M.R.O. 14-5,480-29-10-25.

MADRAS RECORD OFFICE.



Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2160 Press Mis.

238 - 24

Dated 13 — 5 — 1867.

Not to be folded or roughly handled

Further papers
G.O. No. 2348 Rev. dt. 21-6-67

Read the following papers :—

Read again letter from the Civil Judge of Tinnevelly, dated 25th May 1867, and recorded in Proceedings No. 1,283, dated 6th June 1867.

No. 238. Read also the following Proceedings of the Board of Revenue, dated 15th November 1866, No. 8,265.

Read the following letter from the Collector of Tinnevelly, to the Secretary to the Board of Revenue, dated Pudukudi, Tenkarei Taluok, 4th September 1866, No. 367 :—

1. As requested, I have the honor to report on Board's Petition No. 2,791 of 1866. The petitioners enjoy an assignment of revenue from certain lands cultivated by Ryots, who hold Puttahs direct from Government, and pay their assessment to Government, *minus* the amount assigned to the Inamdars. The Sunnuds granted by the Inam Commissioner confer on this class of Inamdars the absolute right of disposing of the land, or in other words, grant to the Inamdars who have nothing to do with the land, the rights enjoyed by the Ryots who actually own the land. Such grants cannot, of course, be upheld, and I understand that the Sunnuds granted to this class of Inamdars have, in several instances, been already set aside in the Civil Courts, as conferring no title whatever.

2. The Inam Commissioner has, moreover, expressly notified that granting a Sunnud to an Inamdar does not involve any change in the tenure on which the land is held, and I have accordingly refused to transfer the puttah from the Ryots to the Inamdars in this and many similar cases.

Enclosure No. 1.—Petition.

1. The Board would be glad to have further particulars of the cases referred to in the close of paragraph 1 of the Collector's letter before disposing of this case, and they request him to furnish the same, if obtainable.

2. Meantime the Inam Commissioner will be requested to favor the Board with his views on the case.

No. 239. Proceedings of the Board of Revenue, dated 8th July 1867, No. 4,274.

Read again letter from the Collector of Tinnevelly, dated 4th September 1866, No. 367, recorded in Board's Proceedings, dated 15th November 1866, No. 8,265.

Read also the following letters :—

From the Officiating Inam Commissioner, to the Secretary to the Board of Revenue, dated Madras, 21st January 1867, No. 2.

1. I have the honor to acknowledge the receipt of the Proceedings* of the Board of Revenue, dated 15th November 1866, No. 8,265.

* Enclosure herewith returned.

2. As in the district of Madras, the Inamdars in Tinnevelly have generally no right to the *land* which belongs to the Mirasidars or "Nelaswamies." The Inam consists of the right to the Melwaram, and it is this right that has been dealt with by this department.

3. The wording of the general form of the Title Deed which has been adopted indiscriminately in all the districts of the Presidency is not, I admit, quite suitable for Melwaram Inams of this description. The Inamdars have, however, been distinctly informed that the present settlement does not confer on them any new right to the land, but that enfranchisement merely removes the restrictions hitherto imposed by Government on Inam tenures for the protection of their own reversionary interests.

4. The Jody on Inams in the Tinnevelly District has been hitherto usually collected by Government from the Nelaswamies or proprietors of the land, who paid to the Inamdars in grain or money, according to custom, the difference between the full assessment of the land and the Jody they paid to the Government. As a revenue arrangement for facilitating collections, Revenue Puttahs seem to have been annually granted to the landholders for the Jody they paid to Government on account of the Inamdars. In a few cases, however, the Jody Puttahs are issued in the names of the Inamdars, notwithstanding that the lands do not belong to them.

5. It was not possible for this department to make the Jody a charge on the proprietor of the land, and deal with the Inam separately. The former Jody as well as the new quit-rent charged for enfranchisement are properly charges against the Inamdars, inasmuch as they do not form a portion of the Mirasidar's share of the produce but of the Government share of it, which was assigned to the Inamdars either free of all tax or subject to a Jody. This department therefore charged a consolidated quit-rent on Inams, and issued Title Deeds in the names of the Inamdars.

6. The question now raised is whether the Revenue Puttahs for the former Jody should be as hitherto granted to the Mirasidars or to the Inamdars. This point also involves two further questions, viz., who should pay the additional quit-rent now imposed for enfranchisement, and if it is decided that it is to be paid by the Inamdars, whether in case of default the land can be held as security for the demand under Section 2, Act II of 1864.

7. I am of opinion that after the issue of Inam Title Deeds no necessity exists for granting any annual Revenue Puttahs for the old Jody or the new quit-rent either to the Mirasidars or the Inamdars. Such a practice does not obtain in other districts, and the Board have, on a reference from Mr. Banbury on a somewhat similar subject, disposed* of the question in the negative, under the Government Order, dated 1st October 1864.

* Board's Proceedings, 19th April 1865, No. 1,952.

8. As to the party from whom the quit-rent charged for enfranchisement should be collected, I entertain no doubt that it should be paid by the Inamdar, and if it is to be paid by him, so should the former Jody also, since under the rules both form a consolidated charge on the entire Inam.

9. The Mirasidars apprehend that if the Jody is collected from the Inamdars and Revenue Puttahs issued in their names, their right to the land might eventually be affected; but such fears appear to me groundless. They are simply made to pay the *whole* Melwaram on their lands to the Inamdars, instead of a part to the Inamdars and the rest to the Government. Their possession is not disturbed, and the Civil Courts will protect their rights of occupancy.

Proceedings of the Madras Government, Revenue Department,
13th September 1867.

10. With regard to the question of whether in case of the default of the Inamdar to pay the quit-rent the land can be sold, I am of opinion that it cannot. The Government have assigned the revenue to a third party, and if he fails to pay the quit-rent charged on the revenue so assigned, it would surely not be just to make the holder of the land answerable for the default. The simple course would be to sell the Inam tenure, which would in all probability be purchased by the proprietors of the land.

ENCLOSURE No. 1.—Petition.

From the Collector of Tinnevelly, to the Secretary to the Board of Revenue, dated 8th February 1867, No. 77.

1. In reply to the Board's Proceedings, No. 8,265, dated 15th November 1866, I have the honor to inform you that Vara Reyayet or favorable assessment is very common in this district. It corresponds very much to the Ardamaniyem, Treswagam, and Chaturbagam tenure of Trichinopoly, noticed in the Board's Proceedings, No. 4,751, dated 29th July 1863. It does not follow, however, that the difference between the full and favorable assessment of the land is enjoyed by the Puttahdar, but the Government receive the reduced or favorable assessment, and the Inamdar the difference between that and the full assessment as their respective shares. Some cases of this description have been, and some have not been settled by the Inam Commissioner; if settled, the party enjoying the money Inam has received a Sunnud conferring on him a right to the land.

As explained in my letter of 4th September 1866.

2. The Inam Commissioner, however, never intended to interfere with existing rights, and the Sunnud is merely a form unadapted to the case in point; this is clear from a Circular* stating that the issue of Sunnuds does not interfere with existing rights, and I beg therefore to suggest that such lands be treated as Ayen, chargeable with full assessment at settlement, and be registered in the name of the Puttahdars, and that the present Inam payable from them be converted into a ready-money payment from the Government treasury annually, or in the lump, at the option of the Inamdar. This would please all parties alike, as the Puttahdar is now afraid of the Inamdar claiming the land according to the terms of his Sunnud. The Inamdar has difficulty in getting his money from the Puttahdar, and the Settlement Officer will be puzzled to know how to register such lands in the settlement: for if registered as Government, they will be chargeable with full assessment, and must stand in the name of the Puttahdar; and if registered as Inam, they will receive no Puttah, and must stand in the name of the Inamdar.

* Copy enclosed.

3. It is impossible to supply the Board with a detailed statement of such lands without very great delay; but if I am favored with general orders on the subject, as in the case of the Trichinopoly Ardamaniyems, I can dispose of each individual case as each village is taken up for settlement. These cases occur mostly in the river-irrigated talooks, which will be the first settled.

Proceedings of the Inam Commissioner, dated Coimbatore, 8th April 1864, *No.* 28.
Read letters from Deputy Collector A. STRINIVASA Row, dated 24th and 25th March 1864.

Paragraph 2. In most cases of Pattam and Poruppu lands, the Inamdar is not the party who holds the land and pays the favorable assessment, but the Nelaswami or Mirasi holder of the land pays the Pattam or Poruppu to Government, and the difference between that and the Melwaram to the Inamdar. The Government Puttah for the amount of Pattam or Poruppu is usually issued in the name of the Nelaswami and not in that of the Inamdar; but it is always distinctly stated in the Puttah that the Pattam or Poruppu is the amount of kaul of such a man. Strinivasa Row now inquires whether, after the issue of the Title Deeds by this department in the name of the Inamdars, it will not be necessary to collect the quit-rent directly from him, in which case he reports that the Mirasidars apprehend that their right to the permanent occupancy of the land will be affected, while some of the pauper Inamdars are afraid that they will experience great difficulty in collecting the quit-rent from the Mirasidars. The Deputy Collector is requested to explain to the parties concerned that our settlement is not intended to disturb any of their existing rights. The Revenue authorities can continue to collect the quit-rent from the Mirasi holders of the lands; but in cases of default, a notice will be issued to the Inamdar before the Inam right in the land is sold. The Commissioner believes that in some other districts also the Jody on Inams is collected from the cultivators of the land, and this being merely a revenue arrangement does not in any way affect Inam rights.

(Signed) W. T. BLAIR,
Acting Inam Commissioner.

(True Extract.)

(Signed) W. T. BLAIR,
Acting Inam Commissioner.

To the Collector of Tinnevelly, for information.

(True Copy.)

(Signed) R. K. PUCKLE,
Collector.

Proceedings of the Madras Government, dated 6th June 1867, No. 1,283, Revenue Department:—

ABSTRACT.—Referring to the Board a letter from the Civil Judge of Tinnevelly, regarding certain discrepancies in Inam Futtahs, &c.

1. In August last the Board received a petition from certain Inamdars of the Tinnevelly District, complaining of the issue of Puttahs by the Collector to the Ryots in occupation of their Inams. This petition was forwarded to the Collector, who reported that the Inams were merely assignments of the Government revenue; the Title Deeds issued by the Inam Commissioner conferred no right to the land itself, and that such claims founded on these Title Deeds had already been rejected by the Courts in several instances.

2. The Board called on the Collector for fuller particulars, and also requested the Inam Commissioner to state his views on the subject.

3. From the replies of these Officers it appears that the Inams in question are really assignments of only a portion of the Government revenue, and that the Ryots subject to the regular payment of the revenue are undoubtedly proprietors of the land, and that Puttahs have always been issued to the latter, who paid the Inam assignment to the Inamdar, and the difference between that and the full assessment to the Government.

Proceedings of the Madras Government, Revenue Department,
13th September 1867.

4. The fact that the proprietary right to the land rested in the Ryot and not in the Inamdar was well known to the Inam Commissioner, who instructed the Deputy Commissioner, by whom the settlement was carried out, to explain to the parties concerned that the Inam settlement was not intended to disturb the existing rights of the Mirasidars, and that the Revenue authorities could continue to collect the quit-rent from the Mirasidars; but that in case of their default notice would be given to the Inamdar before his Inam right in the land would be sold.

5. Unfortunately, however, the form of Title Deeds issued to Inamdars of this class was not prepared so as to save these rights of the proprietors of the lands. The usual form contains no reservation whatever, and, as the Civil Judge of Tinnevelly points out, is couched in terms which convey to the Inamdar an absolute right to the land as well as the assignment of its revenue. It is to be regretted that a proviso, similar to that attached to the form of Title Deeds adopted in the case of lands sold under G. O., dated 5th August 1859, No. 1,053, Revenue Department, was not adopted in the case of Inams, for, except when unoccupied lands were granted, all Inams were, in fact, merely assignments of the revenue, and not grants of the proprietary right in the soil. As matters stand, the case is very embarrassing, and by the act of Government the Ryot, though undoubtedly owner of the land, (subject to payment of the fixed assessment and no more), is subjected to the risk of having his rights set aside, and the onus of proving those rights will fall on him. Mr. Pucklo states that the Courts have, in several instances, rejected claims to the land founded on the wording only of these Deeds; but the Board are not aware of any such decisions, and the Ryot has no security that other Judges may not view the case differently. Such Inams, moreover, occur in other districts, and in the Madras District especially there are a considerable number of this character.

6. The Inamdar on the other hand is also in an anomalous position; his quit-rent includes the assessment payable to Government, and so long as the Ryot holds a Puttah from Government, he has no means of realizing either his Inam assignment or the Government share of the assessment, which he has to pay, for the Ryot is not his tenant.

7. The Collector's suggestion to convert the Inams into money payments and issue Puttahs to the Ryots for the full assessment which they should thereafter pay wholly to Government, would remove all difficulties; but the Government have no power to recall the Inam Title Deeds, and as these Inams are by no means confined to Tinnevelly, the measure, supposing the Inamdars to consent to it, would greatly affect the Inam settlement.

8. A declaratory enactment, akin to Regulation IV of 1822, would also remove difficulties, but it would probably also excite undesirable doubts of the finality of the Inam settlement, which, moreover, was of the nature of a private agreement between Government and the Inamdars, unsanctioned by any law. It would perhaps be difficult now to enact a law to save Government from the consequences of its own act in conveying, or rather seeming to convey, to the Inamdar, interests which he did not himself possess, and which belonged to others.

9. A mere Notification of the intentions of Government would be ineffectual to rule the Courts. The intentions of Government and of the Inam Commissioner

are doubtless well enough known to the Inamdars generally, but the latter of course maintain the colorable claim their Deeds give them, and may possibly assert a claim to compensation from Government for restricting the interests their Deeds affect to convey.

10. Another course would be to recognise the Inamdar as the holder of the land direct from Government, registering the Mirasi occupant in the Land Registers as entitled to perpetual occupancy on his present assessment payable to the Inamdar with the full right of transferring that right by sale, gift, or otherwise, to whomsoever and whenever he pleases, subject always to payment of that assessment to the Inamdar, his heirs or assigns. In the event of the Ryot's rights being disputed, the Government would be bound in equity to support the Ryot and hold him harmless.

11. As the question involves legal points, the Board would suggest that the Government should, in the first instance, take the advice of the Advocate General.

No. 240. ORDER THEREON, 13th September 1867, No. 2,160.

Miscellaneous.

1. The Government observe that although the letter of the *offer* of enfranchisement from liability to lapse to the State, made in paragraph 3 of the approved form of Inam Title Deed, is calculated to mislead in many cases, in stating that "*the land*" will be the Inamdar's "absolute property to hold or dispose of" as he may think proper, still this error of expression is not repeated in the actual Sunnud of enfranchisement which is printed at page 2 of the Title Deed, and which, in fact, constitutes the real title to hold the Inam free of all liability to Government interference, except for the realisation of the quit-rent, or in the further Sunnud acknowledging the redemption of the quit-rent printed at page 3 of the Deed, in both which last documents the phrase used is "your *Inam* is hereby confirmed to you in perpetuity," leaving it open to inquiry by competent tribunals whether the Inam included the proprietary right in the soil, or consisted merely of the right to receive the Government dues.

2. Under these circumstances, the Government trust that although the error of expression in the *offer* of enfranchisement is to be regretted, it may not be found to produce any practical ill effects upon the proprietary rights of Ryots the State Revenue from whose lands may have been assigned as Inam to third parties, and the grants confirmed by the Commissioner's Sunnud.

3. At the same time it is clearly desirable that the risk of error in the construction of these Deeds by the Courts should be limited as much as possible, and the Government therefore desire that the Board will communicate with the Inam Commissioner in view to stopping the issue of all undelivered Title Deeds and, where practicable, calling them in order to their amendment.

4. It appears to Government that the simple substitution of the word "Inam" for "land," in paragraph 3 of the form, will suffice to effect all that is desired.

5. The Civil Judge of Tinnevelly, who first brought this important point to the notice of Government, will be requested to favor Government with copy of his Judgment, recorded in the Suit in which the point was raised, and to inform them whether any appeal to the High Court has been lodged against it, or against any

decision of his refusing to allow this expression in the Sunnud to over-ride the Ryot's proprietary rights.

6. The Board of Revenue will at the same time ascertain from all Collectors whether there is any reason to think that unfounded pretensions have been at all generally put forth, by grantees of the Government dues only from land, to the possession or disposal of the land itself on the strength of this unfortunate error of expression in paragraph 3 of the form of Title Deed. On receipt of this further information the Government will be in a better condition to judge of the expediency of enacting any declaratory law on the subject.

7. As regards the question of Puttahs for lands of which the State Revenue only has been assigned as Inam, the Government observe that in such cases the Inamdar has clearly no right whatever to receive a *Puttah* which has been defined by the highest Court in the realm as "not a muniment of title, but an evidence of holding," and which has reference solely to the *occupation of land* as recognised by the State. A Puttah is not an annually renewable document or transferable at the pleasure of the State, but is a permanent "Evidence of holding," constituting a valuable property appertaining to the Ryot and transferable at *his* pleasure for valuable consideration received or otherwise. It is only in case of his becoming a Revenue defaulter that the Government is in any way competent to transfer the Puttah without his consent, and then only by public sale of his right in his land, when this "Evidence of holding" is necessarily transferred with the property in the land.

8. It is thus evident that the Collector would not only not be warranted in transferring the Puttah to the Inamdar from the Ryots who have hitherto held it, but that he would violate most important rights and render himself liable to legal penalties by doing so; but the question remains whether the continuance of the peculiar system in force in Tinnevelly, and the further issue of Puttahs at all in such cases is necessary. The question arises in the case of "Jodighy Inams," or Inams consisting of a *partial* assignment of the State Revenue, so that the lands are still charged with a certain payment; and the number of such cases must be greatly increased by the assessment of the new quit-rent in consideration of enfranchisement from liability to lapse.

9. The Government believe that in most instances of 'Jodighy Inams' the *whole* State Revenue is paid by the Ryots to the Inamdars, and the 'Jodi' or reserved assessment is paid to Government by the Inamdar, who receives from the Collector some kind of acknowledgment of its payment, but *not a Puttah.*

10. In Tinnevelly the practice has been for the Ryot to pay to the Inamdar his share of the State assessment, and the balance (which constitutes the Jodi) to the Collector, who on his part grants to the Ryot a *Puttah*, which he alone is entitled to receive.

11. It appears to Government that this system is calculated to guard the rights of the Ryots, and that there is no objection to its continuance, but rather the contrary.

12. There seems nothing in its maintenance that will militate against the interchange of written engagements between the Inamdar and the Ryot proprietor

under Act VIII of 1865 (Madras), and the Government feel confident that no Collector need find any difficulty in working both systems in conjunction without allowing them to clash.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Board of Revenue.
„ the Civil Judge of Tinnevelly.
„ the Inam Commissioner.

Rid. T. O'Connor.

case of lands sold under G. O., dated 5th August 1859, No. 1,053, Revenue Department, was not adopted in the case of Inams, for, except when unoccupied lands were granted, all Inams were, in fact, merely assignments of the revenue, and not grants of the proprietary right in the soil. As matters stand, the case is very embarrassing, and by the act of Government the ryot, though undoubtedly owner of the land, (subject to payment of the fixed assessment and no more,) is subjected to the risk of having his rights set aside, and the onus of proving those rights will fall on him. Mr. Fuckle states that the Courts have, in several instances, rejected claims to the land founded on the wording only of these deeds; but the Board are not aware of any such decisions, and the ryot has no security that other Judges may not view the case differently. Such Inams, moreover, occur in other districts, and in the Madras district especially there are a considerable number of this character.

6. The Inamdar on the other hand is also in an anomalous position; his quitrent includes the assessment payable to Government, and so long as the ryot holds a putta from Government, he has no means of realizing either his Inam assignment or the Government share of the assessment which he has to pay, for the ryot is not his tenant.

7. The Collector's suggestion to convert the Inams into money payments and issue putta to the ryots for the full assessment which they should thereafter pay wholly to Government, would remove all difficulties; but the Government have no power to recall the Inam Title-deeds, and as those Inams are by no means confined to Tinnevelly, the measure, supposing the Inamdars to consent to it, would greatly affect the Inam settlement.

8. A declaratory enactment, akin to Regulation IV. of 1822, would also remove difficulties, but it would probably also excite undesirable doubts of the finality of the Inam settlement, which, moreover, was of the nature of a private agreement between Government and the Inamdars, unsanctioned by any law. It would perhaps be difficult now to enact a law to save Government from the consequences of its own act in conveying, or rather seeming to convey, to the Inamdar, interests which he did not himself possess, and which belonged to others.

9. A mere Notification of the intentions of Government would be ineffectual to rule the Courts. The intentions of Government and of the Inam Commissioner are doubtless well enough known to the Inamdars generally, but the latter of course maintain the colorable claim their deeds give them, and may possibly assert a claim to compensation from Government for restricting the interests their deeds affect to convey.

10. Another course would be to recognise the Inamdar as the holder of the land direct from Government, registering the Mirasi occupant in the Land Registers as entitled to perpetual occupancy on his present assessment payable to the Inamdar with the full right of transferring that right by sale, gift, or otherwise, to whomsoever and whenever he pleases, subject always to payment of that assessment to the Inamdar, his heirs or assigns. In the event of the ryot's rights being disputed, the Government would be bound in equity to support the ryot and hold him harmless.

11. As the question involves legal points, the Board would suggest that the Government should, in the first instance, take the advice of the Advocate General.

(True Copies and Extract.)

Secretary.

To the Secretary to Government, Revenue Department,
with copy of Board's Proceedings, dated 15th November 1866, No. 8,265,
a petition and two enclosures in Government Order,
dated 6th June 1867, No. 1,283, Revenue Department.

Copy to the Collector of Tinnevelly, with four spare copies of Government Order, dated 6th June 1867, No. 1,283, Revenue Department.

„ to the Inam Commissioner, with one spare copy of do. do.

Exd. T. Cartledge.

after the issue of the Title-deeds by this Department in the name of the Inamdars, it will not be necessary to collect the quit-rent directly from him, in which case he reports that the Mirasidars apprehend that their right to the permanent occupancy of the land will be affected, while some of the pauper Inamdars are afraid that they will experience great difficulty in collecting the quit-rent from the Mirasidars. The Deputy Collector is requested to explain to the parties concerned that our settlement is not intended to disturb any of their existing rights. The Revenue authorities can continue to collect the quit-rent from the Mirasi holders of the land; but in cases of default, a notice will be issued to the Inamdar before the Inam right in the land is sold. The Commissioner believes that in some other districts also the Jody on Inams is collected from the cultivators of the land, and this being merely a revenue arrangement does not in any way affect Inam rights.

(Signed) W. T. BLAIR,
Acting Inam Commissioner.

(True Extract.)

(Signed) W. T. BLAIR,
Acting Inam Commissioner.

To the Collector of Tinnevelly, for information.

(True Copy.)

(Signed) R. K. PUCKLE,
Collector.

Proceedings of the Madras Government, dated 6th June 1867, No. 1,283, Revenue Department:—

ABSTRACT.—Referring to the Board a letter from the Civil Judge of Tinnevelly, regarding certain discrepancies in Inam puttas, &c.

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1. In August last the Board received a petition from certain Inamdars of the Tinnevelly district, complaining of the issue of puttas by the Collector to the ryots in occupation of their Inams. This petition was forwarded to the Collector, who reported that the Inams were merely assignments of the Government revenue; the Title-deeds issued by the Inam Commissioner conferred no right to the land itself, and that such claims founded on these Title-deeds had already been rejected by the Courts in several instances.

2. The Board called on the Collector for fuller particulars, and also requested the Inam Commissioner to state his views on the subject.

3. From the replies of these Officers it appears that the Inams in question are really assignments of only a portion of the Government revenue, and that the ryots subject to the regular payment of the revenue are undoubtedly proprietors of the land, and that puttas have always been issued to the latter, who paid the Inam assignment to the Inamdar, and the difference between that and the full assessment to the Government.

4. The fact that the proprietary right to the land rested in the ryot and not in the Inamdar was well known to the Inam Commissioner, who instructed the Deputy Commissioner, by whom the settlement was carried out, to explain to the parties concerned that the Inam settlement was not intended to disturb the existing rights of the Mirasidars, and that the Revenue authorities could continue to collect the quitrent from the Mirasidars; but that in case of their default notice would be given to the Inamdar before his Inam right in the land would be sold.

5. Unfortunately, however, the form of Title-deeds issued to Inamdars of this class was not prepared so as to save these rights of the proprietors of the lands. The usual form contains no reservation whatever, and, as the Civil Judge of Tinnevelly points out, is couched in terms which convey to the Inamdar an absolute right to the land as well as the assignment of its revenue. It is to be regretted that a proviso, similar to that attached to the form of Title-deeds adopted in the

Revenue 1867. Department.
Bd of Contyondejs.

No. 1845.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 8th July 18..
Read 18..
Filed Bills and Accounts Rec'd

No. 2160. 13 Sept.

Submitting with remarks on complaints contained in Petition from certain Inamdars respecting issue of puttahs by Collector of Tinnevelly to ryots in occupation of their Inams in district

No. 209

Revenue Department

Proceedings of the Madras Government

Read the following Proceedings of the Board of Revenue submitting with remarks letter from the Collector of Tinnevelly reporting on Petition No. 6300 of 1861 in which the petitioners claims to be put in possession of lands comprising his Inam as well as of the Government share of the produce

Here enter 26th May 1862. No. 3,396.

Order thereon 27th June 1862, No. 1410.

The Inam in question, consisting of 150 Cawnies of wet land, was assigned in 1807 to the Petitioner's father, a Subadar who rendered eminent services during the Polygar wars in 1801 and portion and in 1802 the remainder of the lands were resumed,

Extract Minutes of Consultation 18 Sept 1833 and 18 Sept 1834 Extract Minutes of Consultation 18 Sept 1834 Reconsideration of the

the circumstances of the grant with the usual clause in their favour, given on the assumption and understanding, that it was in the enjoyment of the heirs of the grantee, the Government never stood in need of their resolution to that effect, the necessary presumption in the Constitution of Resumption, according to Russell. 2d Objection also stated as to Crimes.

3. As to any Complaint that the instructions of Government have not been fully carried out. He alleges that the original grant conferred on his father the proprietary right to the lands, whereas the present Officers are now seeking to limit his interest with the Government assessment. At the time of the grant, he argues Government were the owners of the soil, and his title rested on his father's grant. Now between the same proprietary title as was possessed by Government. Thus the whole Question turned on the nature of the title of Government at the time of the original grant.

2. On the papers recorded it is clearly shown that previous to the Grant the Land was in the actual possession and enjoyment of the Royal Government, that no compensation was made to them on the assignment to the father of the Petitioner. This alone is Enough to show that all the interest possessed by Government, and therefore all that they could have assigned away, was the Government share of Assessment.

4. But it is also pointed out, that if the grant had really conferred a proprietary title, the Cattle for the lands on their presumption would have been considered to the Grantee or his heirs, his honour was not to the case. The Cattle were made out in the names of the Royal Government Every objection being offered on the part of the Grantee.

5. The Petitioner lays great stress

on

the on the fact that another Subadar, rewarded
the on the same occasion, received 10 Canniés
the more than his brother, and he argues from
this that his tenure must have been
of a superior character. But it is
more likely, as the Board observe,
that this difference was caused by a
difference in the nature of the services
rendered, and it is certain that if there
had been any such distinction as is alleged
in the Petitioners, it would have been
noticed at the time of the proceed-
ings on the Petitioners claim. It was
20th March 1807 } the intention
of the Government that 50 Can-
niés of Punjah land should be given
to one Subadar, and 40 Canniés of the
same description of land to the other.
6. Upon these grounds the Right Honble
in Council considers the present de-
mand of the Petitioners inadmissible,
and intimation to that effect will
be given. The accounts the same
Right Government had previous to the stage
postponed during the reconsideration,
and

and is only entitled to the Govern-
ment demand, whether pay-
able in kind or in money.

True Extract,
Signed C. P. Tuttelius
Acting Deputy Secretary to Govt

No. 4213
Forwarded to the Collector for communication
to the Petitioners.

By Order.
Revenue Board Office, Signed W. Hudleston
Madras. Secretary
30th June 1862

True Copy
Signed T. Venkatrow.
Dy Collector.

True Copy

Civil Judge

to the payment of the above mentioned
Quit Rent.

4. If you should desire
to Commute the Quit Rent for
the payment of a sum of money
once for all, Equal to 20 (twenty)
Years purchase of the Quit Rent,
you will be at liberty to do so.

Dated Coimbatore
1st August 1865 } Signed J.A.T. Blair
Asst. to Inam Commissioner

Rs. 963-7-6/80

Inam
Commissioner
Madras.

Governor
in Council
of Madras.

Whereas you have agreed to
Convert your tenure into a Freehold
on the terms offered you in clause
(3) three of this Deed; your Inam
is hereby confirmed to you as Freehold
in perpetuity, subject only to the pay-
ment of the annual Quit Rent therein
mentioned Viz. Rs (20 — —) One hundred
and twenty

Dated
Coimbatore
1st August 1865 } Signed J.A.T. Blair
Asst. to Inam Commissioner

Inam
Commission
Madras

True copies/

M Smith
Civil Judge

6
2nd 1866

Revenue Department

No. 2160.

Proceedings of the Provincial Court in Civil Cases the 13th August 1867.

Read again letter from the Civil Judge of Simsveiry dated 25th May 1867 enclosing copy of Petition of Plaint in Original Suit No: 1283, dated the 22nd June 1867.

Read also the following Report of the Commissioner of Revenue:-

In the matter of the Petition contained in Petition from certain Inamdars resident in the Simsveiry Taluka praying for the issue of further Patents in accordance with the decision of the Court in the matter of the Inamdars Petition.

(Memorandum dated 8th May 1867 No. 4274)

The Court observe that although the letter of Enfranchisement to the Inamdars of Simsveiry bears date the 8th May 1867, the Petitioners have not been put in possession of the lands granted to them, and that the Petitioners have failed to take the necessary steps to obtain the Patents which they have applied for.

The Court therefore direct that the Petitioners be informed that unless they take the necessary steps to obtain the Patents within three months from the date of this order, their Petition will be dismissed.

Rev: 1845/67.

Enclosure No. II

From 13th Sept. 67 to No. 2139

In re letter from the Civil Judge of Simsveiry dated 25th May 1867 No. 335.

From

F. S. Child Esqre

To

The Honorable A. F. Shuttleworth

Copy of Title Deed granted to Antonio Mullu Mayack.

In Govt Rev No 1073 of 1867

Pp 237 to 246

that "the land" will be
the Inamdar's "absolute
property to hold or dis-
-pose of" as he may think
proper. still this error of
expression is not repeated
in the actual sunnud
of enfranchisement which
is printed at page 2 of
the title deed - and which
in fact constitutes the
real title to hold the
Inam free of all liability
to Govt interference ex-
-cept for the realisation
of the quit rent - or in
the further sunnud ac-
-knowledging the re-
-demption of the quit
rent printed at page
3 of the deed - in both
which last documents
the phrase used is "your
Inam is hereby confirm-
-ed to you in perpetuity"
leaving it open to enquiry
by competent tribunals
whether

I am not clear as follows:- the Inam is held by the two deeds - in the 2nd one, reference is made to the offer made in a clause of the first. Therefore a title would be imperfect unless supported by the exhibition of both papers. [illegible]

I hardly think so - the [illegible] in page 2 or 3 is the [illegible] of an [illegible] redeemed Inam [illegible] [illegible] The reasoning [illegible] is sound.

whether the Inam in-
-cluded the proprietary
right in the soil or
consisted merely of the
right to receive the Govt
dues -

Under these cir-
-cumstances the Govt
trust that although the
error of expression in
the offer of enfranchise-
-ment is to be regretted
it may not be found
to produce any practi-
-cal ill effects upon
the proprietary rights
of Ryots the State revenue
from whose lands may
have been assigned as
Inam to third parties
and the grants confirmed
by the Commissioner's
Sunnud -

At the same time
it is clearly desirable
that the risk of error
in the construction of
these deeds by the Civil
Courts

Courts should be limited as much as possible and the Govt therefore desire that the Board will communicate with the Inam Commissioners in view to stopping the issue of all undelivered title deeds and recalling them in order to their amendment.

It appears to Govt that the simple substitution of the word "Inam" for "land" in para 3 of the form will suffice to effect all that is desired.

The Civil Judge of Tinnevelly who first brought this important point to the notice of Govt will be requested to favor Govt with copy of his judgement recorded in the suit in which the point was raised and to inform them whether any appeal to the High Court has been lodged against it or against any decision of his refusing to allow this expression in the Summons to overside the Ryotwari proprietary rights.

The Bd of Revenue will at the same time ascertain from all Collectors whether there is any reason to think that unfounded fortune-seekers have been at all generally put forth by grantees of the Govt dues only from landholders to the possession or disposal of the land itself on the strength of this unfortunate error of expression in para 3 of the form of title deed.

Or

As regards the Pueblos of Pueblos for the Lands of which the State Executive only has been recognized as Indian Occupation the Government observes that the Secretary has clearly no right to what he seeks to procure a Fee Title which has been declared by the highest Court of the Nation as not a Recognition of Title but an Evidence of holding Land which has reference only to the occupation of Lands as recognized by the State. A Pueblo is not an annually Renewable Occupation at the pleasure of the State but is a permanent "Evidence of holding" Constituting a valuable property

property appertaining to the Right and transferable at Law sufficient for valuable Consideration received &c. otherwise. It is only in case of his becoming a Person disabled that he can in any way contribute to transfer the Publick without his consent and knowledge by Public Sale of his right in the Land, where this evidence of holding" is necessarily transferred with the property in the Land.

It thus evident that the Collector would not only not be warranted in transferring the Publick to the Grantee from the Right who have hitherto held it but that

he

Grantee [illegible] purchase said Right to and Tender Taxes if liable to pay same by doing so - but the question pending whether the Commissioners of Sales empowered in Tennessee and the further power of Publick at all in such cases is necessary - the question arises in this case

Judicially Grants - or Grants consisting of portions assignments of the State Revenue - so that the Lands are still charged with a certain payment and the number of such cases must be greatly increased by the assignment of the new grant part in consideration of encroachment gradually

It appears to Govt that this system is calculated to guard the rights of the Ryots and that there is no objection to its continuance but rather the contrary.

There seems no thing in its maintenance that will militate against the interchange of written engagements between the Brandar and the Ryot prescribed under Act VIII of 1865 / Madras / and that Govt. feel confident that no Collector need be put to any difficulty in working both systems in conjunction in that allowing them to clash.

J.B.

11 Copies to Bd of Rev. Dec. No. 14
1 Cy. — Civil Judge of Tinnevelly
6 Copies — Offg. Asst. Comr.

D. McDonell

It has been the practice that on the institution of Jodie by Brandar the whole State Revenue is paid by the Ryots to the Brandars, and the Jodi is reserved after payment is paid to Government by the Brandar who has received from the Ryots the full amount of the Revenue but not as yet paid to Government.

In Tinnevelly the practice has been for the Ryot to pay to the Brandar his share of the State assessment and the balance for the benefit of the Jodi / to the Collector who on his part grants to the Ryot a pattah which however is only declared to receive

6-6-03

1-1-71

18

Revenue 1867 Dakshi
Proof Court for Septr

No 2160.

Proof the Madras Court
Dy 13th September 1867

From the Govt Consulting Counsel
Dy 20 Septr 67 C.P. 2558.
From the Secretary Board of Revenue
Dy 25 October 67 C.P. 2951

Passing orders re Calcutta
time amendment of
certain words of expression
Form of Title Deeds for
Zemindars.

No 238 & 240.

I have seen the remarks but
am unable to modify my
opinion WDK

Govt August 1868