff has no permanent abode. He wanders from place to place sometimes eating in the 1st Defendants house and sometimes at different places in other villages. I know this fact for the last 10 years. I know the coffee estate in dispute. 1st Defendant bought it from Mr Spenshneider for Rs 400. When he bought it, coffee trees stood here and there and it was thickly covered with shrubs and bushes. After 1st Defendant purchased it, he effected repairs by clearing them and improved it by planting more coffee plants. For this, 1st Defendant might have spent Rs 5000 or 6000 R. I have bought 1/8th of the coffee estate from 1st Defendant for Rs 1000. Three eighths

dispute which belonged to Mr
used by me for Rs 3550 at a
ary in it was sold for the Abkari arrears
Gentleman 4 eighths of this portion having
-ve vested by this Gentleman to) the Defendant,
sued for it in this Court and has purchased it
hen it was sold in satisfaction of the amount decreed
im. The remaining 1/16 ths and the 1/8 ths that I bought from
1st Defendant which come to 3/16 ths on the whole are in
my possession. I was 3rd Defendant in the suit pre-
ferred by 7th Defendant in this Court Defendants
1 to 5 were in enjoyment of the Coffee garden before
he purchase from 1st Defendant. 1st Defendant sold
said 1/8 th portion for the sums he gradually took from
or the improvements of the Coffee estate. One-half of
Coffee estate was, about 5 or 6 years ago, sold by
st Defendant to Nag
have attested the
sale deed.

I saw the publick copy No VIII. It is, in the
riginal of this, that I have signed. 1st Defendant
effected the sale as described above to discharge
he debt due to 5th witness, Nagulu chetty. At the
ale amount, Nageswara got Rs 3000 for the above
agulu chetty as told by 1st Defendant. Of the balance
1000, Rs 890 was paid by Defendant to 3rd witness
Ulli chetty in the debt due to
balance with himself.

The said Defendant kept
Nageswara's purchase,
shewing division of lands
Then, I, Vasu-
eva rayar, 1st Defendant, the above
gentleman
the said Nageswara

I saw plan No XIII. The plan
prepared by the above nam
-warier sold the Coffee es
to 5th Defendant under four agreement. No
the document. It bears my signature as a witness
In the Coffee estate, the bungalow in dispute stands.
It originally belonged to the gentleman abo
I have heard that 1st Defendant bought it from
said gentleman. From the date of purchase, the
bungalow is in the possession of 5th Defendant
Defendant has been making repairs to it subs
to the date of purchase. After 5th defendant's pur
from Nageswarier, the former has spent Rs 6000
20 Gulies were being cultivated when his purchase
By 5th Defendant's efforts 40 Gulies came under
cultivation. I know the whole of the coffee estate
land known as Srirangapatty is included with
land purchased by the 5th Defendant. It does not
lie separately. I saw the plan No XIII. It is correct
1st Defendant is a man of good character. I was
told that Mr. Speechmeister owed Ulli chetty Rs 60
that 1st Defendant agreed to pay it and that for
this amount, the said gentleman effected the disputed
sale. I have heard this from the said gentleman and the 1st

Remark. Enquiry to be made, further examination postponed
next Court sitting

Signed. Srinivasa
Signed. Ananta Narayana. Vakil

the above witness result again

Defendant's Vakil

I saw document no XIV. It is the deed of agreement which 1st Defendant has executed One for Rs 1000. I saw document XX. It is the Sale certificate for my purchase at the sale held for realising the Akkani arrears. 1st Defendant's wife and his minor are at the support of 1st Defendant.

By to questions put by plaintiff's Vakil

I know the coffee estate in question for the last years. I have known it for more than 4 years Defendant's purchasing it. I had an account to since her Speedwriter and myself were friend I saw it, it belonged to 1st Defendant. The said gentleman had no other garden except the above. At the time I saw, 4 Gulies were under cultivation The coffee plants were 5 or 6 years old and were yielding. It was only in that year that they began to yield or they were yielding before I cannot tell. From the date I saw it till it was purchased by Nageswarier, the said 4 Gulies no more extent was under cultivation. When I saw each Guli was capable of producing 8 or 10 maund I don't know the price for which a maund was selling then. I made no enquiries about it. After the time I saw it and before it was purchased by Nageswarier, though more than 40 Gulies may have been cultivated. Yet there are in the 40 Gulies that did was immediately substituted by new ones by 1st Defendant. I [illegible] much

how much each Guli will produce of the trees as I got the coffee estate for Nageswarier's loans I settled its price. Nageswarier agreed to it. 5th Defendant did not buy the above coffee estate in the name of Nageswarier. Nageswarier did not get anything after he purchased it. He sold it to 5th Defendant after the 3 or 4 months after he purchased it. Coffee fruits will be collected from the months of Arpasi. They will all be collected by Iyer Masi It I don't remember in what month Nageswarier sold it to 5th Defendant. I don't remember how long after its purchase, the trees were capable of yielding. I saw document No XII 2nd Ani Bava. It is the sale deed executed in 5th Defendant's favor. Two months after this Date, the coffee trees would have begun to yield. After its purchase by Nageswarier, I was looking after for a month and a half. I fell sick and he appointed another who managed it for 2 months. During the said periods, the process of weeding was carried on to a small extent. I don't know whether it would have cost Rs 20, 40 or 100 a month. The man appointed after me having also fallen sick, Nageswarier expressed his wish to sell the land estate. I told him that were it could be sold. Nageswarier borrowed Rs 3000 for buying this estate. He is my elder sister's husband

ken the purchase. The estate was mediated
& thought that good profits might be made.
I myself negotiated himself with 5th Defendant
regarding the sale without any intervention. The next year
after Kaneswarier 5th Defendant purchased it.
I bought the 1/8 portion from 1st Defendant. I paid
to 1st Defendant the amount mentioned in my sale
deeds at several times by small sums for the expenses
of the coffee estate. I know that the sum I paid at every
occasion was spent for the coffee estate. Everytimes
1st Defendant took money, he took it from me at Mul-
-maing alam. On every occasion I have followed
him to the Hills. I have seen 1st Defendant distributing
some sum to the coolies. I have dealings with
1st Defendants as stated above since a year and
half before the date of my purchase. Then I found
the coffee estate. I took no document for the sums I
paid to 1st Defendant. I had my private accounts.
Before I began to deal with 1st Defendant, I had
agreed with him to buy 1/8 of the estate for Rs
There is no authority to support this agreement.
Because the 1st Defendant had agreed to sell me,
I had occasion to go to the Hills. At the time of
Kaneswarier's purchase, 1st Defendant had dealings
with me. As we had an agreement as shown above,
I paid before it was purchased by Kaneswarier to purchase it. Now, I get
5 maunds of coffee for every Rupee I gave him. When I bought, each
1/8 yielded 10 maunds.

for Rs 1500 either on the day of the sale or on the
-chase or on the following day. I have attended
deed. But I was present there. I don't know
the said gentleman paid the purchase amount to the
Defendant or not. 1st Defendant had told me
that he had dealings with the said gentleman
and that he received certain sum in cash
Since the date of agreement, 1st Defendant and
the said gentleman have been in friendly terms
with me. 1st Defendant was no money lender. I don't
know of 1st Defendant having paid any income tax
to Government. 1st Defendant was a man of subs-
-tance. Some estate. Besides the sales above re-
-ferred to, 1st Defendant has borrowed Rs 1400 from Ka-
-naswarier Subbier. These transactions took place after
he became acquainted with me. Of the said amount
1st Defendant paid Rs 720 to Sivakama Subbier
for the debt due to him. He told me that he would
buy land for the remainder for his brother-in-law.
When I purchased 3/16 ths for Rs 3550 at auction, I had
Rs 1000 with me. The remainder, I borrowed from my
brother-in-law, Annasawmy Ayyar. This and the sum I
had with me, I paid for the auction purchase. I and
1st Defendant were jointly enjoying my 1/8 ths and his 3/16
Both of us were managing them & we would enjoy by
dividing the produce equally among us.

ken the purchase, the entire coffee
thought that go for the Abkari arrears due
years ago. I don't remember whether this
was before or after my purchase. On the
objection of the 5th Defendant and 1st Defendant to this
attachment, I & Tavari chetty & Ratna Krishnien
were examined for 1st Defendant — Remark - Being
late, further examination is postponed to the next Court
sitting - Signed Srinivasen. & Anantharayanen and
Kistnasawmy Aiyar.

Further examination of the above witness on
oath on 16th March 1880.

Reply to the questions of Plaintiffs Vakil.

When the above objection was enquired
it was not discussed that who was the owner
of Viravanapatty land. I did not say anything
about it. I have not said that it was not in-
cluded within the 5th Defendant's purchase and
that it belonged to 1st Defendant. The portion which
5th Defendant enjoys by right of purchase does
not cover more than 64 odd Gulies. I know every-
thing which 1st Defendant does. I would see him once
in a month or a fortnight or in a week. When I see
him I will speak with him for one or two Indian hours.
I don't know what he would do at other occasions
times. I have said that he is no money lender because
I have often conversed with him and he has often
expressed that he does not lend money and because
he has often borrowed from me. I don't know the
lands of Kilmangalam, Silaverpatty and wet land of Melmangalam
which are in dispute.

I don't know about the annual [illegible] 1st Defendant to
derived from them. The wet [illegible] I have attested
are no doubt; fertile. I know [illegible] I don't know
in the above villages. I don't know how much Cotas
it will yield. I will go to 1st Defendant's house ten to
in a month or at an interval of 8 or 9 days. I know
the persons who reside in his house. For the last 7 or
8 years, I have neither seen plaintiff nor his wife
in the 1st Defendant's house. 1st defendant, his mother
his wife, his son, his two daughters and his younger
sister live in the 1st Defendant's house. The two daugh-
ters are not married. I don't know how much
the dry lands at Melmangalam would yield.
I don't know what the annual income of 1st Defen-
dant's family would come to. 1st Defendant
did not earn anything. I have heard from 1st Defe-
dant that he had bought the coffee estate by
borrowing money. I don't know of the loans he sub-
sequently raised and of the lands he purchased
with them.

Reply to the questions of the Vakil on behalf of Defendants 2 &

Out of the 4000 Rs for which 1st Defendant sold
the coffee estate to Nageswarier, 1000 Rs was received
in cash by 1st Defendant and the remaining 3000 Rs
was taken by Nageswarier for payment of the debt
due to Nagulu chetty. Out of the 1400 Rs which 1st
Defendant

...com Subbier, Rs 7-0 was paid to
...Retail about 600 Rs was taken
...Defendant for lawying land, (he told me) in
...Pathkottai, Rs 17 was paid to Eswaran
...1st Defendant and the balance was paid by him
to Kuppay and Nadan for the debt due to them and
for which a warrant was also issued. As 1st Defendant
and myself moved together for the last 7 or 8 years,
he and myself would go separately to the hills in
each others absence. Sometimes, we would go together.
It is in consequence of this, that our intimacy became
close. The lands of Malimang aland itself are fertile.
lands are not rich. The other lands mentioned in the plaint
lands are not
excellent. Being situated within the watershed of ...
Read, over to me and I found it correct.

Sgd: Sonnivasan, Accountant
...and Kisthnasamy Ayyar

Sd Illegible

J.S. Grace

18/8/09

5 Drawings
...ubi ...

L6

Copy of deposition in Court
of Exchequer (taken
of Matthew Parris Esqr taken)

Regd No 898 of 1880

12th January 1880

T. Ramasami Pillai

Examination on oath of the 1st Defdt above number as 1st witness for Plffs before the District Munsif of Dindigul.

Answer to the questions of the Plaintiffs Vakil

I have brought the documents mentioned in the Summons served to me. My father's father was Alaga Kounden. He had 4 sons. They were Ramasami Pillai (1) Kuppa Pillai (2) Vellia Pillai (3) & Adhigari Pillai (4). I know Ramasamni Pillai and Kuppa Pillai. They had no division. Vellia Pillai and Adhigari Pillai died without partition. The lands of Kilmangalam, Melmangalam, Silavarpatty and Kamatchipuram were acquired by my father Kuppa Pillai and my elder father Ramasamni Pillai. They acquired them by means of the profits they made by trade and agriculture. Ramaswami Pillai died about 3 years ago when he and my father Kuppa Pillai were alive, the latter was the head of the family. The [illegible] a quiet mean while the latter [illegible] husband and [illegible]

PTO

after O[illegible] Pillai's death, his son Kuppa Muttu
Pillai and [illegible]
Ar[illegible]
O[illegible]
Manager [illegible]
Pillai [illegible]
[illegible]
Muttu Pillai [illegible]
Pillai's death.
Kuppa Pillai died about 18 or 20
died a month later. When they
due to them and not leg them
they owed 7000 or 8000 Rs due to them and
on their death, I became the head
I was supporting the plaintiff. I di
share. He is entitled to half the
100 & 11 Gulies of land attached at the back
mangalam 7 Gulies of same dayam land
by leasing out to others. I enjoyed th
by looking after its cultivation
of the above village would grow did not have yielded in
usually; they yield nothing. Aft
Muttu Pillai's death, they wou
3 or 4 years. In other years, the hot weather 4 or 5 Gulies
A Guli of land would [illegible] the hot weather

Kuppa Pillai lived undivided
as the eldest and the
July. When Ramaswami Pillai and
line, they owned nobody while
Neither did Kuppa Pillai and
ney to anybody after Ramasamy
were due to them
years ago Muttu Pi
died, money was
At their deaths, I ob
I was lending it
the family
did not give him his
entire property
of the task at Kil-
land, I enjoyed
Samudayam land
alf. The above land
the dry weather
Kuppa Pillai's and
yield was abundant
or 11 columns at the first

It is usual in the village, for the owner of lands
to give a third of the produce to the person who cul-
-tivates it. The expenses of manure would be defrayed
by the cultivators. Being owner of land would pay the
kist. The said lands would yield about 100 to
of paddy. There are 10 mat [illegible] Depending on rain
-mangalam. They are irrigated
at times they would fail to yield. They would yield
at the rate of 2 Coloms per Guli in the [illegible] as much
as in the dry season. There are about 20 odd Gulies of
dry land in the above village. After Kuppa Pillai and
Muttu Pillai's death a Colom of paddy was selling at
Rs 3 to 5 till the year Akshaya and at Rs 3 to 7 subsequently.
Ragi was selling at Rs 2½ or 3. In those years, it was also
sold for Rs 7. There were about 8 members in my family
after Kuppa Pillai's and Muttu Pillai's death. The family
would require 7 or 8 Coloms of paddy and other grains and
Rs 7 for other expenses. Rs 50 would be annually spent
in the purchase of clothes. There would be an annual bal-
-ance of Rs 30 or 40 Rs after paying the family costs and
the first assessment. After my father's death, I have
paid increases on account of the sums I had left for
3 or 4 years. I have not paid continuously. I would pay
when it was levied. I have paid about 7 or 8 years ago for
the last time. I have not acquired any lands myself in other
villages except Melmangalam. In this village, I have obtained
2 3/4 Gulies of dry land by purchase and 1/2 Guli of garden by
purchase for Rs 20.

PT 0

Pillai a
Ar
-o-
Jana

About 5 or 6 years before this, I had borrowed Rs 2200/- from Nagulu chetty. I did not spend off a pie of this money for my family. I spent the whole amount in gambling and dissipation. I borrowed Rs 900 from 3rd Defendant on three occasions, first time, Rs 500 and Rs 200 each at the subsequent occasions. Rs 500 of this amount, I paid to Nagulu chetty for the debt due to him and the remainder, I spent in discharging the bad debts that I had taken from friends on promise of immediate payment. Three to five I had taken for gambling. I borrowed Rs 200 from Nagu 4th Defendant I paid this to Nagulu chetty also. I did not pay him the whole I paid him Rs 100 and the remaining 100 I spent. I had borrowed Rs 1000 from the Defendant on two occasions and lent it to the overseer Appaw Pillai without taking any document from him therefor. He died and the money could not be recovered. I executed a deed for Rs 1000 in favor of the Defendant in suit No 877 / 1878 on the file of this Court. 2nd Defendant took this amount. I executed the above deed as requested by 2nd Defendant who told me that he wanted the money for purchasing the Coffee estate in auction. I sold 64 odd Gulies of the Coffee estate to Tenkarai Nageswara by order of 5th Defendant. Rs 3000 was paid to me by 5th Defendant. 5th Defendant asked me that the remaining 1000 Rs should be left with him as a present. I assented to his request. I paid Rs 2400 to Nagulu chetty and I don't remember what I did with the remainder. I sold 24 Gulies of the Coffee estate to Mr Spencer for Rs 1500 on account of my intimacy, I sold a Gulie at Rs 60 per Gulie. I sold one third of the Coffee estate

estate to 2nd Defendant for Rs 1000. I took this Rs from the amount 400 Rs is still with him. He has executed no document for it. About 10 or 11 years ago I bought 129½ Gulies from Mr Spershmeider for Rs 400. I paid this 400 Rs from the proceeds of my ancestral properties. The estate would be cultivated with ragi maize &c. of these was a rich harvest, 100 to 120 Loads of grain would be collected. There would be also 100 to 120 loads of dhall gram. Cotton would be grown on dry lands. It can be sold for 100 to 150 Rs every year. Tobacco was cultivated on 6 or 6½ Gulies of land in the above village Ragi, Maize and tobacco would be cultivated this Each Gulie would yield 50 Fanams of tobacco. I would get a third of it. The cultivating ryot would take the remaining 2/3rds. There is a well in the estate gardens water from rivers and springs would flow to it The said Gulies would yield 20 Loads of Ragi 120 Loads of maize. There are 13/4 Gulies of wet lands in Sulavarpetty. They will yield 20 to 25 Loads for both the crops. 7½ Gulies of dry land at Kamatchi puram would yield 30 Loads of grains besides 4 or 5 Loads of dhall &c. Rs 110, 105 115, 120 would have to be paid for these lands. When I bought the Coffee estate, Coffee trees were yielding 140 Gulies and the remainder was cultivated with ragi. In the year I purchased, I got 10 or 13 Loads. As the estate was then under attachment by Court, it was handed over to

the latter with 60 measures of coffee seeds. When I
purchased, a measure was selling at R 4½. In the next
year of my purchase, I got 25 measures. In the year after
that, I got 50 measures and in the following year, I got 100.
In the year preceding my sale to Mayawanee, I got 200.
I enjoyed the coffee estate for 6 years. After my purchase,
the produce increasing every year. I collected 600
measures of coffee seeds during the 5 or 6 years. In the year
preceding my sale to Mayawanee, 1 measure was selling at
R 7-8-0. During the 5 or 6 years of my enjoyment of the
estate, I have spent R 3000 for it. By planting up 10 or
15 Gulies more with coffee plants, I have increased an
expense of R 500 while I held it. I made a profit after
borrowing 200 R exclusive of the sum spent. My income
derived from the coffee estate as well as those
spent on it came from lands and money lending in different
ways. I cannot say in what ways I have spent them.
I don't know gambling. I would ask others to gamble
for me. I would pay them. One named Muthen sued me
and the plaintiff in this Court Krishnasamy Ayyan
was Vakeil then. The suit was decided in my favor.
He said Krishnasamy Ayyan is the one now present before
the Court.

Particulars of documents produced by me

Cadjan Sale deed D 21st Vyasi Vishu executed by Kilavan
Salam Sivan Ramen Pillai to my father in respect
of Tail many Ulim lands.

Stamped Sale deed D 27th Adi Tirukka executed by Ala-
gana Ayyan to my father.

Stamped Cadjan deed D 13th Ani Tirukka which forms the principal
authority for the above document

I mortgaged & discharged eight Avanee Tirukka deeds to my
father & my father and daughter's father. This does not show
the amount

Patta for R 1244 in my father's name 377
do — 1266 do —
do — 1267 in my name after my father's death

Mortgage Cadjan Sale deed D 15th Aippasi Subakrithu
executed by Kilavana naiken to my father for R 14

do — do D 15th Aippasi Eswara executed by Kavalty
naiken to my father.

Cadjan Patta issued to my father in f 1245.
do — do 1247
do — do 1258
do — do 1257
do — do 1260
do — do 1262
do — do 1263
do — do 1264
do — do 1266.
Paper do — do —

Patta issued in my father's name in f 1248
do — do 1270
do — do (28)

Patta issued in my father's name for Selamsatty village
in f 1257
do — do 1265
do — do 1266
do — do 1267
do — do 1268
do — do
do — do for Kanakchipuram village
do — do in f 1255
do — do 1265
do — do 1266
do — do 1270

memorandum notice issued to me D 6th april 1861
Receipt for memorandum paid D 8th october 1861
do - do - 7th May 1862
do - do - 25th Nov 1869
do do - 17th Dec 1869
do - do - 26th Dec 1870
do - do - 4th Jany 1871
Letter D 22nd November 1872 written by Vakil Thirunavukarasu
Some sent to Defendant
Letter D 20th Feby 1868 written Some by Kathampar, Perumal
Chetty.
Letter D 8th April 1873 written Some by Pandara nadan.

The 42 documents were taken and given to plaintiffs
Vakil for production with a list.

Vakil on behalf of Defendants 267 desired
that copies of these documents should be given him
and that permission granted for cross examining.
the application was granted

Signed Solamalai Pillai
do Kaliyanasundaram
Thantanarasimier
Krishnasamy Iyer and B. F. Remier Vakils

Examination of the above witness
on oath on 17th January 1880.

Reply to the questions of the Vakil on behalf of Defendants 265.

I am more than 50 years old. I don't know how
old Alagappillai is. Plaintiff and myself are
not in good terms for the last 2 or 3 years. Till then,
we were friends. Plaintiff is in inimical terms
with me for the ground that I did not give his
Share. For the last 2 or 3 years, he is living separately
Stamped Cadjan deed D 13th April 1871 executing him and he was eating
authority for the above documents in my house.

Two or three years ago I was the head of the family
Plaintiff is entitled to half the properties
mentioned in the plaint. Plaintiff would be
about 40 or 42 years old. When plaintiff asked me
for a division of the property some 2 or 3 years ago,
I told him that we could continue to live together
and that there was no necessity for a division.
I have heard my elder brother say that the lands
in dispute in Kilvirangalam were acquired by
my father and plaintiff's father. Half of Karai gland was
acquired during their time. Half of Karai contains
11 add fullies of land. Six or seven fullies of Samudayam
wet land were acquired by them. A portion of these
was purchased while the other portion was rendered
fit for cultivation by tillage &c. I don't know how much
was purchased and how much tilled. There are no title
deeds for the lands purchased. I don't know whether
the purchases were made under deeds or by oral
settlement. For the Samudayam lands, there is
no patta neither in my father's or defendant's father's
names. I don't know from whom it was purchased.
Patta for it stands in the name of Alagayam Perumal
Pillai even to day. I don't know why patta for it
should be in the name of Alagayam Perumal Pillai
when

when my and plaintiff's fathers have acquired it. For the half Karai of land above alluded to, patta stood in the name of my and plaintiff's father and after him in my name. There is no patta for it in the name of plaintiff's father. All the lands at Melmangalam which are in dispute were acquired by my and plaintiff's fathers. I would swear that they were acquired by them. I have acquired 2 or 3 Gulies in the said village by durkhast. I have not acquired even a Guli quiet land in Melmangalam village. When my father was alive, patta stood in his name for about 1-12-0 Gulies quiet land and 1 Guli dry land. He did hold no patta for other wet lands. I have no documents in support of my father's acquisition quiet lands. I have not produced any. I don't possess the sale deeds. There are about 10 or 10½ Gulies quiet lands in Melmangalam. Besides those registered in my fathers' names, 2 or 3 Gulies are being registered in my name for the last 2 or 3 years. Pattas for other land are in the names of original holders. All lands inclusive of patta lands are in my enjoyment. I am paying their revenue. I am enjoying them because they belonged to my father and plaintiff's father. The 10½ Gulies quiet land

are situated within the 3 & 1 waters preach of Naraiyanankulam tank and within the Samudayam lands. I heard the document read. I have executed as stated therein. It includes the Melmangalam lands in dispute as well as other lands mentioned in the plaint in Melmangalam which do not belong to the half Karai of land. By the writer's slip of the hand, it was written in the above deed that some lands were acquired by me. The deed was written by Ramalingam Pillai, Curnam of the above village. I own 2 Gulies of dry land in Melmangalam inclusive of my father's acquisitions of this. 11 Gulies were the acquisitions of my father. 4-4-0 Gulies I acquired by durkhast. Of the remaining 4 odd Gulies, 1½ Gulies and the remainder were purchased by me from Ganapathy Pillai about 3 & 4 years ago respectively. I purchased 1½ Gulies for Rs. 50 & the remainder for Rs. 30 in the name of the 2nd Defendant. Both I am enjoying the land and paying its revenue. I own 5 odd Gulies of wet land in Sitharapatty. I own no dry lands in this village.

The said

said lands was acquired by my plaintiff's fathers. There is no sale deed for them. I have heard that a portion of it was inherited while the other portion was purchased. I don't know from whom it was bought. It stood registered in my father's name and, at his death, the registry was transferred to my name. Plaintiff's father never held patta for it. I own the 7 odd Julies of dry lands in dispute in Kahatchipuram village. There is no wet land in the above village. I don't know whether the said dry lands were purchased or encroached upon and tilled. Patta for it stood in my father's name after him. I hold patta for it. From the lands mentioned in the 7 pagupadus remaining in the villages of Melmangalam, Kilmangalam & Silavanpally, I should get 200 Coluns for my share. From the dry lands of Melmangalam & Kahatchipuram I would get 100 or 135 Coluns of Varagu every year. These lands bear a revenue of about 100 or 150 Rs. There are 8 or 9 members in my family. 7 or 8 Coluns of paddy or other grains would be required for us. Of this, 2/3rds would be paddy and the remainder other grains. I am a debtor to the extent of

last 6 or 7 years. I was not a debtor 10 or 12 years since I have purchased the Coffee estate in dispute. Five years after my purchase I began to run into debt. I don't remember those who owed money to my father. I don't remember from whom I collected his outstandings. I don't know with whom I had money dealings and from whom I got the money. I cannot say without looking into the accounts. I have got accounts for these. I will produce them if a peon is sent after me. The summons served to me did not mention anything about the money dealings. I heard the Summons read to me. It directs me to bring the accounts in connection with the money dealings of my father and plaintiff's father if I had any. As the person who read the summons to me told me that I should produce sale deeds and receipts. I produce them alone. I don't know the name of the person who served the Summons to me. Certain persons owe me money. I cannot remember the name of any one person who owes me. About Rs 1000 is due to me from others. I should look into my accounts to give any details about these. I have lent Rs 300 at 12 per cent to Uppu Kottai

At the time of my purchase, 40 odd Gulies were capable of yielding. They did not yield any thing before. The remaining land was thickly overgrown with bushes and shrubs. I cleared them and planted 20 more Gulies with coffee plants at a cost of 2000 or 3000 Rs. There were no shrubs in any thing on the remaining portion. They were cleared before the date of my purchase and were cultivated with ragi. On this portion, I planted 10 000 coffee plants. They covered about 16 or 20 Gulies. I did not plant coffee on the remaining portion. Valuing the 12 Gulies I purchased, at Rs 500, I have sold 13/16 ths of them for Rs 6500.

The remaining 3/16 ths is in my possession. It contains Coffee trees. When the Coffee estate was attached for the Abkarri arrears by Government, I engaged Kavasi Ratna Krishnaier, as Vakil on my behalf. Then I gave him the records in support of my case. I don't remember that Mr Spershneider asked me to pay the purchase amount, 16400 Rs to Elli Chetty. Nor do I remember that I paid it to the latter.

Villayudam Pillai on the strength of his word. If I sent Rs 200 or 250 to Ramalingam Pillai on a deed. I have not yet recovered it. Besides these, I have lent Rs 200 to Vattanayar, Ramalingam Pillai of Pallapatty on his own deed. The deed stands in my name. It bears an interest of 12 per cent. I have not yet recovered it. Besides these, I have certain other persons also owe me. I had bought about 5 or 6 years ago a nunjah garden in Kandappankottai of Ammaiyanaickanur Zemindarisn. It is registered in my name. I have read to me. It is a copy of the Sale deed executed in my favour in connection with Kandappankottai land purchased by me for Rs 500.

I purchased the coffee estate measuring 12 odd Gulies from Mr Spershneider for Rs 400, about 10 years ago. The Sale deed was executed at Madura on the very day of execution; I paid the 400 Rs to the said gentleman. As the said seller fell sick at Madura, the Sale deed had to be executed at Madura and the money paid there.

Further Examination of the above witness on
19th January 1880.

Reply to the questions of the Vakil on behalf of
Defendants 2:5 & 6,

I Saw Exhibit No XIV. It is the sale deed of agreement that I executed to 2nd Defendant & 2nd Defendant and myself are jointly cultivating the coffee estate for the last 4 or 5 years. I have solot 3/8 ths of the estate to 2nd Defendant for Rs 1000 by that Sale deed No XIV. I sold it to him for Rs 1000 which I had borrowed of him for the expenses of the Coffee estate. Exhibit No XV is the hypothecation deed that I gave to 6th Defendant for Rs 600. I owe money to 6th 3rd 4th 5th Defendants and 8th Defendant by Chettiar. I have no other debts. The lands in dispute of Kilmangalam which are in dispute are worth Rs 2500 and those of Melmangalam Rs 1100. The tobacco garden at Melmangalam is worth abt Rs 1600 or 1700. The 3 other tobacco garden is worth Rs 200. The dry land of Melmangalam which are in dispute are worth Rs 1400 while the 1 odd gulies puel land of Silaiparpatty and 1½ gulies of dry land of Kamatchipuram are worth Rs 500 and 600 or 700 Rs respectively. The houses in dispute are worth abt Rs 300. 3/16 ths of the coffee estate that I retain with me is worth abt Rs 1500. When the license tax was fixed

fixed in 1861, I was told that it was for a money dealings and not for the profits that I derived from the lands. Exhibit B is the Income tax notice sent to me. I did not give neither gave statement nor produced any accounts as required therein. I don't remember that I did either thing. Tax was levied from me on the strength of the Government account given to Government. I don't remember the Amount for which they assessed me. Exhibit C is a receipt showing that Rs 3-15- is the tax for 12 months for the year ending 31st July 1861. I don't know whether it is for one year or half a year. I have no other receipts for that year. Exhibit D is the receipt for 1862 for that year. There is also no other receipt for that year. During the subsequent 3 or 4 years I did not pay tax. I don't know for how many years I have paid Income tax. I cannot even guess how long before the execution of Exhibit 2nd VI, I began to have dealings with Subbarai Chetty. I had dealings with him on account of the coffee estate. I don't remember how I spent the money that I took from him. Besides Exhibit 2nd VII which I have executed to Rapilan Chetty, I had also other transactions with him. I took Rs 2200 mentioned in Exhibit VII and discharged

discharged the debts off Exhibit No V now.
I solemnly affirm that I discharged this debt.
Q. You have stated before that you spent
Rs 2000 in gambling, dissipation &c. Now you
that you took this amount in legue &
the debts due under Exhibit VI. How do you
explain
A. I have only stated that I spent for immoral
purposes the sums that remained with me
after paying Rs 1400 and for the debts due under
Exhibit VI. I did not say that I spent the
whole for immoral purposes alone. Vide also Exhibit
with whom I had dealings is a
merchant. I took out
Exhibits IV & V. Deducting the 130 Rs which I owed
in connection with the purchase of a gold neck orna-
ment (Thali); I got Rs 870 in cash. Of this amount
I paid borrow Rs to the overseer Kappan Pillai above
alluded to on the strength of his word. The remainder
I spent in different ways. I don't remember
how I spent it. My partner, the 2nd Defendant
took the 1400 Rs for which I executed a bond to
Subbaya Iyer, & the Defendant in No 899 for purchasing
the Speirsheuder's coffee estate at the sale held
for the Abkari arrears due by this gentleman.
2nd Defendant purchased the 3/16 ths of the Speirsheuder

I paid him Rs 337 or 400 which I had taken with
me by selling the coffee seeds I packed. Rather
than to pay him 25 Rs. The remaining sum,
2nd Defendant paid himself. I am entitled
to half of the 3/16 ths of the estate that belonged to
the Speirsheuder & the 3/16 ths was sold
for the in satisfaction of the decree which the
Defendant obtained against the Speirsheuder
for the amount due by him. The 1/8 th portion will
be about Rs 500 that I paid for pur-
chasing land in Kandappa Kottai was my sister,
Velliammal's money. I obtained the sale deed
(No VI) in my name. My sister is with me.
I don't know whether she lends money &c
or not. She has dealings for about 500 or 600
Deducting the 500 Rs which she has paid to me
she keeps Rs 100 with herself. The name of my
Concubine is Nallathangal. I have been
keeping her for the last 10 or 12 years. She is a
Maratti by caste. She would be about 30 or 35
years old. She would not go out to work.
She would not go out to reap at the harvest time.
She would take wood for her private use and
to the Hills. She lives in a thatched house. It would
be worth Rs 35. I purchased it in her name
from

I have by patta created the Coffee estate in dispute to [illegible] Chetty under Exhibit IV. I have stated in the patta that the coffee garden is self acquired. I have also stated in Exhibit XIV that it is self acquired.

Answer to the questions of the Vakil on behalf of Defendants.

Nagilu chetty is a Komatte by caste. He filed a suit against me in the Small Cause Court. I remember for what amount the suit was. He asked me to execute a deed that I had executed to him. A warrant was served upon me. I don't remember the amount for which warrant was issued. I don't remember how much I paid that amount. I paid this amount at Periacolam. Besides the sums due by me to Nagilu Chetty under Exhibit VII and paid to his warrant I may owe something more to him. The warrant was issued about 2 years ago. I paid this warrant amount by borrowing Rs 100 from 4th Defendant. Exhibit XVI is the document that I executed to 4th Defendant at Periacolam. The deed was executed at the time when the warrant was issued. Of the 200 Rs mentioned in the deed, I took 100 Rs on the day of execution. The remaining 100 Rs, I had taken previously from him. I don't remember how I spent the Rs 100. For the other 100 Rs I had executed a deed. The 200 Rs that I took from 4th Defendant under Exhibit XVI consists of the above sum and the sum received in cash. It is about 6 or 7 years since Plaintiff was married. I got him married. I might have spent Rs 200 for the marriage. After I became the head of the family, I got married plaintiff, his younger sister and my younger sister. The marriage of the two girls might have been performed about 10 or 14 years ago at a cost of Rs 50

I did not borrow for Plaintiff's marriage. I met the marriage expenses from my own pocket. For the expenses I did not borrow Rs 100 from 4th Defendant. I also met the marriage expenses of the said two girls from my pocket. Land No 13 does not belong to the Half Karai of land in Kilangalam which is in dispute. Lands Nos 14 & 15 are mortgaged to 4th Defendant and are in his enjoyment. Before the expiry of the mortgage period, he took undertook to cultivate them under me on receiving his share & sum due to him as cultivator. He has been long so for the last 5 or 6 years. Some years, he gave me half the produce and in some, 2/3rds. I did not take from 4th Defendant an advance of Rs 100 for an account of his cultivating the above lands. But I had taken a loan of Rs 100 from 4th Defendant. As Alagayam Perumal Pillai mentioned in the mortgage deed No XVI is my sister's husband, land No 13 stands registered in his name. I hold patta for land No 15. At the request of the 3rd Defendant, Plaintiff's name also was included in Exhibit No I. I cannot name even one dancing girl out of the 10 or 20 persons to whose house I have stated that I went. During the last two years, I have abandoned all my vices except that of resorting to Coienbine's house.

Answer to the questions of the Vakil on behalf of 3rd Defendant.

I saw Exhibits I & II. Exhibit I was executed by me and Plaintiff. Exhibit II was executed by me alone. I

have executed Exhibit as IX. I don't remember
to whom I paid the amount I took under Exhibit II.
At the settlement of accounts in connection with Exhibit II,
it was found that Rs 675 was due. I took Rs 125 - more and
for the whole 800 R, Exhibit I was executed. At the time
of the execution of this deed, Alagen Varanam Pillai's
warrant was not issued. It was issued a year
before this. I don't remember for how much the warrant was.
I paid that amount. There was also a warrant for
me for the amount I owed to Koilu Pillai & I paid
it by borrowing from Kumara Subbia Iyer on the se-
curity of Jewels. I don't remember when the warrant
came. I discharged Subbiar's debt by from the amount
borrowed under Exhibit IX. I did not pay for the
arrears of revenue, the balance that remained
after Subbiar's payment. I have a wife and a son
who is the plaintiff in No 899. My wife is his guardian
He will be 10 years old. My wife's father maintains her
I don't maintain her for the last 2 or 3 years. Thinking
that I was wasting the property, she separated herself
and lives, for the last 2 or 3 years, in a portion of my house.
My mother cooks for me. She is 60 or 65 years old. She is
able to cook. I have a widowed sister to maintain.
She would bring water and help her mother. I and my
wife live separately though under the same ~~tile door~~ portion
There is a space of 10 yards between the part in I live in and
that in which she lives. Plaintiff lives in a separate house
though under the same arch of the house

Answer

Answer to the questions put by the Court

Mr Sperschneider is also called Selai durai

Read over to me. Signed Salamalai Pillai

Further examination of the above witness on oath

on 20th January 1890

Answer to the questions of the plaintiff's Vakil

There are 5 houses under the same arch. My mother
and widowed sister help each other in cooking.
I don't know what is meant by 'ancestral property'
and what 'by self acquired'. Exhibits X & XV
show that properties mentioned therein are self acq
They are not self acquired. My ancestors have
acquired them. I thought there was no patta for
land acquired by my ancestors in Melmangalam
village in their names, yet as they were their
acquisitions, no patta was subsequently made
for them in my name. About 1/4 Gulies of wet land
were purchased in the name of plaintiff's father
for Rs 30 from one Muttu Servai. I have been enjoying
it for the last 20 or 25 years. Patta for it still
stands in the name of the original holder. This
land was hypothecated in Exhibits X & XV.
In these deeds, I have shown this land as my self
-acquired property. When this is an acquisition of
my ancestor, the Curnum has written that it is my
self acquisition. When I remonstrated about this with
the Curnum he told me that it mattered very little

have executed Exhibit No IX I don't remember the
he had written 'ancestral or self acquired' since Ex II
property was then in my enjoyment. I purchased Ex II
the coffee estate in dispute from the proceeds yield
Ancestral property. I did not purchase it from my time
own money. I have stated it as 'self acquired' since I
others told that it is so because I purchased shares
I paid no income tax during the years in which I was
not taxed. I have produced some of the receipts for
that were given me for the income tax I paid and
I did not include Sirungapatty coffee estate at Sec II
my sale to 5th Defendant. As shown in exhibit VII
I had 150 Gulies including the 20 Gulies that I took
plans to inform. The boundaries in Exhibit VIII
Gulies according to those defined in Mr Sperschneider
Sale deed to me (Exhibit V). I cannot prepare a
plan for the estate. When I gave a plan of the estate
Mr Sperschneider, 5th Defendant was Tahsildar
Nilacolam. It is before this that he bought the
Plantation 64 odd Gulies of the Coffee estate for
excepting the lands that I have sold him, all of
and lying within the said boundaries specified
belongs to me. For the last 2 years, 5th Defendant
has unlawfully been cultivating the Sirungapatty
estate. It will be about 10 or 20 Gulies. Without the Sirun-
gapatty estate, the 64 odd Gulies that I have sold and
5th Defendant would measure 4 or 5 Gulies separately
Gulies under the
the 5th Defendant. I fix
Bounds
Gulies
Gulies that I have made over to them, when I repeate
questioned the 5th Defendant about his unlawful
encroachment of the Sirungapatty estate, he told
me that it belonged to him. I took only Rs 600 of the
Rs 1000 for which I have executed Exhibit No XIII to and
Defendant. This Defendant owes me Rs 400 still. Under
a previous deed of agreement, I am entitled to 3/5
of the portion purchased by 2nd Defendant in which
2nd Defendant is entitled to 2/5ths. When my debtors
pay the amounts due to me, I used to return the
documents that I had taken from them. The docu-
-ments that I mentioned as having included
plaintiffs name might have been accordingly
returned. As I was the head of the family,
I used to take documents only in my name
I have spent Rs 40 or 50 in connection with my
purchase at Melmangalam. I have spent this from
the family property. I have rendered the land
fit for cultivation. Exhibit V which is the Sale
deed executed to me by Mr Spersfneider includes
the bungalow situated on the Hills. After I
purchased it, I have spent Rs 100 for its repairs
I lent it to 5th Defendant without any rent as
requested by him.
Answer to the questions of the Vakil on behalf of Defendants 2 to 6
Besides the said bungalow, there are 15 or 20 huts on the Hills
Exhibit V

Exhibit V does not say anything about the bungalow but speaks about certain huts valued at Rs 20. The sale deed of Mr Spershneider and that of Nageswaries are of different dates. I have heard Exhibit VIII read to me. I have executed as stated therein. The land that I spoke about as having obtained on durkhast and informed by me is worth Rs 200 or 300. It is about 2 years ago that I converted it into a garden. I meant by the bungalow the huts described in Exhibit V as being worth Rs 20. The bungalow of Mr Spershneider is different from these. It is situated a mile and a half to the east of the Coffee estate in dispute. It is a thatched bungalow. It does not lie within the 64 odd ¾ of an acre sold to 5th Defendant. It is situated on a Government waste land. I heard Exhibit VIII read to me again. The boundary given therein is, Kraipally road land of Mr Spershneider's bungalow and the spot of this bungalow belongs to me. It does not belong to said gentleman. It is for its repairs I spent Rs 100. It is this bungalow that now in dispute. It is the above documents is shown by mistake that it belongs to Spershneider.

Reply to the Questions put by the Court

It is 4 or 5 years since I sold the Coffee estate in dispute to Nageswaries for 5th Defendant has paid Rs 3000 only. 5th Defendant. It is in this Court

on that it is
ted about this wit
attend very little
whether he had

Court only and nowhere else I have stated that I excused 5th Defendant from paying the balance Rs 1000 as requested by him. About 2 or 3 years ago I asked the 5th Defendant to make over the bungalow. He told me that he had purchased it from the above named gentleman. I have not petitioned to the Collector that 5th Defendant took unlawful possession of the bungalow and Swiyangapatty Coffee estate. I did not complain of a suit 5th Defendant because I was afraid of him.

Read over to me & it is correct

Signed Solamalai Pillai

Signed Kistnasawmy Ayer Arantanarayanien Vakil.

Remarks. Of the 42 documents produced by the witness, 32 have been filed by the Plaintiff's Vakil. The remaining 11 were returned to the witness they are

Cadjan Sale deed dd 13th Avani Kilaka executed by Subbamenon to Nagara Ayer for Rs 500.

Cadjan patta for fasles 1247, 1254, 1258, 1259, 1262, 1263, 1264/1265/1268 & 1268 & 1 paper patta for fl 1268 fb

Sign of the munsif

Copy of deposition in suit
898 Sholam & Lai Pillai
(Taken) Muttusami Iyer
Jaffna)

D.C. Jaffna 6876

The 13th day of February 1877

Before the District Commissioner of Trincomalee

Examination on oath of the 3rd Defendant in the above suit as 2nd witness for Plaintiff.

I have known the mortgaged land in dispute for the last 3 years. I own lands to the north of the said land. I have known its enjoyment for the last 3 years. I have purchased it from Solai Pillai on a sale deed. Before I purchased this land the mortgaged land in dispute was in the enjoyment of Solai pillai. After buying the disputed land in the auction sale, I have in enjoyment for a year. Before that day. Prior to the attachment of the disputed land, Solai Pillai was in possession of it. I know Mr Sperschneider. It is about a year since he died. I have known him for two or 3 years. From the time that Mr Sperschneider bought the disputed land from Solaipillai he (Mr Sperschneider) has been in possession. It is about 2 or 3 years since he purchased it.

He bought it about 2 years before the time of
(1st Appellant's)
his death for Rs. 1,500. On the date of the above
Sale, Solaipillai sold certain lands near the
one in dispute to Muthusami ayyar Sabr.
All the above lands including the one in dis-
pute were included in the patta of his
Sperschneider. I do not know in whose
name the patta stood after the purchase of
lands by Muthusami ayyar. My lands
as well as the Talaiyaris were attached
along with the land in dispute. The total
extent of lands attached was 150 gulis.
The lands of Solaipillai, Silutthiyan, Vasu
deva hajakan & Seenappa hadan were also
attached. Objections were afterwards
put in and these lands were released
from attachment. I know the lands
of the above named Silutthiyan, Vasudeva
hajakan and Chinna hadan for the last 4 years
but I do not know in whose name patta
issued for these lands. Vasudeva hajakan

has been in enjoyment of these lands for the
last 2 years. I do not know who was in
enjoyment previous thereto. I have heard
that Vasudeva hajak enjoys his land by
right of purchase. I do not know from
whom he purchased. I have also heard
Silutthiyan purchased the lands from his
Sperschneider. My lands as well as those of
Solaipillai and the Talaiyaris form a
part of the same garden. I have heard
once before the lands were attached for
Tolavari arrears and were afterwards
released. The land in dispute was also
included in the attachment.
I remember to have attested the Conveyance
by which his Sperschneider bought the lands
from Solaipillai but I must refer to the deed
for the sure of it. My father's name is Venkata
Varadaya ayyar. I know his Sperschneider
well for the last 3 or 4 years. I have spoken
to him. I did not visit the hills when he live
there.

there. I know the place in the Hills where
the Gentleman's land I have erected a
shed & lodge in when I go up the hills.
the Gentleman and I have never met
and spoken to the Hills. During the 3 or
4 years, I have seen the gentlemen I have
seen him 4 or 5 times. I came to know
the fact that the land in dispute was mort.
gaged to Plaintiff only after I was served
with a summons as 3rd Defendant in the
case. I did not know it before then —
I know that the Plaintiff had at the time
of the auction given notice that the land
in dispute was mortgaged to him. I have
known the plaintiff for the last 1 or 1½
years but not before. Wakil for 3rd
Defendant had no questions to ask.
I have heard the above read over. It
is correct. (Sd) Sriniwasa ayyar
T. R. Sesha ayyar Reader
C. S. Ananthanarayana ayyar
George Sydney Shirley Do
a Saiyid Mustafa Sahib Interpreter

I am a Native

5

No. 5 Ex. 64
1875

407

89.

88 To

The Hon. Rahias Esquire
Collector of Madura

The humble petition of V. Ponthirasamiayyar Talia
dar of Periyakulam:

Respectfully sheweth,

1. That your petitioner is given to understand
that all the pattah lands of the late Mr. E. Sperschneider
situated in Palamalai, 156 5/8 gulis in extent, have
been attached for arrears of Abkari Revenue out
standing against him.

2. That your honor knows that the sanction
of the Board of Revenue granted in their Proceedings
dated 16th July 1874 Mis No. 4789, your petitioner pur
chased a portion of those lands, viz. 64 3/4 gulis
from Nageswara ayyan of Thungarai on the 16 Augt.
and about one gulie together with buildings thereon
from Mr Sperschneider himself, on the 31st August
1874. That your petitioner has been in full and
uninterrupted possession and enjoyment of the
lands, their produce and buildings since the date
of purchase.

That besides Mr Sperschneider on the 1st Sep

1874 (2¾ months before his death) submitted a petition to the Sub Collector requesting the transfer of pattah for the said 65¾ gulis in your petitioner's name; and that your petitioner also has submitted in the same petition his requests to order the transfer -

4 That your petitioner believes that the Sub Collector has given orders to the Tahsildar of Palni to make the transfer applied for.

5 And that your petitioner, in conclusion, respectfully requests that under the above circumstances, your honor will be good enough to order the removal of the attachment of the lands in the possession of your petitioner.

Your pet[r] begs to remain
&c
(Sd) V. Ramiliudamiappar

15 April 1875

(Trans[n] No. 1)

K. Ramaiyar
Head Clerk

M 2

31/7/84

1876 [illegible]

1887 [illegible]

[illegible]

[illegible — handwritten Tamil text, approx. 26 lines]

This has been reported on in the letters already [illegible] by Sub Collector. The [illegible]'s claim may be [illegible] and the portion of land sold to him may be [illegible] from attachment.

(Sd) W. [illegible]

Revenue Depte

30/7/[illegible]

No 3

Miscellaneous No 4789.

Proceedings of the Board of Revenue.

Dated 16 July 1874.

Read letter from the Collector of Madura dated 27th June 1874, No 174, submitting an application from the Tahsildar of Periyakulam for permission to purchase a piece of land on the lower Palni Hills.

Sanctioned

(True Extract)

(Signed) J Gibsone
Secretary

To
The Collector of Madura
with enclosure returned

(True Copy)

K R Ramaswamy
for Secy to Govt

No 1 Depositions given on 13 Feb 1877 before Mr Jeff of 3 Indigenous by Surveyor and with translation given in OS No 60 of 1876.

No 2 Also petition with Collr's Mr Duke & Deputy Commr's C 15.4.75 filed in the same suit.

15/
Dec 1878

No 3

Papers about Mathuppanoy Pt's
obtaining permission for the
Board for the purchase of the
Coffee Estate

No 174. No 2

Madura Collector's office
(Camp) Periyakulam
27th June 1874

3.0.17.09
22

From

W. Ince Dukes Esquire
Collector of Madura

To

The Secretary to the
Board of Revenue
Madras

Sir,

I have the honor to submit for the favorable consideration of the Board an application from the Periyakulam Tahsildar for permission to purchase a piece of coffee land on the lower Palni Hills. The land is not within his Taluk but being within his magisterial jurisdiction, I think it desirable that the purchase should not take place without the Board's Sanction.

I have &c

(Signed) W. Ince Dukes
Coll.

(True Copy)

3017/1874 No 1

Chinnamanur
24. June 1874

421

To

W. Rhe Pulae Esquire
Collector of Madura

Sir,

I beg respectfully to submit the following matter, which exclusively concerns my personal interests, for your favorable consideration and orders.

2 — You will remember that sometime ago I had mentioned to you of my intention to buy a small Coffee Estate in the Palamalai Hills attached to the Tandigudi village, Palni Taluk. The whole Estate consists of 76½ acres of which 22½ acres are in bearing the rest being cleared waste. The pattas for this Estate stands in the name of Mr E. Spencer who was Forest Overseer of this Division. After he resigned his appointment in 1865 he planted the said 22½ acres now in bearing and sold the whole of his pattah land to one

Solapillay of Kulumangalam in 1867, who has since transferred one half of it to Nageswara Iyer of Ilengarai. I have now made arrangements to buy a half of the whole property, viz. 11¼ acres in bearing and 27 acres waste, and respectfully request that you will be kind enough to permit me to purchase the same. Under rules 1, 3 and 4 of the Board's Standing Order No 601, I am not debarred from purchasing lands without the limits of my taluk. In this case though the village of Sandigoodi in which the land is situated is within the limits of the Palni Taluk and Revenue jurisdiction belongs to it, yet the magisterial jurisdiction of it has been at present given to me. For a long time this was with the Hill and Palani Taluk Magistrates and would be taken away from me immediately the head quarters of the Hill Sub Magistrate is transferred, as is decided to Kodaikanal from Vilpatti So I shall cease to have any connection with that village in a short time. Besides this, Palanidai is neither a village nor a hamlet, but is a separate tract of hilly land reclaimed by Mr Speyerschneider and distant about 10 miles from any hill village. No one permanently lives there except Mr Speyerschneider and his servants. In these circumstances, if you will be convinced that there can be no harm or a deviation to the spirit of the rules in your sanctioning my purchase of the above mentioned property

I have the honour to remain
Sir
Your most obedient
humble servant
V. Muthusami
Ayyar
Tahsildar

(Signed) J. Ramsden
for Collector

(True Copy)

J. R. Ramsden
for Collector

R.

R, Muttusamy Iyen's p
Mandamus for permis
to purchase this Coffe
Estate

R2 The Collr's letter dat
Meeting of White Resid
of Rev

R3 Bd. Pro. granting permi

1874

(True Copy)

(Signed) Mahomed Azeem
Ag Sub Registrar

Examined by Mahomed Azeem
Ag Sub Registrar

(True Copy)

S R O Rajahmundry
30th July 1859

C. Stephen
Sub Registrar

(22.7.87)

List of persons granted for the first of August for 1884-85, entered Record by Circle. Cautions a remark what appe that Muttusawmi I/ held and on the death on the 1st proper grade the appointed both.

143. Copy of document

Sale certificate of land issued under Sec 316 of Act X of 1877. Civil Procedure Code by the Subordinate Court, Madura West, in Madura in Pet No 46 of 1881 corresponding to civil Suit No 7 of 1881 on the file of the said Court.

Plaintiff - Meenatchi naiker, son of Rengappa naiker residing in Vadakku Veli Street, Madura.

Defendants - Alagumoolam Pillai, son of Chockalingam Pillai and lessee of Kanni-vady Zemindar residing in Vadakku Avani Moolai Lane, Madura (1); his sons, Harikrishna Pillai (2) Chockalingam Pillai alias Pengasa (3) and Nagalingam Pillai (4); Kundasawmy Pillai (5) and Kumarasawmy Pillai (6) sons of Attuinarayanan Pillai; Ganapathy Pillai (7); Karuppayi, wife of Ranga-sawmy Pillai residing in Vadakku Ma--ratha Street (8) & Muthuvadiya Pillai son of the said Kumarasawmy Pillai.

As in the Sale that took place on 4th August 1881 in the execution of the decree of the said Suit, Meenatchi naiken, plaintiff in the above Suit has purchased for Rs 17,500, Seventeen thousand and five hundred Rupees the

Copy of Endorsement and certificate

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Presented by the under-signed at 2½ P.M. on 22nd February 1882 at the Peria-colam Sub Registry Office.

Appadurai aiyar, Son of Sundaram, Caste Brahmin, occupation, ryot, Devatha--nampatty village, atta-nampatty.

Agent of Muthusawmy aiyar by authorised by a Special power of attorney dd 7th February 1882 and attested by Trichinopoly Registrar

Witness examined.

C. Manicka Vasagam Pillai Son of Sankara manthra Pillai Vellala caste, Private Va-kil, Tenkarai. 22nd February 1882.

Signed. Mahomed Azzaddin ag. Sub. Regr. Registered as No 143 in pages 306 & 307 of Volume 20. Book I. 22nd February 1882

Signed Mahomed Azzaddin ag Sub. Regr.

immoveables of the said defendants in the immoveable property specified below [1st sheet, correction nine inter-lineation nine. P.A.S (stamp Rs 165) no 236. Rs 165, Re-fees 165, Madura Nagasawmi aiyar, 20th october 1881. Madura Taluk Sheristadar, S. Menatchisundaram ag. sheristadar (12th sheet) and has transferred the same to Muthusawmy aiyar, son of Venkatasa-mier of Nedivatha, residing in Trichinopoly on receiving from him the said amount and as the grant of the sale certificate in the name of the latter has been ordered as prayed for by plaintiff in his petition registered in no) 40 of this year, it is hereby certified that he has purchased for Rs 47, 500 and that the sale is duly confirmed by the Court on 19th october 1881. Signed by me and the Court Seal affixed on 27th october 1881.

Description of property: Lands Nos 1168, wet, Sulies 130—a—0, 1108 wet, Sulies 1108 registered in Patta no 185 in the name of and belonging to Athimulam Pillai and Rangasawmy Pillai of Devathanapatty village, Periakulam sub-district. 2nd Sheet. correction nine. Inter-lineation nine. b. P.A.S.I. (Stamp Rs 10) no 223) Rs 10. Ten. Madura Nagasawmi aiyar. 20th october 1881. Madura Taluk sheristadar S. Menatchisun-daram. ag sher. (3rd paper) 26. Right of privy-hall the produce of 138 in Nambai anai of the

said Devathanapatty, situated to the east and south of Mungilanai river, to the west of anicut channels to the north of the said river and Sera-naicker's garden and belonging to Rangasami Pillai, excluding of the right of the 10th Defendant in the said properties. Third sheet. Correction nine. Interlineation nine. C.h.C. Proshottam, Sy subordinate Judge. written by Ananthan aiyangar R (seal) Signed Mahomed Azzaddin ag. Sub. Register (seal). Petition of Nagasawmi aiyan of Madura to the Taluk sheristadar of Madura. I am in need of a stamp for Rs 175 for a sale deed. When I applied for it to the Treasury, I was told that a single stamp was not available. Therefore I request that duplicate stamps may be given me for the said 175 Rs. 20-10-81. Endorsement Nagasawmy aiyan. As a single stamp for Rs 175 is not available, one for Rs 165 and one for Rs 10 are given. 20-10-81. Madura Taluk. S. Menatchi Sundaram Ag. Sheristadar

Copied by Subbien Gumasta. signed Mahomed Azzaddin Ag. Sub. Register

Examined by. Mahomed Azzaddin Ag. Sub. Regr.

True Copy

S. R. O. Periakulam. 30th July 1889.

Sub Registrar

True Translation P. Brown 8.A.Sy

Re Registration of Land Certificate of land sold in the Subordinate Court Madanapalle Work in execution of a decree in favour of Meenakshi Naicker. He forgot the land at the Court Sale but got the Court to frame for the Land Certificate to Mahanad Ayer

17
Mlw. 5 Sep 990

4th May 1905

437.

The Collector of Madura

Sir

I respectfully beg to inform you that I have sold enough of my land in Devarthanam to purchase about 5 acres of land for burning a godown & barbeque in connection with my coffee estate already.

I therefore apply to you for acquisition of land for Public purposes under the Rules framed by Government under Section 71 of the Land Acquisition Act I, 1894.

I shall be much obliged if you will kindly say down that they are not applicable to the purchase of land for trading purposes, & that as I have purchased more than five acres which I require

* Vide Rule VII Standing orders 401.

for the buildings ~~will~~ allowed & also
I require your sanction. The ~~site~~
~~occupied~~ buildings will occupy
only about ¾ ~~acres including~~ an
acre. I want the rest for
drawing stones ~~&~~ & fruit
trees ~~in~~ around the buildings
so that the people ~~from~~ usually
~~the~~ ~~road~~ the road & attending
the market fair, (the land
cannot be selected being close to the
~~village~~ fair) may ~~occupy~~ the
shades of trees & water of the
well I intend ~~to~~ ~~building~~ for.

Yours
Mi

Dundee

Tokaldan.

H.P. 69 may be paid
to my Banker at Peria colum
I see no objection to your purchasing
land for godel & then round
building at Devandampatty
I suppose there would be no
objection to your taking 5 acres
for the purpose for Market
House Local Fund Meeting
here on 20th May.

Yours faithfully
W. Robertson

4141
a

P. 62

Statement of lands acquired & relinquished by public servants before and after entering the service

Note — Transactions must be shown in separate parts of the return according as they took place before or during the year for which the return is submitted viz 188—

Name of officer	Office held & in what Dept	Whether acquired or relinquished	Before during or after 188—	Extent & assessment of land				Sircar or Inam	Situation of land			When acquired or relinquished	Year month & day of deed	Register of deed in this land	Remarks
				Dry		Wet			Village	Taluk	District				
				Extent	assessment	Extent	assessment								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

J Ford
10.8.89

18
Rev 5180 990

upon points you thought necessary.
Certain statements and opinions
appear in Mr. de Lotaing's letter about
which the witnesses have not been
questioned in the enquiry: viz

(1) that Ramachalam Chetty
told the Tahsildar of Peria-
kolam that, of the money
lent to Muttusami Ayar
Rs 4500 were lent to him in
the name of Nageswaraier
Nattamgar of Tenkarai
Village in the Periakolam Taluq
for the purchase of the Coffee
estate in the name Sithanna
Iyer." (para 4).

(2) that Muttasami Moodaly of
Trichinopoly gave "shifty ans-
wers" when interrogated by
Mr Fawcett. (para 12)

(3) that Muttusami Ayr had
squared Muttusami Moodaly
(para 12)

(12) that I arranged for Secrecy
as to my Trichinopoly deal-
ings.

I was not able to ask the witnesses
concerned in these matters, as I
got copy of Mr. de Lotaing's letter, only
after the enquiry was over at Madura
and Trichinopoly. With reference
to the observations that I had "Squared"
Muttusami Moodaly and arranged for
Secrecy with some of my old creditors,
I beg to submit that had I been so
unscrupulous and mean as to do
so I would not have given the
names of all my creditors present
and past as I did in my explan-
ation. I believe nobody knew about
my dealings with several of them,
until I told Goode. I suppose that
there was not an interval of more
than one or two days between the
two statements made by Muttusami
Moodaly to Mr Fawcett; and it is
physically impossible that I sh
have "squared" him within this shor
interval from Kalpad to Whi

station it takes 4 days for the post to reach from Trichinopoly.

3. With regard to the loan from Kasturi Reddy commented upon in para 2 of Mr de Fano's letter, it is very unfortunate that he is dead, that his son seems to know nothing about the father's transactions and that no accounts exist. It is now impossible for me to ascertain under what circumstances he made his statement before the Sub-Collector, and whether it is due to defective memory — he himself having then stated that he had no documents — or whether it is capable of any explanation. The matter could have been cleared up the time if the Sub-Collector had made a reference to me when the incomplete statement was made. Under existing circumstances, I have done the only thing I can do, viz. to put me down as a witness the person who obtained for me

the loan from him. Saranga Alagiri-sami Chetty's respectability is beyond doubt. He first the transaction in 1883 when I was Tahsildar of Perumangalam and further says that Kasthoori Reddy with whom he had been friends for 25 years never told him of having given any other loan to me than the loan of Rs 2000 obtained through him. With reference to the observation that Kasthoori Reddy had no motive to — over-rate the debt due from me, I beg to submit that I have no motive — whatever to under-rate it, the only — question that could arise being whether he was within my jurisdiction when I contracted the loan from him.

4. With regard to the loan from Venkatachalam Iyengar, I beg respectfully to solicit your attention to his statement that he had no — interest even in the 10 or 12 gulies of land for which he had joint pattas in the Perumangalam Taluq. at the time of the loan.

5. With reference to para 7
I beg to submit that unless the rule
forbid borrowing from any person
in the whole presidency it is impossible to escape an imputation
of the kind suggested.

6. As regards
Mr. de Fonis remarks upon matters not
within the scope of your enquiry.
I beg respectfully to request that
you will be pleased to submit to
Govt the accompanying statement.

7. In conclusion
I respectfully thank you for the
patience and impartiality with
which you have been pleased
to conduct the enquiry and
appeal to your kindness and
generosity to render me justice.

I have &c
(Sd)
Your most Obed. and
humble Servt

S

Letter from Muttusamy
to the Hon'ble Govt with
the remarks of the C
& enclosing in his letter to
C 17.6.89 as requested
with the receipt of Mr. Le
Inquiry

1

453

Information obtained regarding the
pecuniary transactions of the Collector
Muttusamy Pillai with Arunachalam
Chettiyar of Vadagarai Periyakulam Taluk

In the settlement, on the 15th
Aani, Vishu year (August 1881), of
the accounts of transactions extending to
more than 8 000 Rupees upto that date,
a balance of Rs 5,000 odd was struck
against Muthusamy Pillai. The drawing
of these loans was chiefly for the
purchase of landed property and
for its improvement. A sum of Rupees
4,500 was credited, however once for
the purchase of a Coffee estate at
Palamalai in about 2 000 Rupees
another time for the purchase of kanjah
land in the village of Kevadampatti.
The loan of Rs 4,500 was in the name
of one Arogiswamy Pillai, the Nattamaigar

2

94 of 1-5-90

2/
NW 5680 890.

of Thencarai village, who is now dead.
The date of these loans cannot now be ascertained. But it may from be said that they were after Muthusamy Pillai came to Periyapalam as Tahsildar and before August 1881. The papers connected with these transactions upto August 1881, are not to be found and it is not now, after such distance of time, possible to prove these loans, as one Chinnayan Chetty the brother of Arunachalam Chettyar, who was looking to the business and keeping accounts, is now dead.

2. On the 4th May 1883, a sum of Rs 750 was borrowed by Muthusamy Pillai towards the repayment of the loans raised by him at Trichinopoly, when he was keeping Shanbagam Store, from one T. B. Muthusamy Pillai, Tobacco & Cigar merchant, Karrikare.

Towards the repayment of the old balance of Rs 800 & the loan of Rs 750 on the 4th May 1883, Rupees 1040. is said to have been paid out of the sale proceeds of a Kanak (Hill land) belonging to Muthusamy Pillai at Pannaicadu.

3. In 1884 a loan of Rupees 1000 was obtained (Rs 750 one & Rs 250 another time) was obtained. The dates of these loans are not known. This was repaid by the sale of Coffee from Palamalai.

Perungalam
2nd June 1859

Z.M.S.S.

Most Honored Sir

I beg to inform
your honor that Kil Inam:
gadam Venkatasamy Nayar
tells me that he lent to
by collector Inuthusamy Nayar
in the year 1852 or 1853, Rupees
2,000; One thousand Rupees
was his own money & the other
Thousand he took from one
Subramanya Shitchathar of
Mel Mangalam and gave.
A month or two after

Muthusamy Aiyar joined Dena
=pal Chetty from Periyacolam ab
a thousand Rupees was sh
from him, all have been
repaid & nothing more
to be paid. Venkateswara
Aiyar says, he cannot tell
the dates of these loa
as he has no account
him. No regular accou
was maintained by him
he used to simply mark
a note when the money
is lent and to destroy

the note after the money
is returned.

I hear that Muthu=
Karuppa Aiyar first purchased the
Sathu. Estate at Pâlamalai
in the name of one Sithanna=
Vaiyar, a big ryot of
Bethalgunda Village and
had it transferred to his
name subsequently.

I beg to remain
Sir
Your most obedt Servant
V Tirukamath

Nov 1911.7

Court Tonnicangatam
papers connected with this transac

Confidential

Madeira
26th

My dear De Forest

Herewith the information you want. I don't think any more the just dest.

Cine Kastini Reddy a respectable man and formerly Sessee

of Kennicadi Sata
has stated as follo
in our evidence bef
appeal. Muthuma
Ayer, Sabaildar, ca
to come to me. He pai
me 4 years ago - he
me Rs. 5000. I had
document to show
he repaid it. I sent
him his receipt when
he paid it back -

He paid me the amount
3 years after he borrowed
it from me. I sent
6 p.e me it -

- Sarip Sayo that
a Brahmin of
Kil
Vellumyalam
Venkatachalapathy
lent the money for
the purchase of
the Vidaduputtu
Sabai - 4 to 5 Thousand
have been lent for Tenkasi

4

Kadiri Canal.

1-5-

My dear LeHunte

Herewith a small statement of information regarding many but to what extent I am unable to say. It is rather indefinite as may be expected considering the lapse of time. Some information will I hope be forthcoming

---

Thursday
Sat from a thousand from him repaid the [illegible]

467

... he sent con-

my dear ... Iyer

... my bad lot and

small ... be very difficult

inforce much out of him.

... has just been in

... about an

... case and

... the ... has

will Rs. 1000 to hush it

He has or had

... connected with this transaction

469 5

Kodaikanal.
May 5th

My dear Le Fanu,

I send you
Tirayakulam Labs letter
about Venkateshwara Iyer.
Please inform me as regards
Venkatachallam Iyengar
will be Sentenced Soon as
possible, probably
about the middle of this

Deaths.

Marriages

Births.

The papers connected with this transaction

Tract 6

22 acres

The papers connected with this transac

175

him about it.
He mentioned
Lutheran as an
being here as
Higgin Phoenix
(ao; ~~but~~ and
said he might
have lent him
money; but
could not [illegible]
till he looked

in his accounts. When
he had looked at his
accounts he said he could
find no entry of any
such loan. I am sorry
I could not find it out
for you; but the evidence
wouldn't lie, herein

477 7.

Kodaikanal -
27 - 5 - 89 -

My dear Le Fanu -

I am expecting to hear every day - but as Blackburn is not in Madras but Expected - I must let the reminder -

pass unopposed

S. Fanu.

from Gokhale
his leave with
others. I presume
it will not interfere
his movements. The
basis of the work
remembered is an
old memo; but
he would not say
no.

Yrs
E. Hodgson

compliments
481 479

Madison
3rd Lewis

Dear Lettam
Hemenith
further information
the man appears
whose been
keeping out of
the way
Yrs Sincerely
L. Turner

Court [illegible]
The papers connected with this transaction
are

(confidential)
481 Madura
3d June 1869
Encl 6

Reference Order

With reference to your confidential letter of the 25th April 1869, directing me to report how much money was borrowed by Muttusawmi Aiyar from Venkatachalam Aiyangar of Madura & also whether the money was borrowed by whether Venkatachalam Aiyangar has been a dealer of the Firm any share Valley of Rs 8 and whether that

Statement of Venkatachellum aiyangar

was not at present able to find out the legal-re
I know one Rajagopala
who bears the name of
Venkatachellum
aiyangar & who, I have
Mahal, as a counsel of
Venkatachellum aiyan
referred to in your letter.
asked the former & sent
letter - & promise was m
Venkatachellam
aiyangar did not al
make his appearance -
Board subsequently
he holds land in the villa

of Kappalaseri in
Tirumangalam Taluq
& lived there - I went &
the village yesterday
and ascertained him
and questioned him.

He says that 6 years
ago Muttuswami aiyer
borrowed Rs 1000 (one thousand)
& executed a promissory
note & that the deed
having not been cleared
a suit was instituted
against him by Venkatachellam
aiyangar in the Tirumangalam
Munsiff's Court three years
ago - The money was borrow
and before witnesses
was withdrawn - & has
promised to give me the
deed of the promissory note

and the number of the Seal
in a couple of days. Ramu
Tirumaiyan is said to have
connected the Seal for the
Aiyengar - Medabin Nella
Venkata Narasimhulu
Zaheq at the time of the Sale
money was sent -

Venkatachellam argues
says that the money was
Nothing Lingaraya pursu
him by his uncle Krishn
argument the fabrici
Venkatachellam
Aiyengar deposed Baboo
Venkatachellam
Aiyengar's deposition
stems & further informa
pronounced by him in a couple
days of the receipt of his letter

The Defendant
Counsel Mr. Sulli

for the Defendant Venkatachellam
arguing

Court Tirumangalam
The papers connected with this tra

Court, Tirunangalam that I
The papers connected with this tra

Statement of Venkatachellum aiyangar inhabitant of Alappalasseri village

About 6 years ago, Muttusawmy Iyer aforesd. the then Tahsildar of Tirumangalam Taluq executed a Promissory note in my favor for a sum of Rs 1000. The money was not mine. My uncle Srinivasa aiyangar told me that the money belonged to some relative of the said Muttusawmy Iyer's & that it was to be lent to the said Muttusawmy Iyer, and desired me to lend my name and to get a Promissory note executed in my favor. Accordingly I paid Muttusawmy Iyer at Tirumangalam the sum of Rs 1000 given to me by my uncle and obtained a Promissory note which I handed over to my uncle. The money not being repaid I instituted a suit 3 years ago in the district Munsiff's Court against Muttusawmy Iyer. Immediately afterwards, Muttusawmy Iyer's son paid the money. thereupon presented a petition to the court stating that the money had been paid before the issue of notice and withdrew the suit. It was in the Dt. Munsiff's Court Tirumangalam that I filed the suit

are in my house in Madura. When I go home I shall look up and produce the papers. Kaimiar was the Vakil who conducted my suit. I originally owned 10 chains of land in Alappalaseri village. I also owned 2 cawries of the Ramasawmy Dimple Inam land, and subsequently purchased 6 Cawries of wet land and about 15 or 20 chains of dry land. When I advanced money to Muttusawmy Iyer, he was not aware either that I was an inhabitant of the aforesaid village or that I owned lands therein. For the most part I reside in Madura. My name is Madura Venkatachellam aiyangar. I will produce the aforementioned papers before the Court on the 4th Instant.

(signed) Venkatachellam aiyangar.

The whole was read over to the deponent and admitted to be correct.

(Sd/ rs. Tillainayakam
Dy Collector

Alappalaseri.

2-6-89

I own puttah No 154 of Alappalaseri village.

491

village. It is now a month since I took up my residence in the said village - Prior to that, I used to go to the village once in a way. My brother is with Srinivasingar.

(Signed) Venkatachellam aiyangar

(signed) M. Tillainayakam
Dy Collector.

(A true translation).

Thirumalachariar

9. 493

Madeira.
8th.

My dear Le Sueur,

Herewith more information re the Matthews Lyes. Kindly Claudia like acknowledging receipt

Yrs Sincerely
P Lemmis

loan. to which he [illegible]

Madura
8-6-89

S. [illegible]

Respected Sir,

In continuation of my letter of the 3d inst., I beg to enclose herewith a paper which has since produced a paper containing copies of the proceedings under the Kanibo - I enclose the same for your information.

It appears that Rs 1000 was borrowed on 17-10-84 by the Mutturamen Ayyar from the Ayyagar, who instituted Original Suit No 426 of 1887

on 17—10—87 for
the recovery of the
sum in the summons and
the Lunacy's Court. The
originals are produced in
the Lunacy's Court

The Lunacy-warrant
and summons before notice
was issued which left
as the defendant
was incapable

Mag Brennan
Recorder
Yours obed
servant
M. Delaney Galway

To
The District Munsiff's Court,
Tirumangalam

Plaintiff - Venkatachellam Ayyangar
son of Tiruvengada Mudaliyar
residing in Kakkkalpatti
agraharam in Madura

Defendant - Muttusawmy Iyer, Dy
Collector, Trichinopoly -

Plaint presented by Kanniah
Vakil for the Plaintiff -

On the 17th October 1884. when the
Defendant was Tahsildar of Tiruman-
-galam Taluq, he took a loan
of Rs 1000 from the Plaintiff at
Tirumangalam and executed
a Promissory Note in favor of the
Plaintiff binding himself to repay
on demand the said amount
together with interest thereon at
the rate of half-a-rupee per centum
per mensem. The Plaintiff wrote
letters to the defendant pressing
him for repayment of
loan, to which the defendant
declined

that he would pay, but has not paid any thing as yet.

Cause of action arose on 17th October 1884.

Plaint Amount.

Principal . Rs 1000.
Interest for 36 months . Rs 180.
Total Rs 1180.

I pray that the defendant be directed to pay to the Plaintiff the aforementioned amount together with subsequent interest & costs of the suit.

17-10-87.

Stamp .	85-0-0.
Vakalat .	0-8-0.
[illegible]	0-8-0.
Copying fee .	0-8-0.
	86-8-0

Promissory note executed on the 17th October 1884 by V. Muthusawmy Iyer, Tahsildar of Tirumangalam Taluq, in favor of Venkata-chellam aiyangar son of Tiruvengadam Aiyangar residing in Kakka Toppu street in Madura

I promise to pay on demand the sum of Rs 1000 (Rupees one thousand only) to you (Venkata-chellam aiyangar) together with interest at 8 annas per cent. for value received in cash. This document shall be returned to me on payment of the above amount.

written by V. Muthusawmy Iyer with his own hand—

One anna label affixed

17-9-87. Letter sent by Post.
14-10-87. Do

(True Translation)
Thirumbeeliswara

Enclosure to our letter No $\frac{705}{1-43}$ R. dated the 31st July 1890.

GOVERNMENT OF MADRAS
8 AUG 90
REVENUE DEPARTMENT

No. 993 dated 6/8/90.

K. V. Muthusami Aiyar.

127

527

NOTE FOR THE ~~UNDER~~ SECRETARY.

Herewith is submitted a telegram received from Mr. Grose stating that he will be in Madura on the 17th & that the order of suspension of Muthusami Aiyar may now issue, he being directed to report himself at Madura as soon after the 17th as possible. Copies of the order to be issued are sent herewith for signature. Instructions are requested as to whether the Collector of Ramnad should be asked to be directed telling him that Muthusami Aiyar has been suspended & should be directed to report himself at Madura to Mr. Grose on the 17th or as soon after

Explanation of K. V. Mattusami Ayar. Deputy Collector on the remarks of The Collector of North Arcot upon matters not within the scope of The Hon. Mr. Grose's enquiry, contained in paras 8 to 11 & 13 of his Confidential letter to Govt. dated 17th June 1889. No 235.

1.

With reference to Mr. de Lamis suggestion in para 8 of his letter as to my first loan from the Mahant, the Govt are aware what influence the Local Fund and Municipal Assistant in the Govt. Office has over people whether in or outside the presidency town. The loan was given to me when I was Tahsildar of Srirangam. One can hardly see what influence the Mahant can hope to acquire in the Govt. Office through a Tahsildar in the Madura District, whose acting appointment in the Govt. Office ceased four months previously.

2. In considering the appointments I held in North Arcot in 1886, I again beg that it may be noted that after I ceased to be in charge of the Head Assistant Collector's division on the 15th September 1886, I reverted to Undigul and was posted to the Assistant Collector's division in the North Arcot District only in the following month.

3. In para 8 reference is also made to my having been president of the Chittore Taluq Board. In that capacity I had nothing to do with the Mahant. The President of the Chittore Taluq Board does not assess any tax for the purposes of the taluq fund either upon his houses which are situated at Tiruppati, a municipal town, or upon any other property of his in the Chandragiri Taluq.

4. With regard to the suggestion in para 9 that "very probably the Mahant consented to give the

[second] loan thinking that Muttusami Ayyar might be posted again to North Arcot. I beg respectfully to point out that he had given me a loan in 1884 when I was Tahsildar of Tirumangalam. The ingenious theory is here put forward that the Mahant did not pay me at once because I was not posted again to North Arcot. If this surmise is correct, the Mahant would not have paid me any amount at all. Having executed a document hypothecating a large amount of property, it cannot be denied that it was my interest to remonstrate with him and get the money as soon after the stipulated time as possible: But I can hardly see what pressure was necessary beyond that furnished by my bond itself.

5. In para 10. Mr de Fonseca seems to have slightly misunderstood me. I never said that I could borrow from Nallukottai Chettiars at 4 per cent. It is notorious that they charge exorbitant interest

4

What I said was that their credit was so high that they were able to borrow at low rates of interest — a fact which has been spoken to by Muthaliga Pillay*. Chockalingam Chetty's agent.

6. As to Mr. de Fam's Comparison× between the respective Credits of Covenanted and native officers, if "no Covenanted Officer can borrow at less than 9 per cent", The reason probably is that natives who lend money are influenced by considerations of permanent residence in the country and possession and security of landed property which no Covenanted Officer can hold. The idea of having some tangible real security (which is valued by Hindus even more than Govt. promissory notes) is a potent determining factor in their minds. Among my creditors the Govt will observe that there have been several persons like Mr Krishna-

Sami Ayr.

× many

5-15 5

-Sami Ayr. for whom Mr. de Fam cannot even suggest a motive for lending me at less than 9 per cent.

7. The circumstances under which Venkatachalam Iyengar said me, I have explained to the Hon Mr Lyne. It was certainly not on account of inj inability to borrow money elsewhere. I was every day expecting money from the Mahant and wrote to Venkatachalam Iyengar that I would pay him in a few days, and that my letter would be sufficient authority to save his claim from being barred. I did not expect that he would sue me after this nor did he give me any notice of suit; but he seems to have been afraid of the Statute of Limitations. The Mahant sent me money in a few days and Venkatachalam Iyengar was paid.

8. The suggestion that I "must have resorted to the Mahant for help in the hope that the

th: credit
money would not have to be returned at
all" — (para 10), I can only repudiate
with an emphatic denial as a
grossly unfounded imputation.
The fact that I executed a bond
securing a large amount of pro-
perty and registered it in a public
office will, I hope, convince The
Govt. that neither the borrower
nor the lender in this transaction
had in mind any such thoughts
as are insinuated by Mr de Tamo.
Q.

Mr. de Tamo is not
correct in saying in para 11 that
I was aware that he "had already
passed orders that I should be
employed in the South-west por-
tion of the district." I did not know of
his orders till he told me about
them. It is true that the orders
referred to had been previously
sent in a cover addressed to the
Care of the Tahsildar of Vellore.
But as I told Mr de Tamo I drove
direct to Chittoor from the Kat-
padi Railway station where I

did not see the Tahsildar and the
cover was not handed over to me.
I got the cover only after my return
to Vellore. When I was put in-
charge of the Head Assistant Collec-
tor's division in 1886, I was given to
understand by the then Collector
that I would be there only tempo-
rarily for a very short period and
that a Covenanted officer would
be appointed soon. Under the cir-
cumstances I did not think that
I should divulge any transaction
with the Mahant until the neces-
sity for it should arise by the
happening of some circumstance
to bring me into actual official
contact with him. No such cir-
cumstance then occurred. But the
necessity arose to mention my
monetary dealings with him when
my duties as special deputy collec-
tor would require the speedy valua-
tion of his lands.

10. With reference to the motive
suggested in para 13. for my deny-
ing that I used the words, "the
Mahant deceived me", and

for my having said that he was a very respectable man, it grieves much to find such a turn given to the facts. I am unable to see how the Mahant is to know the exact words used in a confidential document addressed to Govt. and still more why I should care about the Mahants favour

11. Mr. de Fame is again emphatic about my "very rapid promotion". It is not unusual for an officer to be a Sub-Magistrate after 6 years' service. This was, however twenty one years ago when there were very few qualified persons

12. The Hon'ble Mr Groves' enquiry will show that I did not borrow any money for the purchase of the Coffee estate

13. In conclusion Mr. de Fame suggests that my "antecedents" should be enquired into. I do not exactly understand what he means by my "antecedents". So far as my

past official life is concerned I have uniformly done good and hard work for 28 years and borne a good character throughout. as the enclosed testimonials and extracts will show. except that I had the misfortune to incur Mr de Fame's displeasure in the latter part of the year 1868. These testimonials cover a period of about 20 years of my official life from 1864 to 1883 and express the opinion entertained of me by almost every gentleman under whom I served. including Mr. de Fame himself (Nos 7 & 10) and Messrs Bliss and Crole (Nos 12, 13 & 19) to whom he wishes the Govt to refer. But I may mention that my independence in the discharge of my official duties and a determination not to seek the favour of the Huzur Subordinates created against me some enemies as some of these testimonials will show. I beg also to respectfully

Mr Geo McWatters No 5
Mr L.R. Barrows No 6.

request that the Govt will be pleased to refer to the marginally noted letters ~~by~~ Mr. Martin to the Board of Revenue in connection with his nomination of me to the post of Huzur Sheristedar of Trichinopoly.

I have said that I had the misfortune to incur Mr Le Fanu's displeasure in 1868. I wish to reserve the causes which led to that displeasure. But it will be seen from the extract from his letter to the Collector of Madura dated 23rd May 1868 No 59. herewith submitted, that he himself had a good opinion of me till June 1868. In more than twenty years after this I did not even have an opportunity to visit him. But I was hearing now and then that he had been pleased to make enquiries of me: The moment I saw him at Chittore on the morning of the 28th January this year after an interval of 20 years he began the conversation by putting me a series of questions on my private affairs and asked me

more than once why I came to that District. Knowing that he did not like me. This fact I have recorded in my diary in connection with my Special work which I began at Cuddalore on the advice of Mr. Sewell. But as he assured me that he was kind-hearted and did not mean any harm and wanted simply that I should give him satisfaction in my work and as I was posted to North Arcot only on Special duty for a short period, I did not apply to Govt for a transfer. I did not also mention these facts in my explanation, dated 29th March 1889, upon advice and deliberation, for he appeared in his letter to Govt, dated 1st February 1889, No A. simply to state certain facts or what he seemed to think were facts, and added "Had this gentleman not been posted to this district

I would have been glad to leave this matter alone.

After my explanation was forwarded to Mr de Fanu for submission to Govt. I reported to him on the 6th April 1889 that the special work assigned to me in North Arcot would be over on the 15th, and requested orders. The Govt. are aware that in reporting this to them Mr de Fanu thought it necessary to institute an uncalled for comparison between the respective work done by me and Mr Lakshmana Row.

The Government in G.O. dated 16th February 1889 No 1034 simply asked Mr de Fanu to call upon me to submit a Statement of all my loans. I submitted the Statement with explanation on the 29th March 1889. The Government will be pleased to observe that Mr de Fanu

Retained

retained it in his hands for more than 2½ months instituting meanwhile of his own motion secret enquiries in Madura and Trichinopoly through the Collectors of those districts, and this when I was to leave it after I left his district. When I asked him on the 18th May whether the enquiries said to be made in Madura and Trichinopoly were made under the orders of Government or of his own accord, he replied to me officially on the 21st May "I am not aware what enquiries you refer to, but it is true that I have asked for certain information".

From these circumstances coupled with the fact that, in his letter to Government dated 17th June 1889 No 239, he has made many baseless insinuations and directly impugned my

honesty without the slightest foundation by saying that I "reverted to the Mahant in the hope that the money would not have to be returned at all, that I "squirmed" Muttu sami Moodaly and so forth; the Government will be pleased to see what his feelings are towards me. I beg respectfully to submit that I do not mention this as any answer to the present charges against me but that the Government may be pleased not to post me again to a District of which Mr. de Fanu may be Collector or Judge.

In conclusion I beg again respectfully to assure Government that I have not consciously violated any of their Rules, and relying upon their Justice and generosity pray that they will be pleased to exonerate me from the charges brought against me.

I have the honor to be
Sir
Your most obedient
humble servant
W. Tennent Jr
D.C.M.

Negapatam
10th August 1889

(G. Vans Agnew Esquire)

Extract from the Sub-collector's letter to the Collector No. 101 dated 31st May 1884:

With reference to para 4. (this Circular No XLVI of the Rev. Board) I beg to state that there are but two persons in the Sub. Division who have passed the Examination for the Grade of Sub. Magistrate. K. V. Muthusamier. a clerk in my office who is quite competent to perform the duties of that Grade.

× × ×

(Signed) G. Vans Agnew
Sub. Collector.

7, Explanation of
K. V. Muthusamy Aiyan
Deputy Collector on
Remarks of the Coll
of North Arcot upon
matters not within
scope of the Honou
Mr. Grant's enquiry
contained in para 8 to
of his confidential le
to Government dated
17th June 1889 No 2

12 And Testimonials

22
Rev. Sec. 1889

27.

525

(From A.H. Hutchins Esq.)

Muttusamy Iyer has throughout given me most efficient help. For 3 months he was stationed at Periakolum with the writer whilst I was at the hills and I found him quite up to the responsibility of his position. He knows the Criminal Codes very well and will make a most useful public servant I part from him with sincere regret.

/Sgnd/ A.H. Hutchins
A/ Sub-Collector

12th December 1864.

Madura
1.12.66

(From V.H. Levinge Esq.)

M. R Ry.

Muttusami Iyer,

I have much pleasure in certifying that during the time I have known you, you have given me entire satisfaction and in returning you, you have my best wishes for your promotion which I have no doubt of your obtaining owing to your good education, abilities and industry.

Your well wisher
(Sd) V.H. Levinge
Collector.

(From J. R. Arbuthnott Esq.)

Muthusami Iyer has served in this office as Head clerk under me for the last nine months, during which time I have employed him chiefly in Magisterial work. I have found him active, zealous, and intelligent in the discharge of his duties. He possess a good knowledge of English and is well up in the Penal & Criminal Procedure Codes.

3.8.67. /Signed/ J. R. Arbuthnott
Sub. Collector.

5.

(From Geo. Inc Watters. esq.)

J. Muttusami Iyer was under my supervision for nearly three months. I believe him to be the best Sub-magistrate that I know of in the Madura District, notwithstanding the slights of his enemies who are not a few. I hope to hear soon of his promotion.

/Signed/ Geo. McWatters
11. 2. 68.

2/

2

6 Mayaveram
2d March 1860

To
W R Ry
Muttusami Iyer
Joint Sub-Magistrate
Madura

I have much pleasure in recording the
good opinion I entertain of your abilities
and integrity as a Sub-Magistrate
During the time you were subordinate
to me your work was most satisfactory.
I received many petetions against you
but all such of them as were bona fide
i e not either forgeries or anonymous
were satisfactorily explained. The
number of anonymous petetions which
I received against you would indicate
that you have many enemies, and it
behoves you to adopt in all public affairs
a most careful line of conduct. to avoid
even the appearance of partiality in any
matter. I need not tell you how doubly
dangerous any departure from the
strictest path of integrity would be to
a public officer in your position.
you will, I have no doubt obtain
speedy promotion in the Public Service
and I shall always be glad to hear of
your success and welfare.

Yours faithfully
Sd/ L. R. Burrows

Extract from a letter from H: Le Fanu Esq. to the District Magistrate of Madura, dated 23rd May 1868 No 59 embodied in G.O No 845 dated 14 July 1868

Para 20. I have received the greatest assistance from Muttusamy Iyer, the Town Sub. Magistrate. To his energy and intelligence much of the success which rewarded our arrangements is to be attributed; and he managed to have the trenches, latrines, and other works executed at a cost far below what we had anticipated. The useful ~~of~~ suggestion of erecting water-pandals emanated from him. It would be impossible to overrate the advantage derived from his Co-operation. × × ×

Order thereon, 14 July 1868 No 845

The Governor in Council considers the

the measures adopted on the occasion of the Chittra festival at Madura, for the protection of the public health, to have been judicious, and to have been carried out in a manner which is very creditable to Mr. Le Fanu and the subordinate officers of the Magistracy and Police, Muttusami Iyer, x x x

(Signed) R. S. Ellis
Chief Secretary

535

Remarks of Mr. G. R. Sharpe on the cases committed to the Sessions Court by V. Muttusami Iyer.

Extract from the Madura Dist. Gazette dated 12 September 1868 (page 55 & 552)

Calender No. LXVI of 1868 committed by V. Muttusami Iyer 2d Class Sub-Magistrate of Madura Town (Forgery Case)	Great credit is due to the Sub-Magistrate for the promptitude shown in the investigation of this case.
Calender No. LXXIII of 1868 committed by V. Muttusami Iyer 2d C. Sub-Magistrate of Madura Town (Dacoity case)	I notice with pleasure the speed with which this case was committed to this Court i.e. within 3 days of the complaint being laid.

"True extract"

(Signed) G. R. Sharpe
Session Judge.

Madura
7th January 1869

No. 3.

From.

The Deputy Collector
on General duties
Madura

To The Collector of
Madura

Sir, I have the honor to forward herewith for your information a report received from Muttusamiger who was lately in charge of Tirumangalam Taluk in my division.

2. You will observe that the report shows the amount of work performed by him during the time he was in charge and contains certain suggestions regarding the internal administration of the Taluk.

3. During the short time he was in charge of the Taluk I found him to be an intelligent and efficient Public Servant deserving promotion.

I have &c
(Sd) K. Devasikamany
Dy Collector

37-C

From. H. Le Fanu Esq.

Muttusamier late
Sub-Magistrate of Madura town
is clever and well acquainted
with the penal enactments

/Signed/ H. Le Fanu
30.1.69 Asst Magte.

(From F. H. Wilkinson esq.)

Muthusami Iyer has been Sub. Magistrate of Vedasandûr during the two months I have been acting here, and I have had reason to be satisfied with all I have seen of his work. He is active & well up in his Codes, and his judgments appear the result of a careful scrutiny of the evidence. Of course a Cadetal experience of 2 months is not worth much

/Signed/ F. H. Wilkinson
CS

Kovilur
21. 7. 69.

12
(H. W. Bliss. esq.)

Extract of a letter from the acting Joint-Magistrate of Madura dated 13th January 1870 to the District Magistrate.

Muttusami Iyer is the Sub-Magistrate of Vedasandúr. He is a man of very considerable ability and industry, and his knowledge of English & of the law is remarkably good. He was remanded to the post he now holds a year ago, for misconduct in the higher grade of Town Sub-Magistrate of Madura. During the interval he has done his work well and I have myself had no cause to think him unworthy of the confidence of his superiors and of promotion on opportunity offering

Signed H. W. Bliss
Acting Joint Magistrate

Extract from the report of the Sub. Collector of Madura dated 8th April 1870 No. 140

Para. 5.

I think great credit is due to R. Gopalaiengar late Acting Tahsildar of Dindigul and now Tahsildar of Periakulam and Muttusami Iyer Dy Tahsildar of Vedasandur who have carried out the work already done under my superintendence. I mention their names because road-making by Revenue Dept. has not been customary in this District and they were consequently strange to the work and deserve praise, therefore, I think,

for the painstaking and economical way in which they have done it.

(Signed) H. W. Bliss
Sub Collr

(From C. W. W. Martin Esq.)

Muttusamijer has by good service and energetic conduct through the famine earned a right to have any previous shortcomings of the nature referred to by Mr Bliss entirely condoned.

There is nothing in his present manner to which any one could object; on the contrary he is studiously careful and courteous. As an official of ability his name stands deservedly high

(Signed) C. W. W. Martin
Actg Collector

27. 11. 78.

5745
5747

Remarks written by Mr. Hough and Martin on the application of V. Muthusami Iyer, submitted to the Revenue Secretary to Government applying for a post of Dy. Collector.

I willingly accord my sanction to the submission of this application

(Sd) C. Hough
Actg Sub-Collector

Dindigul
16th November 1878.

Muthusami Iyer worked under me at Dindigul throughout the famine, his industry was most praiseworthy and his ability as a public servant is quite out of the ordinary. His character while under me was quite free from complaint

Periakulam
18.12.78.

(Signed) C. W. W. Martin
Asst. Collector.

(From Charles Kaugh Esq.)

549

Dindigul
21st December 1878

V. Kuttusami Iyer has been Tahsildar and 2d class Magistrate in this Taluk since I joined in october last and I have always had reason to be highly pleased with his discharge of his duties both Revenue & Magisterial. In the latter branch he is sound and in the former zealous and energetic and personally he is courteous & much obliging

[Signed] Charles Kaugh
Asst Sub-Collector.

Remarks in the Dy Collectors list for the year 1881 regarding V. Kuttusami Iyer Sheristadar of Trichinopoly District

My experience of this officer has been brief as I only joined the District in December but as far as I can Judge I shold think him fit for a Dy Collectors post.

/Signed/ H. Sewell
Collector

Remark for 1882

Has been working as my Sheristadar since I rejoined the District in December 1880 and has given me thorough satisfaction. Fully qualified for the post.

/Signed/ H. Sewell
Collector.

(From. Henry Sewell Esq)

V. Muttusami Iyer has been working with me as Sheristedar for nearly two years, and during that time I have found him thoroughly efficient and trustworthy. He goes back to a Tahsildar's post on being turned out by the permenant incumbent, but I hope will soon get another step of promotion

/Signed/ Harry Sewell
Collector

October 10: 1862
Trichinopoly

19

(From. C. S. Crole)

533

V. Muttusami Iyer, Tahsildar of Sirumangalam has done exceedingly well and has my best wishes on proceeding to take up his new appointment as Local Fund Uncovenanted assistant in the Government office

(Signed) C. S. Crole

Madura
20 April 1883

557

Extract from a letter written
to V. Muthusami Iyer by S. Laffan Esq
Under Secretary to Government

Government of Madras
Chief Secretariat
Stonehouse
August 29th 1803

Muthusami Iyer,

Dear Sir,

I have much pleasure,
as you ask me to do so, in testifying
to the care and industry with which
you have discharged your duties as
acting 3d. assistant to the Chief Secty
and to the rapidity with which
you have learned to do work,
which as you observe was entire
new to you.

I am happy to be able
to inform you that Mr. D.S. White has
obtained an extension of leave
for 14 days; so that you are no
likely to be relieved until

1st or 2d of Sept. Month

Copied Sydney Caffin
Ch. Sec.

No. A Confidential

1st Schedule

From St. Le Fanu Esquire
Collector of Vizagt.

To the Chief Secretary to the Govt of Madras.

Sir

As Mr. M has come to work in this District as D. C. for the settlement of Railway compensation, I consider it to be my duty to lay before Govt - for such notice as they may think necessary — an incident in that gentleman's previous career.

2. He was attached to this district in Jan'y 86 and was in charge of the H. A. C's division from 3rd May to 15th Septr. He after this was awarded to his post of 2d C and left the district on the 20th Nov '86.

3. Simpalli — where the Mahant lives — is in the H. A. C's division of which Mr. M was in charge for upwards of 4 months.

4. Mr. M left the district on the 30th Nov: 1886 and within a week from his departure executed a mortgage bond by which he is supposed to have borrowed Rs 10000 from the Mahant.

5. He informs me that this loan was negotiated while he was in the district. He remarked Lee down through the Lake of which of the Mahant

whom he met and I entirely in Madras.
will probably think it strange that a transaction
of this magnitude should be measured entirely in
a week.

6. The loan is not finally repayable until August
1893 a long instalment of official life. Two years
before that date enters Mr. M — who has had
no furlough — will have completed his service
and can retire.

7. The loan is at 4 o/o. Mr. M is to be con-
gratulated on being able to borrow at the same
rate at which Govt, with all its prestige, has
to pay in the open market.

8. He informs me that — as a fact — the Mahant
deceived him and has only given him Rs 4500
of the amount specified in the bonds. This may
be. Govt will, however, probably agree with
me that if officials do arrange their transactions,
that when a bonds for Rs 10000 at 4 o/o matures
after 4 years they may only have to repay Rs 4500 on
a/c of principal, the transaction is liable to be
misunderstood. It would of course be open to
Mr. M to set up this defence in 1893, without pos-
sibility of challenge from Govt, as he moved
then he already in the 4th two years in the en-
joyment of pension.

9. It came to my knowledge that Mr. M visited
the Mahant at Tirupati during the X mas holidays.
I have therefore, pending further orders, thought it
right to employ him in the S.W. of the district;
as under the circumstances above enumerated
there is the objectionable for him to be em-
ployed in settling the compensation for the
alienated Inam lands belonging to the Mah
which must be [illegible]

the
notice of Govt
and had this gent[illegible] sent to my district,
I should have been glad to leave the matter alone.
As however I am on the subject, I would suggest
that it would be as well to look for all to have Mr.
M's pecuniary transactions enquired into. It
is not in this district alone, as I understand, that
he has borrowed money from persons who may
formerly have been under his official influ-
ence. Mr. Sumner, the Collector of Madura,
in many parts of which Mr. M was employed
might be asked to give particulars of a loan —
Rs 5000 I believe — negotiated by the latter
from a Reddi. Mr. M who is very frank
on these matters, has admitted this personally
to me, as also a loan from a Brahmin of
Kilmangalam and a Moorman named Sulbeer
I had always understood that the money
lent by the Brahmin of Kilmangalam was for
the purchase of the Devadanampatti estate,
but the latter seems to belong to Mr. M's son.
Mr. M also acquired a coffee estate on the Pulneys,
but for this he had, I understand, the permission
of the Revenue Board.

11. As to money transactions Mr. M had never
had any excuse. I have known him for nearly
22 years: he has always held good appointments
and had marvellously rapid promotion as
a mere boy. As I understand him, he has
always kept within his salary — the
appears to me however to have by no means
kept within the spirit of the same, and
as one of these transactions

district I have
mailed before

I have the honor to be,
Sir,
Your most obedt servant
(Sd) H. Le Saum
Collector

563

7/2

1078/89

True copies of testimonies and extracts relating to K. V. Muthusami Aiyar

10. 8. 89

Endt

Transferred to the Revenue Department

(By order) S[illegible]

(Sd) W. S. Meyer.
asst secretary

Fort St George
8th Feb 1889

Proceedings of the Revenue Department

Order No. 1034 dt 12th Febry 1889 (Confdl).

The Collector of North Arcot will furnish M. R. Ry Muthusami Aiyar with a copy of his letter to Government and call upon him to submit without delay a full Statement of all the loans contracted by him with particulars as to the amount of each loan, the rate of interest payable thereon, the person from whom the money was borrowed, and the time and place at which the debt was incurred with any explanation he may have to offer regarding the transactions in each case.

2. The Collector will also obtain and forward to Govt a copy of the mortgage bond referred to by him

(Sd) C. A. Gallon
Secretary to Government

To the Collr of N. Arcot

(Confidential)
No 2

Camp Palur
29th march '89

567

From K.V. muthuswami aiyar
D.C. on Special Railway duty
N. arcot

To the Secretary to Govt R.D. Madras.

Sir

With reference to the Proc of Govt Rev Dep: (Confidl) dy 16 Feb '89 No 1034 calling upon me to submit a full Statement of all the loans contracted by me I have the honor to submit as follows.

2. The sums due by me at present together with the rate of interest at which they were borrowed are given below.

Name of person	amount Rs	Rate of interest per annum
I Mr R. Ry P. Ramaswami aiyar and Sub Registrar Poonamalle	1000	6 p/c
II N. Subba aiyar Forest Ranger Salem district	1500	6 p/c
III Mahant Tirupathi	7000	4 p/c

3. Item I I borrowed from Mr P.R 1400 Rs in all on promissory notes when I was at Srimangalam at the subjoined dates.

5th Septr 1884 Rs 600
19th Nov " Rs 400
30th Jan 1885 Rs 400

Of this Rs 1000 remains to be paid the remaining Rs 400 and interest have been paid.

4. Item II was borrowed on promissory notes

from Mr. Summer who has been a friend of for over 30 years on the following dates :—

20th Oct	1883	when I was at Madura	Rs. 2000
24th Nov	"	" " " " Devadanapatty	
		Perakulam Taluk (on leave)	1500
8th "	1885	" " " " Cuddalore	1000
		Total	4500

Interest alone has been paid every year on this amount.

5. These sums were borrowed from officials like myself in different departments. They are not liable to be brought into any official relations with me, nor by incurring these loans have I deprived myself of "perfect freedom and independence of official action" in regard to them.

6. Item III is secured by a hypothecation bond executed by me to M. R. Ry Mahant on 6 Dec' 86 of which a certified copy from the Sub Registrar's office and an English translation are herewith submitted. My first transaction with the Mahant was on the 14th Jan 1884 (mentioned in the bond) when I was Tahsildar of Tirumangalam Madura district and on privilege leave in Madras. I then borrowed from him Rs 4000 at 12 per cent on a promissory note depositing my title deeds to my landed property as security, as set forth in the bond. This loan was arranged through the instrumentality of Mr. Venkatanarasa Pantulu, the Mahant's former Peshkar, who was introduced to me by a friend of both and a relation of his at Madura; my friend having informed me that the Mahant had lent money to several people. It is useless to say that, at the time of this loan, the Mahant was in no sense or manner under my "official influence" in fact he was over 400 miles from my station.

7. Of this Rs 4000 I had paid Rs 2000 and interest and Rs 2000 remained to be paid in Dec' 86 when I asked the Mahant to lend me another Rs 8000

secur[ed] of the whole C.R. 6000 the lender-
-ible in six annual instalments. He agreed to
do so promising to let me have the Rs 6000 within two
months and I executed to him the registered bond
for the whole amount on 6 Dec '86 thereby attaching my
land at Devadanampetti originally purchased
for Rs 20,900 and subsequently improved at a
considerable cost. I negotiated this loan in person
and executed the bond in Madras where the Mahant
then was. The Mahant did not give me the Rs 6000
within the two months stipulated in the bond.
He sent Rs 5000 on the 14th Oct 1886 to me at Trichi-
nopoly where I was then employed, and subsequently
wrote to me on the 28th May 1887 that owing to other
demands he was not in a position to give me the
remaining Rs 3000 as promised. I explained to him
both by letter and in person during the last X mas
holidays that having taken from me a bond for the
whole amount of ten thousand he had no right
to refuse to give me remaining three thousand. I
then asked him to let me keep the Rs 1500 then due
to him as first instalment and send me the other
Rs 1500 to make up the Rs 3000. To this he agreed
but the remainder has not been paid up to date.

8. These are all the particulars of my transactions
with the Mahant. I had at no time any "influence"
over him. The only period during which he was within
my official range was last 3 mos and 15 Sept '86
when I was temporarily placed in charge of the
H.A.C's division. Even assuming that he can be
can be technically said to have been under my
"official influence" because he was within the
limits of my official range certainly that influence
ceased when I left the H.A.C's division and the dis-
trict on the 15th Sept '86 for my permanent post as
Tahsildar of Dindigul. I may here mention that
para 9 of [illegible] Le Fanu's letter to Govt seems to
imply that I remained in the district continuously
[illegible] Nov '86. As a matter of fact, after

[illegible] in charge of H.A.C's division [illegible]
to my appointment as Tahsildar of Dindigul. In
first week of act following, I was appointed tem-
porary D.C. at Chittoor and on the 17th that chang
of the A.C's division — an office which could not
bring me into official contact with the Mahant.
I solemnly assure Govt that during the four months
I was in temporary charge of the H.A.C's division,
when the mahant was within my limits, no word
passed between us about a second loan, nor was
there at that time any idea in my mind of borrow-
ing more money from him. After I received the
Dindigul and any "official influence" that might be attributed
to me entirely ceased I did not think that I should
be violating either the letter or the spirit of the rules
of Court on the subject if I borrowed from the Mahant.
But it was not till about 3 months after leaving
the division that I negotiated the second loan
of Rs 8000. And at that time I did not think
it the least likely that I should again be posted
to that division as it was usually in charge of
civilians. The accident of my having been em-
ployed at Chittoor for six weeks in the interim,
I respectfully submit, in no way affected
the transaction. I had as little "influence"
over the Mahant then as I had over him when I was
Tahsildar at Tirumangalam or Dindigul. Sts
248 and 248-A of B.S.O show that H.C. ser-
vants are ~~only~~ forbidden to hold land only within
their official ranges though they are forbidden
to purchase lands in any part of the Dt in wh
they serve even outside their divn. Tirupati
was not within my official range when I was
posted to the Dt a second time; the Mahant
was not liable to be brought into any official
contact with me: and I honoured only a bl

again had the loan been the result of "official influence" it is not likely that there would have been such delay in paying down the Rs 8000 The fact that the Mahant did not pay me Rs 5000 till more than ten months after I gave the bond ~~in~~ months after I got it registered, and that he had not paid me the balance up to date (in proof of which facts I can produce the Mahant's letters) shows, I submit that the whole was an ordinary business transaction and not the result of official influence. That I made no secret of the loan but at once gave a bond registered in a public office shows my bona fides, and that I did not even suspect that any ambulation would be made of having violated the rules of Govt. From all these facts I hope that the Govt will be convinced that the transaction was no more than an increase on improved security of a loan made nearly three years previously when I had no connection with the N Arcot district

10. The ~~Shi~~ Chuzes in Mr. Le Fanu's letter to Govt are due to imperfect knowledge and mis-conception of facts based on hearsay and Mr. Le Fanu's recollections of a conversation with me in regard to my private affairs.

11. Paras 2 and 3 of Mr. Le F's letter: The statements in these paras referring to my employment in this district have been already explained in paras 8 & 9 supra.

12. Paras 4 & 5 of Mr. L. F's letter. Great stress is laid on the fact that a loan for a large amount was negotiated within a week. I have explained in para 3 supra & 6 & 7 above that part of the amount was borrowed 3 years previously. Thus

13. As to the manner in which the loan was negotiated the transaction was the reflection of one and not an entirely new one. Believing the Mahant was able to lend money I naturally applied to him a second time rather than to a third person to save delay. In considering whether or no it is "strange that a transaction of this magnitude was effected within a week" I beg that it may be noted that the money was not paid at once. All that passed was the Mahant's promise to pay the amount in 2 months while the security was more than twice the amount of the loan and I was well known to the Mahant. I have explained in para 8 above that nearly 3 months had elapsed since my leaving the Mahant's division before the loan was negotiated.

13- As to the manner in which the loan was negotiated (collector's letter para 5) I can only repeat that it was in Madras where the Mahant then was I did not tell Mr. Le F that I negotiated the present loan through the former peshkar, who was then dead. What I told him was that I first became acquainted with the Mahant through the late peshkar. It was through him that I negotiated the first loan of 1884.

14. Para 6 of Mr. L. F's letter. I beg to submit that I do not understand the reference to my retirement the loan is repayable by six annual instalments the last of which is due in august 1893. As a matter of fact I shall not become eligible for pension in 1891 unless on medical certificate of incapacity for work. I am now only 46 years of age and doing hard work and cannot serve my good service pension until august 1895

15 Para 7 of L. F's letter. As regards the rate of interest I beg to observe that the amount is large and the security more than sufficient being land which cost Rs 20,000 at its low

improvements. Moreover I had borrowed the same rate in 1884 when it would be unjustifiable to suggest that I had any influence over the Mahant. It is not uncommon among natives to lend and borrow at 24 per cent where there is sufficient security and confidence. For instance, the class of Nattukottai Chettis for whom the public have great confidence are in general able to borrow at 3 or 4 per cent. And I believe that the Mahant himself gets less than 24 per cent on the mortgage he holds of the Tindivanam Taluk belonging to the Zemindar of Karvetnagar.

16. Para 8 of L. F's letter. I beg to say with all deference that the whole of this para is unintelligible to me. In the first place I did not say that the Mahant "deceived" me. What I told L. F was that the Mahant had written to me that owing to other demands he was not able to pay me the remaining 3000 Rs; he asked me "Is he going to cheat you" I replied "He is a very respectable man I do not see why he should cheat me". These were the words that passed between us as nearly as I can remember. Also I told Mr L. F that the Mahant paid me only Rs 7000 not Rs 9500. With regard to the rest of the para, I have given (para 4 above) a full account confirmed by the Land itself of the circumstances of the loan from which it will appear that Mr. L. F has misunderstood the facts.

17. Para 9 of L. F's letter: I have already explained in para 4 supra, the object of my visit to the Mahant during X mas viz to ask him about the balance of Rs 3000. At that time I had no idea that I would be posted to this district for special duty. In fact I requested the Collector of S. Arcot to inform me whether after my special work there was over I might return to Trichinopoly

18. Para 10 of L. F's letter. I have already made a full statement of my present indebtedness. I do not know whether the Govt desire to be informed about my private affairs of mine since I entered the service. But rather than make a probable mistake as to their intentions I may mention that I had borrowed between the commencement of 1882 and March 1885 when I was at Trichinopoly and Tirumangalam and for short periods at Madras and Madura sums ranging from Rs 1000 to Rs 2000 from the following persons:—

(1) Venkateswaraier of Tirumangalam (Periakulam Taluk).

(2) P. Krishnaswamy aiyer Dt. Registrar Cuddapah

(3) Kasturi Reddi of Vadipatti (Dindigul Taluk).

(4) Arunachellam chetti of Vadagarai (Periakulam Taluk)

(5) Balaji Rao High court Vakil Madras.

(6) Venkatachellam aiyangar of Madura

(7) Chokkalingam chetty — a Nattukottai chetty of Madura

(8) Ponnusami Nadar of Ponjar (Tanjore Dt)

(9) Nagalami aiyar a near relation of mine in Madura

(10) I had also borrowed from one Poochi Nadan of Madura Rs 1000 in 1886 and on I was at Chittoor

Many of the above persons are professional moneylenders and none were likely to be brought into official contact with me. All these loans except one or two were at five per cent and have been fully discharged.

wrote to mr. L. of in my former (corpus) cr. 1 dy 22 Feb 89; I have no papers regarding debts which have been discharged and consequently am unable to give exact particulars with respect to them. I borrowed from some of these persons intely to pay others of them at a time when I had no ready money and thus kept my credit. And the object of my borrowing a large sum from the Dewan was to pay off all debts and consolidate all into one. I solemnly assure Court that I am not conscious of having borrowed in any single instance so as to violate the rules of Court either in their letter or spirit. And I do not remember a single occasion when any of these persons, who are all very respectable, sought any act of official favour from me.

19. It is further stated in para 10 that I said that my lands at Devadanampatti which Mr. Le. Fanu calls the "Devadanampatti estate" belongs to my son. All that I said about my son in answering Mr. Le Fanu's questions was that after he studied last year at Madura as a High Court Vakil, he looked after the management of the land. I also told Mr. Le Fanu that my son's father-in-law arranged the purchase of the land. I have neither assigned nor agreed to assign the land over to my son. The title deeds are all in my name; and I have mentioned the purchase and the Sale-muds I furnished in the beginning of 1882 and 1883 as per Board's S. B at p. 248. In fact if the land belonged to my son I could not have used it as security to the mahant in Dec 1886.

20. Para 11 of Mr. Le. of 's letter. I beg to submit that Mr. L. of is again under a misconception with regard to my private affairs. The

extra circumstances which led to loan were as follows. My son's father-in-law who was a respectable man at Madura had arranged to purchase the land at Devadanampatti and after advancing part of the purchase money suddenly fell ill. I visited him while he was still in a critical condition and he told me that his minor children would be unable to buy the debt incurred to purchase the land in the event of his death. He asked me to take over the land-mentioning that it was very fertile. I was at the time looking out for an investment of seven or eight thousand rupees which I had by sale of my land in my ancestral village in the Sheraguiga Zemindari, and fell in with the proposal, but had to borrow money to complete the purchase. This was in Oct 1881. My son's father-in-law died soon afterwards. Had he survived, I would not as I told Mr. Le. of, have been bothered with the debts. I have not able to save much during the last three years as I had to educate my son in Madras and train him up for the bar, and also had other demands in my family, and as the income of the land had mainly to be devoted to certain works on it, which were imperatively called for and to improvements. Under present circumstances, however, I expect to clear off my debts from the income of my land and my savings within five years. I might clear them off still earlier if I succeed in my endeavours to sell my coffee estate: That I have been trying to sell it at a very moderate price can be proved by a respectable number of gentlemen who visited the estate last year. With regard to my "marvellously rapid promotions" I beg respectfully to point out that there are two less than 20 of us above

[illegible] I do may here respectfully [illegible]
at after the Proceedings of the Court calling upon me to submit this Statement I have been passed over with regard to promotion in favour of two of my juniors.

21. In conclusion I beg to submit that I am not conscious of having at any time violated the letter or the Spirit of the rules of Court respecting monetary transactions. Mr. L. Thimiselfe admits that I was "very frank on these matters" and I decided I had nothing to conceal.

22. It only remains for me to respectfully beg that the Court will be pleased to take an impartial view of my case and to acquit me of the charge brought against me. Should the Court, however, feel any doubt as to any details of my pecuniary transactions, I beg that they would be pleased to ask me specifically about it before arriving at a final decision.

I beg to remain
Sir
Your most obdt Humble Servt
(Sd) Muthusami aiyar
D C.

List of enclosures to accompany letter to Court.

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Serial No.		
1	Muthusamii aiyar's letter No dy 29 nineteen 1889	— 1.
2.	Translation of mortgage deed executed in favour of the Merchant	— 1.
3.	Mr. Turner's D.O dy 26 Jan 1889	— 1
4	" " " " 1 May 1889 with a note about M/S transactions with A chetty of Vadagarai Periakulam Taluk	— 2.
5.	Mr. Turner's D.O dy 5 may 1889 with Periakulam Tahsildar's D. O	— 2.
6.	Mr. Lawrell's D.O. dy 22 may 1889	— 1.
7.	Mr. Turner's D.O. dy 24 may 1889	— 1.
8.	Mr. " " dy 3rd June 1889 with Mr. Sellamayagam Pillai's D.O and its enclosures (Statement taken from Venkatachellam aiyangar	— 3
9.	Mr. Turner's D.O dy 8 June 1889 with Mr. Sellamayagam Pillai's D.O and copy of document executed by M do Venkatachellam aiyangar & copy of plaint	— 3
		15

(Sd) H. Le Fanu
Collector.

1889.

N. Arcot Collector's office
Camp. Palmaner 14th June 1889.

587.

Confidential.

From H. Le Fanu Esqre
Collector of N. Arcot.

To The Secretary to Govt. R.D.

Sir

With reference to Govt Proc. No. 1034 dt 15th Feb '89 (confdl) I have the honor to submit herewith the explanation of Mr. H.V.M regarding the loans contracted by him. A translation of the mortgage deeds sent by Mr. M is sent herewith.

2. From paras 2 and 18 of Mr. M's letter Govt will observe that he has had during his service money dealings with not less than 13 persons in Vaniyambady, Jalore, Salem, N Arcot, Chingleput and Madras. In all these cases except 2, he says that the transactions varied only from Rs 1000 to 2000. Of the two cases one was for Rs 2500 borrowed from his friend Subbien and the other, for Rs 7000, from the Merchant of Tirupati. Except these two and another sum of Rs. 1000 aggregating to Rs 12,500 Mr. M says he has no other debts outstanding at present. I do not think that much reliance can be placed on Mr. M's statement regarding old debts already repaid. He asserts that the amounts borrowed from Kasturi Reddi and Krishna-Chetiar Chetty varied only from Rs 1000 to 2000; but it appears from Mr. Turner's D.O dt 26th Jan '89

that Kasturi Reddi has stated in answer
last appeal that Mr. M owed him Rs 5000,
and repaid the amount to him "6 years ago".
Mr. M seeks to take shelter under the pretext
that the papers have been destroyed. According
to M's statement, Kisj Reddi was never liable
to be brought into official contact with him; and
thus there could have been no motive for him to
furnish the debts due to him from M, which
was long ago discharged. On the other hand,
I shall show forcefully how the official relations
between M. and K Reddi stood. In the D.O.
mentioned above Mr. Sumner does not say when
K. Reddi made the statement referred to by him.
As the Income tax Act came into force on the
1st April 1886, Kasturi Reddi must have made
the statement in 1886, 87 or 88. If he made
statement in 87 it moved fix the date of
loan in 1880, if in 86 in 79. M was Tahsildar
of Dindigul from 23rd may to 6th June 1879
and from 8th Sept. 1879 to October 1882. There
seems therefore no doubt that he got the loan when
he was Tahsildar of Dindigul from K Reddi,
who was a ryot of Dindigul Taluk having
Considerable landed property in that Taluk
and likely to be brought into official relations
with him. If Govt wish, the statement given
by K. Reddi may be sent for and perused
to remove all doubts.

do not sent K Reddi large readable (dog

The Govt of India desire further information regarding transactions said to have taken place between Mr. M and one Kasturi Reddi, a ryot of Dindigul Taluk, in the year 1879 or 1880, when Mr. M was Tahsildar of Dindigul. The transactions in question are alleged to have consisted in the borrowing from Kasturi Reddi by Mr. M of a sum of Rs. 5000 and the repayment of the same with interest after the lapse of some years. The Govt of India are not prepared to say that such transactions, if proved, would necessarily involve any serious blame on the part of Mr. M, but they are clearly of opinion that the circumstances should be fully investigated, and that Mr. M should be given an opportunity of explaining his conduct in the matter. They accordingly request that Kasturi Reddi may be sent for and examined, and that Mr. M may be called upon to offer his explanation.

3. The transactions with A chetty of Periakulam appear from the enclosed correspondence from Mr. Sumner to have amounted to more than Rs 8000 and not merely to between Rs 1000 and 2000, as Mr. M moved have Govt believe. This A chetty and another Venkatesvara aiyar were ryots of Periakulam having extensive landed property in that Taluk where Mr was employed as Tahsildar for nearly 7 years.

4. It appears from a statement recently sent in by Mr. Sumner's D.O. dy 1st may '84 that A chetty lent the Tahsildar of Periakulam (Mr) the money lent to Mr, Rs 4 to 5000 one-third out to him in the name of Nagoorana aiyar Nallianger of Tennar village in Periakulam Taluk, for the purchase of the coffee estate in Palamalai in the name of Sithanna aiyar a ryot of Dindigul Taluk. This coffee estate was subsequently transfered to the name of Muthusamani aiyar. It would thus appear that the transactions of Mr were to say the least of a questionable nature. There is also reason that Mr got the loan from A chetty a ryot in Periakulam Taluk, when he (Mr) was Tahsildar of the Taluk. A perusal of the sale deeds in the name of Sithanna aiyar and Mr will show whether the said transactions occurred and the loan from A chetty was obtained when he (Mr) was Tahsildar of Periakulam

5. In para 18 of his letter Mr makes it appear that the loan from Venkatachellam aiyanger (no. 6) was raised at Madura; but from the copies of the document executed by Mr. M and that of the plaint attached to Mr. Sumner's D.O. of 8th January and from Dy Col. Subramanyam Pillai's D.O. of 3rd June 84 it would appear that V. Aiyanger is a ryot of Srivilliputtur Taluk, and that Mr got a loan

[illegible] to Srinivasa at Srimmangalam on the 14th Oct 1884 when he was Tahsildar of Srimmangalam as will be seen from the "Statistics of Gazetted Officers" it must admit that this was clearly against the spirit and letter of the rules, and that he has not spoken the truth with regards to his dealings with this individual. It is a remarkable fact that the proof exist who lent the money had to sue M in the Dt. Munsiff's Court at Srimmangalam to recover the debt.

6. Ponnuswami Nadan of Paryar (nos: 8 referred to by M in para 11) either by himself or through some member of his family, was, I understand, for several years Paddy vendor of Madura and some of the Southern Dts. Thus it is noteworthy that some of the persons [illegible] whom M learned were persons likely to have [illegible] if they had not actually, official relations with him at one time or other; and that he has concealed a good many facts in regard to old debts already repaid.

7. The Contract aware that anyone in making to do in circumstances is even anxious to become official intimacy & influences; and, in order to obtain that end, does not hesitate to lend money to a high official, however remote the chances may be of his becoming an officer of his Taluk or Dist.

8. Of running to the debts still outstanding, the transaction with the Mahant of Tirupati deserves more than a passing notice. M attempts to justify his conduct by explaining that his intimacy with the Mahant commenced three years before he was actually posted to the Dt. of N. Arcot when there was very little chance of the Mahant being brought under his official influence; and that his 2nd transaction was negotiated some good intervals after he ceased to be in charge of the official range within which the Mahant resided and in which his property was situated.

As to the first loan, M was in the Post Office up to 6 months before the date on which he [illegible] It is there above all places, that the Mahant will be most likely to desire to acquire influence. As to the 2nd loan it is true that M ceased to be in charge of St. A Collector's Division on the 15th Sept 1886, but he continued to be in charge of the East Collector's division up to the 30th Nov'86, and as such was liable to be sent on duty to any part of the district. Moreover M continued in charge of A. C's Divn, was President of the Chief Taluk Board which comprises also Chendragiri Taluk in which the Mahant resides and holds his purse.

9. It is to be borne in mind that the loan was contracted on the 6th Dec '86; M had not then actually received his Dindigul. He was in Madras attending to be appointed to act as D. C. again at any next appointment. In fact he was appointed to act as D. C. in less than a month. What M was to act as D. C. again was certain. Very likely appointed again to act as D.C. was certain. Very probably the Mahant considered to give the loan thinking that M might be posted again to N Arcot. Rs 10,000 was not a large sum to a person in the Mahant's circumstances, but by giving it [illegible] to be placing a high official at his disposal. The money is not the Mahant's, but is the property of the temple or "mutt". In the eye of a native, it is certainly a great thing to have a D.C. under an obligation. The subsequent circumstances explain clearly how far the loan was contracted free from all interested motives. When the Mahant found that M was not posted again to his District, he put off paying the money, according to M's own account, 5 or 6 over 10 months. Though the mortgage deed was duly executed & registered. If the loan was a bona-fide one the money would have been paid at once, especially when before the Demandavans coffers had been drained

After 3 or 4 years, the Mahant only pays Rs 500 & he must be done this either on remonstrance or on the pressure being brought to bear on him.

10. Mr Watts in a high strain about his own credit and about the credit of well-to-do natives generally and Nattukottai Chettis in particular; and Mr. are able to borrow at 3 or 4 per cent. If this were so, and if his credit was really as high as he attempts to make it out, it is strange that he was not able to borrow Rs 10,000 in his own district, where the Nattukottai Chettis abound, on the mortgage of his landed property, worth, as he says, considerably more than Rs 20,000. Further it is also strange that he should go to Venkatachellam Aiyangar to put him in court. On the other hand, Mr. M was according to his own showing, in a state of chronic indebtedness for years past and must have resorted to the Mahant for help either in the hope that the money moved not have to be returned at all, or that at the worst he would get it at very favourable interest, at a rate on which he could not get a loan anywhere else. The money from the Mahant was, Mr Sayo, borrowed to pay off small debts and consolidate them into one.

11. Mr. Sayo says that when he came to see me in Feb last, he came prepared to ask and did ask me that he should be employed in the South west of the district on account of his money dealings with the Mahant. He was aware that I had already passed orders that he should be employed in the S.W taluks of this Dt. It is noticeable that he did not represent his monetary transaction with the Mahant when he was placed in charge of the H.A.C's Divn from the 19th april to 15th Sept' &c. He was, according to his own statement, then indebted to the Mahant to the extent of Rs 2000! & the Mahant has an abiding and hereditary influence in this jurisdiction. As a D.C & Magistrate, in charge of the H.A.C's Divn, he had much more power and influence than as Railway D.C. on special duty. If he was an honest man he would have represented this monetary transaction with the Mahant then.

12. Govt will observe that Mr. M says nothing about any indebtedness in Trichinopoly, & until his district, he was Sub-pro-tem Huzur Sheristadar and Treasury D.C. off and on from Dec: '79 to Oct' 82. His permanent appointment as D.C. is even now in that district. From the papers sent by Mr. Turner it would appear that he borrowed from A Chetty of Pairkulam on 24th may 1883, Rs 950 to repay one Muthu Swami Mudalli of Warriore in Trichinopoly from whom he is said to have borrowed money when Huzur Sheristadar there. That this is true would appear from the shifting answers given by the said muthuswami mudali when interrogated by Mr. Fawcett on the subject. Now no man who is not a Rothschild can possibly doubt for a moment whether he lent a sum of Rs 950 to another. Muthu Swami Mudalli at first said that "he might have lent Mr money; but could not say till he looked into his accounts." When he came back after saying this he said that "he could not find any entry of such a loan"; which is quite possible if the loan was repaid and the promissory note destroyed. Govt will see from Mr. Fawcett's letter that he was of opinion that the money had been lent. I should not be surprised if Mr had squared

his letter dt 18th January 1889

He asked me if the enquiries being made regarding his bank in Madura and Srichimpaly were made under the orders of Govt or mere mahn. This letter is dated 11 days before that of Mr. Lancett and therefore M had the time to arrange for secrecy as to his Srichimpaly dealings. If Govt want any further information they will, I presume, obtain it from the Collectors of Madura and Srichimpaly, as M has left this District.

13. I have a word to say about Mr's letter No. 2 dt 28-3-89:—

It should be ascertained with reference to para 2 whether P Ramaswamy Aiyar, who lent him Rs 1000, was not formerly employed as Sub-Registrar of Thirumangalam and Tahsildar of Melur & was Tahsildar; whether V. Subbier lent him Rs 4500 was or was not forest overseer in Periakulam, of which Taluk M was Tahsildar; it would be interesting to know how a ranger came to own Rs 4500 and whether he pays income tax on the interest on the same, Rs 270. I cannot admit that these persons were "not liable to be brought into official relations" with Mr. M. In para 6 the Mahant is said to have lent money to several people: I have no doubt that this is true, and it would be very interesting to know how many public servants are within the network of the Mahant's intrigues. In para 16 Mr disputes my statement that he said that the Mahant "deceived him". Those are the exact words which he used. The facts also show the same. Mr. M has a reason for going out of his way to dispute this very simple fact & it is this:— he is afraid that he will lose the Mahant's favour if he knows that he was called a "deceiver", and this is evident from the addendum where Mr. M says that his answer was "he — the mahant — is a very respectable man". I have already given reasons for doubting whether Mr. M has, as stated in para 18, "made a full statement of his present indebtedness" In para 20 he objects to my statement about his rapid promotion. I say that it is and was very rapid promotion to be Sub-magistrate of Madura on Rs 100 a month at the age of 24. His rise in the service was rapid and he had never had any enemy to speak of — so far as his official career was concerned — especially if it is true, as he says, that he had ancestral property to the value of Rs 7 or 8 thousand. His borrowing by the purchase of the Devadanam paltry estate. The papers sent by Mr. Turner show that he borrowed exclusively to buy his father estate on the Lower Palnis. In conclusion I would suggest that messrs Bliss and Sarola might be consulted as to Mr's antecedents. What is understands, matter on record regarding him which might throw light on the present enquiry

I have the honor to be
Sir
your most obedt servant
(Signed) St. Le Fanu
Collector

North arcot Collector's office
Chittoor 19th april 1889.

Confidential

5/1

From St. Le Hamu Esquire
Collector North Arcot.

To the Secretary to Govt
Revenue Department.

Sir

With reference to your official memo $\frac{no\ 60}{17-4-89}$ calling for a report to para 1 of G.O. no: $\frac{1034}{16-2-89}$ confidl I have the honor to say that a reply was received from M to the questions of Govt. As it was not satisfactory I am making enquiries before addressing Govt and am in correspondence with the Collector of Madura. With the permission of Govt I shall hold from replying to the above reference until I get an answer from the Collector of Madura

I have the honor to be
Sir
&c
(Sd) St. Le Hamu
Collector

Revenue Department

Proceedings of the Madras Government 693

Read again his G.O. dated 16th February 1889, No. 1034.

Read also letter from the Collector of North Arcot, dated 17th June 1889, No: 255 forwarding with remarks the explanation of Mr. Raj K. V. Muthusawmy Aiyar Avergal regarding his loan transactions.

Order thereon dated 18th July 1890:-

The Government considers that before a decision can be arrived at in Mr. Muthusawmy Aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Sivapati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted the persons who lent the money were living within the jurisdiction of Mr. Muthusawmy Aiyar or not and whether the rules of the public Service were or were not otherwise contravened in regard to these transactions. It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

2 As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer and His Excellency the Governor in Council resolves to depute the Honorable Mr. Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr. Muthusawmy Aiyar should be allowed to be present during the enquiry, to cross-examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government on his case he will be placed under suspension.

(True Extract)

Secretary to Government

Proceedings of the Madras Government

Read again misc G.O. dated 16th February 1889. no: 1034.

Read also letter from the Collector of North Arcot, dated 17th June 1889, no: 253. forwarding with remarks the explanation of Mr. Raj K V. Muthusawmy Aiyar Avergal regarding his loan transactions.

Order thereon July 18 & 9 1890.—

The Government considers that before a decision can be arrived at in Mr: Muthusawmy Aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Maharajah of Jeypati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr: Muthusawmy Aiyar or not and whether the rules of the Public Service were in any other respects contravened in regard to these transactions: It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

2 As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer, and His Excellency the Governor in Council resolves to depute the Honorable Mr: Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr: Muthusawmy Aiyar should be allowed to be present during the enquiry, to cross-examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government on his case he will be placed under suspension

(true extract)

Revenue Department

597

Proceedings of the Madras Government

Read again mis Gr. 6 dated 16th February 1889, no: 1034.

Rcd also letter from the Collector of North Arcot, dated 17th June 1889, no: 235 forwarding with remarks the explanation of M. R Ry. K. V. Muthusawmy Aiyar Avergal regarding his loan transactions.

Order thereon July 18 1889 No 720:-

The Government considers that before a decision can be arrived at in Mr: Muthusawmy Aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr: Muthusawmy Aiyar or not and whether the rules of the Public Service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer and His Excellency the Governor in Council resolves to depute the Honorable Mr: Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr: Muthusawmy Aiyar should be allowed to be present during the enquiry, to cross examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government on his case he will be placed under suspension.

(True Extract)

Secretary to Government

Proceedings of the Madras Government

Read again misc Ga 6 dated 16th February 1889, no: 1054

Read also letter from the Collector of North Arcot dated 17th June 1889, no: 235 forwarding the remarks the explanation of M. R. Ry. K. Muthusawmy Aiyar Avergal regarding his loan transactions.

Order thereon July 18th 1889 No 1

The Government considers that before a decision can be arrived at in Mr. Muthusawmy Aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans; whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr. Muthusawmy Aiyar or not and whether the rules of the public service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

2 As the enquiry will have to be made in several districts it is desirable to entrust it to a single officer and the Governor in Council resolves to depute the Honorable Mr. Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr. Muthusawmy Aiyar should be allowed to be present during the enquiry, to cross examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government in this case he will be placed under suspension.

(True Extract)

Secretary to Government

Revenue Department

Proceedings of the madras Government

Read again misc. dated 16th February 1889, no: 1234.

Rd also letter from the collector of North Arcot, dated 17th June 1889, no: 255 forwarding with remarks the explanation of Mr. R. Ry. K. V. Muthusawmy aiyar Avergal regarding his loan transactions.

Order thereon July 12th 1890:-

The Government considers that before a decision can be arrived at in Mr. Muthusawmy aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of those loans, whether, at the time they were contracted, the persons who lent the money were living within the jurisdiction of Mr: Muthusawmy aiyar or not and whether the rules of the public Service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

2 As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer and the Governor in Council resolves to depute the Honorable Mr: Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr: Muthusawmy aiyar should be allowed to be present during the enquiry, to cross examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government on his case he will be placed under suspension

(Two extracts)

Revenue Department

Revenue Department

Proceedings of the Madras Government

Read again mis Gr. O dated 15 February 1889, no: 1034.

Rd also letter from the Collector of North Arcot, dated 17th June 1889, no: 235 forwarding with remarks the explanation of m. D Ry A. V. muthusawmy Aiyar Avergal regarding his loan transactions

Order thereon July 12th 1889.

The Government considers that before a decision can be arrived at in m: muthusawmy aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the mahant of Sivapati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were Europeans within the jurisdiction of m: muthusawmy aiyar or not and whether the rules of the public service were in any other respect contravened in regard to these transactions. It must also be ascertained whether the rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer and the Governor in council resolves to depute the Honorable m: Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. m: muthusawmy aiyar should be allowed to be present during the enquiry, to cross-examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government in this case he will be placed under suspension

(True Extract)

to Government

Revenue Department

Proceedings of the Madras Government

Read again miscl. dated the 4th February 1889, no: 1034.

Read also letter from the Collector of North Arcot, dated 17th June 1889, no: 2[illegible] forwarding with remarks the explanation of Mr. C.R.Ry. V. Muthusawmy Aiyar Avergal regarding his Court transactions.

Order thereon July 16th 1890.

His Government considers that before a decision can be arrived at in Mr: Muthusawmy Aiyar's case a full enquiry must be instituted regarding the loans other than that obtained from the Mahant of Tirupati which have now been brought to notice; it is essential to ascertain what were the amounts of these loans, whether, at the time they were contracted, the persons who lent the money were [illegible] within the jurisdiction of Mr: Muthusawmy Aiyar or not and whether the rules of the public Service were in any other respects contravened in regard to these transactions. It must also be ascertained whether the Rules were complied with in respect of the Coffee Estates and other landed property acquired by him.

As the enquiry will have to be made in several districts, it is desirable to entrust it to a single officer and His Excellency the Governor in Council resolves to depute the Honorable Mr: Grose fourth member of the Board of Revenue to conduct the investigation, which should be taken up at once and completed without delay. Mr: Muthusawmy Aiyar should be allowed to be present during the enquiry, to cross-examine the witnesses and to adduce any evidence he pleases on his behalf; pending the completion of the investigation and the decision of Government on his case he will be placed under suspension.

(True Extract)

Land Revenue Department

15th Amendment

the S.D. with the exception of the
Mr + the Court or the "order"
alone. It appears to be the practice
of the Office to communicate the 167
order alone in such cases —

a/R.
9.10.87

Govt has already given
him copies of the Com's
Reports in M.S.S.; and I
do not think there is any
objection to giving him a
copy of the Comm's report

J.G.
9/10

The

REVENUE DEPARTMENT.

Confdl No. 59 709
C. ctr. 6319

From The Hon J. Grace
M.A.C.S.

Dated 15th aug
Received 17th aug
Enclosures

No.

SUBJECT.

Submitting his report as to loans received by Dy Collector Muthusami ayyar and landed property acquired by him

Forest Ranger, Salem
The

(188 .)

REVENUE DEPARTMENT.

No.

From

Dated

Received

Enclosures

No.

SUBJECT.

Confidential

15th August 1889
Revenue office, Madras.

From The Honorable J. Gross
Fourth Member of the Board of Revenue
on special duty

To C. A Galton Esquire,
The Secretary to Government,
Revenue Department

1. I have the honor to submit my Report as to loans (other than that from the Mahant) received by Deputy Collector Muttusawmy Iyer, and landed property acquired by him, in accordance with G. O. dated 13th July 1889 No 4388

2. I will notice the loans in the order in which they are mentioned in the papers which have already been before Government, and add remarks as to Muttusawmy Iyer's landed property and the statements &c with regard to the landed property of public Servants which the rules require.

3. (1) Subbier, Forest Ranger, Salem.

The

The enclosures which relate to this man are Enclosure A, Examination of witnesses (12th witness), Enclosure B. Examination of Muttusawmi Iyer (29th question) Enclosure C, List of Appointments held by Muttusawmi Iyer from 1871, and Enclosure D, Copy of the Promissory note given by Muttusawmi Iyer to Subbier when their accounts were settled in 1885. Subbier is not of unexceptionable reputation. In 1880, his service up to date was forfeited on the ground that he had effected an entrance into Government Service on the pretence that he had passed the General Test Examination, whereas he had not. In 1885, he was reduced from the 2nd Grade of Forest Ranger to the 4th Grade. Muttusawmy Iyer has told Government that he borrowed

(1) Rs 2000 on 20. 10. 83
(2) Rs 1500 on 24. 11. 83
(3) Rs 1000 on 8. 11. 85

all at 6 per cent, and still owes the principal.

This

This seems to be true. At the time loan(1) was given, Subbier was Forest Ranger of the Periacolam taluk in the Madura District and Muttusawmy Iyer was acting as General Duties Deputy Collector of Madura (with the taluks of Madura and Tirumangalam as his range), his permanent appointment being Tahsildar of Tirumangalam, but he had been Tahsildar of Periakolam before. At the time when loan (2) was given, Subbier was still Forest Ranger of Periakolam but Muttusawmi Iyer (who was Tahsildar of Tirumangalam) was on leave, and the money was paid at Devadanapatti, where Muttusawmy Iyer has an estate. It is in the Periakolam taluk. Muttu-Sawmi Iyer urges that he did not live in the same taluk at the time of the loans, that he belonged to a different Department and that there was no reason

reason to think that he and Subbier would ever be brought into official contact. He draws attention to the fact that Standing Order 248 A prohibits borrowing only from men who both live within the range and are liable to be brought into official Contact. It seems to me, however, that there was a liability, though it was slight, that these men might have business to do with one another, and that borrowing under such circumstances was not in strict accordance with the Spirit of the Rules.

(2) P. Ramasawami Iyer, Sub Registar Poonamalee. The enclosures which relate to this man are A (witness 13) B (Question 30) and C. Muttusawmi Iyer has told Government that he borrowed

Rs 600 on 5-9-84
400 - 19-11-84
400 - 30-1-85

at 6 per cent. And that he has paid Rs 400 with interest. This seems to be true. At the time when the first two loans were given

given, Muttusawmi Iyer was Tahsildar and P. Ramasawmy Iyer, Sub Registrar of Tirumangalam, where he spent nearly two years. Muttusawmi Iyer urges that the man was a personal friend, — he does not understand the rules as referring to personal friends — and was not liable to be brought into official relations with him. With regard to this case also he draws attention to the "and" in Standing Order 248 A. I can find no exemption in the Rules as regards personal friends, nor do I think it would be safe to make one, inasmuch as friendship could always be alleged and ~~set down~~ sworn disproved, and it seems to me that (as in case no 1) there was a certain liability (though slight) that the Tahsildar and Sub Registrar might come into official contact, so that the borrowing in this case also was a transgression of the Rules. It

It would perhaps be well to alter the wording of Standing order 248 A, So as to make it accord with Proceedings of the Government of ~~Madras~~ India dated 16th March 1888 No 637 by changing the "and" in the 5th line of the first para into "or".

(3) Venkateswariers of Kilmangalam in the Periakolam taluk. The only enclosure which relates to this man's case is A (witness 7). Venkateswarier says he lent Rs 2000 to ~~him~~ Muttusawmi Iyer at 6 per cent for the purchase of the Devadanapatti estate in 1882, when he was Huzur Sheristadar of Trichinopoly. Muttusawmy Iyer was Huzur Sheristadar Trichinopoly at the time and had last acted as Tahsildar of Periakolam in 1879. Venkateswarier seems, from the Collector's description, to be a bad character now, but he may have been better then. There appears to be nothing contrary to rules in this case.

(4) P. Kristnasawmi Iyer. District Registrar of

717-717 36

of Calicut. The enclosures relating to this man are A (witness 14) ~~and~~ B (Question 21) and C, He lent Muttusawmy Iyer Rs 1300 at 6 per cent on some date which is not exactly known, when Muttusawmi Iyer was Sheristadar and he was District Registrar of Trichinopoly. He was Sub Registrar in Madura from May 1866 to December 1872, and met Muttusawmi Iyer then. Muttusawmi Iyer urges the same points as in Case 2 and I have come to the same conclusion that there has been a transgression of the Rules in this case also.

(5) Kasturi Reddy of Vadapati in the Dindigul taluk. The enclosures which apply to this case are A (witness 2 for the Defence, Examination on the 30-7-89), B (Question 3), C, E, letter from the Tahsildar of Dindigul, stating that Kasturi Reddy's son refused to come and see me and F, a statement given by Kasturi Reddy at the hearing of an Income Tax Appeal by.

by Sub Collector Mr Mounsey. Kasturi Reddy died 2 months ago. I tried to get his son to come to me but he refused on the plea that he had not got the accounts, and was ill (Enclosure E') Kasturi Reddy said before the Sub Collector at the hearing of an Income Tax Appeal in 1887 (Enclosure F) that he had lent Muttusaumy Iyer Rs 5000 in 1880. Muttu-saumi Iyer denies this, and says all he did borrow from Kasturi Reddy was Rs 2000 in 1883, which he has re-paid. Defence witness (2.) confirms this statement. Kasturi Reddy was a ryot of Dindigul. Muttusaumi Iyer was acting as Tahsildar of Dindigul in 1880. In 1883, he was Tahsildar of Tirumangalam, Assistant in the Local Fund Department Government Office, and General Duties Deputy Collector Madura. Nothing contrary to Rules is proved in this case.

The witness S. Alagirisami Chetti says that Kasturi was contracted by the Ryots when he was Tahsildar of Tirumangalam & Kasturi Reddy was of Dindigul. The two were two thousand miles apart ?

(6) Arunachellam Chetty of Vadagarai in the Periakolam taluk. The enclosures relating to this case are A (witness 5) B (Questions 25 and 27) and C.

Arunachellam chetty

Arunachellam Chetty gave his testi-mony in a very hesitating way. All that was clear is, that Arunachellam Chetty's brother, who is now dead, had many years dealings with Muttusaumy Iyer, the result of which was a balance of Rs 700 or 800 (but whether this balance was paid or not is uncertain), that Arunachellam Chetty sent Rs 750 to Muttusaumy Mudali of Trichinopoly in May 1883, at the request of Muttu-Saumi Iyer, who said he wanted Rs 1500 to pay 4 persons there, that interest was fixed at 6 per cent, that soon afterwards he lent sums of Rs 750 and Rs 250 to Muttusaumy Iyer's agent which have been repaid, and that Muttusaumy Iyer paid him Rs 1000 or Rs 1040 about the beginning of 1888. Arunachellam Chetty doubts whether money is still owing to him or not. Muttu-Saumi Iyer acted as Tahsildar of Periakolam in 1873-76, 78, 79, as Huzur Sheristadar of Trichinopoly in 1881, and

Whole account of Arunachellam Chetty's dealings with Muttusaumy Iyer as Tahsildar & your witness says he is a ryot of Dindigul & the witness Arunachellam Chetti says the settlement of the accounts which were 14 or 15 years, took place in Trichinopoly in short after the R. Ryots left Dindigul

and as Assistant in the Local Fund Department in the Government office when he got the loan of Rs 750 in 1883. The demi official letter from the Collector of Madura to the Collector of North Arcot, dated 1st May 1889, which forms an enclosure to Mr Le Franu's letter to Government of 17th June 1889 No— shows that it is asserted that amongst the dealings which Muttusawmi Iyer had with Arunachellam Chetty's brother there were many contrary to Rule, but no evidence as to this has come before me, and all that I can say is, that nothing Contrary to Rules has been proved found. The destination of the Rs 750 which Arunachellam Chetty sent to Muttusawmi Mudaly of Trichinopoly will be noticed in disposing of his Case

(7) P. R. Balaji Row, Vakil of the High Court at Madras. The enclosures which apply in this case are G_1 & G_2 being letters of Balaji Row about his loans. I took his evidence by letter, as I thought it more probable that I should get it in that way, and Muttusawmy Iyer (who saw the letters) had no objection.

He.

I think Arunachellam Chetty's evidence here [illegible] in his letter & the Collector has wrongly taken the [illegible] letter to Tellicherry Printed Letter 145

Exh. 721

38

He lent Muttusawmy Iyer Rs 1000 on 29th July 1883 at 7½ per cent, when he was an Assistant in the Government Office and Rs 700 in 1884 when he was going back or had gone back to Tirumangalam. Nothing seems to have been done contrary to rules in this case.

(8) Venkatachellam Iyengar of Madura (or Tirumangalam). The enclosures relating to this case are A (witness 2— original examination and re examination on the same day), B (Question 1) & C. Venkatachellam Iyengar nominally lent Muttusawmi Iyer Rs 1000 on 17th October 1884 at 6 per cent, as the papers already laid before Government show, but the money was really Nagaswamier's, got through Manalur Srinivasa Iyengar. Venkatachellam Iyengar now lives in the Tirumangalam Taluk but he lived in Madura till a few months ago. He paid the money in Tirumangalam. He has a brother there and his name is in the joint patta for ancestral property but his brother enjoys that and he has nothing to do with it.

He brought

bought some land for himself before the loan was given, but the patta for it had not been transferred to him then. He sued Muttusawmy Dyer for repayment at the instigation of Manalur Srinivasa Dyengar, out of fear that the claim would be barred by limitation. Muttusawmy Dyer says he wrote promising repayment just before the suit was filed (so that there could not have been any limitation-bar) and, having borrowed money from the Mahant, paid it very soon afterwards. He denies that he knew Venkatachellam Dyengar had anything to do with Tirumangalam. At the time of the loan Venkatachellam Dyengar was a resident of Madura, but held land and had relations in Tirumangalam, where Muttusawmy Dyer was Tahsildar. It seems to me that it was against the spirit of the rules for Muttusawmy Dyer to borrow from a man who had so much to do with Tirumangalam. (He did not know of the concern of Manalur Srinivasa Dyengar and Nagasawmy Dyer in the loan.)

9

(9) Chockalinga Chetty a Nattukottai chetty, living in Madura. The enclosures which relate to this case are A (witness 3) B. (Question 2) &C. This man was away from Madura when I was conducting the enquiry there, but his accountant gave me all the information I wanted. He lent Muttusawmi Dyer Rs 2000 at 12 per cent in July 1884, shortly after Muttusawmy Dyer had ceased to be Treasury Deputy Collector of Madura and gone to act as Tahsildar of Tirumangalam. The rate of interest was higher than that at which Muttusawmi Dyer says he actually borrowed, but he gives good reasons for getting money at a higher rate of interest than usual on this occasion. Considering that Chockalinga Chetty was a regular money lender, there seems to me to be nothing contrary to the Rules in this case.

He lived in Madura District & within the jurisdiction of the Court

(10) Ponnusawmy Nadan of Porayer, Tanjore. The enclosures relating to this case

case are A (witness 11) B (Question 26) C & H, which is a letter from Mr Welsh the acting Collector of Madura, replying to some enquiries of mine on the subject. Ponnusaumy Nadan says his deceased brother lent Muttusaumi Iyer, Rs 2000 at 6 per cent, 5 or 6 years ago. He cannot give the exact date, but promises to have the accounts examined and thinks he will be able to let me know it about the end of August. He avers that either he or his brother held the Toddy Contract of Madura, or part of Madura, at the time of the loan, but he is unable to state whether the taluk of Tirumangalam or the town of Madura was then in the Contract. He declares that the Rs 2000 was advanced when his brother had some intention of buying Muttusaumy Iyer's Coffee Estate, and was converted into a loan, when that design was relinquished. He also declares that the Toddy Contractor had nothing to do with Tahsildars at the times. Believing that this witness was trying to turn things favorably to Muttusaumi Iyer, I made enquiries from Mr Welsh at Madura.

He

625 725 40

He tells me that Ponnusaumy Nadan was Toddy Contractor for the whole district, except the taluks of Palni and Dindigul, from 1881 to 1884. As to the Connection of Tahsildars with Toddy Contractors, he says that Tahsildars were always responsible for collection of Kists, that they supplied forms, obtained Returns, appraised Distresses and ~~fined~~ tried Abkarry cases. During the time from January 1882 to March 1885, when Muttusaumy Iyer says the loan was contracted, he acted as Huzur Sheristadar of Trichinopoly, as Tahsildar of Tirumangalam (4 times), as Assistant in the Local Fund Department of the Government Office, as General Duties Deputy Collector of Madura and as Treasury Deputy Collector of Madura. Altogether, I am under the impression that Muttusaumi Iyer borrowed money from the Toddy Contractor of Madura when he held an office in Madura, and that in doing so he transgressed the Spirit of the Rules.

(11) Nagasaumy Iyer of Madura. The only

enclosure.

enclosure relating to this case is A (witness 4). This man is Muthusaumi Iyer's brother-in-law. He says he lent Rs 500 at 6 per cent to Muttusaumi Iyer about 1881, and the Rs 1000 through Manaluri Srinivasa Iyengar and Venkatachellam Iyengar which is noticed in discussing case 8. In 1881, Muttusaumi Iyer was acting as Huzur Sheristadar of Trichinopoly. There is nothing contrary to Rules in this case.

(12). Puchinadan of Madura. The enclosures relating to the case are A (witness 1, original examination and re-examination on the same day) and C. Puchinadan is dead, but his son, Balasubramania nadan, put in an appearance. He lent Muttusaumy Iyer Rs 1000 at 6 per cent about June 1886 (as is shown by the amount of interest paid). Muttusaumi Iyer told Government that the loan was contracted

(627) (77)

contracted between January 1882 and March 1885. In 1886, Muttusaumi Iyer was acting as Deputy Collector in North Arcot. Puchinadan had a great deal of land in Tirumangalam and Muttusaumi Iyer had been there as Tahsildar in 1882, 1884 and 1885. There seems to be nothing contrary to Rules in this case.

(13). Muttusaumi Mudali and the payments made through him at Trichinopoly with the Rs 7.50 sent by Arunachella chetty of Madura. The enclosures relating to this case are A (witnesses 5, 7, 8 & 9 & 10) and B (Questions 24, 25, & 27). Muttusaumi Mudali says he acted only as an agent and paid all the money he received from Arunachella Chetty to a jeweller (the 10th witness) to whom Muttusaumi Iyer owed money on account of the purchase of jewellery. I examined witnesses 8 & 9, because I had heard, through the

the Collector of Tanjore and Deputy Collector, Pattabiram Pillai, that they are reported to have given or lent money to Muttusawmi Iyer, but they absolutely deny it. When Muttusawmi Iyer asked Arunachellam Chetty to send Rs 1500 or at least Rs 750 to Trichinopoly to save his honor, he said it was for 4 persons, but he explains that these were the 4 persons from whom the Jeweller, 10th witness, said he had got the Jewels which Muttusawmi Iyer had purchased from him. Nothing contrary to rules is proved with regard to these transactions.

4. After making careful enquiries in all directions, I have found no indication of any other loans contracted by Muttusawmi Iyer besides those which he has reported to Government.

5. I will now consider matters affecting Muttusawmi Iyer's landed property. Enclosure I (noticed in Enclosure B: questions 15 & 23)

(29 72)

questions, 15 & 23) is a statement submitted by him of the land and houses which he possesses now, and I have no reason to doubt that it is correct. It shows that he has 55 acres (30 dry, 25 wet) of Ancestral Property in Veppadapu of the Melur taluk. 39 acres at Palamalai (a Coffee Estate) 9½ acres at Devadánipatti and about 19 acres more. All this seems to have been duly reported in the Annual Statements, except 5 or 6 acres purchased for a house and garden under the circumstances noted below, and 13 acres purchased in 1888 for which no statement has been submitted yet. Muttusawmi Iyer has held other land from time to time but has parted with the possession of all except this. Nothing seems to have been done contrary to Rules at any time with regard to this landed property.

b. Ancestral Property. There is nothing wrong about

about this. Muttusawmi Iyer had other ancestral property but he has sold it.

7. The Coffee Estate at Palamalai in the Palni taluk. Vide Enclosure A (witnesses 6, and 9 for the Defence), Enclosure B (questions 4, 5 & 6), J (Extracts from the Index of the District Registrar, Madura, K, Annual Statements of Landed property, L, Papers connected with O.S. no 898/1877 on the File of the District Munsiff of Dindigul, M, Papers filed in O.S. no 60/1876 District Munsiff Dindigul, N, Papers about permission obtained from the Board of Revenue for the purchase of the Coffee Estate.—

Enclosure J shows that 64 3/4 gulies or 38 acres of land were bought from Nageswara Iyer on the 16th August 1874 for Rs 4200 and a bangalow with a site less than an acre in extent from Mr Spersheneider on the 31st August 1874 for Rs 400. These purchases were reported in Muttusawmi Iyer's Annual Statement of 15.1.75 (Enclosure K) which shows that he bought cawnies 29.53 at Palamalai with the permission of the Board.

Palamalai

631 751 (illegible)

& Palamalai is a village of the Palni taluk on the Periakolam side of the Hills. The Jahsildar of Periakolam had magisterial jurisdiction over it in 1874, but this anomaly ceased in 1877 (Fort Saint George Gazette dated 2nd January 1877, page 2). The Coffee Estate once belonged to a Mr Spersheneider who took the Abkarry lease of the Periakolam taluk in 1866 and became a defaulter for a large amount on the 15th June 1867. The Jahsildar of Periakolam (Sriniwasa Murthi Iyer) was ordered to proceed against the Coffee Estate but Sholamalai Pillai, 6th Witness, claimed to have bought it for Rs 400 on the 20th February 1867. As the Estate was supposed to be worth Rs 4000 or 5000, as Mr Spersheneider was found to be still superintending it when the Collector went there at the end of February 1867, and as the Defaulter's debts had increased after January more heavily than before the

the Sale was considered to have been made fraudulently in evasion of the dues of Government and Mr Spershneider was imprisoned under (Madras) Act II of 1864. In suits 898 and 899 of 1878 on the file of the District Munsif of Dindigul (Enclosure L), the Sale by Mr Spershneider to Sholamalai Pillai was treated as a bona fide transaction, and there was a great deal of evidence to support that view.

9. At the beginning of 1874, Sholamalai Pillai (witness 6) proceeded to sell portions of the Estate which then amounted to about 76 acres. He sold half to Nageshwarier on 29th April 1874, 1/8th to Shenivasa Iyer (alias Shenuvayyer), witness (1) and 3/16ths to Mr Spershneider, and kept 3/16th himself. In the suits above mentioned, the original and Appellate Courts considered that these Sales were necessitated by debts incurred therth a view to improve the estate.

10. There is some doubt as to whether the Sale which purported to be in the name of

633 733

of Nageswarier was really to Multu-saumi Iyer. Nageswara Iyer was Nattam-gar of Periakolam and Multusaumi Iyer was Tahsildar of Periakolam at the time of the purchase (L 5) Sholamalai Pillai in Suit 898/1878 (Enclosure 7) said Yes and says now that the Sale was really to Multusaumi Iyer, but his evidence was disbelieved in Suit no 898/1878, and was given before me, in a prevaricating manner, and he has reasons for being hostile to Multusaumi Iyer Shenuvayyer alias Sheniwasa Iyer (witness 1) denies it now and denied it in the above suits, but he is probably tutored, the tale that he tells as to why Nagashwara Iyer was alleged to sell the land again so soon (see below), viz that he himself first managed the estate and fell ill, and then other people sent by Nagashwara Iyer to manage it fell ill, so that Nagashwara Iyer came to the conclusion that he could not manage it — and all

all in the space of a few months — is not satisfactory. Moreover in O.S. 60 of 1876 on the file of the District Munsif of Dindigul, (Enclosure M), he said land was sold by Sholamalai Pillai to Muttusawmi Iyer. In June 1874 (Enclosure N) Muttusawmi Iyer applied to Mr McQuhae for permission to purchase the land, stating that he had mentioned his intention of doing so "some time ago". (Permission was applied for on the ground that Muttusawmi Iyer had magisterial jurisdiction over the village as Tahsildar of Periakolam, though it was in the Palni taluk). The Board, having been asked, consented in their Proceedings, No 2499, dated 16th July 1874.) When permission was received, it was immediately acted on for the sale deed from Nagashwara Iyer to Muttusawmi Iyer is dated the 16th August 1874. Muttu-Sawmi Iyer says, Mr McQuhae subsequently got an anonymous petition to the effect that the original sale of the 29th April 1874 which purported to be made to Nagash-wara Iyer was really made to Muttusawmi Iyer

Iyer, but that Mr McQuhae, after making verbal enquiries from Nagashwara Iyer and Mr Spersehneider, decided it was not. The sales by Sholamalai Pillai to Nagashwara Iyer, and by Nagash-wara Iyer to Muttusawmi Iyer are considered by the original and Appel-late Courts as legitimate transaction in the suits 878 & 879 (District Munsiff Dindigul.)

11. The part of the Estate held by Mr Spersehneider at his death was attached and sold on account of his arrears. In O.S. No 60 on the file of the District Munsiff of Dindigul, Venkuvayyar asserted a prior claim on account of mortgage to some of the land. This suit (Enclosure In) is interesting only as being the suit in which Srinivasa (alias Sriner-vayyar) gave the deposition to which I have alluded. Subsequently a son and nephew of Sholamalai Pillai filed Suits Nos 898 & 899 of 1878 (Enclosure O) in which they contested Sholamalai Pillai's right to sell the land as self acquired property. In these suits a great deal of evidence was

was preferred which declared the sales to be all bona fide.

12. The transactions of Muttusawmi Iyer with regard to this Coffee Estate seems to me of a doubtful character. I cannot help believing that he bought the land from Sholamalai Pillai, and that Sholamalai Pillai had got it by aiding Mr Spersehneider to defraud Government, but the evidence before me does not prove this.

13. The Devadanapatti Estate is in the Periakolam taluk where Muttu-sawmi Iyer was Tahsildar for a long time, but he did not acquire it till long after he had left the Taluk. The enclosures relating to it are B (questions 7, 8, 9, 10, 11, 12, 13), J. K. O, Transfer of Court Sale Certificate from Minakshi Nacker to Muttusawmy Iyer, and P, Correspondence with Mr McQuhae about the purchase of a house site. Enclosure J shows that Muttusawmy Iyer bought the right of enjoying half the produce of 138 Gulies on the 19th October 1881 at a Court sale for Rs 17,500, that he bought 138 gulies at a Court sale on the 27th October 1881 also for

also for Rs 17,500, that he bought 1/4th of 138 Gulies on the 1st January 1882 for Rs 2900, that he bought gulies 24.2.3 the 31st October 1882 for Rs 500, that he bought gulies 2.6.3 for Rs 9 on the 27th April 1886 and that he bought 8 gulies 6.1.0 on the 21st November 1886 for Rs 475. The entries as to the two Court sales in October 1881 seem to relate to the same transaction, one registration being effected by the Court, and one by Muttusawmi Iyer. The sale deed, which is given in Enclosure J, shows that the land was first bought at a Court sale by the Judgment creditor, Minakshi Naik, but was transferred to Muttusawmi Iyer. The result was that Muttusawmi Iyer got the rights of certain individuals in 82 acres of land, and I see no reason to distrust his statement that this amounted to 62 acres as reported by him in his Annual Statement No 9 (Enclosure K). Similarly what he got on the 1st January 1882 was

19 acres.

19 acres of wet and what he got on the 31st October 1882 was acres 14.19 of dry. These were reported in Annual statement No 11 (Enclosure K). Muttusaumi Iyer has told Government that he got the land by taking it off the hands of his Son's father-in-law who was sick. He says that this relative had arranged with Minakshi Naiken to take the Court Sale certificate from him, but I have received no evidence on that point. The extent bought on the 24th April 1886, being for a house site, was not mentioned in the Annual statements. The extent bought on the 21st November 1886 is mentioned in the Annual statement No 13 (Enclosure K). Besides this, Muttusaumi Iyer acquired some 5 acres of land at Devadanapatte (Vide Enclosure B, Question 9) long before, in 1877, and this has never been mentioned in the Annual Statements. Muttusaumi Iyer says that he got it as a garden and house site, and with Mr McQuhae's knowledge (Enclosure P) and this seems to be true, but all of it was and most of it is still cultivated.

Nevertheless

637/4

Nevertheless the description given of it to me by Tirukam Iyer, the Tahsildar of Periakolam, satisfies me that it has been meant as a house site, and I think it most likely that Muttusaumi Iyer excluded it bona fide on that ground, and not because he did not want to report it.

14. Previous acquisition of land by Deputy Collectors. The orders now in force are contained in Standing Order No 248. Para 1 requires that the orders of Government shall be taken about lands previously acquired, and para 14 that a Register of the lands held by Deputy Collectors shall be kept in the Board's Office. This differs from the C O approved in G O dated 4th October 1862 no 2137 in which Rule II requires that the orders of Government shall be taken only when a Deputy Collector is posted to a District in which he possesses lands, and Rule VI requires Deputy Collectors

See letter recorded in the Board's

Send Timmaiah's file &c

on their first appointment to report previous acquisitions only if they are not already recorded in the District Register. The orders now in force are distinct enough, but have been a dead letter everywhere. As to the particular case of Muttusaumie Iyer, he says (Enclosure B Question 21) he made no fresh application because he thought the Statements he had already submitted to the Collector would suffice, and urges that Mr Crole knew all about his having land in the district, as is shown by Enclosure Q. The name of Muttusaumie Iyer does not appear at all in the Register, which the Board keep under Section 14 of Standing orders No 248. Most of the land acquired by him as a tahsildar &c (not all) was reported in the Jamabandy Reports from time to time, but this was not transferred to the Deputy Collector's Register after he became a Deputy Collector for obvious reasons. As has been shown, he acquired lands in 1886 and 1888 but this has not been reported to the Board.

J.

6397 46

I think that it should be required that every Deputy Collector, on his first appointment, or on proceeding to any district, should submit a statement of lands acquired by him up to that date to the Board through the Collector, and that the Board should submit the first of these statements for the orders of Government.

15. As regards the Board's Register they have already called for information which will enable them to make it correct.

16. Annual statements of lands acquired by Public Servants. These statements are prescribed in S.O. 248, para 7 but there is an inconsistency in the instructions regarding them both in the standing orders and in the Circular order referred to above. It is required that they shall show all lands acquired during the preceding year, but shall contain a declaration that they truly represent all landed property possessed which of course includes acquisitions diminished by relinquishments made before

before the previous year. Enclosure H shows how the Form prescribed in the G. O has got altered from time to time in Madura, and Enclosure K shows that it sometimes assumes the Form of "Lands acquired before and after entering the Service", sometimes "of Lands acquired before and after Entering Government Service in 18—" and sometimes of "Lands acquired in the— of the— District in 18—". Instead of being submitted on one invarying date, the 15th January, as ordered, it is submitted with the Jamabundy accounts of the taluks, and is allowed to bear any date up to that time. The Statements (as I shall show below) are not kept carefully, and I have reason to believe that the District Registers of land are not always kept up to date. They are attended to by some low paid clerk, are outside the ordinary range of a Collector's activity and are seldom inspected. I think attention should be drawn to the matter and the Form shown in Enclosure R should be adopted. This Form, though it includes acquisitions and relinquishments before the previous

previous year, can be easily and rapidly prepared by each individual, and it will enable the correctness of the Register to be ascertained without going through a number of statements.

17. In the case of Muttusawmi Iyer I have examined all the annual Statements I could find from 1872. Enclosure B (Questions 6, 8, 10, 11, 12, 14, 16, 17, 18, 19, 20, 22, 27, 32), and Enclosure K relate to these statements. The following are missing: shown for 1876, 1877, 1879, 1885, 1887, 1888. With regard to the first 4, I believe the fault lies with the Collector's Record Department and not with Muttusawmi Iyer. In one case (1879) he has shown me his draft of a statement which seems genuine. In his statement for 1880, he expressly referred to it, and he would not have done so, unless he knew he had submitted it. Its contents appear in the Jamabundy report. Hence, I have no doubt it was submitted. For 1876, the fact of the existence of an original is proved

is proved in the same way by the Jama-bundy Report. A copy of Statement, No 8, was sent from Trichinopoly to Madura, but the original cannot be found at Trichinopoly. In the Statement for 1887 submitted in Trichinopoly, it was shown that 62 acres had been acquired, but this was not reported in the Jamabundy Report. All this indicates that the Statements were treated and kept so carelessly that the fact that some cannot be found now is not a proof that they never existed. With regard to 1887, Muttusawmi Iyer expresses doubts as to whether he submitted the Statement or not, but is sure he did so if he acquired any lands in that year. With regard to the Statement for 1888, he says he has not submitted it yet, and does not know where to submit it.

18. At the final hearing, Muttu-Sawmi Iyer submitted Enclosure L, 617 Depositions taken in Suit No 898 of 1878 on the File of the District Munsiff of Dendigul

Dindigul, Enclosure P, Correspondence with Mr McQuhae about the acquisition of the house site referred to in para 137 Enclosure S, letter with reference to Mr Le Fanu's remarks as regards subjects within the scope of this enquiry, and T, and T2, being an explanation as to Mr Le Fanu's remarks on other subjects, with Muttusawmi Iyer's testimonials.

19. To sum up, I am of opinion that Muttusawmi Iyer transgressed the rules in the cases of P. Ramasawmi Iyer, P. Krishnasawmy Iyer and Venkatachellam Iyengar (though there are palliations in each case) and that he acted contrary to the spirit of the rules to some extent in the cases of Subbien and Ponnusawmy Nadan but that there was nothing done contrary to the rules in any other case.

I

I also think that Standing Order no 248 A should be amended, and that new orders should be issued as to bringing previous acquisitions of Deputy Collectors to the notice of Government &c, and as to the time in which the Annual Statements of landed property acquired by public servants should be submitted.

2. The papers sent to me with Mr. Secretary Galton's Demi-Offecial letter dated 6th July 1889 are returned in the Cover marked U.

I have the honor to be
Sir
Your most obedient Servant
J. Grote
Fourth Member Board of Revenue
on special duty

Revenue (1889.) Department

797 667

No 7188

Compl. No. 67

From

The Honorable J. Grose

To

The Secretary to Govt.

Rev. department

Dated 29th August 1889

Rec'd 30 - - -

GOVERNMENT OF MADRAS
30 AUG 89
REVENUE DEPARTMENT

Submitting to Govt. letter from Deputy Collector, Mutt-Saumidyer expressing certain facts in connection with his case now pending before Govt.

Enclosure / Rs 2500

Chingleput
28th August 1889

8.89 Read-also the following petition

From

JG

K. V. Muthusami Iyr.
Ex Collector

To

The Revenue Secretary to
Government
(through the Hon'ble J. Grose
Member Board of Revenue
Madras.)

Sir

I beg respectfully to solicit that the Government will be pleased to take the following circumstances into consideration in disposing of the case against me now pending before them.

2. The charge against me is that in my loan transactions I had violated the spirit of the Rules.

3. There was no occasion or necessity for me to borrow till 1881 up to which my service amounted to more than 20 years. My first loan was in 1882, & the last was from the Mahant on an hypothecation bond dated 6th December 1886, copy of which obtained from the Sub Registrar, Sholinghur, has been already submitted to Government. The circumstances which led me to borrow are stated in para of my first explanation dated 29th March 1887.

4. I have not borrowed since. Out of the loans from my private income and savings from my Salary I have been able to discharge debt to the extent of Rs 2500.

neither in purchasing land or borrowing money I invariably considered the rulers of Government, and I bonafide believed that I had conformed to them in every one of my transactions both as regards letter and spirit. Wherever I felt doubt as to the meaning of the rules, I respectfully referred the matter to my superior and obtained sanction. This will be proved by the fact that the coffee estate and about 5 acres of land for building purposes at Devakottai were purchased after getting permission.

6 Should the Government however come to the conclusion that I had transgressed the spirit of the rules in any particular cases, I beg to submit that I should have unintentionally misunderstood their meaning & application. I respectfully pray that the Government will be pleased to treat such cases as error of judgment and excuse me.

7 I have done hard work for 28 years; and have performed some special work in connection with the hill boundary disputes between Government and the Zemindaris of Bodinaickanur, Ammayanaickanur &c in the Madura district, with the result of saving to Government of valuable forest-land.

8 My hard work during the famine has been recognized by Government by giving me a year's service gratis.

9 As regards the special work done by me in connection with the acquisition of land for the Villupuram & Pondicherry Railway I beg respectfully to invite the attention of

Government to my report dated 22nd January 1859 submitted to the Collector of South Arcot on the completion of my work in that district. If this report be not before the Government I beg that it may be sent for and perused as it will show that I had done my work not only rapidly but considerably under the Estimate. Further when I was working in that district Mr. Lutchmanna Row, who was appointed for the same special duty to North Arcot, wrote to me first and came to Tirumanamalai with Mr. Le Fanu's permission and advised and took instructions from me as to the mode of settling compensation.

10 In North Arcot also I did the same special work equally well if not better in spite of the disturbance caused to my mind from the very moment I entered the district. Mr. Fuller the Acting Superintendent of Police, Vellore, who enquired into the dacoity committed upon me on the 24th March 1859, and who said, after the inspection of the place of offence, the place where some of the property were found scattered by the Police the next morning, and the broken boxes that the dacoity was committed very clumsily by ordinary thieves, told me that Mr. Le Fanu himself said that my settlement of Compensation was favorable to South, that I was liberal in valuing lands as compared with the valuation made by Mr. Lutchmanna Row; & that the dacoity was committed by the affected people. I told Mr. Fuller that in my award, I was fair both to the South and the North, that I showed no distinction between the obstructive & the ignorant people in valuing their lands;

I read the dacoity was committed not
2. the limits of the village in which I settled
compensation but where Mr Lukhmanrao
settled it. Mr Mullaly then said that the
assessment of the dacoity was a disgrace
to the Police & that the Supdt of Police had
applied to the District Magistrate for
a reward of 50Rs to the persons who
may give information leading to
the detection of the case. I also offered
an additional reward of Rs 50.

11. I respectfully pray that the Govt
will be pleased to take all the above cir-
cumstances into consideration and done
Justice.

I beg to remain
Sir
Your most obedient humble
Servt

Endorsement

Submitted to Government.

(Sd) [illegible]
Fourth Member Bd of Revenue

9th August 1869.

REVENUE DEPARTMENT.

Current No. 6319

Sept. 59.

From

Dated 188

FOR ORDERS.

The foregoing papers with
[illegible] report
[illegible] contained in
[illegible] Collector of the Land Customs
[illegible]. He finds
from the records and
the petition submitted
a clear report which
places the facts before
Govt distinctly. He
takes each case in order
referring to the evidence
relating thereto and states
his opinion in each
case whether the petition
should be granted
or rejected by any two
many, but I have
find the facts by reference
to the evidence. The
award [illegible] is

[illegible] Making [illegible] the amount of
[illegible] Consolidated Chitty

found in Statements
A & B.
Lt Seon finds that as
regards the loans the
rules were transgressed
in 3 cases; though there
are palliations in each
case and that Lt
. Mathusami Aiyar acted
[illegible] the spirit of
the rules to some extent
in two other cases.
Lt Mathusami Aiyar's
contention is that the
individuals from whom
he borrowed money were
not residing within
his official range as
well as liable to be
brought into official re-
lations with him relying
on the wording of the Standing
order No 248 A in the
5th line of which the
word and is used in-
stead of 'or'.
Lt Seon points out that
the Standing order requires
modification in this re-
spect to bring it into

conformity with the Govt
of India Resolution in
[illegible] No 50 d 7 April/18[illegible]
No 375. The wording of
clause 1 of that Resolution
is more comprehensive &
prohibits money dealings
with persons subject to the
official authority or influ-
ence of the Govt officer
specified or residing, pos-
sessing property or engaging
in business within the local
limits for which such Govt
officers are appointed.
It is quite clear that the
dealings with the Huzur
[illegible], the two Registra-
tion officers & the Abkari
contractor were breaches
of the Standing order, and
it is a mere subterfuge
for Mathusami Aiyar
to shelter himself behind
the flaw in the Standing
Order.
The total sum which is
admitted to have been bor-
rowed by Mathusami
Aiyar during the last
six or seven years is some
thing like Rs 30000, in-
cluding the amount of the

[illegible] Officers specified in Mr [illegible]'s letter amount to 21,150 and in the [illegible] of No 6. It is stated that there were money dealings [illegible] from Ramachalam Chetty

FOR ORDERS.

Lr. Kuttaswami Ayyar's application

Revenue Department.

Current No. Letter from Lr. Kuttaswami Ayyar

From

Dated 28 Aug 188 .

FOR ORDERS.

The above has just been received and as I do not think that it contains anything in the papers on the file to warrant me in calculating I transfer the enclosed and send it on for such observations and such other papers bearing on the matter as may be necessary.

31/8/89

CL

3078.

Lordships Dist. is given to the Assistant.

It is a question for consideration whether an Assistant (whether Native or Covenanted) is for the present of the Superintendent of the Division pending the Deputy's return.

Regarding the application of Lr. Kuttaswami Ayyar for the appointment of Assistant Collector of Chingleput, I am to say that the Board do not propose to take any steps in the matter, as the Rules for the Service do not appear to contemplate the appointment of Assistants to Collectors of Districts.

2. The Board have called upon to amend Standing Order 240 + 240 A in the direction indicated by his Lordship + the Order for the form proposed by him is installed. It might be desirable to mention the Standing Orders are duly observed.

CL

2710

Lodging Det. in Gaol
the Lockup.

FOR ORDERS.

FOR ORDERS.

C. N. 6319. 1907.

Re prisoner reported
Rattray and Agnew case

Re prisoner specified 13 cases
of loaning money & bills
same Agnew, Smith from the
cases taken from the
Rattray Tripoli, &
consider that in 3 of the
Rattray and Simpson
Cases (Rattray's Cases
applications in each case)
that which making the spirit
of Rules & Regulations
2 Rattray cases.
Re Rattray 1926 Reports in
that under Rule S.O
No 240 A. He was only
prohibited from loaning from
any person resident within
his official range and limits
of hospitality of such
relations with him & their
Landowners.
Re S.O in hand thereby
a new rule of 26th dated
26th April 1903 No 1179 has
rescinded S.O. 240 A. with
respect to Rattray & Simpson
S.O. leaves it indistinctly
but does that which it is
intended that rules should
be, viz. prohibit any difficulty
applying it only to those
cases, & for which rule

* vide Page 305 of Rules
Re S.O. Regs. Edition 1903

violation by any one entitled
to plea of non-violation of the
letter of the rule to pass
unpunished any disregard
of its spirit, but still, as
the Court, more and
more with this principle
disinclined.

The words 'reverse the decision'
imply a finding & sentence
quite distinct from the
plea of guilty or not guilty.

Resolved, that Lt Col Hudson
be informed that the Court is of
opinion that all Civilians &
Non-commissioned Officers
who may be subjected to imprisonment
are prohibited under para 8
dismissal from taking
leave to go from quarters
subject to the general
authority, instructions &
warning, to be given
& enforced by
within Regimental limits
for which such Officers are
appointed. (Standing
Order April 1858 No 375.
Public Depth)

This resolution laid down
that the rule contained
in it was strictly
observed in future.
They direct therefore
that Ramasawmi
Agnis can be
only punished by Order

also as to Ramasawmi
if not employed into
the limit applies to
Police under
Taking a Division

Ramasawmi

Ramasawmi

Ramasawmi

that the Lt Col Hudson in the
Lt the punishment for breach
of the rules laid down with
dismissal from Service &
that the District in which
the rules laid down in S.O
No 248 dated of any regular
Chowkidar & he have 6 months
Service, but was on
sick list himself from the
penalty laid down in the
2 item No 1 (Note) Abbreviate
Court Company) he bound 2000
Rupees him with 3 sureties of his
absented A.D. fact & Lieut Col
Col. of the Dist. It is true
his Dist did not impose the
Taking in which Abbreviate was
employed, but it did not the
Dist who might at any time
have found his punishment appl
(which was that of Tahildar
of Timangalam) changed
to that of Tahildar of Cuddalore
where he had served for years
before. I think with the Govt
that among the committed
attempts of the spirit of Rule
breach of the letter.
keep with Govt letter.
Ramasawmi Agnis in
Agnis Ramasawmi agnis in
10th bound & Lieut from Rama
same when he was Tahildar
Tahildar & Ramasawmi
at Registrar of Timangalam
Taking. It is true
Transmission of the rule.
The Govt further in connection
with these 2 cases with
his letter dated 29 Nov
last No 2 Ramasawmi Agnis

!Ret 12 Sept.

!Ret

I could like one of such
Rupees Salem Dist. x
Ramasamy Iyer as
Subordinate of Pondicherry
Govt that he should
be allowed to get from them
the Loan at Tirumana-
-galam - quite entitled to
that when he so
bound the minors the
lenders were also stated
in the Bond Dist. Trans
fer of the Mortgage in Taly.
of Tirumangalam Taly.
Assessing his objections
time led to forfeiture
of the Loan. Other cases were
" brought from Pondicherry
" like myself in different
" departments. They are
" not liable to be brought
" into any official relation
" with the Govt in carrying
" their loans and I
" therefore myself respectfully
" request an unconditional
" official action."
Whether they are
not liable but they
are at the time of the
loans under contract &
therefore Iyer cannot
be held responsible for
victims of an earthly
superior power to suppress
his fabrication - | HLS

The Govt can prosecute on a
breach of the rules. | HLS
But it can withdraw from
outside Pondicherry Iyer
of being enforcement Under

Hll 1

exchange with him. 661
he can not be brought from there by
Pondicherry - but if he goes from
him - Then can sue him
by the order of 1901 -
constitute a breach of the
Sprits of Trust -
Kodaikai Reddi, who lent
money, on security of
Despiel & Thatchi on
Iyer, Tahsildar of the
Taly of Tirumana-
-galam - Visit Pattamai
Iyer on any thing by
Ramaswamy Despiel &
as specified in the Bond
dated in 1895. (vide list
given down by Govt proviso
report) -
6
He can not take Despiel
from Govt proviso -
Pattamai
Iyer as Tahsildar
received from about
from 1873 to 79 - upon
the ending of accounts the
Letter it seems also
money dealings with Govt
to some 14 or 15 years ending
with 1881, when they settled
accounts - so that during
the whole period the time
he Iyer was Tahsildar
of Taly in which A. Chetty
lived. I think that in
this case there is good
ground for assuming
without breaches of the
rule took place - The wrong
must be viewed this apart

The case is not very strong,
not nothing as 200. and
I would not loose it.
Hll

The rule was apparently laid down
for the first time in A 60 - of 1883.
which as my book calling does
is not just up. This order probably
summarized or consolidated pre-
existing rules. The rules in force
at the date of the loans must
govern the charges undertaken &
it therefore seems to be necessary
that the history of the rules should
be traced. If there is some prior
to 1881 were substantially the same as S.O. 248 &c then I agree
that it is probable they were
Transgressed in the case
Hll

forwarding the representation
Case No. 7 does not seem to have
been aware of the number
of Cases No. 8 & 9 from which
the Appellant appears to have
received the greater part of the
bribes alleged against him.

In Case No. 9. W. from acquitted
Petitioner appears to have
received from Ghose Rs
between 1000 & 1500 every
month - did not take his
evidence in writing - did not
state that he had taken his
Oath before taking - The case
False - The case known,
but not corroborative.

In Case No. 10 W. from convicted
by Appellant of abetment of
giving false evidence & of
corruption - did not take
evidence in writing -
In Cases 11, 12 & 13 W. from
acquitted by Appellant -
In connection with the suspicious
circumstances attending the
Calendaring of Petitioner's
opinion that Petitioner's
Agent's conduct was suspicious
that he really bought
decree from a man who
alleged W. Speechwriter
is deposing the fact in
connection with it - though
he does not think this is
clearly proved.

This & the remark of the
inquiring Judge that the
Petitioner appears to have

Bodaji Rama. Deposed
Ans

Malkamari Iyer says he was
ignorant of the means employed
with Ramanjam, but thought
that Ramaswamy obtained his business
by bribes.

This - Ramasamy Mudali & Ramaswamy
seem to be the worst of all, as there
are running close official relations
between Tahsildar & Stooly vendor. The tahsildar
was always left responsible.

I think that in several cases
Petitioner by is shown to have
clearly broken the rules about
borrowing & that he has for years
been engaged in a lot of transactions
which if not within the line are
very near it, & which have been
of a character & magnitude likely
to prejudice his usefulness
as a public servant.
I agree that he should be dismissed
though it is a heavy punishment
for a man of 28 years service.
who has worked with ability &
energy.

Ans
12 Sept.

I rather think he is.

653

you have in the light of
evidence before the Board
that he has in his
Ans;
but that Rule 29 has been
infringed, that his offence
of Embezzlement of the public
Rs. 1500 was not of the petty
character which is contemplated
from the dismissal in contemplation
of his conduct.

Mr. Foote's proposal at the
close of Para 2 of his report
may be adopted -
Petitioner to be informed by the Govt of this
Presidency that the S. of S.
Resolution - the S. of S.
does not consider he is
justified in saying that the
order in first case was passed
otherwise. (Para 15)
letter together - (Para 16)
but does not think he is correct.
The proposal at the end of Para
may be adopted - also that
in Para 16. Mr. Foote R.
even appropriate enough
should be adopted.

28/9/87 L&J.

Considered in Council
Ordered that he
be reduced to a
first or second
Tahsildar, pending
Collector's
Commissioner's
suspension

Krishnamachariar

56.

REVENUE DEPARTMENT.

665

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read G.O. 16 26/09 - 1034
G.O. 13 Feby/09 No
4358
do Confidential 457
Same G.O. No 631 9.
G.O. 7165 Confl 67

Issue G.O.
to Tanjore Dist 2 Lr

From Inspector of Police
Tanjore Dist. Krishnamachariyar, Dr Chetty,
who had been deputed to the
Salem District for the
acquisition of lands for the
Railway has submitted the
balance of Rupees and
three in Dr/96 he had ex-
pected a mileage bill in
favour of the Inspector para
from Rs 1000; he having
been employed in the District

20/7/09
Ltr
21 Feb.

[illegible] action a copy of the transaction. If the Lessee does not take the Lessor's copy the Lessor may keep the same & the Lessee remains liable for the price. If the Lessee fails to submit written objections to the Lessor's valuation of each item, the valuation of the Lessor shall be conclusive & the Lessee must pay the price at which the Lessor has valued it.

2. If the Lessee exercises the option of purchasing any item the Lessor shall give the Lessee a receipt & thereupon the property in the item shall pass to the Lessee.

(a) If the Lessee pays the hire purchase price & duly exercises the option to purchase the Lessor shall transfer to the Lessee all the Lessor's right title & interest in the item.

(b) If the Lessee pays the hire purchase price but fails to exercise the option to purchase the Lessor shall not be bound to transfer to the Lessee the Lessor's right title & interest in the item but may dispose of it as he thinks fit.

(c) If the Lessee pays less than 75% of the hire purchase price the Lessor may at any time demand possession of the item & may retake possession of it.

3. Subject to the provisions of Clause 4 hereof the Lessee may exercise the option to purchase

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read

PROCEEDINGS OF THE MADRAS GOVERNMENT.

678

Read

9. The Hon'ble Mr. Grose's letter dated 1/3 with enclosures of Towns entered by the Retrenchment Agency, and also the acquisition by Government property by the finding of Treasure trove in the Agency transmitted the Rules in the case of P. Ramaswami Iyer (No 2) P. Krishnaswami Iyer (No 4) and Venkatachellam Iyer (No 8) (Single Commissioners) and that in acted entirely the spirit of the Instructions but with regard to the (No 1) and Ponnuswami Iyer (No 10) but that there was nothing more contrary to the

Officers in positions of trust and responsibility in the Government Service are absolutely prohibited from entering into any money or other dealings whatever with persons resident within their official ranges and liable to be brought into any official relations with them, if such transactions are of a nature to place the Government officer under an obligation to the private individual incompatible with perfect freedom and independence of official action.

2. It is not necessary or expedient to attempt to define all the transactions to which the prohibition applies. It clearly includes all gifts of value, loans, credits, advances, supply of articles, or accommodation at unduly low rates or for insufficient consideration, and sales of property for inordinate prices; and while it is evident that no honest man will find any difficulty in applying the rule to his individual case, the Govt. will not be induced by any untrustworthy plea of non-violation of the letter of the rule to pass unpunished any disregard to its spirit, but will,

Relevancy

on the other hand, rivet such cases with their reversed disclosure.

"3. This rule will apply in the Revenue Dept. to all Deputy Collectors, District and Sub-division Sheristhadars, Tahsildars, Taluk Sheristadars, Sub-Magistrates, Deputy Tahsildars, Forest Range Officers and all Government servants in corresponding positions of responsibility and trust."

Contention of the individuals from whom the [illegible] were taken was "[illegible] [illegible] as well as [illegible] be brought into any [illegible] relying on the Standing order, with [illegible] and instead of [illegible] is not [illegible] [illegible] in this respect to bring it into conformity with the provisions of the [illegible] Act, S.C. 7 Geo. 5 1917 p. 375. [illegible]. The wording of clause 1 of that Section is here complained and prohibits the Govt

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read

and the fact that the
Lordship was informed upon
a personal point before
his departure

63. The next question is
whether there is
any evidence to
support the charge
of Misconduct
in Office

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read

In Case No 3. Letter contacted from Venkatswami dismissing a breach of the Rules.

Case No 4 Lakshmanna Iyer, Collector holding the appointment of Huzur Sheristadar 2 Lieutenant Governor's Letter No 1304 from P. Kesava Ramanni Iyer, Asst Collector & Dist Registrar of the same place. The relations between the parties are the same as in case no 2 and it is from such that the loss & transgression of the Rules, in which opinion the Govt concurs.

Case No 5. The amount of the loan transactions.

to in that Rule he incurred the hostility of landowners and other persons in the Madura District and on [illegible] of them at the headquarters of the Revenue Inspector Subordinate stating that these individuals are actively hostile to him on any public matters which he [illegible] to bring to Government notice and suggestions for the improvement of the District which he thinks he may be able as Head of the police to carry out. That when these charges were made the matters in which the Collector was [illegible] with the Revenue Inspector.

case has at hon Officially
contained but it is admitted
that sometime in
1883 Rev Mr Matheson
Queens Advocate of Zulu
kingdom he removed
to Lobo from Kastom
Kadi a right of District.
Mr Shepstone finds that nothing
contrary to Rules has been
proved against this case; it is
somewhat similar to case
of Lobo, decided although
Mr Matheson's Queens Advocate
at the time Zululand &
Tongaland in were not
impossible that the right
be transferred to District,
and in fact he was so
transferred in 1885. The
Govt are not, however,
press this case against
Mr

631
632

15. Case 106. The Secretary
of State in this case has
not been instructed by
it is admitted that Mr
Matheson had no
Relations with Cetewayo.
Under Authority this letter
during a period of some
14 or 15 years, the money
being advanced to the
farmers, farmers agent for the
Cattle &
Cattle &
Trade at Durban
Case subsequent to
in 1881 it was found
that a balance of some
£700 or £800 remained
due, the transaction had
exceeded £1,000 or £1,500
Mr Shepstone finds that nothing
contrary to Rules has been proved Mr Matheson's Zulu
Lobo
Govt decision in Case

Mr Matheson's account of Zulu

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read

Letters 1873 - 1879 -
Not during the greater
part of the time to which
the correspondence
refers Mr. Ramaswami
was President of the Board
of Revenue Commissioners
(Chetty, Muthu; there is
good ground, therefore, for
presuming that Circular
Orders of the Board ruled
in connection with this case
Case No 7. Mr Contractor
for Railway Rent, asked
the High Court; there
was no infringement of the
Rules in this case.
Case No 8. Mr 1884
Mr Ramaswami Iyer
Rs 1000 on account of Rs 1000
from Venkatachellam
Iyengar, the contractor
on a receipt signed
by the Collector and

Letters from Collectors in Tinnevelly
relative to which Mr
Ramaswami Iyer was
President. Mr Love
points out that there was a
breach of the spirit of the
Rules in this case and the
Govt concurs in this opinion
Mr Ramaswami Iyer
says that he was giving
this creditor's contractor
with the Firm only a share
but it was his business to
have enquired before giving
him the liability and the
mere plea of ignorance is inadmissible
Case No 9. In July 1884
Mr Ramaswami Iyer borrowed
Rs 2000 from Chokka Lingam
Chetty, a professional money lender and

during the hearing, shortly after the prisoner had closed the County Of Chester. Mr Grose against the latter moved Lyon because Chancellor Chetty on a different money Order but therefore does not constitute this fact making any difference; seeing that he lived in the district, though not within the jurisdiction of this Court the Court was actually entered, the hearing was thereupon enjoyed.

7. Section 10 of the Ordinance 1892 + 1895 the Petitioner Lyon brought a sum of Rs 200 from the Bastion of Jaffna Kachcheri Lodge. During this period Jaffna Kachcheri Lodge that

Section held the Petitioner thereupon the part of the Ordinance which the Petitioner Lyon was employed in his capacity as Petitioner. Mr Grose pointed that the spirit of the rules is transgressed in this case, in the opinion of Court it is the duty of the Petitioner Lyon to bring official details between Petitioner and Petitioner.

Cases 11 12 + 13.

The prosecution of the Petitioner Lyon in these cases the five charges against him were similar to the first charge

10. Regarding the acquittal

Read

to the consideration of the Government legislation for long terms of years, say 20 years &c. &c. allowing the Governor in Council discretion to offer a more favourable rate and restrictions to direct that the interest to the grantee of Whitehall. The Board will then have the authority of posting a limit to future or recent claims to land, & can thus be in a position to make an intelligent decision.

26. The Board will embody the above Resolution & the Govt of India on the subject of Surveying & the Teaching of Surveying in the Schools & Colleges in India & will ask the Govt of India to take action in the matter.

To
The Comptr of Land Revenue, Ceylon thro' his Excellency the Governor
The Hon'ble J. Grose Esq. C.J.
" Asstt Surveyor General (Kandy)
" Collr of North Arcot
" Collr of Trichinopoly
" Collr of Madura

Dated 12.10.19

Ch
1919.

1

L'Ambassadeur d'Espagne

Dept of S. to appoint

The Min. of Sardinia

The Min. of Sweden

The Min. of the United States

K. V. Muthuswami Ayer

Govt. of {188 } Madras.

REVENUE.

No.

From

Dated

Received

No. 2394 1889 No. 795

K. V. Muthuswami Ayer,
Deputy Collector.

Forwarding the redraft of the
Rules for framing Rules
under in regard to Land
acquisition of lands; directing the
Board to embody the result of
this Resolution on the
subject of framing the
Standing orders; and approving
the proposals made by the Hon'ble
Mr. Fraser in connection with the
submission of that annual
Statement of lands by public
servants