Revenue (1898) Department.

MISCELLANEOUS SERIES.

G.O., No. 1778

DATED 25 April

[Despatch Abstract.]

Requesting the Resident in Travancore & Cochin to forward with the opinion which he has formed after perusal of the records connected with the case of a British Electrical Contractor who was prosecuted for the transport of liquor without a proper license.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Revenue (1898) Department.

CURRENT No. 1483.

Order

From The Secretary to the Commissioner of Salt, Abkari and Separate Revenue, Madras.

Mis. No. 994.

Dated 16th February 1898.

Received 19 "

Registered 21 "

Enclosures 9

Spare copies

SUBJECT.

Submitting to Government letter from the Collector of Malabar reporting on the seizure of arrack belonging to the British abkari renter of the outlying parts of Cochin by the Cochin Circar authorities and requesting to obtain compensation for the renter's loss from the Cochin Circar.

1A/21.2.98

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

7

To

The Deputy Collector,
Cochin.

Petition of Mathuvanchéri paramban Thariyatta Kunhakkan, renter of outlying pattom of British Cochin.

The abkári renter of the Cochin Sirkar states that when arrack is brought through the river from Travancore for the use of my depôts in Skendrie Silva and Mundan-veli pattoms under cover of written permission granted by the Travancore renter and of the pass granted from this Office, he will seize it as contraband from the river, which is within the limits of the Cochin Sirkar territory.

But I beg to state that arrack cannot be brought to the above pattoms except through the river, which is within the limits of the Cochin Sirkar territory, and if the liquor thus brought is seized, I cannot conduct my business and I will have to pay the kist etc out of my pocket.

I beg therefore that your honour will be pleased to write to the Southern Division Cutcherry in that State and get the necessary permission for the arrack being transported without molestation.

Dated 25th October 1898.

(True translation)

Mk 10-2-28 Mk 10/2/28

for Collector of Malabar. 11-2-28.

In the Second class Magistrate's Court of Cochin

Present

Magistrate :- Venkateswara Iyer

Calendar Case No. 69 of 1072.

Cochin Sirkar ——— Complainant.

Kariatti Kunjakku residing in Mazhuvancherri Paramba in Ayyampalli muri in Pallipuram Pravarte, Abkari Contractor of outlying pattoms of British Cochin Taluk. } Accused.

1. Wazhapallil Mathu Pylo, Abkari farm Inspector of Cochin Taluk in Cochin State. 2. Kudassan Muri Kesava Menon of Chorayi muri. 3. Ezhuvan Kappu residing in Kurra Paramba. 4. Ezhavan Kunjappan residing in Puthi paramba } Witnesses for Complainant

1. Karattan residing in Mazhuvancheri Paramba in Ayyampilli muri. 2. Puttan. Jurayil Ittan of Konatt. 3. Ezhavan Kannan residing in Puttanveettil Paramba. 4. Changaradil Sahyuta Menon } Witnesses for Accused

The employees of the native Cochin
renter seized the boat and arrack belonging to
the accused when he was transporting 3 casks
of country arrack in a boat from a place
called Cheruvayyur to the south of Aryan-
-pilli in Pallipuram Proverte of Cochin Taluk
and the Abkari Superintendent Narayana
Pavikkar charged the accused before this
Court of having committed the offence of
carrying liquor illicitly (Smuggling) The
accused on the other hand alleged that the
liquor was purchased from Travancore
territory and was being transported to his
shop in Arumbam Vaipeettam on the authority
of permit No. 65385 dated 20th October 1896
granted by the Cochin Deputy Collector and
that the arrack which consisted of two casks
measuring in all 6 to 100 gallons was pur-
-chased from the Travancore Contractor
who had granted a permit dated 8th Thulam
1072 under sections 13 and 14 of Regulation I
of 1054 of the Travancore State and the accused
therefore prayed the Court to release his arrack
and boat. This Court having had a doubt
as to whether the arrack should be
handed

4

handed over to the accused or whether a
full inquiry should be held to investigate
the offence of smuggling with which the
accused is charged reported the matter to
the District Magistrate in letter No. 36 dated
9th Thulam submitting all the records
connected with the case. The District
Magistrate in his order No. 331/1067 dated 18th Thulam
directed this Court to hold a full inquiry
in the matter and then to give its de-
-cision. Hence this case was filed and
posted for Enquiry.

The depositions of the witnesses and
the accused mentioned in the margin have
been taken and the following exhibits have
been filed -

Complainants Exhibits

(1) Permit dated 8th Vrischikam 1069 granted
to Vellappuramattil of Kizhakkuttakka parom
of Odayamperur by the divisional office
of Kottayam (in Travancore territory)

Why not
then for?

Accused Exhibits

(1) Permit granted by the Deputy Collector
British Cochin dated 20th October 1896, No.
65385 to the renter of the outlying pattoms

who

who is the accused in this case.

& Permit no. 39 granted on 8th Thulam 1072 to the employee of the British Ceylon Tea Planters from the Abkari Contract office of Ramanathan Pattiyah for having sold 100 gallons of arrack.

Judgment

This case was taken up under clause (d) of section 163 of criminal procedure on the report of the Superintendent employed by the Abkari Contractor of Coolie Talak regarding the liquor and articles produced by him.

The case for the prosecution is that these three casks of arrack were seized while they were being illicitly transported from the house of K. Kochunni residing in Cheruvayaffew.

The defense is that the liquor in question was lawfully purchased by the accused from the Abkari Contractor of Kotuvalikkadu in Tranquebar under Exhibit 2(2) and was being transported to his ship in the outlying Pattane of British Ceylon of which he was the renter (as per exhibit no I).

The

The point for consideration in this case is whether the liquor brought before this Court was transported from Cheruvayaffe or was taken from Kotupalikkadu.

Four witnesses have been examined to prove that the liquor was transported from Cheruvayaffew - of this the 3rd and 4th witnesses are persons who saw the liquor being purchased (from K. Kochunni residing in Cheruvayaffew) and taken to the boat. The 4th witness is one who took part in getting into the boat a portion of the liquor.

The first and second witnesses are the persons who seized the liquor as from the mouth of the Cheruvayaffew canal while the liquor was being transported in a boat by the accused and his men. The above witnesses stood a lengthy and detailed cross examination and there is no discrepancy or contradictions in the statements made by them so as to discredit their evidence.

Four witnesses were examined for the defense. The evidence of the 1st and 2nd witnesses has proved nothing for the accused

The

The third witness is the Abkari Contractor of Kotullikkadu (in Travancore) who is said to have sold the liquor and granted exhibit no. 2 (permit) to the accused. This witness has contradicted himself by once stating that he has power to grant only permits for the transport of 60 Cannatteas of liquor within his farm and stating on another occasion that he can grant permits for the transport of arrack even beyond the limits of his farm. This witness has also stated on another occasion that the Magistrate and the Division Peishkar usually grant permits for the transport of liquor beyond the limits of the farm. On the whole the words of this witness are not at all consistent. To verify the statements of this witness it is necessary to ascertain whether there are any laws on the point in the Travancore territory.

In Sections 13 and 14 of Abkari Regulations no. I of 1064 of the Travancore State rules regarding the validity of passes granted by Abkari Contractors are laid down. Copies of these sections are

are on record. Section 14 of this regulation states that the permit granted by an Abkari Contractor or Sub-Contractor cannot be used to transport a quantity exceeding 100 gallons and that it becomes invalid when the liquor is taken to a place beyond the farms. It therefore appears to this Court that the exhibit no. 2 and the statements made by this witness with regard to it are incredible.

Is this Court in a position to say?

The 4th witness for the defence deposes that he saw the arrack and the boat being seized while he was travelling in a boat. It is stated that the witness was travelling from Ernakulam in a boat (rowed by a boatman) and when he reached Thamaravattam he saw at that time the liquor being seized and he remembers the date of this occurrence to be the 9th Thulam. I do not think all these to be probable. Though it cannot be said that such things cannot possibly occur such occurrences are most likely to be very rare. In the absence of sufficient cause for these improbable occurrences these need

need not see any doubt in asserting that these are unreal.

This offence comes under Section 38 of Regulation no 3 of 1010. From the proceedings of the appeal Court of Cochin dated 12th Meenam 1063 in which this section has been expounded, it appears that arrack cannot be taken transported beyond the limits of the farm without the Contractor's permit and that any breach of this rule is an offence. Copy of the proceedings in question is also on record.

The accused states that he does not clearly understand what the exception to the prosecution is. He also states that the renter (Cochin Likar renter) himself admits that K. Kochukunni (from whom liquor is said to have been purchased) is one who is recognized by the renter (having executed an agreement to him as appears later on) and therefore the arrack purchased from Kochukunni cannot be illicit. The accused also pleads that the Abkari Contractor's Superintendent who first petitioned the Court about the matter was not examined. But

as a perusal of all the records in the case will sufficiently meet these objections. I does not appear to be sufficient reason to consider these objections to be very valid.

The first objection is invalid & unsound

The accused has been examined and has given proper answers to the questions put to him. All the witnesses were examined in the presence of the accused. Under these circumstances it is a very lame excuse for the accused to plead that he has not understood the case for the prosecution. After K. Kochukunni was examined he should have been questioned as to the nature of the agreement executed by him to the Cochin renter. When we consider the fact that the prosecution has limited that this Kochukunni has executed a Kaichit only to sell one bottle of arrack by retail, the reason why the latter was not examined as a witness (by the defence) is not far to seek. If the prosecution would be benifitted by examining the Superintendent who first petitioned this Court, he would have been examined. Considering that the prosecution had

not

not examined the Superintendent as a witness, there was nothing to prevent the accused from examining him as a witness.

For the above reasons the accused is convicted of an offence under Section 38 of regulation 3 of 1010 and he is sentenced to pay a fine of Rupees twenty five, and in default to undergo one months Simple imprisonment. It is also ordered that the liquor, casks, and boat so seized in the case be confiscated and disposed of by the Sirkar at its discretion

Vide opening of judgment.

Dated 25th Chisehigum
8th December 1896.

sd/- Venkateswara Ayer
2nd Class Magistrate.

True Translation

For Collector of Malabar.
11-2-96.

1898
Number Register
Volume No. 2
Page No. 1483

In the Anjikaimal District Magistrate's Court.

Wednesday, the 3rd Dhanu 1072, Corresponding to the 16th December 1896.

Present

M.R.Ry. P. Shungunny Menon Aal

District Magistrate

Appeal No. 49 of 1072 from the decision of the 2nd Class Magistrate of Cochin in Calendar No. 69 of 1072 Convicting the Appellant of the offence of Smuggling under Section 38 of Regulation III of 1010 and sentencing him to pay a fine of Rs 25 and in default of payment of the fine to undergo Simple imprisonment for one month.

Appellant — Mazhuvanchiparambath Thariatte Kunjaku.

Appeal decision — Confirming the decision of the lower Court.

Date of presentation	Date of filing	Date of notice issued by Court to appear	Date on which Appellant ordered to appear	Date of hearing	Date of order.
27th Vrischigom 1072	27th Vrischigom 1072	..	2nd Dhanu 1072	3rd Dhanu 1072	3rd Dhanu 1072

Judgment.

1. This is an appeal from the decision of the 2nd Class Magistrate of Cochin Convicting the Appellant of the offence of Smuggling under Section 38 of Regulation III of 1010 and Sentencing him to pay a fine of Rs25- and in default of payment of the fine to undergo Simple imprisonment for one month. The facts of the Case for the prosecution are that the Appellant was arrested at Cheruvaipu in the Pallipuram Proverthy of the Cochin Taluq while he was transporting 3 native Cochin

Cochin

casks of arrack to British Cochin from the house of one Kuttathura Cochunny on the night of the 8th Thulam last and that he had no permit to export the liquor from the Cochin Abkari Contractor or from the Sirkar Officials. The fact of the arrest is proved by prosecution 1st and 2nd witnesses. Prosecution 3rd and 4th witnesses prove that the arrack in question was taken by the appellant from the house of Kuttathura Cochunny in Cheruvaypu. The evidence of these witnesses is believed by the 2nd Class Magistrate who examined them and who had therefore the opportunity of observing their demeanour whilst under examination.

Now

I see nothing in their deposition to discredit their evidence.

2. The appellant admits the seizure of 3 casks of liquor from his possession. His defence is that the liquor was being transported from Kottully Kad in Travancore to British Cochin and that he held permits from the Deputy Collector of British Cochin and from the Travancore Abkari farmer. These permits are filed as Exhibits I and II. For the reasons stated in the judgment of the 2nd Class Magistrate, this Court is also of opinion that the evidence of the defence witnesses is unworthy of credit.

3. I am further of opinion that even if it be granted that the arrack in question was brought from Travancore under Ex. II it must be regarded as

Now

as contraband liquor in this State as according to the Travancore Abkari Regulation the Abkari farmers have power to grant permits to convey liquor only within the limits of their farms, and as according to the Revenue rules and the agreement between the two States passes granted by the Peishkars of the one State will alone be held valid in the other.

4. There is however clear evidence on the record showing that the arrack taken from the Apellant was brought from the house of Kuttathura Cochunny and not from Travancore. This Cochunny is as stated by the defence 2d. witness only a retail vendor and is not therefore competent to sell

Mu[illegible] Each

Such a large quantity of
arrack. The removal of arrack
from the limits of the Cochin
Abkari Contractor's farm with-
out his pass is an offence
(Vide Proceedings of the Appeal
Court dated 12th Meanom 1063).

I therefore see no reason
to disturb the finding of the
Lower Court. The Sentence is
right. I confirm the finding
and the Sentence and dismiss
the appeal.

Pronounced in Open Court

Sd/- P. Shungunny Menon
District Magistrate

(True Copy)

P. Shungunny Menon
District Magistrate

Copy applied for by appellant dt. 5-3-72
Copy ready 6-3-72
Copy delivered 6-3-72
Fee realised Rs. 1-00-00.

Compared. [illegible] Clerk

District Magistrate

(To be written on
Cochin when sent)

Encls. 3 to Resd. Cochin
Letter from Regt. on Mss. No 1283
5/1
5/1 5/1 to Board Enclosures.

Ecbh V

Ex. V

Appeal Judgment
in Kunhakkan's
Case.

To the Cochin 1st class
Magistrate

Camp Edavanna, 21st January
1857

To

The British Resident.
in Travancore and Cochin.

Sir,

In reply to your letter dated 8th
January 1857, Ref. on C. No. 4061, I have
the honour to state that it is not nece
-ssary to await the decision of the Appel-
-late Court. One result informed me in
a petition dated the 19th ultimo, which
I sent to you with my endorsement dated
6th January 1857, Ref. on Mss No. 1283/1861 that
the Sub Magistrate's decision had alread
been confirmed. This indeed is not a
matter for surprise seeing that the Sub
Magistrate in his judgment, of which I
have a certified copy, admits that he
cancelled the Appellate Court before
convicting the accused.

He directed
full imprisonment

2. The Sub Magistrate expresses his
astonishment that the accused should
have been unable to understand the
nature of the charge which had been
brought against him. After reading the
Sub Magistrate's judgment, I must admit
that I am so wise than the accused
may I therefore ask you to kindly to
enlighten me? The evidence for the prose
-cution showed that the boys had been
brought

bought from one Kochunnie in the Cochin State. This person is admitted by the Cochin renter — at least, so I understand the judgment — the one of his authorised agents. Surely, therefore, the liquor was not contraband as long as it was in the Cochin State: was the accused convicted on the ground that he intended to commit an offence against the Abkári law prevailing in the Madras Presidency by importing Cochin arrack into British Territory? If so, I think the British authorities might well have been left to deal with him.

3. The Sub Magistrate has not considered it necessary to examine either the Cochin contractor's Superintendent who sold the liquor to the accused or K. Kochunnie who sold the liquor to the accused on behalf of the Cochin contractor. There are doubtless informalities — so also in the Magistrate's omission to mention the date of the offence — to comment upon which may seem hypercritical. But may I ask whether K. Kochunnie who aided and abetted the offence committed by the accused — whatever that was — has been prosecuted, and if not, why

Upon what to strengthen

why he has been allowed to go free?

4. I am unable to understand why the accused should have tried to pass liquor which he had lawfully bought in the Cochin State through Cochin territory on a permit granted by the Travancore renter. Is this believed to be due merely to an aberration of intellect or has the prosecution any other theory to account for it? I may note in this connection that the Travancore renter's evidence was disbelieved because he failed to pass an Examination in Travancore Abkári Law which was held by the Sub Magistrate

May I ask whether you consider this a sufficient reason for believing the witness to have perjured himself

I have etc.

Sd/ G. W. Daniell,

Asst Collector of Malabar

(True copy)

For Collector of Malabar.

11.2.25

11.2.25

11.2.25

In the Appeal Court of Cochin

Tuesday the 20th Edavom 1072 corresponding to first June 1897.

Present

T. C. Krishna Menon Esqr. Second Judge

K. Narayana Iraran Esqr. Third Judge.

Criminal Revision Petition No. 22 of 1072

Criminal Revision Case No. 22 of 1072

Kunhakku - - - Petitioner

Narayana Panikar and another

Counter Petitioners

Petition under section 327 of the Criminal Procedure Regulation praying the Appeal Court to revise the decisions of the 2nd Class Magistrate of Cochin in Calr. No. 69 of 1072 and the District Magistrate of Anjikynal in Appeal No. 49 of 1072.

This Petition coming on for hearing upon perusing the Petition and the records submitted in accordance with the order of this Court dated 21st Makaram 1072, the Court passed the following order.

COLLECTO
14-JUL 1897
SALA

LRD.8
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There is admittedly nothing on the records to show that the accused knew or ought to be taken to have known that his vendor had no right to sell the quantity of arrack which he purchased from him.. The conviction is therefore bad and is quashed. The fine, if already realized, must be refunded to the Petitioner

(Sd) T. G. Krishna Menon

Second Judge

(Sd) K. Narayana Menon

Third Judge

(True Copy)

(Sd)

Registrar

(True Copy)

(Sd)

District Magistrate

True Copy

[illegible]
2nd class Magistrate

True Copy is given to Kunjakku

2nd class Magistrate 9-7-97.

Copy

[illegible]

Judgment of Cochin High Court

List of expenditure incurred on account of the seizure of the arrack brought by Kunhakku, abkari Contractor of the outlying pattoms of the British Cochin.

Number	Month and date		Particulars.	Amount. Rs	as	p
1.	1896. October	24	Cost of taking ashore the arrack and the boat seized.	1	-	-
2.	do	do.	Telegram sent to the Collector.	5	-	-
3	...		Cost of taking Copies for petitions from the 2nd class magistrate's Court.	-	4	-
4			Consulting fee for mr. Gopalamenon, Vakil	5	-	-
5	do.	25	Petitions forwarded to Peishkar Southern Division including postage.	-	8	5
6	do	do.	Ferry hire to Ernakulam to engage mr. Gopala menon.	-	4	-
7	do.	26.	Petition forwarded to the Deputy Collector, Cochin And Court-fee.	-	9	-
8	do	do	Ferry hire to go to Ernakulam to get information regarding the Case from - Gopala menon:	-	4	-
9.	November	4.	Petitions forwarded to the Deputy Collector of malabar and postage.	-	9	-
10.	do.	9.	Cost of boat hire and Coolie hire from Kompally to the 2nd class magistrate Court, Nuttencherry.	5	2	-
11	do	do.	Fees paid to Gopala menon.	25	-	10
12.	do	do.	Cost of stamp paper to Vakalathnama for messrs. Kaphal and Bappu Vakils	-	13	4
13.	do.	10	Cost of petition forwarded to the Collector of malabar	-	9	-
14	do.	16	do do.	-	8	6
15	do.	19	Cost of taking Copy of an order from the Deputy Collector's office, Cochin	-	5	-
16	do.	21	Cost of boat and Cooly hire from Kooshecpooly to the 2nd class magistrate's Court at Nuttencherry.	5	-	-
17	do	do	Stamp paper for a Vakalathnama for mr. Gopala menon.	-	13	4

18	November	22.	Paid to mr. Gopala menon on account of fees.	35	.	10	
19		23.	Cost of boat and Cooly hire from Koocheepooly to the 2nd Class magistrate's Court at Muttencherry.	4	12	-	
20.	do.	do.	Batta deposited in the said Court for the witness Ittan a Christian Contractor, Native Cochin.	2	..	..	
21	December	2.	Cost of boat and Cooly hire for producing witnesses from Koocheepooly to the 2nd Class magistrate's Court, Muttencherry, for enquiry.	6	3	..	
22	do	do.	Cost of boat and Cooly hire for my boat.	3	6	..	
23	do	7.	Cost of boat and Cooly hire from Pallipuram (Koppikad) for witness Kannan and the other witnesses from Koocheepooly to the 2nd class magistrate's Court, Muttencherry for enquiry	10	8	2.	
24.	do.	do.	Cost of my boat and Cooly hire for the said Case	2	14	..	
25	do.	8.	Cost of taking the Copies of Judgment from the 2nd Class magistrate's Court.	1	12	5	
26	do.	9.	Fees paid to mr. Bappoo Vakil	20	..	..	
27	do	do.	Receipt stamp for do.	-	..	10	
28.	do.	10	Ferry hire to Ernakulam to give appeal to the District magistrate	-	2	-	
29.	do	do.	Stamp for Vakalatto for mr. Gopala menon in appeal.	..	13	4	✓
30.	do	10.	Telegram to the Collector of malabar	5	..	..	✓
31	do	do.	To writing the telegram do.	-	8	-	✓
32	do.	16.	To boat and Cooly hire to go to the District magistrate's Court for appeal enquiry	2	4	..	
33	do	17.	Ferry hire to Ernakulam to take Copy of the Judgment from the District magistrate's Court	-	2	..	
34	do.	do.	Cost of the Copy taken from the District Court including value of the paper.	1	12	5	
35	do	19.	Ferry hire to Ernakulam to give revision before the appeal Court.	-	2	..	
36	December	19.	Cost of petition forwarded to the Collector of malabar including writing charge.	..	8	..	✓
37	do	do.	Paid to mr. Gopala menon on account of his fees	20	..	..	✓
38.			Cost of petition forwarded to the Collector of malabar including writing	..	9	..	✓
39	do	23.	Paid to mr. Raphiel fees including receipt stamp	20	..	10	✓
40.	January 97	11	Expenses incurred for producing witnesses to the British Cochin Sheristadar magistrate's Court including boat hire and Cooly hire	1	3	..	
41	do	do	Stamp for Vakalatto for mr. P. P. Pally Vakil for the above Court.	..	8	..	✓
42.	do	11	My boat hire and Cooly hire to attend before the said Court	1	13	4	
43.	do.	14	My boat hire and Cooly hire from Koocheepooly to Ernakulam to take Copies of the records of the said Case from the District Magistrate's Court.	2	..	..	
44	do	15	Cost for taking the Copies of the depositions of witnesses including writing fees and paper.	12	5	-	✓
45	do	16.	Boat hire for Vakil and others going to Thamaravattam and other places for local enquiry	5	..	..	
47	do.	do.	Fees paid to Vakil P. P. Pally including Bill Stamps.	20	1	..	✓
48	do	20.	Boat hire, Cooly hire and other expenses for the witnesses produced by me before the Sheristadar Magistrate Court	5	3	10	
49	do.	do.	Boat and Cooly hire for myself to go before the said Court.	3	13	..	
50.	do	22.	Ferry hire to Ernakulam to take Copy of the permits from the District magistrate's Court	..	2	..	✓
51			Cost of the said Copy to take from the Court including writing fees.	..	10	..	✓
52	February	12.	Cost of the boat and Cooly hire for going to the appeal Court for the revision Case	2	14	..	
53.	do	19	do do.	2	8	..	
54	March	3	do do.	2	10	..	

55.	March	13	Cost of petition forwarded to the Collector of malabar	..	9	..
56	do.	31.	Paid to Cooly who brought Mr. Gopala menons letter giving information to the date of enquiry for revision	..	8	..
57.	June	1.	Boat and Cooly hire for going to the appeal Court for enquiry of the revision Case.	2	12	3.
58.	do.	4.	Boat and Cooly hire to Ernaculam to take Copy of the revision from the appeal Court.	3	4	..
59	do	do.	Cost for taking the Judgment Copy from the appeal Court.	..	3	2.
60.	do.	5	Paid to Mr. Gopala menon. as fees.	10	..	..
61.	do.	10.	Cost of petition forwarded to the			
62		15	Collector of malabar.	..	8	..
63	do	do.	Cost of petition presented to the Deputy Collector of Cochin	..	6	6.
64	July	2.	Cost of petition forwarded to the Collector of malabar including writing fees	..	8	..
65	do.	9.	Cost of taking Copy of petitions presented by myself and Counter petitioner	..	10	2.
66.	do	do.	Cost of taking the Copy of the Judgment from the said Court forward to the Collector of malabar.	..	7	..
67.	do.	11	Cost of forwarding petition to the Collector of malabar including writing fees.	..	9	..
68.	do.	do.	To forwarding petitions to the Dewan of Cochin and to the District Magistrate's Court to release arrack from the 2nd class magistrate, Native Cochin	..	10	6.
69.	do	17.	Cost of Cooly hire to take back the arrack from the 2nd Class Magistrate's Court.	6	12	..
70	do	do.	For taking Copy of the order issued by the District Magistrate from the 2nd Class Magistrate's Court.	..	3	2.
71.			Loss sustained by the reduction of 30 gallon arrack, loss from the seized arrack.	36	..	..
72.	do.	18.	Boat hire and repair of the expenses paid to Kayapelly Coonhee Bavid on handing over to him the seized boat.	63	2	10.
74.	do.	26.	Forwarding petition to the Collector of malabar including writing fees.	..	8	..
75	August.	14.	For taking Copies of petition and Supra diary from the 2nd class Magistrate's Court of Native Cochin	1	10	..
76.	do.	17	Interest on Rs 25 paid as fine to the Court up to the date of refund.	2	1	..
77	do	18.	Boat and Cooly hire to Ernaculam to pay fees to Mr. Gopala menon.	2	3	..
78.	do.	do	Fees paid to Mr. Gopala menon.	15	..	..
79.	do	do.	Due to Mr. Gopala menon according to his bill balance fees	55	..	..
			Total Rupees.	454	4	..

Cochin
18th September 97

(Sd) - Kunhaku.
Abkari Contractor of Ayingalpattom

(True Copy)

Calicut.
11th February 1898

For Collector of malabar

Fur. Ref. on Mr. No. 412/1897.

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Malabar Collector's office
Calicut, dated 27th September 1897

From

G. W. Dance Esqre. I.C.S.
Collector of Malabar.

To

The Resident in Travancore and Cochin.

Sir,

With reference to para 4 of my letter Ref on M.P. No. 412/97 dated 30th July 97, I have the honor to enclose a Bill for Rs 454-4--, being the actual expenses to which our renter was put in Consequence of the Seizure of his arrack by the Cochin officials.

2. From the Correspondence forwarded to me with your endorsement ref. on Cno. 2830 dated 5th instant I gather that the Dewan is disposed to resent any application to Compensate the renter from the funds of the Cochin Sircar. I must therefore again draw your attention to my letter, Fur. ref. on M.P. No. 1283A dated 21st January last. The information for which I applied therein has not yet been furnished to me notwithstanding the marginally noted reminder. If therefore I do not correctly understand the facts and have heard only one side, it was not for want of asking for information.

I have &c.
(Sd) G. W. Dance.

True Copy.

For Collector of Malabar
11.2.98.

8. Fur. Ref on M. Rec. No. 181/97 dt 12-6-97

1. Fur. ref. on Cno. 2931-A/R.96 dated 20-2-97
2. Ref. on M.P. 1283/13/96 dt 13-3-97
3. Ref. on M.P. No. 181/97 dt 17-3-97
4. Ref. on M.P. no. 1283/c/96 dt 31-3-97
5. Fur. Ref. on M.P. no. 1283-A/96 dt 14-5-97
6. Fur. Ref. on M.P. No. 1283-A/96 dt 31-5-97
7. Fur. Ref. on M.P. No. 181/97 dt 4-6-97

1898

6

483

Ref. on Cno. 3096 of 97

Resident's office
Trivandrum, 6th November 1897.

From,

J. D. Rees Esquire, C. I. E.
Ag. Resident in Travancore and Cochin.

To

The Collector of Malabar.
Calicut.

Sir,

With reference to your letter Jur. Ref. on M. P. No. 412 of the 27th September last, I have the honor to observe that the appeal Court at Ernakulam having held that the Conviction of the Abkari renter of the Outlying Pattoms of Cochin was bad and having quashed it there is now, I think, no sufficient reason for asking for the information asked for in your letter Jur. Ref. on M. P. No. 1283-A of the 21st January last being furnished. That letter criticizes a judgement which is not upheld by the superior Courts of the Sircar. I presume it is not contended that the action of the Sircar officials and of the Sirkar Courts in the matter was not bona fide. In any case whether the claim for Compensation put forward by the Abkari renter be —

justifiable

justifiable or not. I do not think I should be in order in demanding the amount from the Dewan unless I have the authority of the Government to which I would suggest the matter should be referred if the claim is pressed.

I have &c.
sd. J. D. Rees.
Ag. Resident.

(True Copy.)

For Collector of Malabar.
11-2-98

Read
11-2-98

Secs. 7 & Jurs.
Appl. date for leg.
on Pet. and Dy Sup.
Board of Agriculture.

1483

Copy of Malabar Collector's letter Fur.Ref.on M.P. No.412/1897, dated 9th February 1898.

"I have the honor to report that the abkari contract of the 2nd lot of the outlying Pattoms of British Cochin, for the lease commencing on the 1st October 1896 and ending on the 30th September 1897, was purchased by Mazhuvancheri paramba~~th~~ Thariath Kunhaker. There was keen competition between him and Ambali Sankaran and P.K.Ittan, who jointly rented the adjoining abkari farm from the Cochin State. The outlying pattoms therefore fetched Rs.2510 against Rs.100 in the previous year.

2. Under the terms of his contract our renter was at liberty to import arrack from Travancore. As, however, his farm was completely surrounded by that of his unsuccessful rivals at the auction he was apprehensive of reprisals, and he made known his apprehensions to me in a petition dated 20th October 1896.

3. Our renter's fears were well founded. He was transporting 100 gallons of arrack from Travancore through his rivals' territory on the 23rd October 1896 when it was seized by the Cochin officials. It was contended for the prosecution that the arrack had not been imported from Travancore, but had been purchased from one Kochunni, a licensed retail vendor of arrack in the Cochin State. Kochunni, it was urged, had no power to sell so large a quantity. Our renter was therefore fined Rs.

Rs.25 and his liquor and boat confiscated.

4. Our renter appealed to the District Magistrate.This, however was merely a formality because the Sub-Magistrate admitted in his judgment that he had taken counsel with the District Magistrate before convicting the accused.Previous to the receipt of orders from the District Magistrate he was doubtful whether any offence had been committed.

5. Our renter next went up to the Cochin Court of appeal,which, in its order dated 1st June 1897,set aside the conviction on the ----- ground that there was nothing to prove his guilty knowledge.

6. That Kochunni should have been punished for selling liquor wholesale when he had only a retail license I could understand. But what offence had been committed by our renter in purchasing arrack from a licensed vendor-assuming the prosecution story to be true - was not so obvious.I therefore wrote on the 21st January 1897 to the Resident in Cochin requesting him to enlighten me.Not receiving any reply I sent the marginally noted reminders.Finally on the 27th September 1897 I sent to the Resident a bill for Rs.414-4-0,being

1.	Fur.	Ref.	on	C.No.	2951A/R.96d/20-2-1897.
2.	"	"	"	M.P.	1285B/96,d/15-3-1897.
3.	"	"	"	"	181/97,d/ 17-3-1897.
4.	"	"	"	"	1285/96,d/ 31-3-1897.
5.	"	"	"	"	1285/96,d/ 14-4-1897.
6.	"	"	"	"	1285A,/96,d/31-4-1897.
7.	"	"	"	"	181/97, d/ 4-6-1897.
8.	"	"	"	"	Do d/12-6-1897.
9.	"	"	"	"	412/97 d/30-7-1897.

our renter's actual expenses in the case,and asked him,either to be good enough to inform me of the nature of the offence committed by our renter or to ask the Cochin Sircar to pay his bill.This elicited a response dated the 6th November last to the effect that there was no necessity now to discuss the nature of our renter's offence,seeing that his conviction had been reversed, and that no demand for compensation would be made without the authority of the Madras Government.

7.It is true that the conviction was reversed.But it is ---- equally true that our renter has suffered severely in pocket owing to the action of the Sircar officials.He is clearly entitled to compensation.Who is to pay it?I submit that there is no reason why the Madras Government should do so.The Mala fides of the prosecution is evidenced by the fact that no proceedings were taken against Kochunni.There can therefore be little doubt that he and the Sircar renters were acting in collusion.The subsequent proceedings before the Sub-Magistrate and the District Magistrate,which I have detailed above,bear there,I submit,characterised by any thing but impartiality.I therefore request that the Government may be moved to ask the Cochin Sircar to make good our renter's loss".

/True copy/

A Ramachandra Iyer

Ag.Assistant Secretary.

1,000
19-4-95

REVENUE BOARD OFFICE MADRAS.

Proceedings of the Board of Revenue

(Separate Revenue),

Dated 16th Freleneary 1898.

Mis No. 594

Read letter from the Collector of Malabar Fur Ref on

*Copy attached M.P.No.412/1897, dated 9th February 1898.

Resolution.

The Collector's letter with enclosures is submitted for the consideration and orders of Government.

2. Briefly the case appears to be that an Abkari contractor for parts of British Cochin surrounded by Native Cochin territory was convicted and punished by the Cochin Sub-Magistrate for transporting liquor through the State limits without a proper transport permit-Viz-one from a Travancore Peshkar. So much may be gathered from the District Magistrate's Judgment in appeal. The lower Court's judgment is not very understandable; the prosecution evidence was that the liquor had been purchased in Native Cochin territory from a licensed retail dealer and the defence that it had been obtained in

there and was covered by his permit. This permit, however, the Couts held, could not cover liquor outside the issuing farmer's limits and, therefore, if a true permit, was invalid for the liquor where it was found. And, further, the liquor, being Cochin State liquor, could not be transported in state territory unless covered by the Cochin abkari contractor's permit.

5. The Cochin appeal Court in revision set aside the conviction as bad in law, there being no evidence to show that the accused knew or ought to have known that his vendor had no right to sell the quantity of liquor purchased.

4. The Collector apparently regards the prosecution evidence of ---- purchase in Cochin native territory as untrue and the whole case as concocted to take revenge on the accused for taking his contract over the prosecutors' heads. This idea is possibly correct having -- regard to that fact, to the non-prosecution of the vendor, and to the petition of the accused to the Deputy Collector, Cochin, dated 20th October 1896, wherein he asked the Deputy collector to arrange for safe transit of his liquor from Travancore through Cochin State territory.

5. If, however, the law is that liquor while in such transit --- should be covered by a Peshkar's permit, it cannot avail the accused that the inception of the case was mischievous and its conduct --- perjured. The appeal Court probably was of the Collector's opinion and administered justice in a left handed fashion, for it

for it is not likely that a buyer's ignorance of the powers, rights or duties of an Abkari vendor, in respect of the quantity sold would purge him from transgression of Revenue rules The Board is unable to refer to the Cochin and Travancore Regulations

6. Government will probably be disinclined to question the good faith of the Cochin Courts. But there appears to be room in the exterior aspects of the case and in the fact that the -- accused has claimed our protection in carrying out his contract with us to call on the Resident to obtain and submit the Cochin Government's opinion on the whole matter and on the contractor's claim for compensation.

/True extract/

A Krishnamachariar
Ag. Assistant Secretary.

To the Secretary to Government, Revenue Deapartment

with 7 enclosures in originals

Copy to the Collector of Malabar.

18-2-98

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Note

A copy of this B.P. should not be sent to the Resident in Travancore & Cochin.

-x-

Read B.P. No 594 dy 16-2-98 (C.No 1483)

G.O. Mis No: 1778 dy 25th April 1898.

In the concluding sentence of his letter disposed of in G.O. No. 282 judicial dy 16-2-98 the Resident in Travancore and Cochin states that he had called for the records of the case in which a British Abkari Contractor was prosecuted in the Cochin Courts for the transport of liquor without a proper license. He will be requested to favour Govt with the opinion which he has formed after the perusal of the records and with the knowledge which he ~~must have~~ possesses of all the surrounding circumstances. ~~He Govt considers that~~ If there is no reason to suppose that the British Contractor was acting throughout otherwise than honestly, it would apparently be for consideration whether some compensation should not be procured for him from the Cochin Govt for the trouble and expense to which he has

has been put.

KD
23/4/98

8/P
27/4/98

(From orders)

To

The Resident in Travancore & Cochin
through the Political Dept.
The Bd of Revn (Dep. Revn).

Dept.
29.4.98

When given for copying ____
When copied ____
When examined ____
When signed ____
} 189

READ AGAIN G.O., No. 189 , DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT	A	A	A	A	A	A	A
LETTER OF GOVERNMENT.							
STATEMENT WITH DITTO.							
PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.							

N.B.—
A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only