Revenue Department

Records of Consulate Corres

9 Feb 1858

Book 20: 25 & 26

Order 20/27 25 Feb 1858

No. 25. Read the following Extract from the Proceedings of the Board of Revenue; dated 8th January 1858, No. 100.

* *In Consultation 20th July* 1857. † *In Consultation 8th January* 1858. Read letters from the Acting Collector of Masulipatam dated 11th May* and 24th July 1857.†

(Here enter Nos. 68 and 136.)

These letters relate to a claim advanced to a half share in the Agraharum village of Ulloor, at present and for some years past under the Collector's attachment.

2. This village is entered in Mr. Oakes' Register of 1797 as an Agraharum granted in 1761 by the Zemindar to one Dasoo Gungarauze, and it was in the possession of that person's family in 1821 when it was attached by the Collector Mr. Russell under Regulation VII. of 1817 as being the rightful property of a Pagoda.

3. An action was in consequence brought against the Collector by D. Gungarauzoo grandson (by adoption) of the original grantee, who claimed one halfof the village, and stated that the other half belonged to D. Cunniah, the representative of the second branch of the family. Much litigation ensued. In the first instance the Auxiliary Court dismissed the suit on the ground that no sunnud or grant had been produced, by the plaintiff but subsequently the Zillah, Provincial and Sudr Courts decided in D. Gungarauzoo's favor, and in 1850 he was formally placed in possession of his half share, recovering afterwards his arrears for the time he had been kept out of enjoyment by a summary suit.

4. During the progress of this litigation an opportunity had been afforded by the Provincial Court, for the other branch of the family to come forward and advance its claim to the remaining half of the village, but D. Cunniah abstained from doing so. He expressed his unwillingness to incur the expense of a law suit and stated that if D. Gungarauzoo's claim was established, he could not doubt that his would be acknowledged by the Government as they were precisely similar.

5. Accordingly he has now requested that his half of the village, which is still under the Collector's attachment, may be delivered to him, and there is no dispute as to his being an equal sharer with D. Gungarauzoo, whom the Courts of Law have placed in possession of the other half.

6. But the Acting Collector has felt doubts on the point because in another Suit brought against the Collector by D. Gungarauzoo and D. Cunniah jointly for a different Mauniem, the Sudr Udalut have repudiated Mr. Russell's Register, and the documents produced by the Plaintiffs. Now these were the same documents, Mr. Knox observes, as were produced in the Suit for the village of Ulloor, and under these circumstances he hesitates to restore the remaining half of the village to D. Cunniah, and enters into a discussion whether the Pagoda on whose behalf the village was attached by the Collector, or the Government have the best title to it.

7. But it appears to the Board unnecessary to discuss this point at any length. The Collector had every opportunity during the very protracted litigation to produce all documents and accounts which tended to establish the right of the Pagoda, but all the Courts decided against it, and there is no occasion therefore to revive its claim now. Again, as regards any right which the Government may possess, it would only be justifiable for the Government to step forward at this stage of the proceedings to claim the village on its own account, on its producing very clear proof of its right and of the opposite party being wrongful intruders. But in the Board's opinion this is not the case.

8. In the Decree of the Sudr Udalut, which Mr. Knox now forwards as fatal to D. Gungarauzoo's claim, the Board find Mr. Oakes, suam Register of 1797 spoken of in the following terms: "This Register is accurate and complete and has always been relied upon "as such by many authorities on various occasions." Now in that Register the village of Ulloor is entered as an Argaharum granted on a quit rent of ten Pagodas in Fusly 1170(1760-1) by the Zemindar to one Dasoo Gungarauzoo whose son Akkirauzoo was then in possession. The same family enjoyed the village 21 years later or in 1821 when it was attached by the Collector on behalf of the Pagoda, and with such proof of the family's right supported as it is by the rejection of the Pagoda's claim by the Civil Courts, the Board consider that the attachment should be removed and the remaining half of the village given up at once to D. Cunniah.

9. Authority is accordingly requested for the Acting Collector to restore the half village to D. Cunniah, accounting to him for the proceeds in deposit. This course will not prevent future enquiry into the tenure on which the village is held, and the imposition of a fair assess-

பாதுகாப்பு பிரதி - 1

செப்பனிடுபவர் பெயர்: L. Rajagopal

செப்பனிடுதற்காக எடுத்தது - 07/03
கொடுக்கப்பட்ட நாள் :

25/11/06

கரபாத்தும் முதல் நாளை செய்யப்பட்டது

கரபாத்தும் 2ம் நாளை செய்யப்பட்டது

இறுதி செய்யப்பட்டது

ment if it is found to be held on enam without due authority, but the Board consider that no time should be lost in removing a mistaken attachment and restoring possession to the Grantee's family.

(A true Extract.)

(Signed) J. D. SIM, *Acting Secretary.*

No. 26. ORDER THEREON, No. 157; dated 5th February 1858.

1. The facts of the case forming subject of the above Proceedings of the Board of Revenue, are briefly these.

2. The village of Ulloor in the Goodewadah talook of Masulipatam is entered in Mr. Oakes' Enam Register of 1797 as an Agraharum granted in Fusly 1170 (A. D. 1761) by the Zemindar to one Dausoo Gungaraz and at that time in the possession of Akkiraz the son of the original grantee.

D. Gungaraz.
Original grantee (dead.)

Akkiraz (dead.) | Ragoo Naikoodu (dead.) | Bramanaia (dead.)

D. Gungaraz adopted son (dead.) | Ristnaya (dead.)

Cunniah | other sons (dead.)

3. After the death of this Akkiaz, his widow asserted that he had previously made over the entire Agraharum to a Pagoda; but Dausoo Gungaraz, (the adopted son of a deceased brother of Akkiraz,) between whom and Akkiraz there had been ill-feeling, at once denied this, and in the subsequent dispute, the Collector in July 1821, attached the village on behalf of the Pagoda, under Regulation VII. of 1817, as then interpreted.

4. In 1827, D. Gungaraz sued in the Auxiliary Court for recovery of the village, which he claimed as belonging in equal shares to himself and to D. Cunniah, the grandson of another brother of his adoptive father.

5. The original suit was dismissed, but eventually both on appeal to the Zillah Court, and on special appeal to the Court of Sudder Udalut, the right of D. Gungaraz was affirmed, and on 29th April 1850, after 33 years' litigation, D. Gungaraz entered in possession of the half village, and subsequently recovered the arrears of rent by a summary suit.

6. The remaining half of the village still remains in possession of the Collector, as D. Cunniah did not avail himself of the opportunity offered him in the course of the suit, for joining D. Gungaraz as a complainant, considering it would involve useless expense, the grounds of his claim being so precisely similar to those of D. Gungaraz, that if the claim of the latter was established, this must be at once acknowledged.

7. This confidence has not been justified, for up to the present time the land he claims, which, as shown, was originally attached by the Collector on behalf of a Pagoda, whose claim was long since declared by decree of Court to be groundless, remains in the Collector's possession together with the money proceeds of the produce.

8. The Collector and Board of Revenue both recommend that this attachment be at once removed, and the Government, entirely concurring in the simple justice of this proposal, can only regret the delay which has occurred in the matter.

9. The Collector will be directed to at once make over to D. Cunniah possession of the remaining half of the village of Ulloor, now under his attachment, together with the accumulated proceeds in deposit, amounting, as appears by the statement appended to his letter, to Rupees 1,138-11-3. They see no reason for making D. Cunniah bear the law expenses of Government incurred in their opposition to his right, as proposed by the Collector. These must be borne by Government. It will be distinctly explained to D. Cunniah that the Government in passing the present orders, in no degree waive their right to investigate at any future time the validity of the original grant by the Zemindar to his ancestor.

10. The Government entirely agree with the Board of Revenue, that the doubt expressed by the Collector regarding this surrender, based on the opinion expressed in another suit by the Sudr Court, of Mr. Russel's Enam Register, which was originally cited by D. Gungaraz in asserting his claim, cannot be for a moment maintained in face of the entry regarding the same land in Mr. Oakes' Enam Register, which document is in the same decree declared to be "accurate and complete, and always relied on as such by many authorities on various occasions."

(Signed) H. FORBES
Acting Secretary to Government.

No 1

Statement shewing the deficit to the credit of Connacht Half of the Grand Jury cess collected to the end of Feby 1855.

At the time of the settlement of Feby Grand Jury remaining to the credit of this half — £0. 0. 0

Three cheques received to cover out of the Treasurer's Collections to the 31st Dec. 1854 on account of County Cess which were presently standing to the credit of this half — £38. 3. 8

£38. 3. 8

Collections from Feby 1855 to 1855 from the half — £57. 2. 4

£95. 5. 4

Collections for Valuation Grand Jury — £77. 8. 3

" For Fever Cases — £9. 14. 0

" For Arrears of Rent — £4. 4. 0

Total Collections — £89. 6. 7

(Cess collected)

of which half — £39. 11. 3

£2. 11. 3

Remainder due by Connacht Treasurer due by himself to Grand Jury — £36. 8

Total Deficit by Treasurer — £38. 19. 8

Remainder — £38. 19. 8

Particulars

By Cheques for Balance in Bank — £38. 3. 8

Already applied to Cess which was left in the Treasurer's hands by the Grand Jury — £0. 15. 8

£38. 19. 8

Dublin 31st Dec. 1855

Signed J. J. Tuke
Acting Treasurer

Enclosure № 1.

In a Letter from the
Acting Collector of
Masulipatam —
to the Acting Secretary
to the Board of Revenue
Fort St. George dated
11th May 1857 —

№ 65

30/52

Dec. 15th Deposit
Ass to Cond. P. Ingham.

£30

Relating to the Conveyance
of the Land of Thomas

Dated 8th
Dec. 15th January 1809

Parties
Mr. Ingham
Mr. Robinson

Recited Lease of 8th February 1808.

Witnessing Clause from the
Recital Lease of Thirty Years
reserving as rent the Sum of
Thirteen Pounds Six Shillings and
Eight Pence Payable at Michaelmas
and Lady Day in every year
out of the Premises thereby
demised with the Power of Entry
for Non Payment thereof within
Forty Days after the same
shall become due and the Power
of Distress on the Goods
and Chattels of the Lessee
and Assigns thereon found
and reciting Covenants for the
Payment accordingly

One 15th day of December 1809

£23.