M.R.O. 14—5,450—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2457 Press ~~Mrs.~~

360.24

Dated 18—10—1867.

Not to be folded or roughly handled

Read again Proceedings, dated 22nd December 1866, No. 3,486.

No. 360. Read also the following letter from the Officiating Inam Commissioner, to the Secretary to Government, Revenue Department, Fort St. George, dated Madras, 14th June 1867, No. 30:—

1. Agreeably to the Order of Government, dated 22nd December 1866, No. 3,486, I have the honor to submit a statement shewing the number of enfranchised Inam villages held on joint tenure in each district, and the quit-rent payable on, and the number of sharers in, those villages.

2. In some cases only one Title Deed was granted for a number of villages, as the former quit-rent on those villages was paid in a lump. This will account for the number of Title Deeds being smaller in some districts than the number of villages.

No. of villages held by sharers more than					
	1 but less than	5	...	...	1,410
Do.	5	,, 10	...	...	915
Do.	10	,, 20	...	...	796
Do.	20	,, 30	...	...	414
Do.	30	,, 40	...	...	260
Do.	40	,, 50	...	...	128
Do.	50	,, 60	...	...	107
Do.	60	,, 70	...	...	60
Do.	70	,, 80	...	...	38
Do.	80	,, 90	...	...	39
Do.	90	,, 100	...	...	16
Do.	100	,, 200	...	...	30
Do.	200	,, 300	...	...	4
			Total ...		4,208

3. From the marginal statement it will be seen that out of the 4,208 villages held on joint tenure, nearly two-thirds of the number are held by more than five sharers.

4. I have also to observe that besides the Inam villages held on joint tenure, there are thousands of detached Inams of considerable size, which are also held by more than two sharers, and which have been confirmed in this Settlement under a single Title Deed.

Statement shewing the number of enfranchised Inam Villages held on joint tenure in each District, and the quit-rent payable on, and the number of sharers in, those villages

No.	Name of District.	Villages held on joint tenure. No. of Villages.	No. of Sharers.	No. of Title Deeds.	Quit-Rent chargeable on the Village. Rs.	A.	P.
1	Ganjam	462	10,421	462	38,075	2	0
2	Vizagapatam	568	8,375	568	40,067	0	0
3	Godavery	99	1,350	99	25,586	4	0
4	Kistna	193	1,602	193	24,566	4	0
5	Nellore	254	3,882	252	70,780	0	0
6	Kurnool	60	437	60	8,319	8	0
7	Cuddapah	193	2,219	193	32,987	0	0
8	Bellary	96	467	96	13,815	0	0
9	Madras	134	876	127	32,011	8	0
10	North Arcot	197	2,202	196	18,463	4	0
11	South Arcot	36	592	33	11,610	14	5
12	Salem	191	3,987	191	29,522	0	0
13	Tanjore	657	10,837	544	67,496	4	0
14	Trichinopoly	40	506	40	5,414	8	0
15	Madura	946	15,981	904	42,716	14	0
16	Coimbatore	52	1,918	52	2,487	12	0
17	Tinnevelly	30	147	24	5,141	8	0
		4,208	65,799	4,034	4,69,090	10	5

MADRAS,
14*th June* 1867.

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

No. 361. ORDER THEREON, 18th October 1867, No. 2,451.

Land Revenue.

1. The Government fully recognize the superior advantages of individual proprietary right over joint tenure, but in the case of the favorable tenures now under consideration, joint liability formed a condition, precedent of the grant, and the beneficiaries have no right to complain of the incidence of one of the conditions, in consideration of which the Government of the day thought fit to give some of its rights in their favor.

2. Assuming, however, that with due regard to the security of the public revenues, the further concession of *several* for *joint* liability might advantageously be made, the difficulty arises that in many cases, consequent on the system under which actual occupation and enjoyment of the lands in these Inams shifts from one year to another, the individual shares of the liability cannot be apportioned on the land, while in other cases, where a recognized sub-division of the actual land exists as a private arrangement among the shareholders, it is by no means a necessary consequence that the sub-division of land and liability are equally apportioned, or in other words, that the actual share of the land enjoyed by an individual shareholder constitutes an adequate security for the portion of the Government demand for which such individual is liable according to the mutual agreement. At the same time any attempt at a more exact re-apportionment of the liability, with reference to the relative actual value of the several recognized shares in the land, would certainly meet with opposition from all those shareholders who may at present occupy apparently an unduly favorable position acquired in former times probably by superior influence, but not impossibly for a valuable consideration, rendering the arrangement perfectly equitable as between the shareholders, although it may not be such as can be accepted by Government.

3. Under these circumstances, the Government do not see their way to the adoption of any measure which, while recognizing the individual rights of the several shareholders, and their freedom from the ultimate joint liability of all for the default of any, shall at the same time duly secure the stability of the public revenue.

4. But, as a means to relieve the majority as far as possible from possible annoyance by the few, they have resolved to sanction the following arrangements.

5. In every case in which the whole of the shareholders in an enfranchised joint tenure Inam village may agree among themselves to a settled apportionment of the benefits derivable from the grant and of the quit-rent payable to Government, and shall produce before the Collector an agreement, purporting to be signed by all the shareholders, and duly stamped and registered, containing a full statement of the details of the sub-division so far as it may have been carried, that is, whether as to actual land, or only as to produce or rent receivable from occupying tenants, and declaring the unconditional acceptance by each and all of the shareholders of the terms so recorded, and shall apply in writing for recognition of the arrangement by Government as binding upon them, the shareholders, then the Collector shall cause to be notified by proclamation and placard in the village itself, and by placard in the Talook and Huzoor Cutcherries, that such an application, purporting to be

unanimous, has been received, and that unless within a reasonable time named, objections shall be raised and recorded before him, he will on a date named proceed to dispose of the application.

6. Should objections be raised, the Collector will enquire into and dispose of them on their merit.

7. Should no objection be raised, or established, then the Collector shall record the application and the agreement, and shall pass an order to the Talook authorities, detailing and accepting the agreed sub-division of the Inam assets, and of the liability for quit-rent (so far as this latter may not go below the minimum fixed) to the extent of holding each recorded individual share of the Inam *first* liable to sale in satisfaction of individual default in payment of quit-rent, should the sale of the defaulter's other property have proved insufficient to satisfy the demand against him, but without thereby freeing the rest of the shareholders from *ultimate* joint liability to make good any deficiency in the amount necessary to satisfy the Government claim, should such be found to exist.

8. The minimum share of quit-rent which will be recognized will be two Annas, in accordance with Clause 2, Section 8 of the Inam Rules of August 1859, and it will be expressly stated in the order to the Talook authorities, that the arrangement is liable to be cancelled should it be subsequently proved that all the shareholders in the Inam were not consenting parties to the agreement.

9. The Board will direct Collectors to note annually in their Settlement Reports the extent to which advantage may be taken of the above permission, notification of which will be made in the District Gazettes for the information of all interested.

10. The Board will be at liberty, after the experiment has been sufficiently tried in regard to Inams of not less extent than a single village, as above limited, to propose its extension to smaller Inams on similar tenure, should they be satisfied with the result of the first trial.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Board of Revenue.
,, the Inam Commissioner.
,, the Director of Revenue Settlement.

Exd. S. T. Augustin.

Revenue Department

For Orders

Memo: on Subdivision of Joint tenures.

Mr. Taylor's draft bill provided that when a regular subdivision of an Inam held in shares had not been carried out it should be the duty of the Collector at the request of the parties concerned - to register the separate and denoted rights enjoyed by them, with the share of quit rent payable by each according to their own private arrangement - but without relieving them from their joint liability for the whole: that the Collector should be guided by the registered allotment in collecting the

Does Mr. Taylor by the word "regular" mean a division made by the agency of the Inam dept. or what?
HDM

the joint rent - and in) case of individual default to should sell the individual share - before proceeding to inforce the joint liability - In case of Sub division and default - the original shares to which included the Sub-division to be first held answerable.

Mr. T. suggested that an order in Council might suffice to establish the system (See Memo on draft Bill)

Mr. Blair reported that on enquiry he believed that the above plan for selling the shares of a defaulter without altering the existing ~~terms~~ terms of joint responsibility would meet the wishes of the parties concerned. -

The Board approved the proposal - but deemed a Legislative Enactment necessary in sketching

its provisions - proposed that the Collector should be required to register the voluntary and private subdivision on the application of any one share-holder. -

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? How would it do to rule that when all the share-holders should agree to and record and register an acknowledgment of the allotment among themselves of their joint rights and liabilities (within a stated minimum of subdivision) then on the application of any one share-holder the Coll^{r} should be bound to register in his books and recognise such allotment - to the extent of proceeding first against the individual defaulter or defaulters and

Mr

his or their recorded share or shares in the case of default in payment of quit rent without thereby relinquishing the right to hold ultimately the whole of the shareholders jointly responsible. —

? Is sufficient ground shown for making a change.

Mr. Blair reports that there are 4208 entire villages held on joint tenure by 65,799 shares and charged with a quit rent of Rs. 4,69,090 - for which 1034 Joint Title deeds have been issued - some including more than one entire village and that nearly two thirds of the number are held

I have carefully read Mr. Taylor's memo & the draft act and I really cannot see that a case made out - we called for the proposed change. Mr. Maconochie follows Mr. Taylor in the assumption that in order to prevent annoyance to shareholders about their shares, & recalcitrant shareholders from paying up their quit rents, the whole of the shareholders are jointly responsible for the quit rent. I do not think that this is the intention of the Act. I think that the intention is that the whole of the village is responsible for the quit rent, but that each shareholder is responsible for his own share only. I think that the Act should be amended in this respect. I also think that the Act should be amended in such a way as to prevent the sale of a village for the default of a single shareholder, but only for the default of the whole of the shareholders. I think that the Act should be amended in such a way as to prevent the sale of a village for the default of a single shareholder, but only for the default of the whole of the shareholders.

I am wavering a good deal in my views on this subject, for I feel the practical difficulty of the landholder in realising his rent from a single shareholder, when there are many thousands of shareholders, & the village is held by more than five shareholders. He also mentions that there are many thousands of detached shares of considerable size which are also held by more than two shareholders and which have been confirmed under a single title deed" - but these I take it are not shares originally granted on joint tenures to a body of shareholders but those in which joint rights have grown up under the Hindoo laws of inheritance. There have been several petitions from joint shareholders praying for subdivision and issue of separate title deeds - but this goes beyond the present question.

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in a Shoteean or similar tenure can be held answerable for the default of another shareholder, and if the judgment of the High Court in denial of such extended liability be affirmed the matter will be practically settled. It may be well to await the decision of the Privy Council

[initials]

Note by Rev. Sec.

In replying against the [illegible] liability of the [illegible] (Shaibarapatty) case, [illegible] that the point of joint liability [illegible] not [illegible] under decision [illegible]
[illegible] that [illegible] liability was established [illegible] decision. [illegible] the [illegible] of the [illegible] tenure & the right to [illegible] the full assessment on failure [illegible] the favourable Quit Rent - was that the law did not provide any such penalty for default - that no such plea had been urged on behalf of the Defendant (Govt.) that the Sunnuds contained no such condition - and that the means provided by law for the realisation of the Govt. dues are [illegible] laid down viz: attachment & sale of such other property - It is argued on behalf of Govt. in opposition to this view that an individual or body of individuals can [illegible] a right to hold land on specially favourable terms [illegible] [illegible] is an act of [illegible] on the part of Govt. [illegible] [illegible] conditions [illegible]

Under these circumstances I am disposed to adopt the suggestion of the Revenue Secretary - viz that when all the shares in an Inam village have [illegible] among the Inamdars [illegible] shares of the Inam and [illegible], the Collector on the application of the Watan [illegible] should [illegible] settlement and attachment [illegible] proceeding first against any defaulter [illegible] for the amount due on his share, without relinquishing the ultimate joint responsibility of the entire body of shareholders.

As this joint [illegible] responsibility is to be maintained it will not be of so much consequence whether the assessment of the [illegible] on the several shares be precisely accurate or not -

The assessment must have to be [illegible] conditions -

All the shares [illegible] in it.

On receipt of [illegible] scheme of subdivision the Collector must [illegible] notice and [illegible] a certain [illegible] ascertain that all the shares have [illegible] it -

[illegible] - The assessment must be liable [illegible] considered should it [illegible] appear that all the shareholders have not been consenting parties -

There must be a minimum of subdivision -

[illegible]

The assessment [illegible]

should be confirmed & the accused tried for
or non-bailable offence -

I do not see that a legislative enactment
would be required for the assumption - A
Hindu Chief dies in possession of property
land, but no male issue, however remote
whom by birth succeeds or defaults. -

Should the Judge in any such case
be of opinion that a complete partition of such
property will be evidence of joint responsi-
bility all together - not provided
I would not pay out the connection
can be obtained - but which can be
seen by Judge & he should
proceed, will be satisfied -

EP

Although I would prefer
a summary settlement of
the question by legislative
enactment with the view
of making these joint
tenures altogether as my
colleagues meet a
different opinion I adhere
& the views expressed by
Sir V. Pycroft above
as a check - the direction

should be
the right one. M

Revenue Department

Pr. 2457.

Proceedings of the Madras Government
under date the 18th Oct. 1867.

Read again Bo. Pro.
22d Decr 1866, No. 3,486- for-
Read also the etc.
showing letter from the Govt, the
Indian Commissioner- ty from
re-sho
ny

(Here Enter: Pro.
June 1867, No. 30)

Agreeably to the order
of Govt dated 22d Decr 1866,
No. 3486, submits a statement
showing the number of su-
franchised Indian Villages
held on joint tenure in the
Govt and the Quit-rent paya-
ble on, and the number of
shares in, those Villages-

The Govt fully
recognise the superior
advantages of individual
proprietary right over joint
tenure - but in the case of
the favorable tenures now
under consideration, joint
liability formed a condi-
tion - precedent of the grant
and the beneficiaries have
no right to complain of the
incidence of one of the con-
ditions in consideration

which the Govt of the day thought fit to waive some of its rights in this favor.

Assuming however that with due regard to the security of the public revenues the further concession, viz. for joint liability might advantageously be made - the difficulty arises that in many cases consequent on the tenure under which occupation and assessment of the lands in these Inams shifts from one year to another, the individual shares of the liability cannot be apportioned on the lands - while in other cases where a recognised subdivision of the actual lands exists as a private arrangement among the shareholders, it is by no means a necessary consequence that the subdivision of lands & liability are equally apportioned - or in other words that the actual share of the lands enjoyed by an individual shareholder constitute

6

constitutes an adequate security for the portion of the Govt demand for which such individual is liable according to the mutual agreement - but the same time any attempt at an exact reapportionment of the liability with reference to the relative actual value of the several acquired shares in the lands would certainly meet with opposition from all those shareholders who may at present occupy apparently an undisputed position acquired in former times probably by superior influence - but not impossibly for valuable consideration rendering the arrangement perfectly equitable as between the shareholders although it may not be such as can be accepted by Government.

Under these circumstances the Govt do not see their way to the adoption of any measure which

which, while recogni-
sing the individual rights
of the several shareholders
and their freedom from
the ultimate joint liabi-
=lity of all for the default
of any, shall at the same
time duly secure the stabi-
=lity of the public revenue.

Perhaps a means to ob-
=viate the majority as far
as possible from possi-
=ble annoyance by the
few, they have resolved
to sanction the follow-
=ing arrangements -

In every case
in which the whole
of the shareholders in
an Enfranchised joint
tenure Estate village
may agree among them-
selves to a settled
apportionment of the
benefits derivable from
the grant and of the quit-
-rent payable to Govt -
-ernt shall produce before the

The Collector an
agreement purporting to be
signed by all the shareholders
and duly stamped and re-
gistered — containing a full
statement of the details of
the subdivision so far as
it may have been carried;
that is whether as to actual
land - or only as to produce
or rent receivable from occupy
-ing tenants, and declaring
the unanimous acceptance
by each and all of the share-
holders of the terms so recorded,
in writing
and shall apply for recogni-
=tion of the arrangement by
Government as binding upon
them - the shareholders - Then
the Collector shall cause to be
notified by proclamation and
placard in the village itself
and by placard in the Taluk
and Head Cutcherries that
such an application pur-
porting to be unanimous
has been received and that

unless

unless within a reasonable time named - objections shall be raised and recorded before then, he will on a date named proceed to dispose of the application.

Should objections be raised the Collector will enquire into and dispose of them on their merits.

Should no objection be raised - or established then the Collector shall record the application and the agreement and shall pass an order to the Salish authorities detailing and accepting the agreed Subdivision of the Inam assets and of the liability for quit-rent (so far as this latter may not go below the minimum ~~fixed~~ fixed) to the extent of holding each recorded individual share of the Inam first liable to sale in satisfaction of individual default in payment of quit rent.

Rent.

rent should the sale of the defaulters other property have proved insufficient to satisfy the demand against him but not otherwise thereby freeing the rest of the shareholders from ultimate joint liability to make good any deficiency in the amount necessary to satisfy the Government claim should such be found to exist.

(5) The incumbrances share of quit rent will be recognised to all the Inamdars in accordance with the Clause 3 Sec VIII of the Inam Rules of August 1864 and will be expressly stated in the order to the Salish authorities that the arrangements liable to be cancelled should it be subsequently proved that all the shareholders in the

Rent

Inam were not consenting parties to the agreement.

The Board will direct Collectors to note annually in their Settlement respecting the extent to which advantage may be taken of the above permission which notification will be made in the District Gazettes for the information of all interested

The Board will also at liberty after the experiment has been sufficiently tried in regard to Inams of not less extent than a single village as above limited to propose to Government to abolish or similar tenure should they be satisfied with the result of the first trial.—

[signature]

4 Copies to Govt Rev Dept
6 " Inam Commr
2 " Govt Settlement

27-6-12
5-5-12

Revenue 1867 Dofs
Pro of Govt for Ectn

No 2457.

Pro of the Madras Govt
dy 18th October 1867

Trans Bof Rumy 25th May 1784
Ct 1783.

3-9-09

No 360.361.