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MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 191 Press Mis.

83-87
Dated 11-2-1870

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 11th February 1870.

Read the following papers:—

No. 83. Proceedings of the Board of Revenue, dated 10th September 1869, No. 6,793.

Read again Proceedings of the Board of Revenue, dated 3rd June 1865, No. 2,393, and 20th February 1866, No. 1,186.

Read also Petitions from V. TAVASUMUTTU NADAN, Nos. 3,614 of 1868, 2,472, and 2,733 of 1869.

PETITIONER is the late Abkarry Renter of the Madras District, and in the above petitions re-opens the whole question of compensation claimed by him for alleged losses, which has been disposed of by the Board in the Proceedings now re-read.

2. The only grounds for compensation which are at all to the point are three:—

1st.—His having been prevented from opening a shop at Takanam Savadi, a hamlet of Tirupakodal, a village transferred in 1861 to North Arcot. The name of the hamlet was entered, owing to a clerical error, in the list of shops in the Madras District, with reference to the contract of Fusly 1273. The Board have already expressed their opinion that the petitioner knew perfectly well that this was a clerical error, and that he took advantage of the circumstance to evade his liabilities.

2ndly.—He claims compensation for the renting out of Palmyra trees on waste land to villagers. The Board learn from the Collector that there was no departure from the well-known custom and practice of the district, whereby loss was entailed, or advantage withheld from petitioner.

3rdly.—Compensation for closing shops at 8 P.M. This claim has already been declared inadmissible in paragraph 4 of Proceedings of the Board, dated 20th February 1866, No. 1,186.

3. Petitioner urges his demand for consideration on other grounds besides these, but the Board do not consider it worthwhile to notice them, as they are quite out of the question.

4. In the former of the Proceedings printed above, the Board authorized the Collector to offer the renter Rupees 4,000 as compensation for the shop at Takanam Savadi. The reasons for their doing so are fully stated therein.

5. The second of these Proceedings record his refusal of that offer.

6. On the 15th June 1867, the Board out of consideration for the losses alleged to have been sustained by the petitioner, extended his contract for one year on the terms at which he had held it for the previous five Fuslies—a concession which probably more than covered any losses sustained by him.

7. The Board resolve to submit the whole subject for the consideration and orders of the Government with the recommendation that the former offer of Rupees 4,000 per annum = Rupees 20,000 for the five Fuslies of the contract, be renewed on condition that

Fusly 1273.
,, 1274.
,, 1275.
,, 1276.
,, 1277.

petitioner accept that sum in satisfaction of all claims. They consider that his refusal to accept the Board's former offer should have the effect of debarring him from receiving interest.

8. The sum may be deducted from the balance (Rupees 28,066-14-3) outstanding against petitioner in the Madras District, or from the payments due on his present contracts in Tanjore and Trichinopoly.

No. 84. Official Memorandum from the Sub-Secretary to the Board of Revenue, to the Acting Under-Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 22nd September 1869, No. 987.

With reference to Memorandum, dated 18th September 1869, No. 139, the undersigned has the honour to forward to the Acting Under-Secretary to Government, Revenue Department, copy of the Board's Proceedings, 15th June 1867, No. 3,703, therein called for.

(By Order,)

(Signed) J. GROSE,
Sub-Secretary.

Enclosure No. 1.

Proceedings of the Board of Revenue, dated 15th June 1867, No. 3,708.

Read the following letter from the Acting Collector of Madras, to the Secretary to the Board of Revenue, dated Sydapet, 10th June 1867, No. 157.

I have the honour to forward, herewith, a petition addressed to me by the Abkarry Contractor of this district, together with its enclosure, for such consideration as the Board may think his case calls for.

2. Should the Board be disposed to grant his request, it is important that early orders should be passed on the subject, as the 20th instant is the day fixed for the sale of the farm for the next year.

Enclosure No. 1.—Petition.

The Board resolve to sanction the lease being continued to the present renter on the existing terms for another year.

No. 85. Proceedings of the Board of Revenue, dated 20th November 1869, No. 8,777.

Read the following letter from the Acting Sub-Collector, in charge of the Madras District, to the Acting Secretary to the Board of Revenue, dated Sydapet, 17th November 1869, No. 397.

With reference to Board's Official Memorandum, No. 1,128, of the 12th current, I have the honour to state that the petition therein referred to was returned to the petitioner on the 21st June 1867, with the following Endorsement:—

"Petitioner is informed that in accordance with the orders of the Board, "contained in their Proceedings of the 15th June, the lease of the Abkarry Farm "will be continued to him for another year on the existing terms."

Ordered that the above letter be submitted to Government, with reference to the Memoranda from the Under-Secretary to Government, Revenue Department, dated 28th September and 8th November 1869, Nos. 146 and 171.

No. 86. From the Acting Collector of Madras, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Sydapet, 11th December 1869, No. 270.

With reference to your Official Memorandum, No. 92, of the 10th instant, I have the honour to forward an Extract from the register of petitions which contains the abstract of the petition disposed of by Mr. Thornhill by an Endorsement, dated 21st June 1867.

EXTRACT.

No.	Name of Petitioner.	Date of Petition.	Date of receipt.	Concise Purport.	How disposed of.
68	Tavasumuttu Nadan, the son of Vellaya Nadan, the Abkarry Renter of Madras District.	1867. 7th June	1867. 8th June	Requests to recommend to the Board for the continuance of the lease for a further term of one year.	Petitioner is informed that in accordance with the orders of the Board contained in their Proceedings of the 15th June, the lease of the Abkarry farm will be continued to him for another year on the existing terms.

21*st June* 1867.

(Signed) G. THORNHILL,
Acting Collector.

No. 87. Order thereon, 11th February 1870, No. 191.

Separate Revenue, No. 2.
Abkarry.

It appears from the last three papers above recorded that the petition, from the late Abkarry Contractor of the Madras District, which was forwarded to the Board with the Collector's letter, dated 10th June 1867, No. 157, and disposed of by the Board in their Proceedings, under date 15th June 1867, No. 3,708, is not forthcoming.

2. The Government are, however, under the impression that the concession then granted was in full satisfaction of all the petitioner's alleged losses, and that the petition definitively made application to this effect. The present claim, founded upon the Board's former offer of Rupees 4,000 per annum for five years, cannot therefore be maintained, and the Government do not quite understand on what grounds the Board make the recommendation, which is contained in paragraph 7 of their Proceedings, under date 10th September 1869, No. 6,793, especially as from paragraph 5 of the same Proceedings they would appear to be of the same opinion as the Government as to the terms on which the extension of the lease was granted.

3. The Board will accordingly be requested to make further inquiries into the matter, and to examine any memoranda that may be on record in their Office, or in that of the Collector's, which go to show the grounds on which the additional lease of one year was conceded to the contractor. Every endeavour should also be made to obtain either the original petition above referred to, or a copy of it.

(True Extract.)

(Signed) R. A. DALYELL,
Acting Secretary to Government.

To the Board of Revenue.

Ed. P. P. Bangalore.

Govt. of India (Madras)

REVENUE.

To

THE BOARD OF REVENUE.

Dated February 1870.

Read

Ditto

G. O., 11th February 1870 No. 191.

FEBRUARY.

Nos. 83–87.

Lists Abkarry Renters of Madras.—Passing orders on the subject of his claim to compensation

No. 2,938.

Proceedings of the Board of Revenue, dated 3rd June 1865.

Read again letter from Collector of North Arcot, dated 1st October 1864, in Board's Proceedings 7th October 1864, No. 6,618.

Read the following letters :—

From E. G. R. FANE, Esq., Collector of Madras, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Sydapet, 2nd September 1864, No. 404.

As requested in the Board's Proceedings of the 16th ultimo, No. 5,264, I have the honor to forward herewith translations of the two letters therein referred to, as well as a list of the 111 shops made over to the Madras Renter by Mr. Corbett.

Enclosure No. 1.

From J. J. CORBETT, Esq., Abkarry Renter, North Arcot, to AMBOONDY IBRAHIM SAIB, Abkarry Renter, Madras District, dated 30th July 1861.

I have received your letter of the 29th July, in which you agree to rent the shops at Sankarambady and other villages included in my rental for Rupees 7,300 (as settled by Soobroya Moodelly on your behalf) and to come here, and get a cowle after keeping a deposit and executing a Muchilka. You also request that the letter may be considered final, and orders issued to my subordinates to make over the shops to you from the beginning of August. Your proposal has been accepted, and enclosed is an order to my subordinates to make over the said shops to you from the commencement of August. You will, therefore, put yourself in possession of these shops by sending your subordinates with the order, and will also, as stated in your letter, come here within a week, and after regularly executing a Muchilka and security bond, and keeping a deposit, receive a cowle in return. The fact of your taking possession of the shops should be immediately reported.

By order.

(Signed) A. THAYOOMANA MOODELLY.

(True Translation.)

(Signed) E. G. R. FANE,
Collector.

Enclosure No. 2.

From THAYOOMANA MOODELLY, to VEERASAWMY MOODELLY, dated 30th July 1861.

I have received your letter of the 27th July and learned the contents. As suggested by Soobroya Moodelly, I think it expedient to transfer, to Conjeveram, in casks, the arrack materials which have been soaked in six pots at Thacaknam Chavady, and then to distill the arrack. You will, therefore, have the same transferred. If Sowcar Ibrahim Saib will send a deposit and a letter for the shops at Sankarambady and other villages, as stated by him when he came here, orders will then be issued to our Nevasindahs to make over the same to you. You will then take charge of the same. As Kistnasawmy and others concerned in a Magisterial case in Conjeveram have not as yet come here, I presume you have not as yet exerted on their behalf. I do not know the result of the case, and beg to be informed of the same. The bearer of your note failed to come back as promised; hence the delay. I wish to be written to if necessary.

(True Translation.)

(Signed) E. G. R. FANE,
Collector.

ENCLOSURE No. 3.

ABSTRACT.—Translation of a list of Arrack shops.

ENCLOSURE No. 4.

ABSTRACT.—Translation of a list of Toddy shops.

From J. D. ROBINSON, Esq., Collector of North Arcot, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Arugonda, 30th March 1865, No. 52.

1. In reply to the Proceedings of the Board of Revenue, dated 7th October last No. 6,618, I have the honor to enclose copy of Mr. Corbett's letter on the subject therein discussed. Mr. Corbett's letter gives such information as will, I think, enable the Board to deal with this much vexed question, but I have here to express my regret that he should have been so dilatory in submitting this explanation, as he has thereby brought on my office the blame of a delay for which it is in no way accountable.

2. From Mr. Corbett's letter and the enclosures annexed, I gather that to facilitate the control of their respective farms, Mr Corbett sub-rented from the late Abkarry Contractors of the Madras District, Thackanam Chavady with its four dependent shops for Rupees 2,050 per annum, and made over in exchange to him (Madras Contractor) Sankarambady and the circumjacent villages for Rupees 10,184-6-0 per annum. This amount, viz., Rupees 10,184-6-0 may, therefore fairly be assumed to represent the net annual profits derived from the 111 shops and stills located in those villages, as the charges of plant and management would fall on the sub-renters. In this sum, I need scarcely add, would be included the proportional contribution to the aggregate rent paid to Government by Mr. Corbett for the entire Abkarry farm of the District. These statistics are not material to the solution of the particular question at issue, viz., the value of the local farm of Thackanam Chavady and its dependent hamlet, but are given here because asked for in Board's Proceedings of the 22nd October 1864.

3. The 111 shops and distilleries of the Sankarambady farm having thus been sublet by Mr. Corbett, it can scarcely be expected that he would be able to state the net profits of his sub-renters: nor would these latter be likely to facilitate our inquiries by permitting an inspection of their books.

4. Returning to the Thackanam Chavady difficulty, and to the question of the compensation which should be awarded to the Abkarry Contractor of the Madras District on that account, I am of opinion that Rupees 2,050 per annum would be fair, and as much in fact as he is entitled to claim according to the then out-turn of the locality; but if the rent of the entire Madras Abkarry farm has risen, he would, I apprehend, have a right to a proportionate addition to the compensation to be awarded to him on this item.

5. Adverting to paragraph 4 of the Proceedings of the Board, dated 22nd October 1863, No. 6,752, I beg to state that Teruppalkadal, of which Thackanam Chavady is a hamlet, has been included in the North Arcot Abkarry list for the current lease. The Board will also learn from the notice inviting tenders, that the Abkarry farm of North Arcot was put up and sold "according to its lately revised boundaries." Under the circumstances, Mr. Corbett cannot, I think, be legally asked to make any addition to his present rent, already heavy enough, on account of the shops and stills in Thackanam Chavady, &c.

Vide this District Gazette, dated 7th June 1862, page 217.

6. In paragraph 2 of his letter embodied in the Board's Proceedings under reply, Mr. Corbett gives the rental of Sankarambady and its surrounding villages as Rupees 9,180 per annum, and that of Thackanam Chavady as Rupees 1,880. These figures, however, are not quite accurate, as they represent the results of eleven months only, which will amount to the sums named in paragraph 1 of this letter, if computed for the entire year.

ENCLOSURE No. 1.

From J. J. CORBETT, Esq., Abkarry Contractor of North Arcot, to J. D. ROBINSON, Esq., Collector of North Arcot District, dated 13th March 1865.

1. With reference to the Proceedings of the Board of Revenue, dated 7th October 1864, per copy furnished to me, calling on you to obtain from me statements of the profits made in previous years in the Taluk of Sankarambady and its surrounding villages; this information, I presume, is called for on account of one Ibrahim Saib having written in support of Vellia Naiden that he, Ibrahim Saib, had sub-rented from me, the whole of Sankarambady, for eleven months at the reduced rate of Rupees 663 and Annas 10 per month, on his giving up to me the five shops in Thackanam Chavady in the Chingleput District, which otherwise, from its contiguous position to North Arcot, would expose me to heavy loss.

2. I have already stated as much as Thackanam Chavady was in opposition to me as Contractor of North Arcot. Sankarambady was equally in opposition to the Chingleput Contractor; each sub-rent had its proper value, and for our mutual benefit we exchanged; while I paid the proper barage for Thackanam Chavady, I got paid for Sankarambady. Ibrahim Saib, in his address to the Board, would make out he gave up Thackanam Chavady entirely to me, and took Sankarambady at the low rate above quoted; his object is evidently to show that Vellia Naiden, the present Contractor of Chingleput, is a very great loser by not having Thackanam Chavady.

3. In the Notice of the sale of the Abkarry Farm of North Arcot in the District Gazette, 7th June 1862. It states, "According to its lately revised boundaries," this ought to set all dispute at an end, and to carry out this revision, the Chingleput Abkarry was sold for only one year, that both North Arcot and this should be sold at once after the transfers had been made. Sankarambady was as much in opposition to Chingleput as Thackanam Chavady was to North Arcot. I will now show that Ibrahim Saib made no concession to me. I beg to submit his original letter to me, containing the terms on which we exchanged the one for the other; this letter was the document from him to me; being a Contractor like myself, he asked to be excused signing the usual Muchilka, as he considered it not becoming his position to do so. In this Tamil letter, you will see the sums fixed; he took the sub-rent for eleven months; the first month each kept our own, as he would not come to the same terms as his predecessor, but finding it to his interest he soon came to a settlement. This same Sankarambady was held for four years by a C. Vencatasawmy Chetty, Contractor of Chingleput, whose Muchilka I beg to submit. In this you will see the amounts distinctly fixed for each sub-rent, and Ibrahim Saib did no more than take it on the very same terms.

4. The two Tamil letters, Nos. 3,529 and 3,658, herewith returned, addressed to the Board of Revenue, fully bear out what I have all along maintained, that Vellia Naiden's claim was preposterous, and far from being founded on just and equitable grounds.

5. I beg further to remark that the five shops in Thackanam Chavady were given over to me by C. Vencatasawmy Chetty for four years for 2,050 Rupees per annum, and Ibrahim Saib had given them on the same terms. In the face of the documentary evidence now produced, Ibrahim Saib still comes forward to uphold Vellia Naiden in his exorbitant claim. The letters, Nos. 3,529 and 3,658, confirms my statement in reference to the above claim.

6. The two situations of Thackanam Chavady and Sankarambady were antagonistic to each other; the highest barage was fixed and transferred to each other. Thackanam Chavady being only for the five shops 2,050 Rupees per annum.

7. In all farms, I believe, the rules are that the Muchilka, when signed and delivered, determines the situation of shops and still-houses; till then, everything is left in abeyance, and any list of places, and shops promulgated, before or at the time of sale, is always considered nominal till the Muchilka is executed.

8. In the late revision, the shops in our District Sankarambady opposed to Chingleput were taken from us and given to that District, and Thackanam Chavady given to us, in the face of obtaining the shops from Sankarambady, which he must have well known, were given in exchange for

Thackanam Chavady, the Contractor possessing this advantage on one side, claims the other also, from evidently a mere clerical error, and I humbly and respectfully beg to submit that this claim is far from being just and equitable.

9. I beg the Tamil letter of Ibrahim Saib, and the Muchilka of C. Venkatasawmy Chetty, may be returned to me at your convenience.

(True Copy.)

(Signed) J. D. ROBINSON,
Collector.

ENCLOSURES Nos. 2 & 3.—Petitions.

From J. D. ROBINSON, Esq., Collector of North Arcot, to R. A. DALYELL, Esq., Acting Secretary to the Board of Revenue, dated Chittoor, 27th April 1865, No. 60.

I have the honor to forward herewith copies and free translations of the two documents referred to in Mr. Corbett's letter enclosed in mine of the 20th ultimo, No. 62, which were called for in your Official Memorandum of the 18th instant.

ENCLOSURE No. 1.

Free Translation.

From A. IBRAHIM SAIB, to J. J. CORBETT, Esq., Abkarry Renter, Zillah Chittoor, dated 29th July 1861.

1. I, Ahomed Ibrahim Saib, the Abkarry Contractor of the Madras District, am doing well at Tirpati, and request to be informed of your welfare.

2. According to the terms under which C. Venkatasawmy Chetti sub rented, in Fasli 1270, the sixty-one shops in Sankarambady, Parumputhoor, Poodoopolliem, Abdoollapurum, Pillaypoodoopolliem, which are prejudicial to the (Abkarry) interests of the town of Conjeveram of this District, the annual beriz is Rupees 10,184-6-0; deducting therefrom Rupees 848-11-2 for the month of July, the balance due for the remaining eleven months from August is Rupees 9,035-10-10.

3. Again, the annual beriz of the five shops at Thackanam Chavady, &c., which are prejudicial to the (Abkarry) interests of Wallaja, Cavaripak, &c., of your District, is Rupees 2,050; deducting therefrom Rupees 170-12-4 for July, the beriz for the remaining eleven months is 1,879-2-8, which, after deduction from the above sum, (viz., Rupees 9,385-10-10,) leaves a net balance of Rupees 7,456-8-2. This sum, *minus* Rupees 156-1-2, being the amount remitted by your manager Tayaman Moodelliar in favor of Soobroy Moodelliar on my behalf, leaves a balance of Rupees 7,300, for which I agree to sub-rent from you the above sixty-one shops. I shall come over to you within a week, lodge deposit, execute Muchilka, and obtain Cowle from you. I request that you will consider this paper conclusive, and issue necessary instructions to your people to make over to me the said shops.

4. The arrack and the utensils, &c., in these shops not being required by me, you may send for them.

5. It appears that a shop near Bramhadasem, of which the name I do not at present recollect, has been closed on account of its having been prejudicial to the Abkarry interests of Arcot, on payment by you of Rupees 220 per annum. I wish to be favoured with your opinion regarding the shop in the current year.

(Free Translation.)

(Signed) J. D. ROBINSON,
Collector.

ENCLOSURE No. 2.

From J. AHOMED IBRAHIM SAIB, the Abkarry Contractor of Madras, to Mr. J. J. CORBETT, Ezaradar of Chittoor District, dated 29th July 1861.

1. I am doing well at Teroopasoor, and request to be informed of your welfare.

2. The sixty-one shops situated in Sankarambady, Parumputhoor, Poodoopolliem, Abdoollapurum, and Pillaypoodoopolliem are prejudicial to the (Abkarry interest) of the Town of Conjeveram according to the terms under which Venkatasamy Chetty rented in Fasli 1270; the beriz of the current year is Rupees 10,181-6-0, deducting Rupees 848-11-2, the monthly beriz for the last July, the monthly beriz from August is 9,335-10-10. The beriz of the current Fasli of Thackanam Chavady and five shops, which are prejudicial to the Wallajah Pettah and Cavarypauk, is Rupees 2,050. Deducting the beriz for July, Rupees 170-13-4, the remainder is Rupees 1,879-2-8, and the net beriz is Rupees 7,456-8-2, of which amount Tayaman Moodely, your Manager, by the intercession of Soobroy Moodelly, deducted Rupees 156-8-2, and the remainder is Rupees 300. For the sum of Rupees (7,300) seven thousand three-hundred, I have consented to take the Izarah of the sixty-one shops, and therefore within a week I will come to you and bring the deposit money and give a Muchilka and obtain a Cowle. You should consider this letter as a final settlement, and send orders to your people to make over to us the said shops from 1st August.

3. You may send for the arrack and materials which are in the said shops, as we have no necessity for them.

4. One of the shops adjacent to Bramhadasem, the name of which is unknown, and which is prejudicial to the Abkarry interest of Arcot Town, you should take it up for Rupees 220, as it appears that the said shop was shut up. We are desirous of knowing your opinion regarding the said shop. Many salaams.

(True Translation.)

(Signed) T. SRENEVASEN.

ENCLOSURE No. 3.

Free Translation of a Muchilka for Abkarry sub-rent executed by Kenakajalamandi Itta Venkatasawmy Settiar, residing at Wallajapet in the Kaveripak Taluk, to Messrs. J. J. CORBETT and HENRY MORRISON, Abkarry Renters of the District of North Arcot.

1. I hereby agree to sub-rent from you, in the terms of the former Muchilka, the Abkarry stills and shops in the following villages, (the Amani villages, in the Caveripak Taluk being excepted,) viz., thirty villages in the Sankarambady Division, seventeen villages in the Abdoollpurum range, in the Tirvattoor Taluk, the Perungatoor Division, and the Punna Padopoliem Division, for a period of four years, viz., from 1st July of Fasli 1267 to 30th June of Fasli 1270, corresponding with Tamil years from Pingala (1857 to Roudri) at Rupees 10,184-6-0 per annum, or Rupees 40,737-8-0 for four years, exclusive of the cost of establishment and contingent charges. Deducting therefrom Rupees 8,200, being the usual amount of rent due by you for the said four years (exclusive of the cost of establishment and Saderwarid charges) on account of distilleries and shops in the five villages of Theruppakkadal, Thackanam Chavady, Vijamangalam, Carevedu, and Kolattoor in the Conjeveram Taluk of the Chingleput District, of which I am Abkarry Contractor, as well as Rupees 880, being the amount of compensation for four years payable by you on account of a shop at Bramhadesem attached to Perungattoor range, which has been closed in consequence of its proximity to the town of Arcot; or Rupees 9,080 (8,200 + 880) on account of the above two accounts, there will be left a net balance of Rupees 7,914-6-0 per annum, or Rupees 31,657-8-0 for the said four years, which will be due by me. As I have

that-

lodged a deposit of 20 per cent. upon one year's beriz, I agree to pay the above beriz in the following instalments:—

Adi 660-6-0.	Adi 660-6-0.	Adi 660-6-0.	Adi 660-6-0
*	*	*	*
*	*	*	*
*	*	*	*
7,914-6-0	7,914-6-0	7,914-6-0	7,914-6 0

or Rupees 31,657-8-0, which I shall pay without fail according to the monthly instalments above specified. On failure of payment, on the prescribed date of any one of the above instalments, you are authorized to zuft, on the very next day the shops sub-rented out to me, and manage them yourself, or rent them out to any body else during the remaining period of my lease. Should the proceeds of the shops during the period fall short of the amount due by me for it, you may recover from me, by recourse to law, the deficit and the cost of establishment, if any, with interest.

2. I shall have these distilleries and shops kept open from 6 A. M. to 8 P. M. and work the distilleries at the usual places only. I shall sell an English seer of Arrack at 6 mile fanams, and a pot full of toddy, of the usual size, at 6 mile fanams. I shall not allow liquor or toddy to be conveyed beyond the limits of my shops in contravention to the established rules.

3. I shall never receive grain, wearing apparel, weapons, gold or silver ornaments, brass pots, or such like things in barter for liquor.

4. I shall not allow measures of less capacity to be used in my shops, nor shall I allow liquor to be sold to thieves, madmen, and wicked men and the like, nor shall I allow any crowd in my shops.

5. I shall open neither shops nor distilleries at places other than those specified in the usual general Putta from the Huzur.

6. I shall not mix with Jaggery, &c., Oomittakay, or any other intoxicating drug in the distillation of arrack.

7. During the halts of Regiments adjacent to my shops, I shall object neither to their being provided with their own shops, nor to the closing of my own, on their requisition. I shall, however, if required, supply toddy for loan of bread for the use of the gentlemen of the Regiment. I shall not give liquor to any Officers, Soldiers or Paragies (East Indian) of any Regiment.

8. If I fail in any year to paying instalment of the beriz according to the terms of my agreement, you are at liberty to attach my property and sell it in auction, the sale proceeds being credited to my account without any objection being raised either by me or by my heirs.

9. I and my people agree to abide by any orders that may be issued either by Government or by you regarding my sub-rent.

10. I bind myself to act according to the terms specified above regarding my sub-rent. If I or my people fail to do so, I shall subject myself to the fines and penalties that may be inflicted by the Magistrate or Circuit Judge under Sections 7, 8 and 9 of Regulation I. of 1820.

(Signed) VENCATASAWMY SETTI.

(Free Translation.)

(Signed) J. D. ROBINSON,
Collector.

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1. The above recorded letters refer to a dispute which has been long pending as to the amount of compensation that the Abkarry Renter of the Madras District can equitably claim in consequence of the closing of a Shop and Still at the village of Thackanain Chavady, which, on the part of the Collector, was inadvertently included in his list of Shops, though the village had been transferred to the adjoining District of North Arcot before the commencement of the Renter's lease.

2. The Renter obtained the farm of the Madras District at public auction in May 1862 for a period of five years, from the 1st of July in that year, at an annual rental of Rupees 1,57,500, being Rupees 49,500 in excess of the rent of the previous year. In the Sale Advertisement, the Shop in question was entered, but the Abkarry Renter of North Arcot naturally objected to a Shop being opened at a place which was then within the limits of *his* farm, and the Madras Renter was accordingly informed that he could not be permitted to open the Shop.

3. The Renter thereupon claimed a compensation of Rupees 54,000 per annum, *i. e.*, more than one-third of his contract rent for the whole District, during the currency of his lease as he estimated his probable profits at the Shop in question at the exorbitant sum of Rupees 4,500 per mensem. Mr. Ellis recommended that an annual reduction of Rupees 24,000 should be made in his rent in consideration of the error which had been made, and that failing his acceptance of this offer, he should be referred to the Civil Court to establish his claim to compensation. Mr. Ellis apparently made this proposition in consequence of his belief that the profits made at this Shop had amounted, on one occasion, during the late Renter's lease, to upwards of Rupees 1,900 in one month.

4. The Board were of opinion that if a shop at this village was so valuable, it would be advisable to permit the Abkarry Renter of North Arcot to open a shop there at an increase of rent, and by this means to obtain a portion, at any rate, of the compensation to be paid to the Madras Renter. On a reference, however, to Mr. Corbett, the North Arcot Renter, he stated that it would be no advantage to him to open a shop at Takanam Chavady, as it was already surrounded by his shops, and he added that the value of the shop had been greatly over-estimated, as he had himself rented it from the Madras Renter for Rupees 2,050 per annum, and that the Madras Renter was clearly endeavouring to take advantage of a mere clerical error, for that it was matter of common notoriety before the sale of the Madras farm that this and other villages had been transferred to North Arcot.

5. The Acting Collector of Madras, Mr. Banbury, was then called upon to ascertain and report whether Mr. Corbett's assertions were susceptible of proof should the case go to Court, and in reply he recommended that rather than incur the trouble and expense of a suit, it would be preferable to offer the Renter an annual reduction of Rupees 12,000 in his rent as compensation for the loss of the shop.

6. Before sanctioning this offer being made, the Board requested the present Collector of Madras to explain an apparent discrepancy between the statements made by the late Collector, Mr. Ellis, and the North Arcot Renter, Mr. Corbett, Mr. Ellis having reported that the Renter of the District, in Fasli 1271, made a profit at the shop of upwards of Rupees 1,900 in one month, and Mr. Corbett having asserted that he rented the shop during that Fasli for a little over Rupees 2,000 per annum.

7. Mr. Fane examined Ibrahim Saib, the Renter of his District, in Fasli 1271, who averred that the profits stated to have been made in one month were correct, but that he had closed the shop for the remaining period of the year on condition of his receiving from the North Arcot Renter the shops, one hundred and eleven in number, in the neighbourhood of Sankarambady, at the reduced rent of Rupees 603-0-10 per mensem. Mr. Fane has also submitted the translation of a letter from Mr. Corbett's Gumastah to Veerasawmy Moodelly, the late Renter of his District, alluding to the arrangement under which he was to obtain the Sankarambady shops for the sum in question, and in conclusion Mr. Fane recommends that a compensation, at the rate of Rupees 24,000 per annum, be awarded to the present Renter of his District.

8. The last two letters recorded at the head of these Proceedings, however, have entirely altered the complexion of the case. It is clear from the letters and documents submitted by Mr.

that

Corbett that the usual rent of the Sankarambady shops was Rupees 10,184-6-0 per annum, and the rent of the Thackanam Chavady shops Rupees 2,050 per annum. It seems that a former Renter of the Madras District executed a Moochilka, consenting to pay Mr. Corbett Rupees 10,184-6-0 for the Sankarambady shops, and to let to him the Thackanam Chavady shops for Rupees 2,050 per annum, a copy of which has been submitted by Mr. Corbett, and it appears that Ibrahim Saib, when he succeeded this person as Renter, followed the same arrangement after he had been in possession of the farm for a month. His letter to Mr. Corbett agreeing to do so has also been submitted.

9. From the foregoing facts it is evident that the assertion of Ibrahim Saib, the late Madras Renter, that during the month he retained the Thackanam Chavady shops, he netted more than Rupees 1,900, must be a fabrication, for had he done so, it is quite impossible to believe that he would have been willing to close these shops for the remaining eleven months of the year, on the simple condition of receiving the Sankarambady shops for Rupees 7,300 for eleven months, in lieu of Rupees 9,180, which was the usual rent of the shops for the same period.

10. Under these circumstances the Board can only conclude that attempt to evade his liabilities, and to take advantage of a mere clerical error, has been made by the present Renter of the Madras District. The Board feel satisfied that the usual and fair rent of the Thackanam Chavady shops was only Rupees 2,050 per annum, and it is excessively improbable that the present Renter was not well aware when he purchased the farm that the Sankarambady shops had been transferred to his farm in lieu of the Thackanam Chavady shops.

11. The rent of the Abkarry farm of Madras has been raised, as above noticed, about 46 per cent. above the former rent. It would be fair, therefore, to allow more than Rupees 2,050, the rent paid for the Thackanam Chavady, as compensation, if compensation is due. The Board believe that the Collectors have been misled by wrong information in recommending such large amounts as proposed by them for compensation, and they believe that in offering the Madras Renter an annual deduction of 4,000 Rupees, which is equivalent to 100 per cent. on the former rent of the Thackanam Chavady shops, they will be offering much more than the Renter has a right to demand. But to close the matter, they authorize the Collector to make this offer to the Renter, on the understanding that it is in no way to prejudice the case of Government should the matter be taken to Court.

12. The Collector will, therefore, be good enough at once to call upon the Renter to decide whether he will accept the deduction of 4,000 Rupees from his rent in full satisfaction of his claim, and to report the result with as little delay as possible.

(True Copies and Extract.)

(Signed) R. A. DALYELL,
Acting Secretary.

To E. G. R. Fane, Esq., Collector of Madras.
,, J. D. Robinson, Esq., Collector of North Arcot.

Department.
1865.
No.
PROCEEDINGS OF THE BOARD OF REVENUE,
Dated 3rd June 1865.
No. 2,533.

Requesting the Collector of Madras to call upon the Abkary Renter of the District to decide whether he will accept a deduction of Rupees 4000 from his rent as compensation for the closing of the shop and still in Thackanam Chavady transferred to the North Arcot District, and to report the result without delay.

Exd. J. Wright.

No. 1,186.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 20th February 1866.

Read again the following letters :—

From the Collector of Madras, dated 11th August 1865, No. 242, recorded in the Board's Proceedings, dated 22nd August 1865, No. 5,126.

From the same Officer, dated 10th November 1865, No. 367, recorded in the Board's Proceedings, under date 17th November 1865, No. 7,377.

From the same Officer, dat[illegible] 5th December 1865, No. 400, recorded in the Board's Proceedings, dated 8th December 1865, No. 7,869.

Read also the following letters :—

From J. D. ROBINSON, Esq., Collector of North Arcot, to the Acting Secretary to the Board of Revenue, dated Chittoor, 18th November 1865, No. 242.

I have the honor in reply to your letter of the 22nd August, No. 5,119, to forward copy of a communication* received from Mr. Corbett, the Abkarry Renter of this District, from which the Board will learn that thirteen Arrack and Toddy shops were transferred to the Madras District, on the adjustment of boundaries, and that twenty-eight of the 111 shops in the Sangarumbady neighbourhood are still included in the Abkarry farm of this District. Mr. Corbett does not state how many of these are Arrack, and how many Toddy shops, but from his remarks, I infer that both Arrack and Toddy are sold in the same shops. These ninety-eight shops appear to have been sublet by Mr. Corbett, for 14,300 Rupees.

* Dated 13th November 1865.

ENCLOSURE No. 1.

From J. J. CORBETT, Esq., Abkarry Contractor of North Arcot, to the Collector of North Arcot, dated Chittoor, 13th November 1865.

1. I have the honor to acknowledge the receipt of your letter of the 24th October 1865, together with the Board's Memorandum calling for certain information with regard to Sangarambady, of our District.

2. In reply to the FIRST QUESTION, I have to state that thirteen shops for selling both Arrack and Toddy were transferred from Sangarambady to the Madras District.

3. SECOND QUESTION.—Deducting the above thirteen shops from the 111 shops belonging to Sangarambady, I now hold the remaining ninety-eight shops for selling Arrack and Toddy. I must here state, the Toddy shops are of nominal value, as Toddy is only three months in the year in season, and very few of the Toddy shops are availed of, as Toddy and Arrack is always sold in all important places in the same shop. A good portion of even the Arrack shops, though down in our puttah, is not always used, for it is not the number of shops that determines its value, but localities. In our Abkarry operations we often get more for one single shop in a good situation, while we assign away shops in other places for a mere trifle.

4. No. 3 QUESTION.—I beg to say I have sublet Sangarambady for 14,300 Rupees per annum to Mundy Iyasamy and Ruthna Reddy. The old rate to Venkatasamy Chetty for four years, and to Ibram Saib for one year, was Rupees 10,186-6-0 in the last lease. Considering the very heavy increase there is in the Abkarry for the present, over the former contract, I should have got over 20,000 Rupees for Sangarambady if the thirteen shops, from their contiguous position to Conjeveram, had not been taken away from me, I would then have had to pay in the same proportion for the five shops opposed to me, of about 4,000 Rupees per annum. Is it likely Ibram Saib would make over to me his five shops for 2,050 Rupees, if it were to his advantage to keep them ; he states he did so, in consideration of getting so many as 111 shops in Sangarambady for so low a figure ; if so, why were the sums for each place so distinctly fixed, and specified, not only in his engagement, but in those of his predecessor ; the same rule was observed in [illegible] five years' lease prior to the one in question.

5. Sangarambady, though let for 14,300 Rupees, which is under the average barage, I consider the sum far beyond its fair value, the expectation at the time of a tramway being made in that neighbourhood induced the slight rise, which however was not realized, so far as to benefit this particular sub-rent, and at the present moment the sub-renters, after obtaining from me a deduction of 1,500 Rupees, are in arrears of kist near up to 5,000 Rupees, which I see poor prospects of recovering.

6. It might appear that a large number of shops represent a portionate value. I will for your information lay certain facts connected with the value of shops generally.

7. Taking a radius of from Vellore, Arcot, Ranipet, and Wallajapet; in all these, I have one first-class shop at Katpaudy, Vellore Railway station; one shop at the entrance, Vellore; none at Arcot and Ranipet; one only at Wallajapet; these first-class shops are our best, and range from ten to twelve Rupees a day for liquor sold; from these, our highest and best, we go down, on the descending scale, to as low as four and eight Annas a day, the majority are among the lowest scale; during my former lease, holding it on reasonable terms, I dispensed with all petty shops; but under the present lease, I am forced to avail myself of every opportunity of securing as extensive a sale as I possibly can. The same rule prevails in sub-renting shops, where the party provides his own liquor, the greater number of shops bring from three to seven Rupees a month, and some even less; shops of this description not being sufficient to recompense the seller, are invariably held by old men and women, in connection with small bazars. Thus you will observe it is not the shops that carry any value, but localities.

(True Copy.)

(Signed) J. D. ROBINSON,
Collector.

From E. G. R. FANE, Esq., Collector of Madras, to the Secretary to the Board of Revenue, dated Sydapet, 21st December 1865, No. 425.

1. With reference to the endorsement on the Board's Petition, No. 2,438 of 1865, I have the honor to report that seven witnesses have been examined in support of Petitioner's statement in presence of Vellayah Nadan, the Abkarry Contractor, and Rungah Charry, a Vakeel of the High Court, who represented the Petitioner. The persons examined were for the most part Abkarry Contractors, or Gumastahs of Contractors of this District in former years.

2. Their evidence corroborates Mr. Corbett's statement in his letter to the Collector of North Arcot, which forms an enclosure to the Board's Proceedings, dated 3rd June 1865, No. 2,938, as regards the fact and the object of the mutual exchange of Takanam Chavady and Sankarambady shops, and entirely opposed to the plea set up by Vellayah Nadan, that the prices given for these shops were merely nominal, and had no reference to the real value of the sales. The only documentary evidence produced, is an extract from the account books of Govinda Reddy and Periasami Mudaly, who were Abkarry Contractors of this District from Fusly 1256 to Fusly 1258. The beriz of Takanam Chavady, *i. e.*, the four shops included in the Tirupacadal Muttah, or otherwise called the Takanam Chavady shops, is there entered as 1,400 Rupees. In addition to this, there is a statement of one Iyasami Mudali, the Gumastah of Mr. Kenrick, who was Abkarry Contractor of this District from Fusly 1262 to Fusly 1265, that the Takanam Chavady shops were then leased out to the North Arcot Contractor for 1,700 Rupees by Venkatasami, the Sub-renter of the Conjeveram Taluk, and that he was present when the Muchilkah to this effect was executed. The average profit on the Takanam Chavady shops is stated by Govindah Reddi, the Abkarry Contractor from Fusly 1256 to Fusly 1258, to be under Rupees 500 per annum, and by Arunagheri Pillai, his Gumastah, to be about 200 Rupees per annum.

3. In answer to this, Vellayah Nadan has put in a written statement which I have the honor to enclose, and which completes the inquiry into the Renter's claims. It rests now for the Board to judge how far his objections are valid, and his claim for compensation equitable. I would only remark that it is not disputed that Thana Pillai, the present Petitioner, is a dismissed Gumastah of Vellayah Nadan's, and is actuated by private motives of animosity in endeavoring by every means in his power to ruin him.

4. There is still a further matter which I had the honor to bring to the notice of the Board in my former letter, and to request orders upon, viz., the Abkarry Renter's claim to compensation, on account of his being deprived of certain privileges formerly granted at the great festivals. This claim is again mentioned by Vellayah Nadan in paragraph 10 of his present statement, and is, I think, an additional reason for dealing liberally with him in any compensation that may be finally resolved on.

5. If the truth could be known, I have little doubt that Vellayah Nadan is now claiming compensation, not on account of any real grievance, but from a conviction that his original bid for the Abkarry rent of this District was ill-advised, and more than what will yield him a fair profit on the contract.

6. With regard to the collections made from him since my letter of 11th instant, No. 411, I have to report that I am informed that 17,000 Rupees have been paid into the Tanjore Treasury on account of the balance due, and the Renter promises to pay the rest within the present calendar year.

ENCLOSURES Nos. 1 and 2.—Petitions.

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1. In their Proceedings noted in the margin, the Board carefully reviewed the claim for remission which is put forward by the Abkarry Renter of the Madras District, and authorized the Collector to offer him a remission of Rupees 4,000 per annum. The correspondence recorded above has taken place since these Proceedings were passed, and the Board gather that the Renter has definitively refused the Collector's offer.

3rd June 1865, No. 2,938.

2. The only new facts which have been elicited by the further correspondence noted above, are that the Sangarambady shops have not all been transferred to the Madras District, and that the rental of those still attached to North Arcot is considerably in excess of the former rental of the whole number of these shops. The Madras Renter adduces these facts as tending to show that the respective rents of the Takanam Chavady and Sangarambady shops, upon which the offer of compensation was partially based, were merely nominal, and did not represent the true value of the rent in either case.

3. On the other hand the Collector of Madras* reports that the evidence of seven witnesses who were examined before him, for the most part Abkarry Contractors, or Gumastahs of Contractors, in his District in former years, goes to prove that the Board's view is correct, and that the sum for which the Takanam Chavady shops were let to Mr. Corbett was their actual saleable value. It further appears from the evidence of these persons that the annual rent of the Takanam Chavady shops has gradually increased, having been Rupees 1,400 in 1848, and Rupees 1,700 in 1854. The rate which the Board accepted as their rent four years ago, viz., Rupees 2,050, cannot, therefore, be very much under the mark, and the Board are satisfied that in making the offer which the Renter has refused, they dealt with him quite as liberally as he deserved.

* Letter dated 20th December 1865, No. 425.

4. The Board are unable to admit that the Renter has any valid claim to compensation as it regards the closing of shops at 8 P. M. The fact that improper priveliges were exercised by former Renters during festivals, is no reason why such practices should be any longer permitted. The License and Muchilka distinctly specify the terms of the Renter's contract, and he can expect no privilege which is not provided for in the License.

that

6. The Collector will, therefore, at once proceed to realize the full rent due from the Renter under his contract, should he be in arrears for any portion of it; and he will be careful in future not to permit the Renter to become indebted beyond the amount of his deposit. The evidence as recorded before the Collector in his recent inquiry, should be carefully preserved.

(True Copies and Extract.)

(Signed) W. HUDLESTON,
Secretary.

To the Collector of Madras.

Copy to the Collector of North Arcot.

Exd. J. Wright.

[illegible]

1866. Department

No. Rev 3126/6

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 20th February 1866.

[illegible]

No. 1,186.

Directing Collector of Madras to proceed at once to realize full rent due from Abkarry Renter of district if he is in arrears for any portion of it, and to be careful in future not to permit him to become indebted beyond amount of his deposit.

Revenue Department

No. 191 -

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 11th July ~~January~~ 1870.

Read the following papers.

Pros of the Board of Revenue Recommending to renew the compensation of 4000 Rs per annum offered to the late Abkarry renter of Madras Dt. on condition that he accept that sum in satisfaction of all Claims. — H.E. 10th Sept. 1869. No. 6793.

From the Sub Secy to the Bd. of Rev. Forwarding copy of Bd's Pros. dated 15th June /67, No. 2708 sanctioning continuance of Abkarry lease of Madras Dt. to present renter on existing terms for another year — H.E. 22d Sept. 1869, No. 987

Pros of the Board of Revenue. Submg: letter from Collr. stating that Petition from Abkarry Contr. of Madras Dt. praying for continuance of lease of Abkarry farm for another year, was returned to Petr. — H.E. 29 Nov. 1869. No. 8777.

From the Ag. Collector of Madras. Forwarding an Extract from the Register of Petitions relative to the Petn. for the continuance of the lease of the Abkarry farm disposed of on the 21st June 1867. — H.E. 1st Decr. 1869, No. 270

[illegible]

It appears from the last three papers above recorded that

that the Petition from the late Abkarry Contractor of the Madras District, which was forwarded to the Board with the Collector's letter, dated 10th June 1867, No 159 and disposed of by the Board in their Proc.s under date 15th June 1867, No 3708, is not forthcoming.

2. The Govt. are however under the impression that the concession then granted was in full satisfaction of all the Petitioner's alleged losses, and that the Petitioner definitively made application to this effect. The present claim founded upon the Board's former offer of Rs 400 per annum for 5 years cannot therefore be maintained, and the Govt do not

guide understand on what grounds the Board make the recommendation, which is contained in para 7 of their Proc.s under date 10th Oct.r 1867, No 6793, especially as from para 5 of the same Proceedings they would appear to be of the same opinion as the Govt. as to the terms on which the extension of the lease was granted.

3. The Board will accordingly be requested to make further enquiries into the matter, and to examine any memoranda that may be on record in their office or in that of the Collector which goes to shew the grounds on which the additional lease of one year was conceded to the Contractor. Every endeavour

should

should also be made to
obtain either the original
Petition above referred to,
or a copy of it —

14 Petition of [illegible] Dept 12

J. D. A. S.