

Chut No 1
Regate No 97

Register No. 971

Sadayaneival

No. 977
Sadayananda
 This is one of the Darnasannams in the form of a Sanyasa. This was granted by Deva Pukamony Maha Balivana Rajah. Dairam to whom & when it is not known
 - from any Accounts. This is entered in all the accounts as Darnasannam or personal grant. This was no Potta. It was lost. No Tall ever about the area or about the
 - born series on the part of the Range Pakeel. The born series now inserted in the vernacular statement correspond to those in the Account of 1766. Hence the born series
 are confirmed here & the 54 Annas stated there are registered here. This is a land grant.
 Ramaswamy Iyer; Not for how much he does not know; 1847-1848-1849

Sheet no 1139

are confirmed here & the 54 Acres situated thereon are registered here. This is a land survey grant.

9 II The person No 1 of 16 states that his grand father purchased the village about twenty years ago from one Perungaranai Ramaswamy Iyer, but how much he does not know; & that bill of sale was lost. In proof of this, he produced the receipts granted to him in A.D 1834 1835 1838 - 1839 - 1840 - 1841 - 1842 - 1843 - 1844 - 1845 1846 - 1847 - 1848 - 1849 - 1850 - 1851 - 1852 - 1853 - 1854 - 1855 - 1856 for the payment of Pongu. In these receipts it is said that they were granted to the Maduganams or that the money was paid by certain individuals. Some of the payers are the relatives of the person No 1 of 16. Hence these receipts are not of much use to show how the present holder acquired this village. In A.D 1833, the elder brother of the person No 1 of 16, & his father's elder brother divided the village equally among themselves with other property. The elder brother of the person No 1 of 16 purchased the share of his father's elder brother in A.D 1835 - Bill of sale of 1835 was lost. Subsequently, in making a division property between the person No 1 of 16 & his elder brother, the entire Village fell to the share of the person No 1. Thus he is enjoying now the entire village. The agreement of the division of property of A.D 1835 is on a stamp paper worth 8 Rupees. The agreement of the division of property of 1835 is on a plain paper leaf. (Vide next case)

J. De M
1863
Continued as personal no

T. De M
1803

Super Salt of Iron
Navy's Varayidi 25-2-17-60
Rames 20-2-14-
Escees Pujy Karak 40-2-22-40
54-2
Pedant Corambake
Bed of Tank Karak 37-2-20-72
Purple site 20-1-2-56
Shroking end 20-2-1-12
40-2-22-40
Remande 31-60
Navy's Varayidi
Althots 25-2-17-60
James Vertigooster 20-2-14-
Total 45-2-31-60

[illegible]

Patterson
Vayiroon } *AL*
Sette
50
Mary

(1)
1 Wife
3 Sons
2 Daughters

To be confirmed under Rule. ^{Confirmed as personal on}
 18th Dec 1866 & the party
 II. Hammett Agreed. This rule in Chapter 16. The
 is more applicable as the claim to this Grant
 Village was purchased about in behalf of the
 130 years ago. Chatham must
 be investigated by
 a Civil Court.
 22/7/66 R.M.

Carl 2d's - 1779

A. J. Thompson
Kumukahi
1870

Note - That a name of person
whose name is entered in 1815-
was a General of the
forfeiture of 1815.
His name is incorrectly entered
in the records. *W. H.*

III - - - It appears that one Piyaya Setty, one of the father's elder brother of the person N° 1 of 16, preferred a complaint to the Agent & Manager of the Ben. geminar in A.D. 1860, to the effect that the village was purchased 120 years ago from the funds of Vairava Setty of Putturam at Parthivari. & that the proceeds of this Village are being appropriated to the use of the elder brother of the person N° 1 of 16 & the person N° 1. Upon this an enquiry was held by the Tamil of Donat annam upon whose report the Agent & Manager decided on the 10 March /60 that the village in question belongs to the Putturam as it was purchased from the funds of the same & that the village should be attached at once & the proceeds thereof should be appropriated to the use of the Putturam. ~~On the 14th March /63 the person N° 1 of 16 & his elder brother by reason that the bill of sale produced by the complainant shows that the village was purchased from the funds of the Putturam, that in the accounts of A.D. 1814, the village is entered as Putturam endowment; that the complaint of Piyaya Setty is not untrue; that the argument of the person N° 1 of 16 & of his elder brother that they purchased half of the village from the complainant is not correct; and admitting that the argument of the person N° 1 of 16 & of his elder brother that the village was inserted as their own property in the proceedings of a suit instituted by them in the Subordinate Court of Madras in case N° 45 of 1847 against the Compt. annul & other, is inadmissible. The person N° 1 of 16's Elder brother refused to abide by the decision, the Agent & the Manager brought the above circumstances to the notice of the collector in their letter dated 14 March /63 & requested him to order the person N° 1 of 16 & his elder brother from the possession of the village & appropriate the proceeds thereof to the Putturam.~~

② To see the genuineness of the has any ground of complaint, even Regulation II of 1822. He has no other answer. The collector dated 5 Decr. 1860, showing that this village is entered as Damaramam not as Putturam endowment in the accounts of 1844. The person of 16 says that he renewed the Ben. geminar as he was not ousted from the possession of the village nor was prevented from enjoying it as usual.

In the dispute the Agent & Manager assume that the proceeds of the Village were appropriated by the elder brother of the person N° 1 of 16 to meet the expenses of "Malka" ^{or} varney required for "Tuchik Katthalai" of Madras. ^{It is on the 14th March /63} The collector does not seem to have passed any decision on the matter. ^{It is on the 14th March /63} The person N° 1 of 16 has an endorsement of the collector dated 13 July /60, ^{It is on the 14th March /63} showing the unjust encroachments of the geminar to deprive the Putturam of its property. ^{It is on the 14th March /63} The names of these are Atthi, Pery, Vairava, Vellakalam, Kiladi. There are four villages for the Putturam of Vairava Setty in Parthivari. These four villages are entered in the name of the Putturam in the English Register of A.D. 1815, copy of which is forwarded to the Board of Revenue. The village under settlement is entered under the head of Photunim. In the Madras Account of 1822, the four villages are entered in the name of the Putturam & a remark is written opposite to the same that a portion of them was acquired in gift from the geminar & the rest was acquired by purchase by the founder of the Institution. This Village under settlement is entered below the four villages & said that this was purchased in S.D. 1656. Corresponding with A.D. 1734. From the cert. anna Madhigamam by Muttu Vairava Setty, founder of the Institution. The holder of these 5 villages. A separate remark is written in the Account of 1822, the father's elder brother of the person N° 1 of 16 is said in the Account, the then holder of the Putturam & that the holder of this village is appropriating the net proceeds of this Village to the use of the Putturam. The bill of sale produced by the complainant Vairava Setty which is dated S.D. 1656 corresponding with A.D. 1734, shows that the said village was purchased from the use of the Putturam & that the seller received the value thereof out of charitable funds. It is not stated from what charitable fund. In the concluding part of the same bill of sale it is said that the purchaser is to enjoy the village hereditarily from the generation to generation - with the power of alienation.

- IV On the whole I think that the encroachments & decision of the Agent & Manager of the Ben. geminar are quite illegal to deprive the present holder of the Village -
1. Because the Village is in possession of the family of the person of 16 from time immemorial.
 2. Because the Village is entered as Putturam in the English Account of A.D. 1815.
 3. Because the bill of sale on which the Ben. geminar's Agent & Manager founded their decision does not show that the Village is the property of the Putturam.
 4. Because the Village is not under the management of the geminar up to this day, though the four villages belonging to it actually are.
- (The Ben. geminar was renewed by the person of 16 by the Ben. geminar's Agent & Manager in 1860.)*

Handwritten signature/initials.

5th - Because, even this village had been purchased in A.D. 1734 or about 130 years ago from the Junes of the Chetumun, it would be ^{very} binding upon the family of the person 7016 to appropriate the proceeds of the village to the use of the Chetumun. In A.D. 1734, the person who was one of the ancestors of the person 7016, ^{the person 7016} was just creating the Chetumun. He had then full authority to dispose of his purchased property as he liked.

person of 16, ^{was} just creating the hull run. He had then full control & disposal of the land.

6th Because it is declared in ^{the} Minutes of the General Commission ^{that} the price of taking possession of the village is to be paid to the grantor, ^{the} person ^{who} gave the proceeds from the circumstances that the holders of this village appropriated the proceeds after paying to the expenses of "Milk Railway" required daily for Turkey Kibak Allah & Madara Chensal Chy Amman. ^{It} that this is the private property of the village ^{was} ^{the} property of the hull run, how would the commission allow the proceeds thereof being appropriated to the said "Milk Railway" & why be never returned it with the 6 villages that are now actually in possession of the hull run.

In addition to the above it will be seen that several of the Villages that were fructuarius & devoti annuendamenti & Dannasannu ^{expressly in} ~~annuendamenti~~ ^{and now held by the zemindar} - as appears by ~~the~~ reason that they are entered as such in the Permanent Settlement Accounts. The reason of ~~entering~~ clearing the said tenure of villages as fructuarius or devoti annuendamenti ^{is in the original account of the} was in possession thereof at the time of the Permanent Settlement. Hence ~~inclusion~~ ^{it is clear that the} ~~may be the~~ ^{it is clear that the} ~~wordings of~~ ^{it is clear that the} the bill of sale of 1734, ~~should~~ ^{is} ~~nothing~~ ^{is} ~~would~~ ^{is} ~~be~~ ^{is} ~~based~~ ^{is} ~~upon~~ ^{is} the year 1660 - to appropriate the proceeds thereof to the use of the fructuarius now. In view of the above circumstances it is clear that this village is the private property of the zemindar. Hence it is confirmed to him on 1/2 of assessment. The complainant is a bitterest enemy of the zemindar as will be seen from the proceedings of the suit N° 65 of 1847. The complainant ~~was~~ ^{is} one of the defendants in the suit. - Even the entries in the Account of 1722, do not show that this is a fructuarius endowment. The zemindar is granting annually receipts to the zemindar for the payment of Ponguas to show that this is his private property of the latter. The present Rang's Vakeel repeats the arguments of the Agent & Challenger of the zemindar that this Village should be registered in the name of the fructuarius. Under the above circumstances, the claim is rejected.

Valentine

Valuation
 The houses in the Village depend upon one Tank of moderate size. It is in repair but the bund is said to be not very strong. The tank is fed by one of the minor channels of Vaigayyar.
 It is filled annually. Scarcity of Water is not felt generally for the lands that are cultivated annually. The son of the person M of 06 who produced the Register of the Village first came entered the area of the Village as 28-80 ^{an} of which he claimed 9-70 ^{an} as well cultivated lands & the rest as Pannam & waste lands. After long the person M of 016 appeared after repeated calls, & produced a revised ~~map~~ register voluntarily, containing the details given in 06 & 05 of the Register. This increased the cultivated & wet area to 17 Annas & 60 Pints. Even this is not right as appears from the results of my mapping. The holder of the Village says that, the Annas claimed as wet waste are 20 Annas uncultivated. Coris & that they ^{may be} brought under plough in the ensuing year if the Tank is improved at a cost of 200 Rupees & that he never undertook the work owing to the dispute with the zemindar. He will improve the tank at once. No paddy lands are said to be for cultivation in this village. Some of the wet lands are cultivated annually. It is of a medium character generally. Small pieces of land is cultivated with garden crops. The average income of this Village is 55 Rupees per annum. (Vill. recd. card)

The contiguous Ayer Villages are Arunglu & Maseguay. The average wet assessment of these villages is 6 to 8 & 6 to 8 per acre respectively -
 The average dry assessment varied from 1 to 5 per acre. The highest rate of dry assessment is charged for pulse which is grown to some extent.
 In consideration of the fertility of soil &c, I frame the valuation of the village as follows -

Wet - 25 at full water at 6 - per acre 150 ---
 Wet 6 at 100 feet water at 6 per acre 60 ---
 10 per acre 100 ---
 Total - 156-9-6

Arundel }
 1810 to 1815 }
 Wm. Arundel }

Rates of Government Salage per acre

Dry 3-9-9
 Wet 10-13-3

Average rates of Government Salage per acre

Dry 1-5-6
 Wet 4-6-1

Average value of grain of one acre on wet land in
 latter Rajonam consisting of Ayer & Maseguay in the
 Salage of Postponed Salage for the period of 16 years
 A

From 1870 to 1875	Cultivated area in acres	Gross output	Against Government's share at 25 per cent	Average price of grain	Value of the grain	Rate per acre
3-3	2026-87	42074-3	10518-5	1-8-11	27400-9	5-6-3