Revenue Department

G.O Ms No 1264 D/16.9.1858

Book No 19-20

Diary 21.9.1858

No. 19. Read the following letter from J. W. CHERRY, Esq., Acting Collector of Coimbatore ; to T. PYCROFT, Esq., Chief Secretary to Government Fort Saint George ; dated Coimbatore, 27th August 1858, No. 35.

SIR,

1. Adverting to the letter in the margin, that appeared in the *Athenæum* of the 10th Instant, I beg to be permitted to submit the following statement.

2. In October last year Mr. Thomas observed that a piece of land on the Neilgherries close to the plantation of Hunter, Dawson and Co., had been cleared without his knowledge, he wrote* to that Firm, of which Major R. Hunter of the Invalids is a partner, requesting to be informed under what authority they had so cleared and occupied the land.

* *Letter dated 27th October 1857, No. 305.*

3. In their reply† the land was said to have been purchased from a Burgher named "Chevanah" upon the strength of a Puttah that he held, the vagueness of this man's tenure was however admitted by them as follows :

† *Dated 7th Nov. 1857.*

"If the limits of a Puttah 20 years old "can be ascertained, it would have been better "to have had them pointed out, but Major "Hunter believed this to be impossible."

4. Mr. Thomas wrote‡ to the effect that the Burgher had no title whatever to the land, that it was a Government Forest, and asked for information as to the extent of the land that had been purchased, and the sum that was given for it, and other particulars. Hunter, Dawson and Co., in a letter§ (written in Major Hunter's hand writing) did not give this information, but stated that "the only course "we could adopt was to place the entire mat-"ter in Major Hunter's hands," and that Gentleman was represented as being in correspondence with the Conservator of Forests and the Revenue Board on the subject.

‡ *12th November* 1857.

§ *16th November* 1857.

LAND TENURE.

TO THE EDITOR OF THE ATHENÆUM.

DEAR SIR,—Many people will be loath to believe Mr. Freeman's statements in regard to land to be true. Kindly insert the following.

I purchased a piece of land from a native. The man resided on the land, and kept his cattle there ; he paid his tax regularly, and before selling me his land, had been told by Tahsildar, Curnum, and others, *to sell* as his tenure was good. Having bought the land, I engaged to pay a higher rate of tax to meet the requirements of Government, and on paying down my money to the owner, obtained in exchange a Puttah or paper signed by the Collector, together with the receipt for the last tax due. Subsequently I find that the native was made by threats to refund the purchase money on pain of being taken to the low country and some other delicate pranks following, the man paid back the money to a third party who applied for the land and obtained it from the Collector ; thereby setting aside first, my bona fide *possession by purchase* ; second, *my puttah or written grant that I have at this moment before my face* ; third, *the receipt for the payment of the last tax due*, and fourth, the value of the House, Cattle, Kraal, &c., that were on the Estate, and the bona fide property of the man in question. I heard something to the effect that the man had fixed his Puttah on a wrong site. This is false. The land had been in the native's family for centuries and the Puttah had been regularly drawn 14 years previous to my purchase of the land, and the tax had been paid regularly. This pretty business occurred in my absence. There are many hundreds who in a Court of Justice can swear to the actual holding of the man's family, and I can swear to being in possession of the Puttah, the native authorities informing the man that his tenure was good and permitting him to sell out. The case was taken up by the Collector, a report *of some kind* was made to the Revenue Board, and the native was ousted by being made to repay the price I gave him for his land and the value of his hut and cattle kraal. I desire enquiry but cannot get it. I either desire restitution of 14 years' tax to be made to the native, or like Mr. Freeman, I must grin and bear it. The Puttah says "*Given in good faith.*" I say in good faith my hands are clean and you may give my name if you think fit.

PLANTER.

5. Mr. Thomas then appears to have enclosed the above letter to Mr. Dawson, one of the partners, who wrote‖ after making a reference to his books, "I was "quite ignorant that such a letter had been sent until I received it "from you," and describes Major Hunter as being "impetuous."

‖ *30th November* 1857.

* 24th November 1857.
† 27th November 1857.
Extract of para. XXI. of the Neilgherry Manual.
"The right of the Burghers would seem to be simply that of "occupation. No purchase therefore, concluded with a "Burgher, can confer a title to any land, unless, (as in "the low country,) the land sold be Sheycal land, i. e. "land immediately in the occupation of, and under culti-"vation by, the latter, and that subject to the limitations "and conditions of each description of land."

6. In the mean time Major Hunter addressed the Conservator of Forests, who referred* him to the Collector for report; he also wrote to the Board of Revenue, who gave a similar answer,† adding that they were unable to inform Major Hunter whether his purchase could be recognized as valid until the seller's title is investigated, referring that gentleman to para. XXI. of their Manual for the disposal of lands on the Hills.

7. The seller's title was then enquired into by the Tahsildar of the Hills, and the result shows from the depositions of 4 Monigars and one Curnum, who were well acquainted with the land, that the Burgher "Chevana" had no claim or title to it, and that it was a Government Forest land, that no report of the sale of it to Major Hunter as is usual in such cases, was ever made to the village or talook officials.

8. Chevanah himself who was *a Cooly Maistry in Major Hunter's employ*, admitted‡ that he enjoyed the produce 20 *years ago but never afterwards*, that he sold the land without the knowledge of the authorities, and that he does not know whether it was the one held by him on Puttah.

‡ *See Chevanash's deposition dated* 27*th Oct.* 1857.

9. The village authorities all agree in stating that there has been no kraal upon it for the last 20, 25, 30 and 40 years, and that the Puttah held by Chevanah refers entirely to another piece of land in a village called "Neercombay."

10. Full reports were sent by Mr. Thomas to the Conservator§ of Forests and the Board|| of Revenue. The Board in their Proceedings¶ remarked that under the explanation given by the Collector they "cannot but view the land referred to, as Govern-"ment land."

§ 17*th December* 1857.
|| 22*nd Do.*
¶ 16*th January* 1858.

11. Messrs. Hunter, Dawson and Co., then wrote** admitting that Chevanah the seller had no right to sell the jungle land cleared by Major Hunter, and expressed their conviction that "the land belongs to Government," and they then applied for it on the usual terms, stating that it would be a valuable acquisition to them, this application was complied with by Mr. Thomas, who directed that the timber that had been felled, should be made over to Government.

** 23*rd January* 1858.

12. Major Hunter apparently in ignorance of what had been done by the Firm, again appears singly in the matter and appeals to the Board of Revenue, forwarding Chevanah's Puttah, and alleged that it referred to the land he had purchased, I had then taken charge of the District, and was directed†† by the Board to inform them whether that document actually represents the land in dispute. Again did the talook and village officials report that such was not the case, but that the land for which the Puttah was issued, relates to *another spot* belonging to the same Burgher and that land can be identified.

†† 20*th April* 1858.

13. This, as well as the circumstance of the land having been made over to Hunter, Dawson and Co., on their regular application, was duly reported,‡‡ and the Board§§ considered that the matter was finally disposed of, directing me to return the Puttah to Major Hunter, which was accordingly done.||||

‡‡ 12*th May* 1858.
§§ 28*th Do.*
||||3*rd June* 1858.

14. Upon this Major Hunter again wrote¶¶ to me and pointed out that the Board had been misinformed, and made some marginal remarks upon the Board's Proceedings, saying he would retain the Puttah and receipt for kist until he had the "further honor" of hearing from me.

¶¶ 8*th June* 1858.

15. I concluded the correspondence with my letter*** dated as per margin, of which the following is an extract.

*** 14*th June* 1858.

Para. 3. "It is immaterial to this office as to who has possession of it (Puttah) as the "Burgher in whose name it stands, will be of course answerable for the Government demand

"upon the land it represents, and which I need hardly repeat is *not* the land your Firm now "holds by a separate grant from Mr. Thomas."

4. "As you do not seem to be acquainted with what has passed between the other mem-"bers of your Firm and this office, and they again seem altogether ignorant of what you write "about, I do not see the necessity for any further correspondence in the matter unless commu-"nications come to me in the joint names of Hunter, Dawson and Co."

16. This is a faithful history of the whole transaction. From the above it will appear that the case has been grossly misrepresented in the letter signed "Planter."

17. I. The Burgher was never told by the Tahsildar, Curnum and others to sell his land.

II. The Official Accounts of the Curnum show that his tenure was not good, inasmuch as it was Government land.

III. No cattle kraal existed there for years.

IV. The tax paid, and consequently the receipts passed, referred to *another land* and not to this.

V. No third party applied for the land, but it was *given* by the Collector to the Firm of which Major Hunter is a partner.

VI. Every enquiry that could be made, was made, as will be seen from the correspondence referred to.

VII. And lastly, the Burgher who if any body was injured, was the only one to complain, has never moved in the matter, feeling perhaps that though he had imposed upon Major Hunter he had been detected by the Collector, Mr. Thomas.

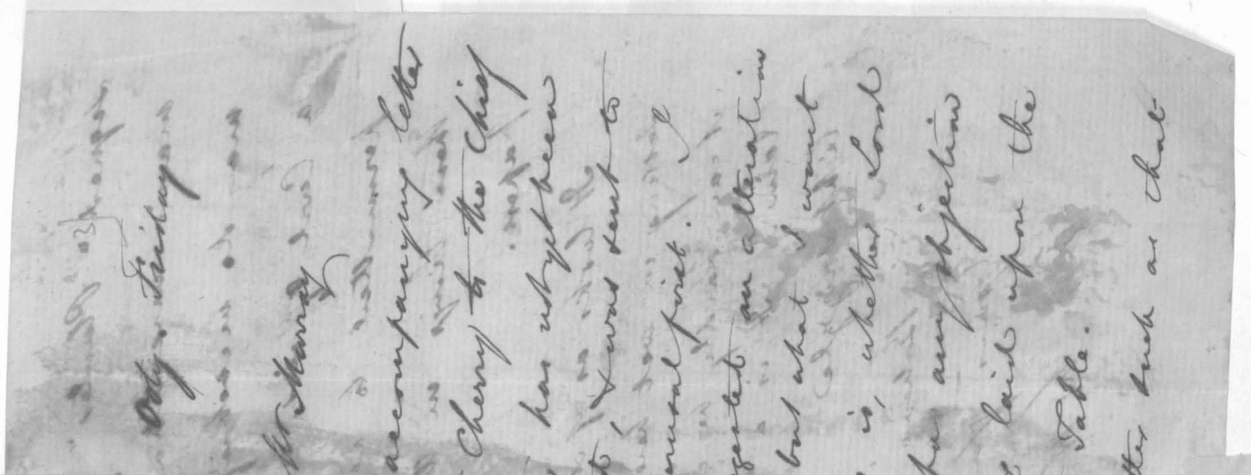
18. Whether that gentleman ever directed the Burgher to repay the money, the records do not show, one thing however is clear that Major Hunter has now got for nothing what according to his statement he had paid for to one who was not the owner of the property.

19. Seeing the interest that is now being taken in regard to colonization in India, and how apt the public are to be misled by strong and apparently authenticated cases of hardship, I think it my duty to contradict officially the statement published in the *Athenæum*, and I beg that this reply to it may be allowed by the Government to have the same publicity, by being placed on the Editor's table.

No. 20. ORDER THEREON, No. 1264; dated 16th September 1858.

Before passing orders on the above letter, the Government resolve to furnish a copy of it to Major Hunter, through the Military Department, for any explanation he may wish to submit.

(Signed) T. PYCROFT,
Chief Secretary.



Segnet "Planter" if it re
mains undisturbed,
may do mischief; and
a Court [illegible] is entitled
permitted to reply to
these things in the Public
Papers.

It looks as if it were
setting in wet here, though
it can hardly be called
rain. It is a kind of
light drizzle

Believe me
Yours faithfully
W. H. Bayley

4

No 35 ½ past 11
2 Sheets

Coimbatore Collrs Office
27th August 1858.

From,

J W Cherry Esqre
Acting Collector of Coimbatore

To,

T Pycroft Esqre
Chief Secretary to Government
Fort St George.

Sir,

Adverting to the letter in the Margin, that appeared in the Athenæum of the 10th Instant I beg to be permitted to submit the following statement.*

2 In October last year Mr Thomas observed that a piece of land on the Seelgherries close to the plantation of Hunter Dawson and Co had been cleared without his knowledge - he wrote to that Firm, of which

CORRESPONDENCE.

LAND TENURE.

TO THE EDITOR OF THE ATHENÆUM.

DEAR SIR,—Many people will be loath to believe Mr. Freeman's statements in regard to land to be true. Kindly insert the following.

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PLANTER.

* Letter dated 27th October 1858 No 305

I quite approve of this letter being placed on the Revenue table -

Major Hunter did not intend to deny the authorship of the letter in the Athenæum as to the remainder of his Letter

H

Major R Hunter of the Invalids is a
partner, requesting to be informed under
what authority they had so cleared and
occupied the land.

3 In their reply the land was said
to have been purchased from a Burgher
named "Chevanah" upon the strength of a
Puttah that he held, the vagueness of this
man's tenure was however admitted by them
as follows.

"If the limits of a Puttah 20 years old can
"be ascertained it would have been better
"to have had them pointed out, but Major
"Hunter believed this to be impossible."

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that the Burgher had no title whatever
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Major Hunter's handwriting did not
give this information, but stated that
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Extract of para XXI of the Salisbury Manual-

"The right of the Burgher would seem to be simply that of occupation- Wherefore, contracted with a Burgher, can confer a title to any land, unless, as in the low country, the land sold be Kheycal land i.e. land immediately in the occupation of, and under cultivation by, the latter & that subject to the limitations and conditions of each description of land."

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x17 Dec 1857
x 22nd Do-
x16th Jany 1858

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x23 Jany 1858

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Government -

12 - Major Hunter apparently in ignorance of what had been done by the Firm, again appears singly in the matter and appeals to the Board of Revenue forwarding Chevanah's Puttah and alleged that it referred to the land he had purchased - Had then taken charge of the District and was directed by the Board to inform *20th April 1858 them wether that document actually represents the land in dispute - again did the Talaat and village officials report that such was not the case, but that the land for which the Puttah was issued relates to another spot belonging to the same Burgher and that land can be identified -

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*12th May 1858
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Major Hunter, which was accordingly done -

*3rd June 1858

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14th June 1858

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"4 "As you do not seem to be acquainted "with what has passed between the other "members of your Firm and this Office, and

they again seem altogether ignorant of what
"you write about, I do not see the necessity
"for any further correspondence in the
"matter unless communications come to
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"and Co-"

16- This is a faithful history of the whole transaction- From the above it will appear that ~~Major Hunter~~ the case has been grossly misrepresented ~~to Govt~~ in ~~his~~ the letter signed "Planter"-

17- I The ~~man~~ Burgher was never told by the "Thasildar, Curnum and others to sell his land-

II The Official Accounts of the Curnum show that his tenure was not good- in as much as it was Government land-

III No cattle kraal existed there for years-

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V. No third party applied for the land, but it was given by the Collector to the Firm of ~~which~~ Major Hunter is a partner-

VI Every enquiry that could be made, was made, as will be seen from the Correspondence referred to-

VII And lastly the Burgher who if any body was injured, was the only one to complain has never moved in the matter, feeling perhaps ~~satisfied~~ that tho' he had imposed upon Major Hunter he had been detected by the Collector Mr Thomas-

18 Whether that Gentleman ever directed the Burgher to repay the money, the records do not show- one thing however is clear that Major Hunter has now got for nothing what according to his statement he was foolish enough to pay for to one who was not the owner of the property.

19 Seeing the interest that is now being taken in regard to Colonization in India, and how apt the Public are to be misled by strong & apparently authenticated cases of hardship ~~by reading of such correspondence~~, I think it my duty to contradict officially the Statement published in the Athenaeum and ~~a statement put forward by one Government~~

~~Office adverse to, and in the observance of, another~~

~~Government Officer.~~

IV

20 ~~As Major Hunter, having the matter~~

~~been most economical of the truth and not~~

~~shown that no relationship between his~~

~~words and the facts of the matter, that~~

~~ought to have been shown in his Statement~~

~~I beg that this reply to his false accusation~~

I beg that this reply to it

~~against one of their Officers~~ may be allowed

by the Government to have the same

publicity, ~~as his obtained in the papers~~,

by being placed on the Editor's table.

I have the honor to be

Sir,

Your Most Obed't Servant

Coimbatore
27th August
1858

Acting Collector

Copied by
P Vanoogopaul.

G. Venkatesiah
Head Clerk

Resolved that this above letter
be laid upon the Editor's Table.

Resolved also that Major
Hunter be called on this for
Military Dept. to state whether
he is or is not the author of
the Athenaean newspaper of the 10th inst. and
the letter ~~signed~~ dated &
he is to explain his conduct
in reference to that letter.

signed
Planter

JP

Wll

58 Revenue Department-

Dy to Cons: 21th September

From No. 1472

The Sz Collector

of Coimbatore

To

The Chief Secretary

to Government

Fort St. George

Dated 27th August } 1858

Received 12 Sept }

Extract from Mily Dept 29th Oct 58

No 1704 in Cons 30 Nov

No 35.

Submits explanation with

reference to a letter published

in the Athenæum of the

10th August 1858

No. 1264. 16th September 1858

Received

No. 1264

Before Responding orders on the above

the Government desire to be furnished with

if & Mayor Hunter Thinks the Collector

Department for any explanation

may submit to Govt.

Copy &c &c

16th September 1858

A. Officiating Secretary to Govt

No. 19020.

C 13th Sept