

5879. Fort St. George — April 1848.

Diary

Recieved the following

1. Extract and letter.-

From the Offg. Sect.y to Govt. — Extract from the Minutes of Consultation

Under date the 1st April 1848

Read the following letter from the Secretary to the Board of Revenue.-

/Here enter 20th March 1848 No. 123/

Para 1. The Honorable the Governor in Council requests the Sub Treasurer will furnish the Board of Revenue with the articles mentioned in the Margin for the purpose of being sent to the Zemindar of Vencatagherry with the accompanying complimentary letter.-

2 Jamas or Kanchobie
1 Turban
1 Kummerbund
2 Pieces of Kinkhob

2. In presenting the Khilaut throughout the usual Channel of the Collector of Nellore, the Board will be guided by the instructions conveyed in the correspondence which passed in 1835.-

Extract Minutes Con.l 21st April 1835 No. 415.-
To Board of Revenue 4th May " " 472
From — Do. — 4th June " " 235.-
Extract Minutes Con.l 12th " " " 675.-

/A true Extract/
/Signed/ J. D. Bourdillon
Offg. Secretary to Government

To

Fort St. George — April 1848.

A.

To

Valoogotee Comara Yachum Naidoo

I have received your letter of the 28th December 1847 and now have the pleasure to congratulate you on your accession to the Zemindary of Vencatagherry and I have thought it proper to direct that you shall be presented with a Khilaut as a complimentary honor on the occasion.

2. I deem it fit to express my confidence that you will continue to entertain a just sense of the duties which have devolved on you that you will be guided by wise Councils in the administration of your affairs and that you will be punctual in the fulfilment of the conditions under which your Zemindary has descended to you & that you will thus be enabled to transmit the possessions which you have now received in an improved state to your Posterity.

Fort St. George
4th April 1848

(Signed) H. Pechenson
Governor

Fort St. George — April 1848.

To

The President and Members
of the Board of Revenue.

(2)

Gentlemen.

From the Sub Treasurer

With reference to the 2nd Para of Your Secretary's letter of the 13th Instant I have the honor to subjoin for your information the cost of the Articles forwarded to you with my letter No. 1047 of the 11th Instant

2. Jaamas or Karchobie.

1. Turban ——— 4 Pieces or 1 Hill Pagodas 5 — —
1 Kummurbund ———

2. Pieces of Kinkhob ——— " 150 — —

Pagodas ——— 155 — —

Company's Rupees ——— 542-8-0

Fort St. George
General Treasury 17th April 1848.

(Signed) A. J. Cherry.
Sub Treasurer.

18th April.

Sent the following letter in consequence

(1-3)

To G. A. Smith Esqre
Collector of Nellore.

To the Collr of Nellore

Para 4.

Sir,

With reference to your letter

of the 8th Ultimo, I am directed by the Board of Revenue to inform you that they have des-patched by this day's Bangky for presentation to the Zemindar of Venkatagherry the articles noted in the margin.- An original letter from the Honorable the Governor to the address of the Zemindar is forwarded herewith, which you will be pleased to present with the Khilut on its arrival.

2. In presenting this mark of distinction to the Zemindar the Board request that you will be guided by the general instructions conveyed in the correspondence noted in the margin.-

The cost of the Khelut is Rupees 562 8-- and the Nuzzur to be given by the Zemindar should be of a like amount.

Revenue Board Office
Fort St. George
18th April 1848.

(Signed) T. Pycroft
Secretary.

Received.

2 Saamas or Honorable Turbands.
1 Kummerbund.
2 Pieces of Kincaubs.

* From Government to India 31st March 1838.
Extract from minutes of Consultation 21st April.

Received the following letters

To
T. Pycroft Esqre
Acting Secretary to the
Board of Revenue
Fort St. George.

(4)

From the Collr of Salem.

Sir,

Referring to the Extract from the Board's Proceedings of the 29th November 1847. I have the honor to submit for the consideration and approval of the Board of Revenue the draft of an Answer I propose to file in the Special Appeal Suit preferred by Mr. G. T. Fischer Zemindar of Salem also a detailed Appeal Plaint to be filed in the Civil Court against the revised Judgment passed by the Subordinate Court of Salem in O.S. No. 274 of 1842 & request the necessary sanction for defending these Suits at the Government expense.-

Salem Collrs Cutcherry
31st March 1848.

(Signed) W. C. Lockhart
Collector.

No. 1.

To
The Judges of the Court of Sudder Adalut

Petition of Special Appeal preferred by Thottapullay Ramachendriar on behalf of Mr. G. T. Fischer Zemindar of Salem Respondent in Appeal Suit No. 9 of 1846 & the file

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file of the Civil Court of Salem against Mr. W. E Lockhart as the Successor of Mr Gley Collector of the Zillah of Salem.

1. This Special Appeal from the Decree of Civil Judge of Salem is preferred under the following circumstances.

2. The Salem Mootah was formed in 1801 and was conveyed by the Government of Madras to the first Mootahdar Ramasawa Chetty by a Summud in Mulkeat Jotimiar bearing date the 31st day of August 1802 under which it continued in his family until 1836.

3. In 1830 the Circar dues being Rupees 15,033 in arrear the Mootah was attached & remained so until May 1836 when Appellant having purchased it from the then Mootahdar for the sum of Rupees 12,038:29 the Circar dues were discharged the Mootah released from attachment and Appellant duly registered as the Mootahdar.

4. The Mootah having been so long under attachment & having for some years previous to such attachment been in the hands of a female and therefore managed chiefly through the agency of others Appellant found on his taking possession thereof that the rights appertaining thereto had in several instances

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instances not been enforced but allowed to lie dormant of which it may suffice to give one instance contained in Document A herewith annexed a letter from Mr. Principal Collector Gley under date 29th August 1839 being an admission on behalf of Government of Appellants right as Mootahdar to receive from certain portions of land in the Mootah [one portion thereof being of precisely the same description as the land now litigated by their Collector] which were occupied by Government arrears of rent for no less than 34 years in one case and 32 years in another case.

5. The old Fort of Salem was situated to the West of the Town of Salem and apart from it. It had walls a ditch and a glacis but prior to the formation of the Mootah it had ceased to be regarded as a Fort no attention had been paid to its Defences and they had gradually fallen into heaps of ruins portions of which long prior to Appellants purchase of the Mootah had been used by the inhabitants of Salem as a general Privy or necessary to such an extent as to endanger the salubrity of the neighbourhood and

and to become a public nuisance the ground in fact was lying perfectly waste and might at any time have been occupied and cultivated by the Mootahdar like their waste lands whether occupied by ruins or by jungle as in fact has been constantly done in this and other Mootahs similarly circumstanced.

6 These circumstances having been represented to the Government of Madras it was determined for the public health and as a matter of medical police to remove the nuisance where this nuisance was perpetrated and to level the ground so as to prevent the nuisance in future the remainder of the land similarly circumstanced continuing as before in the undisturbed occupation of Appellant and paying him rent his claim to which the Government themselves expressly admitted [Vide Doc I] Accordingly a Minute of Consultation dated 18th April 1836 authorized the then Principal Collector Mr. Orr to expend 400 Rupees in levelling the ground for this purpose which was done not solely by Government but in conjunction with Appellant (Vide Doc: I and K) only lately discovered.-

7. A certain space of ground accordingly become available for Cultivation and being so and unoccupied and confessedly within the limits of the Salem Mootah Appellant proceeded to cultivate the same as Mootahdar by virtue of the terms of the Sunnud-i-Mulkeut Istumrar [Vide Doc: B] portayed by Regulation XXV of 1802 paras 3 and 4 Regulation XXX of 1802 paras 15 by Judicial decisions in exactly similar cases confirmed on appeal particularly one by the late Senior Member of Council Mr. J. Bird in 1824 when Judge of the Salem Zillah Court in the case of Mynah Coumden v. M. D. Cockburn Esqre Principal Collector being Original Suit No 381 of 1821 [Vide Doc: C] and one by the late Mr. Bannerman in 1836 [Vide Doc D] confirmed in appeal by the Provincial Court and Sudder Udalut [Vide Doc: E] and by a decision of the Board of Revenue dated 8th November 1824 para 3 [Vide Doc: F] recapitulating a former similar decision dated 20th September 1821 and stating that the Boards decision had been approved by Government and by the Act of the Government themselves [Vide Doc: A] in praying Appellant for

for a portion of the same land for 32 years and by another similar Act [Vide Doc: I] namely by accounting to him after his purchase of the Mootah for certain Sums admitted to be due to him as arrears of rent for similar portions of land such arrears having accrued during the Government management of the Mootah therein 7 ½ th

8. To avoid digression and undue lengthening of this Appeal Appellant has collected these and similar documents and annexed them to this his Appeal He would only remark that the terms of the Tunnud-i-Mulkeut Istimrar and Regulation XXV of 1802 Preamble and paras 3 and 4 and the Judicial decisions regarding both these and the Act of the Government themselves are the only authorities he refers to as decisive. The other Regulations are valuable as shewing general policy and clearly liberal intentions of Government. The decisions of the Board of Revenue even when approved by Government he does not cite as matters that can bind any Court of Justice

Being

Being in his favor he uses them as admissions of an otherwise ascertained right but he does not refer to them as giving or creating any right not previously in existence. The decisions or resolutions of the Board are mere Acts of certain executive Officers and the Governments approbation and confirmation thereof is a mere act of the Executive Government of valuable doubtless as an admission of previously existing rights but utterly incapable of abrogating any right conferred by the same Government in its Legislative Capacity ie by its Regulations or by Acts authorized by these Regulations.

9. Appellants title to such ground has been only disputed in respect of three portions thereof - in one case by the Reverend Mr Watton who refusing to pay rent to Appellant was sued by him and a decree given in Appellants favor which on Appeal was confirmed by the Provincial and Sudder Court [Vide Doc: D & E] the other two portions were disputed by Mr Principal Collector Gleig and are still under litigation one of them being the Subject of the present Appeal — Appellant

10. Appellant hoped that former decisions in similar cases in the Salem and other Mofussil would have satisfied Collector Greg and accordingly addressed frequent letters to him for nearly 3 years the last of which letter dated 1st March 1841 was the only one which received a reply dated 8th March 1841 [Vide Doc: K] the tenor of which obliged Appellant to appeal to Law for redress and he accordingly instituted his Suit Original Suit No. 203 of 1841 on the 15th April 1841.

11. The Subordinate Judge on the 11th November 1843 gave a decree in favor of Appellant [Vide Doc: G] and in exact conformity with and upon the same grounds as Mr. Bird's decree already mentioned Mr. Collector Greg appealed against this decree to the Civil Judge who on the 9th June 1845 gave a decree [Vide Doc: H] reversing the Original decree It is against the Civil Judge's decree that this present appeal is brought

12 Appellant humbly submits that Mr. Greg both in forcibly depriving him of the ground on the first instance and secondly in appealing from the Sub-Judges decree declaring the ground to be your appellants.

Appellants was acting in direct contravention of the intentions of Government in its Legislative Capacity expressed in the Preamble of Regulation XXV of 1802.

13. The Legislature there states "that "under Hindoo and Mahomedan Governments "it had been customary to regulate augmentations of revenue by the enquiries and opinion "of the local Officers appointed by the ruling "power for the time being. that this practice "was injurious to the permanent prosperity "of the Country by obstructing the progress "of agriculture population and wealth and "destructive of the comfort of individual "persons by diminishing the security of "private property" for which reasons the Legislature says it "has resolved to remove "from its administration so fertile a source "of uncertainty and disquietude" by means subsequently specified namely by fixing the assessment permanently by fixing the tenure of Lands by Sunnuds and Cabooleats by specifying in those sunnuds all exceptions or reservations [whether on behalf of Government or Religious or charitable

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Charitable institutions for the good
right of the proprietor thus reducing any
thing to writing and leaving no room for the
exercise of caprice or discretion on the part
Executive Officers regarding the rights of in
=dividual proprietors.

Mr Grigg's conduct however was
this source of uncertain and disputable
regardless of former Judicial decisions
precisely similar points to be taken on himself
an executive Officer to
=sidered construction and interpretation of
Acts of the Legislature and to set aside their
=half of the Executive, a claim which the
Executive did not make for itself to
which the Legislature had conferred on
the Judicial tribunals declared to belong
to another. Indeed Mr Grigg went much
further and gave a specimen of the arbitra
=ries of his orders & of his contempt for
only individual rights, but even Judicial
decisions when opposed to what he thinks
the interests of the Executive which of course
trials will not escape the notice of Your Honorable Court
15

In the Suit before the Judicial

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Judge Original Suit No 203 of 1841. Appe=
=pellant (then Plaintiff) pleaded in para=
of his reply that when in Original Suit
No 126 of 1836 he claimed rent from the
Reverend Mr Walton for a piece of land
similarly circumstanced his claim was al=
=lowed by the Courts decree which on ap=
=peal was confirmed by the higher Court
Mr Grigg in his reply stated it as his
opinion that the decision in Mr Waltons
case "in no wise militated against the
Government rights to Mr Walton should
have applied to Government for the
ground" !! - ie he should have asked
the Executive to give by force to him
the ground which three Courts of Jus=
=tice had just declared to belong by
right to to Appellant. Conceive a man
in England applying to the Queen for a piece of
ground.

ground which the Court of Queens Bench and a Court of Error on Appeal had just decided to belong to his adversary. In England such an idea would be simply ridiculous and absurd. In this Country especially when deliberately put forth by a high Executive Officer such ideas are eminently dangerous as tending to jeopardize individual rights to a belief into the native mind that the Executive can set at naught in its own favor Legislative enactments & decrees & to Judicial tribunals and thus to degrade all such Judicial tribunals in the eyes of the native community

16th. Appellant claimed the land upon the following plain & simple grounds. He was-

was the registered Mootahdar and as such the lawful proprietor of the entire land within the bounds of the Mootah unless coming within one or other of the exceptions and reservations specified in the Sunnud i. Mulkut Istimrar, the land was (as was admitted on all hands) in the centre of the Mootah and did not come within the terms of any of the reservations.

Mr. Gley [Vide the Plea and 17. Rejoinder] claimed the land 1st by Because the ground had belonged to the old Fort, now no longer in existence, and also because the ayacut accounts of Fusly 1211 [or 1801] do not exhibit the land as belonging to the Mootah, i.e. do not shew the land to have been included in the productive land upon whose actual or possible produce the permanent assessment or Berij was calculated and fixed. 2dly Because Mr. Collector Orr in april 1836 by authority of Government expended Rupees 1400 in levelling the walls and filling up the ditch, which formerly occupied the spot in question, "in order to remove a nuisance and improve the salubrity of Salem." 3rdly Because, on the 19th October 1837 Mr. Orr issued a Yaked to the Talliar not

not to prevent people building on this piece of Ground.

18. The 2d and 3d of these grounds may be very briefly disposed of, as to the 2d if the ground in question did previously belonging to Government cadit quæstio and Government do not require an expenditure of Rupees 1400 to aid to prove a previously existing title, but if the ground belonged not to Government but to the Mootahdar Government might indeed lawfully and praiseworthily expend Rupees 1400 for the benefit of their subjects to remove a nuisance and improve the salubrity of a neighbourhood, but it is too clear for argument that they could never by such means confer themselves a title to land not previously belonging to them. yet strange to say, this is one of the main points upon which the Civil Judge founded on his decree now appealed against, in favor of Mr Collector Gleig. As to the 3d ground namely Mr Orr's Taking to the Tahsildar not to prevent people building on the spot in question. a measure which, as Mr Gleig says in his rejoinder, "is conclusive of Mr Orr's opinion of the claim now set up by the Mootahdar." it is exactly this but no more.

It does shew the Collector's opinion but appellant submits that your Honorable Court will be slow to hold that the opinion of any merely Executive Officer or any act or Order of his in pursuance of such opinion is to conclude the legal rights of other men in any case especially when opposed to the decisions of Judicial tribunals in analagous cases. Yet this is another ground of the Civil Judges decree now appealed against.

19. Even if the opinion and the order had been those of the Government instead of only the Collectors, it would in no wise have altered the matter, or aided Mr Gleig. appellant entirely disclaims all idea of disputing the power or authority of Government, but with every deference to its authority, he begs to submit that the distinction between the Legislative, Executive, and Judicial departments, is, or is meant to be, as distinct in this country as in England, down to 1834 the Madras Government could make Regulations having all the force of law, and it could annul or alter them, but it could only do so by making other Regulations and publishing them as prescribed by act of Parliament, and not by a mere Minute of Council, or by writing a letter to any of its Officers.

Hinde

since 1834 its Legislative authority
transferred to the Legislative Council
India, where it is only represented
the Legislative Council alone has
power to abrogate the Legislative
of the Madras Government from
rights thereby conferred still
cutive the right here any more
to control, reverse or set aside
cision, and least of all can the
Executive Officers of the Gover
allowed to exercise
20.

The first of
sitions involves matters which
call for more examination. Re
claims the ground for Govern
cause it had belonged to the
now no longer in existence; and
is not included in the Agent
1801 as belonging to the Mootah.

21.

To take these separately.
Mr Glen agent and appellant
the land in question was while the
occupied by the walls the citch
of the Fort. Equally undoubted
even as the pleadings shew that
back there has been no Fort
and that

were cleared away as a nuisance in 1830, by
filling up the ditch and levelling the heaps
of ruins, the sole remains of the walls. The
ground is, and long has been, utterly and
entirely waste, and being within the Mootah,
the question is whose is it, Government or the
Mootahdars.

22. Appellant submits that this
question is to be decided by the terms of the Sun-
=nud-i-Muddut-Inteemar. This and the
corresponding Cabooleat, and Regulation
XXV of 1802, are the sole evidence applicable
to the matter. It is strictly a
contract, it is a perpetual lease by Go-
=vernment for a fixed rent to the Mootah-
=dar of the whole Mootah with only certain
specified reservations, six enumerated,
and it must be governed by the well known
Law of Contracts, whose principal doctrines
are almost identical in all countries
and languages, whether in the Institutes
of Justinian, which, as edited and
commented on by Heineccius are still the
Law of Holland and of Spain, or in the French
of Pothier, whom the French Civil Code has
copied almost verbatim, or in the popular
work of Mr Chitty from whom Appellant
proposes

proposes to cite a few passages.

23d. "Verba cartarum fortius accipiuntur contra proferentem." Deed or other instrument shall be taken most strongly against the grantor." page 79. "In "the case of an exception in a lease, &c. it "is a general rule of construction that if "there be any doubt about its meaning the words "of the lessee are to be construed favorably for "the lessee and against the lessor" page 79.80. "The construction shall be liberal, an indefi- "nite expression shall be understood uni- "versally unless there be otherwise some "reason to restrain it. Thus the masculine "shall be understood to include both genders, "the word men shall comprise women "also" page 67 equally applicable are the words of Mr. Birds Decree in the case al- already mentioned, of Mynah Coundens Revs. Mr. Collector Cockburn Para 12. It never could have been the intention of the Govern- ment to reserve to itself the proprietory right in lands situated within the Villages granted to the Zemindar and thereby deprive him at their pleasure of the power to improve his estate by clearing the Jungle land situated within the boundaries of his Villages. If such

If such had been the intention the reserva- tions should have been, and undoubtedly would have been entered in the Istimrar Sunnud granted when the Estate was sold to the Plaintiff's father. In that Deed how- ever no such reservations can be discovered The Proprietor is encouraged to improve and extend the cultivation of the land, and to enjoy in confidence the fruits of his own industry; in Section XV Regulation XXXI A. D. 1802 also it is expressly provided that proprietors of lands shall not be prevented from granting Puttahs for clearing and bringing waste lands into cultivation; a power which could not have been granted them in case such lands were to be con- sidered the property of Government. "Para 13. "The Sunnud i. Mukkent Istimrar is the title Deed upon which the Plaintiff holds his Estate. By that Deed the whole of the lands situated within the Village of Wadoomoogum Caudoo, with the exception of Lackeraj Lands, and Lands paying only favorable Quit rents are granted to the Proprietor upon his paying annually a fixed sum denominated the Beriz of the Estate, and there is no reservation in regard to waste lands

lands of any description though ever so
a article of revenue reserved by the Government
is excepted in para 4th.

24th. If Government meant to reserve
waste lands circumstanced like the present
Government should have said so, which it
is admitted it has not done. Its intentions
must be collected from its expressions
and not from any body's belief, or from
any other extrinsic evidence as to what
those intentions were. If intentions are
to be considered more vague, it must be
the intentions not of the Government of
1845 but that of 1802 which [illegible] the Sa
nud and the Regulation XXX of 1802: and
what safe ground can there be to judge
of the intentions of a bygone generation ex-
cept from their expressions: what a door
to injustice would be opened by allowing the
guesses or suppositions of interested
individuals in 1845, to over-rule the plain
expressions of a Legislative enactment &
solemn contract made in 1802. Even if
the Government of 1802 did mean to re-
serve waste ground but neglected or
forgot to do so, they must take the conse-
quence of their omission, or any private land
lord would undoubtedly be obliged to do as
against his tenant. Justice is no respecter

of

of persons, and in matters of contract and
trial Government otherwise than it would a
private individual. Even if the land was not
waste in 1802 Government must have known
it might by possibility become so at some
time or other, and if they meant under all all
possible circumstances to keep it to themselves,
and never to part with it they should have
specified it in the exceptions and reserva-
tions. It can hardly be necessary to ad-
vert to the suggested possibility that
Government may again require the land
for a Fort or other Military purposes.
It doubtless must have any land
any where when the public safety requires
it for defence against the enemies of the Coun-
try, but as this is not exactly the case on
before the Court nor likely soon to be so;
Appellant only begs to keep the land until
such a case does arise.

But if the intentions of
25. Government must be adverted to, it will
not be difficult to shew beyond all rea-
sonable doubt, that the intentions of the
Government of 1802 were far from those as
ascribed to them by Mr. Collector Gleig
and were liberal and statesmanlike,
and such as sought the advantage of Government
not in the possibility of snapping up one

acre

acre here and another there, and on litigating with their subjects about every spot to which a claim could be suggested, and in carrying their suits from one Court to another, regardless of repeated former decisions as it were, taking the chance of finding some one Judge less independent than his brethren, and at all events staking the purse of Government and the leisure of its servants against the poverty and the fully occupied time of private land-holders. such was not the intention of Government its intention was to remove every "source of uncertainty and disquietude" as from its subjects, every thing that "obstructed the progress of agriculture and wealth that was destructive of the comfort of individual persons, that diminished the security of private property" or left the rights of its subjects at the mercy of the local Officers appointed by the ruling power for the time being. [Vide Dec: B and Preamble of Regulation XXV of 1802]. Its wise and liberal intention was to seek its own prosperity in the general prosperity of

its subjects and as regards agriculture in particular, it was most clearly its intention to encourage land holders to cultivate whenever cultivation could be carried on.

26. The language of the Preamble of Regulation XXV of 1802, has been already cited. The 3d para gives additional evidence of the intention of Government to secure land holders from litigation about their rights by directing the Courts that / as would have been their duty to do even without such direction / in cases of dispute, the Sunnuds and Cabooleats alone should be referred to, and sentence given in conformity to their contents, not the contents of other unspecified accounts or Documents.

27. The concluding para of Regulation XXX of 1802 is equally clear as to the general policy of Government, for fearful of being misunderstood, it adds an express declaration that nothing contained in this Regulation shall be construed to prohibit proprietors of lands from granting pottahs for fee fee nor from granting waste lands into cleaning and bringing waste lands into cultivation.

28. Strongest of all however is the

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the language of the Summd itself Para 4th "Being
"therefore sensible of the benefits conferred on
"you by these institutions and confident of
"enjoying the fruits of your industry, you
"shall be punctual in your engagements
"with Government. you shall conduct your-
"self with good faith towards your ryots
"whose prosperity is inseparably connected
"with your own, you shall treat them with
"tenderness, encourage them to improve and
"extend the cultivation of the land, and lay
"the foundations of your own happiness in
"the permanent prosperity of your Zemindary"

29. It is plain therefore that the general policy and intention of the Govern-ment was the wise and the liberal one of inducing land holders to extend cultiva-tion wherever it could be carried on, and of seeking their own advantage in the increased prosperity of the general body of their subjects. Whether such measures as Mr. Greigs are likely to promote or these intentions the former specially, is for your Honorable Court to consider.

30. Appellant now turns to Mr. Greigs remaining position, that the grounds cannot belong to the Mottikdar because the

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the Ayacut accounts do not state that in 1801 the ground was included in the productive or avail-able ground on which the permanent assessment or Dasij to be paid to the Mottah was included.

Appellant submits with confidence

31. that the Ayacut accounts are wholly inadmissible on this case. As the Civil Judge however does not propose to ground his decree upon the ayacut accounts and as appellant trusts that their inadmissibility will be clear to your Honorable Court he will merely advert to them in the following paras. a larger space perhaps than your Honorable Court may deem the matter to require but a smaller one than he would have devoted to it had the Civil Judges decree professed to include them among the grounds on which it was based.

I. The Summd is in itself a clear and complete ex-pression of the agreement or lease — "Quoties in verbis Mallaet ambiguitas ibi Balla est. positis contra verba fiandum est. Where there is no ambiguity in the terms used, the agreement or instrument itself shall be the only criterion of the intention of the parties." Chitty Page 81. II. Govern-ment might had it so pleased have said in the Summd itself or their Regu-lations having the force of Laws, that in cases of dispute reference shall be had to the Ayacut account. had it done so then of course they would have been ad-missible but they are not even framed and the Court may read the Summd to the last from beginning to end without learning from them that such documents as the Ayacut accounts are in existence.

But

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"But it is clear Government did not
extend much less say I which they
must have done to give effect to
the intention if they had it / that
reference should be had to these
Accounts for they necessarily bear
all reference to the Summud and for
beats alone are for purpose to sim-
plify the matter and to save the la-
holder from being harassed by a
reference to documents not in his
possession and to which he was a
stranger. Section III Regulation
XXV of 1802. III Government when
Suitor must be treated like any o
party litigant and bound by the sa
rules, now no private litigant co
give in evidence private accounts for h
be making evidence for himself
would be binding a man by the
over which he had no control. to
which he had never assented and
of whose very existence he had no
notice. The Ayacut accounts as be
tween Appellant and Government
are the private accounts of Govern
made for the use of Government by
the servants of Government and kept
in Government Custody and of which
Appellant never had any notice
How would it stand in England for
a land holder to say to a tenant "Here
the terms of your lease to you you
and such good but in my grandfathers
Accounts I find

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in entry shewing it was not meant you
should have it, so give it up." Besides, this
would be adding a reservation to the res-
servations expressed in the Sunnud, and
so violating the rule that, "exceptions being
the words of the Lessee are always to be com
strued against him," for the Sunnud says
on behalf of Government, "Government gives you, the
Mootakdar, this whole Mootah, minus
only six exceptions or reservations;" but
Mr. Gleig says, "I must add another reser-
vation from something I find in the
Ayacut accounts." But independently
of this, it is on another ground absurd to
refer to the Ayacut accounts, even if strict
ly admissible. If the Ayacut accounts
were made for the purpose of defining the
limits and measurements of this or any other
Mootah then there might be some shew of reason
in claiming to refer to them; but they were ancient
accounts of time immemorial, and in 1801 were
only revised, and that for a wholly differe
ent purpose. They were revised to shew
the quantity of ground which was then or
generally productive, and therefore a fit
subject for assessment, and to shew the
then condition of all other lands. They
were to be a guide to Government in fixing
the

the permanent Assessment. What an absurdity therefore to refer to them to shew the ownership of ground which ex concessis was not at that time or a date to be assessed. They were made to shew the quality and condition of ground fit for assessment, not the extent of all lands whatsoever, not the person to whom any land belonged.

33 The foregoing remarks, excepting the last para, or at least some of them, apply as much to the decree of the Civil Judge as to the arguments of Mr. Gleig. The reasons assigned for that decree [illegible] ber, of which the fourth seems to be a deduction from the preceding three. Appellant proposes to consider these four together. The Civil Judge relies 1st/y On appellants admission that if the Fort had been kept up by the State, he Appellant, would not have claimed the ground which he admits was formerly occupied by the walls ditch and glacis of the old Fort, 2dly On the fact that the walls were removed and the ditch filled up at Government expense, though this was only partially the case, it having been done in conjunction with appellant, to abate a nuisance and increase the salubrity

salubrity of the Town; 3rd/y On the fact of Mr. Orr's Tahseldar after the ground had been levelled, directing him not to prohibit persons from building on it; 4th/y On a deduction from the three preceding reasons, to the effect that Government never relinquished possession of the ground.

34 The second and third of these reasons have been already considered when adverting to them as used by Mr. Gleig. If the ground was previously Government and neither their care for the salubrity of Salem, nor the expenditure of Rupees 1,400 in removing a nuisance which affected its salubrity, is needed to increase their title. But it really seems too plain for argument that neither of these facts can give Government a title if they had it not previously; and if they had the proof of it must come in a very different shape. As to the opinion of an Executive Officer, or any Tahseldar or other Order he may please to issue being able to give Government a title to any

any land not previously theirs, or even to be allowed as evidence of such title, it is only in India that a Briton could think of asserting such a proposition. To do so in England would be as discreditable as ridiculous.

35 The 1st and 4th grounds have more plausibility - there is at least a show of reason in saying "Had the ground con"tinued to be wanted or occupied for a Fort "you could not have claimed it, and this "you admit, Now I think the Government "which confessedly had the ground once "have never ceased to occupy it."

36 The answer to this is as follows. If the ground was needed for a Fort it was granted that Government had a right when needed for a Fort to occupy it for that specific purpose, but for no other. But if not needed for a Fort they have no right to occupy it for purposes of cultivation or building, whether by themselves or by others. Now the clearest possible proof of its not being needed for a Fort is the fact that the Fort itself was allowed to fall into ruins, and when those

those ruins became a nuisance, Government removed them altogether instead of repairing them. What plainer proof can there be that the ground was not needed for a Fort when Government itself cleared away as a nuisance, even the vestiges of the Fort? Then cessante ratione is cessat lex. The cause no longer existing, which alone gives the Government a title to occupy the ground, that title ceases and the ground becomes the Moottahdar's, because his Sunnud expressly gives him the whole Mootah, minus the specified reservations which do not include any waste ground or the ground in question.

37. It only now remains to notice the fifth and sixth points in that decree - one is that to decide that the ground belonged to Appellant "might lead to nuisances which it is the duty of the Magistrate to prevent," and "so might defeat the object of Government."

38. Surely if ever such a nuisance does present itself it will then be time to interfere to abate, but it does seem strange to hear a Judge allege and anticipate

anticipate the possibility of such an event as a reason that weighs with him in deciding one way or other, the title to a piece of ground. Still more strange is it to hear a Judge allege as a reason for a solemn Judicial decision against an individual, that to decide in his favor might defeat the object or wishes of the executive Government. Surely so upright a Judge cannot have seen the real meaning of his words. Is the will of the executive Government to be the interpreter of the Law?

39. The remaining reason given by the Civil Judge for deciding against Appellant, is, that Appellant ought not to have such for only the last produce of the ground, but for the ground itself and also all other ground which he claimed.

40. It does seem a strange reason to say that a man is not to have the produce of a field because he might have sued for a field also, or that he is not to have the field because he claimed the next one also. Appellant must admit his inability to comprehend such reasons.

Appellant in conclusion, and by way of brief recapitulation, submits

submits with confidence to the discrimination and independence of the highest tribunal in the Presidency, that the ground is his 1st by Because the Sunnud gives him the whole Mootah minus only the specified reservations, and the ground is confessedly within the Mootah, and does not fall within the terms of any of the reservations. 2nd by Because it is clear from both the letter and the spirit of Regulation XXV of 1802 Preamble and Para's 3 and 4 of Regulation XXX of 1802 Para 15. and from the Sunnud itself Para 14. that so far from reserving to itself waste land of any description, (Vide Para's 12 and 13 in Mr Bird's Decree) it was the intent and policy of the Government to encourage Land holders to bring into cultivation waste lands of every description every where. 3rd by Because the land is waste land within the Mootah, and not needed for the purposes of a Fort as is best proved by Government itself having not only not kept up the Fort of it as a nuisance. 4th by That admitting the right of Government to occupy land when needed for the public defence because so needed, yet cessante ratione cessat lex, and this does not give the Government the right to occupy for the very different purposes of cultivation, building, or

or the like, land not needed for the public defence. 5thly Because it is an insult to both the intelligence and the independence of a Judicial tribunal to assert that any opinion or order or act of the executive Government, or of any of its subordinate executive Officers can give it a title to any land, or be even admitted as evidence in the matter, or in any way taken into consideration in deciding the question of title or in interpreting a Legislative enactment, and that therefore no letter or Minutes of Council or order or act of the Government since 1834 and a fortiori no opinion of the Board of Revenue, or opinion or act or Letter of Collectors Arr or Gleig. can be admitted as evidence or taken at all into consideration in the matter. 6thly Because the Decrees of Mr Bird and Mr Bannerman are precedents exactly in point, in favor of Appellants right, and for these reasons and on these grounds he begs that the Decree of the lower Court may be reversed.

/Signed/ G. F. Fischer

/True Copy/

/Signed/ H. E. Lockhart

Collector

Answer

No 2.-

Answer to the special Appeal Petition preferred by Mr. G. F. Fisher Mootahdar of Salem Respondent in appeal Suit No 19 of 1844 on the file of the Civil Court of Salem.-

The Special Appellant in his preliminary remarks in his appeal Petition, states that the tenor of Mr. Collector Gleigs letter. dated 8th March 1841. obliged him to appeal to Law for redress, the Special Respondent will therefore, in order to meet the arguments ab initio in the first instance refer to this letter as being precisely the same grounds on which he now resists the Appellants claim and will ask the Judges of the Sudder Adawlet to confirm the decree of the Civil Court Viz^t "that the land / under dispute / belonged to the Town of Salem."-

2. The Special Respondent submits with confidence that it will be fairly Conceded that it has been the universal Custom of every civilized Country that the Government as guardians representatives of the interests of the Community reserved under their control particularly in the vicinity of Towns certain lands whether suitable for cultivation or not for

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Public purposes such as Encapment grounds for Troops, sites for public buildings, public hanging places, Village greens and halting places of carts of Merchants and where periodical Markets are held. In like Manner the British Government in the Original Pymash accounts and Survey of the Country made similar reservations of land for Public purposes rent free, and on which no Assessment was ever fixed or demanded such is the land now claimed by the Special Appellant entered in the accounts as [illegible] the glacis or parade ground of the Town and Fort: on this point the Special Respondent begs to refer the Court to the 2d Para of the appeal in the Civil Court of Salem No 19 of 1844. The land in dispute was never assessed but reserved for public purposes and belongs to the Townships they never paid rent to Government, nor did the Government on the formation of Mootahs concede to the Moottahdars the right to collect any rent upon them, in fact it had no right to Concede nor can the Moottahdar enter upon such lands to cultivate them. The Special Respondent submits that the Moottahdar has

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has no more right to cultivate the glacis of a Fort, which from immemorial usage has been appropriated to public purposes, than he has the public road or the Village green, and it is the duty of the Respondent, as the guardian of the Public interests to resist any such attempt. The Appellant admits that the lands now claimed formed a part of the Fort and was made use of for public purposes, and tho' Government no longer require to keep the Fort in repair, doubtless it is their option still to order that the glacis remain, as this has been, from time immorial the halting place of travellers and belonging to the Convenience of the Town to the Township. The opinions of the most enlightened Officers of Government, best acquainted with the institutions of the Country must weigh with the Court in arguing on such subjects, not as authoritative decisions, but as the evidence of impartial witnesses, and it may be here worth while to observe, that it is the recorded opinion of several of the most intelligent, that a Moottahdar was not even lord of the waste not as between the Moottahdar and the Government, but as between the Moottahdar and the Village communities to whom, and not

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not to the Government the waste land belonged. the Special Respondent on this point refers the Court to the report by Mr. Verelst and note to Wittes South of India Volume I Page 198. "at one time I was disposed to think that besides the name of Contractors of Revenue they might also claim the title of "Lords of the waste" but even this right is indis= putably shewn by the able report above quoted to be the Corporate property of the Township. In other Countries escheats in land fall to the King according to the first principles of Government by which that becomes the general property of the Community of which it formed a part: according to the genuine principles of Hindoo Law it appears to me, that all the personal property may= landed property cannot escheat to the = King but to the Township, because all within its limits, that is not indivi= dual property is the Corporate property of the Township" &c. &c. thus a Mocta= dars tenure is of a peculiar kind he is neither a mere contractor for = revenue, nor can he be compared to a Landlord or a lord of the manor, his tenure is a new creation consisting of a portion

Mr. Verelst

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of the rights of the Government conceded to him = Modified by local usages and limitted by Subordi= =nate rights, the Special Respondent therefore urges that it is clear that although the Government has no right to collect revenue from any = cultivated land within the Moottah, it has the undoubted right to forbid the cultivation of such Perumbokes lands as immemorial usage has appropriated to public purposes prior to the formation of Moottah, and exempted from revenue and which therefore comes under the provisions of Section XII Regulation XXV of 1802.-

3. The Special Respondent will now proceed to reply to the arguments of the special appeal seriatum, altho it will of necessity be almost a recapitulation of those used by Mr. Ogleg in the Original Stage of the proceedings. In the 4th Para of the Special Appeal Petition it is alleged, that the Government payment to him on two portions of land, one being of precisely the same description as the land now litigated." The Special Respondent submits that this is altogether a Mistake, and that the two descriptions of land alluded to are in no respects analogous. The land now under dispute was never Cultivated or Assessed. The other is land on which Teerwa was paid

to

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to the Moottadar being occupied by the Government for Judicial buildings, consequently this cannot strengthen the Appellant's claim to the land in question.-

3 4. It is sufficient in reply to paras 3 and 4 of the appeal to refer the Court to the 4th Para of the Appeal Plaint in No. 19 of 1844 of the file of the Court of Salem and the answer filed by Mr. Gley in O.S. 203 of 1841 of the file of the Subordinate Court. The Appellant states in para 5th that the ground in fact was lying perfectly waste and may at any time have been occupied and Cultivated by the Moottadar" in reply to which the Respondent has observe, that the attempt of the Moottahdar to occupy the ground being the cause of this litigation, it is evident he could not at any time be allowed to do as he pleases as is also the assertion of the Appellant in para 4 a pure delusion, a Mere gratuitous assertion, the the levelling of the ground was done not solely by Government, but in Conjunction with the Appellant as neither directly or indirectly did the Appellant interfere in levelling the ground in question.

5. The special appellant in para 7 states that he proceeded to cultivate the land in dispute by Virtue of a Sunnud-i-Mulcut. Istimrar fortified by Regulations quoted, and argues that the Sunnud is the principal Instrument to substantiate his claim, and settle all disputes of similar natures as specified in Section III and IV Regulation XXV and Section XV Regulation XXX of 1802 and appeals to the decisions of former Judges of the Zillah of Salem in support of his claim. The Respondent submit that the cases alluded to in the decision quoted are not of the same description as that under litigation. Consequently cannot be adduced as precedents in favor of appellant's right. also Section III Regulation XXV of 1802 does not state that the Istimrar Sunnud alone is a sufficient deed to ensure the settlement of a similar nature to the present, the deed of assessment property only [illegible]

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distinguish it from any other Estate neither the lands included in the Estate, nor the lands reserved are so described in it, that the extent, locality &ca of what was granted or what reserved can be ascertained from internal evidence- In either case then whether the Moottahdar be the party, as in this instance, attempting to take possession, and set up a claim to what hitherto belonged to government or the Contrary, recourse must of necessity be had to similar evidence extrinsic of the deed to show what was comprised in any one of the Villages attached to the Estate, or to prove that the land in question was excluded from the Estate- Section III Regulation XXV of 1802 enjoins that in all Cases of disputed assessment reference shall be had to the Sunnuds and Cabooleats and Judgment shall be given by the Courts of Judicature in Conformity with the conditions under which the agreement may have been formed in each particular case therefore the Schedule called Toolooshut granted to the Moottahdar at the time of the Sale of the respective Moottahs is the principal deed to be referred to in the present instance. The land in dispute was never assessed Neither can it

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it be brought under the denomination of that of waste which can be brought under cultivation by the Mostahdar, as authorized by Regulation XXX of 1802, nor can it be argued from this regulation that the Government contemplated to extend the right of the Mostahdars over lands to which they had no right before, nor can the words all waste be found in it. The word waste is used indefinitely; the simple interpretation is that the waste lands included under the head of Paras and Amady Paras in the Schedule are referred to. On this subject the Special Respondent begs the Court to refer to the Rejoinder filed by Mr. Greig in O. S. No. 203 of 1841 of the file of the Zillah Court of Salem, and as the Appellant refers the documents he has annexed to his appeal "to avoid digression" the Respondent also requests the Court will be pleased to examine the Ayacut Accounts of the Village of Salem for the year Doarmooty. The account published prior to the sale of the Mootah on the 27th August 1802 shewing the quantity and description of lands which belonged to the purchaser

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respective Estates and other vouchers filed in the Zillah Court of Salem in the O. S. No. 203 of 1841.—

The Special Appellant

States in Para 9 that "his title to such ground has been only disputed in respect to 3 portions in one case by the Reverend Mr. Walton" &c. as that Gentleman who had possession of the land which the Appellant cites was unable to defend the cause, from want of proper information regarding the nature of the land in dispute, the decree was entered in favor of the Appellant and &c. therefore cannot be admitted as a precedent in this case; if it had been argued on its real merits, the result would probably have been otherwise.—

In reply to the allegation of Appellant in Para 12 of Special Appeal that Mr. Greig in forcibly depriving him of the ground in the first instance and 2dly in appealing from the Sub Judge's decree was acting in direct contravention &c. to Regulation XXX of 1802; it has been clearly shewn that the Appellant never had possession of the land so he could not be forcibly deprived of it. the Appellant attempted to set up a claim to the land which did not belong

belong to him; and which was very properly resisted, the decree was passed in favor of the Appellant in the Subordinate Court on an erroneous Judgment founded on a superficial knowledge of the case which the Subordinate Judge Mr. Story subsequently himself acknowledged and wished to retract (which is well known to the Special appellant) and gave another decision in Suit No. 274 of 1842 upholding his former opinion.—

7 The Special Respondent as stated in Para 13 of Special appeal that for the security of private property a Assessment was permanently fixed, at the same time begs to observe, the Swamuds and Caboolats were framed from the Ayacut, and detailed accounts of the Villages which should be by the Courts of Judicature regarded as the principal documents in all disputes regarding lands, boundaries &c between the Government and the proprietors of land.—

8. In this case the land in dispute comes expressly within the reservations specified in the Swamuds & Sittimirah, to simplify the execution

or reservation specified in the Register or Ayacut which is the basis of the Swamuds, the Respondent begs to observe, that the land denominated Perumbokie is expressly entered as excluded in the Register.— Mr. Greig claims the land because the Ground belonged to the Fort and Town of Salem, and because the Ayacut accounts do not exhibit the lands as belonging to the Mootah, and they were never claimed by the Original Mootahdar nor sold to the present. It was then, as it is still appropriated to the public use as the glacis of the Fort, and bathing place for Merchants Sandies— The Fort is still a Fort, tho' a portion of its walls have been levelled for the purpose stated, but if the whole were removed the right of Government and the Town to its site would not be affected.

The Respondent has enlarged more on this subject in para 7 of his appeal to the Sub Judge's decision in O. S. 203 of 1841.—

+ A. S. No. 19 of 1844

9 The Respondent in reply to para 18 of the appeal maintains that the Civil Judges decree in

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in favor of Government founded on the incontrovertible fact that the Fort lands in question do not fall under the description of waste lands alluded to in Section XV Regulation XXV of 1802 is substantially Correct. The Estimiram Summud does not exhibit the particulars of lands or their extent belonging to the Mootahs, these can be ascertained only with reference to the Pottoochittoo granted to the Mootahdar, an Extract of which accounts has been filed in the Court in the O. Suit in which the total quantity of lands attached to the 7 Villages Comprising the Salam Mootah is shewn, and the Respondent Confidently refers to these accounts, as fully and directly disproving that Perumbakr lands were included in the Appellants Estate.—

10 The Special Respondent freely accepts the proposition of the Appellant that the question is to be decided by the terms of the Sunnud i— mitted Istimiram and the Corresponding Cabooleats. The Sunnud Istimiram does not authorize the Appellant to carry on Cultivation

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on the land now under litigation.— He admits the liberal intentions of Government to induce land holders to extend Cultivation, there are waste lands, which were never brought under the plough in most, if not in all Mootahs, the Government intend that land holders should extend their Cultivation over such land, but not to induce Mootahdars to lay hold of property which decidedly belongs to Government. In one or two Cases when the Appellant has claimed rent for lands in his Mootah he was obliged to adhere strictly to the Jyacut accounts which he now

now says are inadmissible in
Consequence of their now provin
dis advantageous to him
and falsifying his claim
The Ayacut Survey Accou
made under the authori
and by order of the
Government are recog
zed in all Courts of
Judicature, as authentic
documents and these
accounts

accounts are precissely the evidence the Government specially provided for in Regulation XXIX of 1802 to meet disputes like the present one. As Regulation XXV secures the proprietors in their rights the former provides equally for the security of the rights, properly, and interests of other classes.—

11 12. By enabling the public Officers of Government and the Court of Judicature to obtain authentic information, and accounts / Vide Preamble / it establishes an Office of record in each Village / Section II / and provides that the appropriation of all the lands in the Village whether as arable, occupied for houses &c. the extent & and description of land exempted from Revenue &c. shall be shewn in this Register.—

12 13. The Special Respondent thinks that he has afforded sufficient elucidation regarding the Summud or deed of property and that it will not be necessary to recapitulate his arguments, but it is surprising that the Appellant having the Regulation XXIX of 1802 before him should say / Vide Appeal para 32 / "for they / the Government / expressly limit all reference to the Summuds and Cabooleats alone:" reference should be made to the Summud Istimirar the Respondent admits were demand made by Government above the amount of Permanent Assessment from the Mootahdar, or if Rist money were demanded from him at instalments not specified

specified in the Cabooleat, but in all cases of
dispute regarding the landed property, refer-
should be had to extrinsic documents as spe-
cified in Regulation XXIX of 1802, and to which
the Appellant should submit himself agree-
bly to Para 13 of the Cabooleat wherein he bo
himself in these words: "so long as I contin
to perform the above stipulations, and d
charge the duties of allegiance to the Br
Government. — Its Laws and Regulati
which I now solemnly engage to do" and fu
ther the Respondent begs to observe that this
not a Case disputi[ng] the conditions of
Estimiran Sunnuds, it is a dispute of the
boundary of the Mootah or for land reso
by Government for public purposes at t
time of the formation of Mootahs.

13th. The Special Respondent comes
that he has now met every argument
adduced by the Appellant and
to reply to each of the remaining
paras of the Appeal Plaint would only
be a repetition of what has been sa
already, he will therefore in conclusi
only would add an observation as to Para
37 and 38, in which it is stated that the
Civil

Civil Judge in his decree noticed that to
decide that the ground belonged to Appel-
lant might lead to nuisances which it is the
duty of the Magistrate to prevent and so might
defeat the object of Government, this quotation
is not given correctly, but that the Court
can refer to. It is there stated the Court does
not consider that Government ever relinquish-
ed possession or their right to the disposal
and control thereof for by so doing the object
of Government might be defeated and the
Inhabitants &c might be subjected to in-
conveniences and nuisances which it is
the duty of the Magistrate to prevent: such
a nuisance has presented itself, and the
Joint Magistrate had to interfere to abate
it, when a few months ago the Mootahdar
actually attempted to build a house in the
space between the trees of the avenue of the
public road not far from the ground which
is now under litigation. —

14 The respondent has the honor to
a disposition of the several arguments
urged by the Special [illegible]
litigious notice. In conclusion though
at the risk of repeating what has been
already stated in the present and previous
pleadings

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pleadings in this Case, he begs permission to lay
before the Court, in a succinct form the grounds
on which he intends to rest his answer to the
Appeal. He would th

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bond

From.

15. The Special respondent requ
the Court will on consideration of all th
former pleadings confirm the decision of th
Civil Court and direct that the Spec
al Appellant pay all Costs.-

(Signed) W. E. LockHart
Collector &c.

No. 3

Appeal Petition proposed to be filed in the Civil Court of Salem by W. E. LockHart Esqr. Appellant in Appeal No. 76, against Review of Judgment in O. S. No. 274 of 1842.-

1. The Original Judgement in this Case was given in favour of Defendant now Appellant against which the Plaintiff, Mootahdar of Salem, appealed, and it would appear that in conformity with instructions of the Civil Court and proceedings of the Sudr Adawlut, the Subordinate Court was required to revise the Judgment, when, without calling for further explanation from the parties, the Subordinate Judge so modified and altered the original decision, as to amount to in fact a reversal of it.- Dissatisfied with the said Review of Judgment the Appellant submits the following reasons in detail for being so.-

2. The merits of the Case having been fully argued in the Original Pleadings, the Appellant considers that it would be an unnecessary waste of time going over that same ground again, and would therefore beg the Court carefully to peruse the record already filed, and will now confine himself to reply to the observations which have

have rendered it incumbent on him to make the
Appeal; but, as it is remarked in Para 3 the
both parties have urged arguments in suppo
of their respective claims which cannot, after
attentive examination, be reasonably upheld
in case the Civil Court should be of the same
opinion, it will be advisable by way of prepa
to refer to our Laws as they existed on the for
mation of Mootahs and the relative posit
of a Mootahdar.—

According to the Custom of this
every other Country there are waste lands in
the vicinity of Towns, whether capable of
cultivated or not, set aside rent free
for public purposes, and belong to the Townsh
such as halting places for Merchants &
Bandies, Sites for Public Buildings, Comm
for grazing Cattle, where periodical Mar
are held &c in like manner, in conformity with
the universal usage, the British Govern
ment in making the Original Pymash &
Settlement of the Country, made similar re
servations of lands for the use of the Public,
for which no rent was ever demanded, and
which were not assessed - the lands now in
dispute are exactly of this description.
It was admitted by the Plaintiff before the

the Subordinate Court in O. S. No 274 of
1842, that they were included in the Lands spe
cially deducted at the time of the formation
of Mootahs, and if the Court will be pleased
to refer to the Jyacut Accounts of the Village
of Salem for the year Dooromady, the Ac
counts published prior to the sale of the
Mootah,

they will find
confirmation of that fact: and if the lands
were at that time excluded by Government
from the assessment and set
aside free of rent as belonging to the Town,
assuredly the Mootahdar succeeding to
certain ~~modified~~ the rights of Government

had not the least claim to these lands.
The Government could only make over to the
Mootahdar, what they considered their to
give, and allowing him the occupation of
these lands, would be a direct interference
with the rights of the Public. These lands
never paid rent to Government, nor did
Government concede to the Mootahdar
the right to collect any rent upon them,
nor

nor can the Mootahdar enter upon such lan
to cultivate them, as they

belong to the Village
Community or Township; and it was the duty
the Collector, as the Guardian of the Public
Interests, to prevent such an infringement
~~on~~ the Public Rights; and the Appellan
begs to call the Courts attention to the Pa
mash accounts above referred to, as evidenc
of the condition and occupancy of the land
immediately preceding the formation of the
Mootah, and on which the Sunnuds and
Cabooleats were framed, and which are the
principal documents to meet all disputes
of this nature.—

It is the recorded opinion of two
of the most enlightened Officers of Governme
thoroughly acquainted with the institu
tions of this Country, that a Mootahdar
was not ever "Lord of the waste" not exc
between the Mootahdar and the Go
vernment, but as between the Mootahda
and the Village Communities, to whom
and not to the Government, the waste
land belonged (see Vil Rs South of India
Vol: I: Page) his tenure is a new
creation

creation of a peculiar Kind, he is neither a
mere contractor for revenue, nor can he be com-
pared to a Landlord, or a Lord of the manor, &
but it consists in a portion of the rights of
the Government conceded to him, modified
by local usages, and limited by subordi-
nate rights as specially provided for in.—

Regulation XXIX of 1802
passed at the same time as Regulation
XXV of the same year: as the latter secures
the proprietors in their rights, the former pro-
vides equally for the security of the rights,
and property, and interests of other Class-
es, by enabling the Public Officers of
Government and the Courts of Judica-
ture to obtain authentic information
and accounts, it establishes an Office of
record in each Village (Sect II), and pro-
vides that the appropriation of all the
lands in the Village, whether as arable,
occupied for houses &c, shall be shewn
in this Register, and the bounds and land-
marks specified (Sect XI Clauses 1st and 2nd)
The Zyaeit Accounts which have
been already filed in this suit in this
Register, and to which the Respondent
should

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should submit himself according to the 13th Par
of his Cabooleat with the Government in
which he binds himself in these words: "
long as I continue to perform the above stip
lations and discharge the duties of alleg
ance to the British Government, its Laws
and Regulations which I now solemnly
engage to do" - in the case in dispute the Mo
tahdar, by attempting to encroach upon, and ap
propriate to his own profit Lands reserved
by Government rent free for public pur
poses at the time of the formation of S
Mootahs, - was evincing a disposition to
violate the above solemn conditions, and
his attempt was very properly resisted
by the Collector. - The Appellant
will admit, as advanced in the Revie
of Judgment, that on the formation
of the Mootah the Government relin
quished all proprietary right to the
land in Mootah in regard, or with a
view to Revenue; but they did not
abandon the ordinary rights of a Go
vernment to exercise their controll
over the occupation of immemorial &
waste

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waste lands such as these in dispute, in the vi
cinity of Towns, as are used for public purposes, and
which were for that purpose excluded
before the formation of Mootahs from a forfeiment
and which were never sold to the Mootahdar.
The Appellant admits the liberal construction,
put upon the Regulations, by Government to
induce land-holders to extend cultivation.
There are waste lands belonging to Mootahs
which have never been cultivated, in most, if
not in all Mootahs, the Government encourage
land-holders to extend their cultivation over
such lands, but do not encourage them to seize
upon lands which do not belong to them. The
Lands in question have been made use of for
the legitimate purposes to which Town lands
are usually appropriated, and it is the duty
of the Appellant as Guardian of the Public
Interests, and willing of the Town to see that they
are not infringed upon.

The Appellant begs to refer
the Court to the previous pleadings in this
Case, in which its merits have been fully
fully argued, and will therefore not add
more till he has occasion to reply to the
arguements the Respondent may advance and

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and solicits the Court to confirm the Original Decree.—

/Signed/ W. E. Lockhart
Collector.

To,

J. Pycroft Esquire
Secretary to the
Board of Revenue
Fort St George.

Sir,

From W. E. Lockhart Esqre
Collector Salem
With reference to my letter of the 31st Ultimo forwarding the answer which I propose to file in Special Appeal No 37 of 1847 on the file of the Sudr Edalut, I have the honor to forward a Copy of an extract from the proceedings of the Court under date the 3rd April, only received by to days post in which the Court grant a further period of only one Month from the date of their order to file the answer, I have therefore to request the instructions of the Board to enable me to file the Answer within that time.—

Salem District,
Daramjoory Collectors Cutcherry
14th April 1848

/Signed/ W. E. Lockhart
Collector

Extract

5945. Fort St George, 3rd April 1848.

No 1.

Extract from the Proceedings of the Sudder Udalut under date the 3rd April 1848.

In Appeal No 37 of 1847 on the file of the Sudder Udalut.

G. T. Fischer Esqre
Moatahdar of Salem.

Versus.

W. E. Lockhart Esqre
Collector of Salem.

Read Motion presented on the 1st March by Godam Moortoojah Vakeel on behalf of the Respondent in the foregoing Appeal. (Respondents Motion No 18 of 1848.)

Petitioner prays for a further extension of 4 Months to that already granted by the Court under date 29th November last, to enable the Respondent to file his Answer, it being necessary to obtain the sanction of the Board of Revenue for filing the same.—

2 The Court of Sudder Udalut resolve to inform the Petitioner that an extension of the duration requested cannot be granted, and that a further period of one Month only, from the date of this order, will be allowed to the Respondent; on the expiration of which, if no answer be filed, he must be declared ex parte.— Ordered that Extract from these proceedings be given to the Motioners Vakeel on his application.

/True Copy/
/Signed/ W. E. Lockhart
Collector

The

19th April.

Proceedings thereon.

(4-6)

The Board of Revenue observe that neither of the Drafts submitted by the Collector has been so drawn up as to be proper to be filed in Court in its present form. The Board have therefore modified both Drafts and resolve to transmit them as now revised to Mr Lockhart to the intent that they may be put in without delay.

It is remarked that the Government G. O. 29th November 1847. have already approved the proposal of the Board to proceed with the Appeal in Suit No. 274 of 1842. and that they are also aware of the Special Appeal No. 37 of 1847. The short period remaining within which the answer must be filed in the latter case, will not admit of the proposed draft being previously submitted to the Right Honorable the Governor in Council but the Board resolve to communicate an Extract from their proceedings to Government with the Original drafts containing their modifications in red ink in reference to the correspondence noted in the Margen and they trust that the measures which they have taken in the case will be approved.

Resolved that Copy of the foregoing Proceedings be submitted to Government and transcript of the same furnished for the information and guidance of the Collector of Salem.

At

Inform 29th Nov. 1847.
To Govt 22d Nov. 1847.
Extract Minutes Cons: 9th in Cons: 22d November 1847.
To Govt 30th Aug. 1847.
To Govt 9th in Cons: 22d Nov. 1847.
To Govt 22d Nov. 1847.
To Govt 29th in Cons: 29th Nov. 1847.

At a Meeting Present

Walter Elliot Esqr. Acting Senior Member.

Thursday 20th April 1848. } J. Maclean Esqr. Acting Second Member. and J. Goldingham Esqr. Acting Third Member.

Minutes of the last Meeting read and approved.

(7)

From the Offg Chief Secy to Government.

Read the following Extract from the Minutes of Consultation under date the 29th February 1848.

Read the following Letter.

To

The Chief Secretary to Government of Fort St. George.

Sir,

With advertence to my letter No. 1737 dated the 21st July 1846 forwarding a Code of Rules for regulating Leave of Absence and Allowances to Public Officers in India, not in the Covenanted service of the East India Company, I am directed to transmit to you to be laid before the Most Noble the Governor in Council, Copy of a Despatch No. 42 of 1847, dated the 15th December from the Honorable the Court of Directors, from which it will be seen that the Honorable Court have

5950 Fort St. George 20th April 1848.

To

The Chief Secretary to
Government.

(9-10)

Sir,

To the Chief Secry to Government

With reference to the concluding part of Extract from Minutes of Consultation dated 11th Instant No 375. I am directed by the Board of Revenue to state that Mr Rencontre's retirement will take effect from the 1st proximo from which date his pension should be made payable.

Revenue Board Office,
Fort St. George.
20th April 1848.

(Signed) T. Pycroft
Secretary

Read the following letter

To

5951 Fort St. George 20th April 1848.

To

T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

(11.)

Sir,

From the Collector of Bellary

With reference to your letter of the 6th Ultimo, and to the Extract from the Proceedings of the Board of Revenue dated 10th June 1847 - I have the honor to inform you, that in accordance with instructions issued at various times by the late Principal Collector Mr. Robertson in Fusly 1234, and subsequently regarding duties to be executed by Zilladars, I prepared a fresh and correct Hookoommamah in Fusly 1251, with additions which are required, and furnished a copy to each Karkoon for his guidance in the Month of September 1841. This together with a Translation is herein enclosed for the information of the Board.

Bellary District, Collrs Office on Circuit Ramundroog 7th April 1848

(Signed) A. Mellor
Collector

Translation of a revised Hookoommamah framed for the guidance of the Karkoons in the performance of their Revenue duties in the Bellary Division of the Cedid Districts to take effect from and after the - + +

+ Zilladars.

1. The + Karkoons of the respective Divisions of each Talook shall in every Karty or fortnight throughout the year call for accounts of rain fall from the several Kurnums in their range explanatory of the Dry land receiving moisture and of Tanks having

received

received supply of water and prepare therefrom the periodical statements according to the Established form and furnish the same to the Talook Cutcherry.-

2- When gutters and ravines are formed on the banks of Tanks by rain or by any excess of supply flowing over the bund, the Karkoons will immediately have them filled up by the Village as according to the Circular order in force.

3- Karkoons will take care that in every Village the Bara Balavalies, Neerguntees and Cuttoobadies do watch upon their respective Tank banks when water comes in, as soon as he receives information of any Tank leaking he shall immediately report the occurrance to the Tahsildar and proceed thither and exert himself so as to secure the Tank from danger or destruction.-

4- Every karkoon shall attend on the Tahsildar when the latter conducts the Cabooleat of the Villages and explain to him the circumstances of the Ryots as well as disputes if any exists among them.-

5- All karkoons shall continue to furnish every Month to the Talook Cutcherry the Beja-purava or account of sowing Seed (Kumbevar and Yanceenvar) prepared according to the established form with reference to the kurnums accounts, which must shew the portion of land actually sown out of the quantity taken by each Ryot.-

6- When the above accounts of Beja-purava or

+ Village Servants
* Watchmen

+ Sowing.-

are received from the Karanums, it is the duty of the Karkoon to find out whether all lands that should be sown during the period embraced in the account were regularly sown or not; and in case of his discovering that any such land is left waste, he shall immediately proceed to the Village and exert himself for its being sown, but if he is unable to prevail upon the Ryot in this respect he shall report the same to the Tahsildar.-

7- The Karkoon shall examine all fields under his range and when he proceeds upon this important duty he shall take with him the Potail, Kurnum and the Cultivators of the field and there, he shall explain to them how he makes the examination.-

8- The Karkoon shall enter every day in his Junkee Chittah or examination account the names of the persons who were present with him at the time of obtaining their counter: signature to it.-

9- Any Karkoon that is newly appointed to a Zillah (i-e one of the several Divisions of the Talook) may if he wished to get better information for himself in the first year proceed surveying all land number by number.-

10- The experienced Karkoon shall just pass ones the entire tracts whether cultivated or laid waste he shall only proceed to survey those Tracts partially sown and even in so doing it will suffice if he measured out the minor portion which ever it be, whether Cultivated or waste and then to find the major portion, to enter in the Chittah, both being the total extent of that number.-

11- If a number entered in a Ryots engagement contains Nutte or the shamilat Bunjer, that should be deducted at the Junmabundy, the Karkoon shall particularize the same accordingly in his Chittah† and at the same time if a Shamilat Bunjer is left waste he shall specify therein the reason why it is so left waste.

12- The Karkoon shall specify in his Chittah what quantity (out of a full or partial number which one or more number of Ryots respectively occupy) is sown and what is left waste with the cause thereof.-

13- Opposite to each hyde of land the Karkoon shall enter the name of the Grain &ca Cultivated it describing the crops of Kartic† and that sown in Vysack@

14- With regard to the Caboolaty Bunjer* he shall specify whether it is totally uncultivable or a Waste land reclaimed.-

15- To each he shall annex the name given in the Survey account whether it is Tarumsay, Layck Bunjer or shamilat Bunjer.-

16- Every Karkoon shall consider it his important duty to examine Rigud Cowle land, as well as Cowle exchitt land.- In his Junkee Chittah (Examination account) he shall exchibit what quantity is entirely retained, what partially reclaimed and what is not at all reclaimed during the last three years, and with all he shall enter an Estimate as to how many days work for a given number of workmen, it would occupy to root out the Nuttu of the partially reclaimed land excusing himself to have the nuttu inquisition removed and with reference to the

† Account-

† First Course-
@ Second Course

x Land laid waste out of what was engaged for.

** Cultivable at the time of Survey
@ Immemorial waste.

^ Black.

† Cleared.
* Partly cleared-

said account, he shall furnish the Talook Cutcherry with the statement of Pauck† and Neem* Pauck.-

17- Should (either in Circar or Enam lands) there be any Dry land converted into Garden or Wet or if a Garden converted into Wet, thro the aid of the water of a Tank, Nullah, Garesa Well &ca the Karkoon shall exhibit in his number Junkee Chittah@ the quantity so converted, in order that a Dect or rate of Assessment, may be fixed thereon and then furnish a separate account of it to the Tahsildar accompanied by the above Chittah.-

@ Field Excamination account-

18- If the water of a Tank or Nullah is diverted to Well lands which are entitled to one third remission it being usual to allow one fourth remission only when discovered, the Karkoon shall furnish a separate numberwar account of them.-

19- Refering to the excamination of a full number where one tenth of a number in Dry land and one twentieth in wet land is discovered to be below or above the quantity it should contain, the Karkoon shall not consider this trifling as a difference, but shall pass it on as if it were found to correspond with the survey account.-

20- The Karkoon shall excamine minutely into the Enam and explain in his Chittah whether it is cultivated by Enamdar himself or by any other individual.- In the latter case he shall describe whether the individual is a Circar Ryot or otherwise.- One who cultivates only the Enam and he shall charge in the account the Established Enam tuffeek† upon those who so Cultivate Sawa Enam.-

Account-

† a charge on Enam-

The

21. The forms No. 1 and 2 hereunto appendeds are to be adopted - The Karkoon shall use them respectively as number Junkee Chittah, and as comparative Statement shewing the difference between his (the Karkoons ajamaysha of Say and the Coolewar Chittah furnished by kurnums, and he shall accordingly prepare these Accounts and when he finishes with one Village will without loss of time forward them to the Talook Cutcherry proceeding with the nexct and so on -

+ Examination of actual Cultivation
© Individual account
© Do.

22. In order to check the Coolawar Chittah as rendered by the kurnums for the Settlement the Karkoons shall deliver with their signatures to the Hoozoor Cutcherry thro the Shamel of the Tahsildar, two lists (of those Villages they may have examined up to the time of the Settlement of the Jummabundy of their Talook) one shewing the excess of land sown above the quantity entered at the Caboolaty and the other exhibiting what quantity is left unsown out of that taken at the time - These two lists should exhibit numberwar * and Enamwar -

* by number individually -

23. The Karkoon shall examine well if the boundary stones fixed to every field at the Circar expence, are all forth - coming and when he finds any of them removed, he shall on enquiry find out the person who removed them and forward him to the Tahsildar inorder that he may be dealt with according to the Circular order in force -

+ Net.

24 - In + Jurry Villages, the Karkoons shall

where requisite proceed with their field examination twice a year i.e. once in Kartic season and another time in Vysack season -

25. The Karkoon shall commence his examination in due time and be furnished with a * Moujawar putty by the Tahsildar as authorized in the Circular order of the 27th August fusly 1214, by which he will be guided as to with what Village he should proceed to examine at first because all important Villages and + Takarar Villages should be done in the first instance and then with ordinary ones - The Karkoons shall exert themselves and finish their field examination before the commencement of the Jummabundy for where the field examination is not concluded by that time, the Hoozoor Cutcherry will have to proceed upon the kurnums account which may probably lead to error Viz. that any field actually sown may perhaps be entered as waste and vice versâ Villages of which the Jummabundy Settlement is made previous to the Vysack crop being sown, and those of which the field examination could not be made in due time must be examined after the Jummabundy and the Karkoon shall had over to the Tahsildar a list shewing what quantity of land was found in excess of that entered at the Jummabundy and then the Tahsildar shall state the same to the Hoozoor - But at all events it is not to be considered upon this

* Villagewar account
+ Villages where there is any dispute -

errand

errand, that the field examination is allowed even after the conclusion of the Settlement, and so, which ever Karkoon is found guilty of having neglected the field examination shall be punished.-

26. If any suppression of land is discovered by a Karkoon in any of the Villages he examined subsequently to the Summabundy, he shall wait for the Tahsildar's orders for him to collect the amount of that suppressed cultivation, and will not otherwise take upon himself to make the collection at once.-

27. The Karkoon shall personally visit every field to examine it- he who without such personal examination may enter in his account according to any one's dictation shall be punished.-

28. Karkoons shall severally be furnished with the Circular+ order (containing 8 articles) dated the 24th June of fusly 1249 together with the three forms therein specified to guide them in the course of their (Vasooli Mokabela) or examination of the Kurnums accounts with the receipts which each Ryot produce a Voucher to shew the amount of the Kists he has paid and they shall pay strict attention to them accordingly. He who possesses no Copy of the above orders shall obtain a one from the Tahsildar.-

+ Vide Enclosure

29. Whenever a Karkoon receives information that any Village officer has made an Extra Collection from Ryots he shall immediately report the circumstance for the orders of the Tahsildar.-

For

30. To prevent connivance on the part of the Potail and Kurnums in fraudulently suppressing any part of the Veesabady and Bagur Veesabady which comprise the Moturpha Revenue, the Karkoon shall previous to the Settlement of these branches, prepare, upon examination a list exhibiting the increase in the number of Merchants &c. above last year and furnish the same to the Tahsildar he shall also forward a Statment of herds or flocks of Sheep and Goats as well as of the number of Looms for the manufacture of Cloths and Cumblies, as compared with those that existed in last year.-

31. Whenever a Cultivator or Moturpha Ryot intends to quit his Village with his property or stock without discharging the Circar demand or making arrangement for the discharge of any balance, the Karkoon shall stop him and apply to the Tahsildar for orders how to proceed in the matter.-

32. In obedience to the Circular orders in force, Karkoons shall personally visit and examine the Government Plantation once in every three Months and furnish the Taluk Cutcherry with the usual accounts and the Karkoons shall cause the open spaces (of these plantations) to be ploughed once in Moongar+ and once in the Huigar season.- If they find any of them not properly taken care of they shall correct the evil and note the same in their diary called Shanel, reporting also to the

+ 1st Course
" 2d Do

Tahsildar

Tahsildar.-

† Diary- 33- The Karkoons shall continue as here= =tofore forwarding their †shamul once a fortnight.-

34- Every Karkoon shall obey the instruc= =tions of the Tahsildar in regard to the supplies for the use of Troops &c.-

35- The Karkoons shall in all public cs buildings keep correspondence in writing with the Tahsil= Field Examination- =dar either for number ©Tunkee or for public works and they are not to act upon verbal orders.-

36- Every Karkoon shall on the occasion of his removal or transfer from his Post deliver over the cs Records in his charge to his successor taking receipt in duplicate for the same - Of these he shall forward one to the Tahsildar, retaining the other with himself as a voucher.-

All Karkoons are hereby directed to give their implicit attention to the foregoing Hookoomnamah or instructions and whoever is proved on personal enquiry at the cs Summabundy to have been negligent in his duty shall be punished.-

(Signed) A: Mellor.
Collector-

Translation of a Circular order issued for the guidance of Karkoons in making the Vasool Mokabela dated 24th June fusly 1249.-

1- Three forms Nos 1 to 3 are herewith sent cs under the Seal of the Hoozoor for entering the Vasoolie cs Mokabela

©Comparison of Kurnams accounts with the Receipts of payments of Kists.-

Makabela- Of these Nos 1 and 2 are for Karkoons to prepare their accounts for the Talook Cutcherry and cs No 3 is the form according to which the firstmentioned accounts shall be reduced by the Tahsildar for trans= =mission to Hoozoor once every fortnight.-

2- As it is very probable, that almost all the kists of the several Villages would have been collected by the end of June, the Karkoons shall then finish their examina= +Collections- =tion of the †Vasooli of those Villages which have paid the kists, vide forms Nos 1 and 2, and forward them to the Talook Cutcherry, and they will be informed that for this purpose they are hereby allowed three Months from July to September inclusive.-

3- The Karkoons shall send in their cs accounts as above instructed, within the prescribed time, should any one fall in arrear in this respect, a person shall be ©Comparison- appointed to finish the ©Mookabela and be paid by stoppage from the Karkoons pay for the time of his (such additional Persons) Service, and moreover, his neglect shall be noticed.-

4- The following are the branches of cs ©Do Revenue for ©Vasooli Mokabela.-

1- Land Revenue vide Puttahs issued-
2- Subsequent Number Tunkee or suppressed Cultivation-
3- Sodee Vasoolie or Quit rent.-
4- Moturpha Revenue-
5- Refunds of Tuckavie-

It is probable that one or more of the above 5 branches may be found to appertain to one and the same Ryot, be this as it may; The form No 1 shall be used in entering individually every

Fort St. George 20th April 18

every Ryot, the aggregate Total demands again
and the particulars of that total as to what branch
Revenue it comprizes together with the payment m
every Kist.-

5.- The Karkoons shall themselves examin
Receipts obtained by Ryots respectively and counters
as a mark of their having seen them: whatever Recei
produced by any individual without the Karkoon's co
signature, shall be considered incorrect.-

6.- With regard to Gunchee or Partnersh
Puttahs it is probable, that instances may occur that
the sharers shall have to pay their shares separately to
Village headman, and these payments may have appear
already in his own individual Puttah.- It rem
with the Karkoon to enter every person who had
his shares thro' the Gunchedar+ with the account sep
opposite to his name in the Statement No. 1.-

7.- With regard to the Villages the Vasool
=bela of which may be closed previous to the receipt of this Or
the Tahsildars shall close their Statement No. 3 to the 15th of eac
present year and forward the same to Hoozoor and then from the
end of the Month and thenceforward shall continue to furnish the
=ment every fifteendays once.-

8.- It is to be understood that the Karkoons have no
to proceed with the Vasool Mokabela+ of those Villages which under
28 of the Sagovali Hookoomnamah lately circulated shall have been co
by the Revenue Officers who conduct the Cabooleats but shall proceed as
remaining Villages and the Vasool Mokabela of the first mentioned Vill
shall still be entered in the Statement No. 3.-

/ Signed / A: Miller
Collector

+ Partner.

+ Comparison.

+ Comparison.

+ Cultivation instruc=
=tion

+ Comparison.

11-12

Order thereon.

Fort St. George 20th April 1848.

Read the following letter.

13

To
T. Pycroft Esqre
Secretary to the Board of Revenue

From the Collector
of Cuddapah

Sir

Fort St. George

I have the honor to reply to Extract
from the Proceedings of the Board of Revenue dated 6th
September last having reference to my letter dated 16th
August reporting on Petition No. 977 of 1847, and to
state that I consider the claims of the Petitioner
Pedda Mundepaty Naidoo and Chinna Mundepaty
Naidoo deserving of every favorable consideration,
as the circumstances of the Zemindary of Bascapoorum
which reverted on the death of their Father to their
Uncle on the fixed Peishcush of Rupees 7000 per
Annum having been forfeited by the latter for
reasons represented in my letter above alluded to,
does not in my opinion render their claims as
sons of the late Zemindar and Members of the eldest
branch of the Family inadmissible as regards suc=
=cession to Pensions subsequently granted to the
several members of the Family as already de=
=tailed on the occurrence of lapses. The Pensions
of Rupees 59-1-0 granted to Purdapaty Naidoo
the Brother of Petitioners Grand Father and
that of Rupees 35- granted to their Uncle Mundee
Casava Naidoo both lapsed as far back as 1822 and the

pensions

3.

1844

Chamnamah
widow of Hendrik
Damon Schlatter
died on the 23d
of Oct. 1838

2. Catharina
died in January
1838.

3. Christian
married on the
13th of Feb.
1836.

Short Statement of George 20 of Oct. 1838.

Heirs of the latter Persons in the Cape Colony.

Among the four Families have united the Inheritance
one Fifth Part 4 - 10 - which is due
by Agreement to the Heirs on the Cape of Good Hope
Margin:

2.

The aforementioned Heirs
always been considered
made it appear that the
names of their male Issue
their Grand Uncle
with their relations

3.

In the Estate
Settlement
and to be equally
divided be-
tween them.

+

Heirs of the deceased Lewis
= tion Fidicom-
mitted in the
three Farms
and to be equally
divided be-
tween them.

Hendrik Lewis
Johannes
Petrus
Stephanus
Jacobus
Christina
Catharina
Elizabeth
Susanna
Margaretha
Maria
Magdalena

Ordered that the foregoing letter be submitted with the following address:-

13-14

To

The Chief Secretary to Government

To the Chief Sec.y to Govt.

Sir

I am directed by the Board of Revenue to submit for the consideration and orders of the Right Honorable the Governor in Council the accompanying correspondence which has passed between this Office and the Collector of Cuddapah relative to a claim preferred by Pedda Rundeputty Naidoo and China Nimdy putty Naidoo Surviving members of the Basavapoorum family to certain pensions which have lapsed to Government.-

Submitting correspondence with the Coll.r of Cuddapah on the subject of the claim advanced by Pedda Rundi=putty Naidoo and China Nimdy putty Naidoo Surviving members of the Basava=poorum family to certain pensions lapsed to Government on the death of their ances=tors, and for reasons stated supporting the Collector's proposal that a pension of Rupees 47 per Mensem be granted to be drawn in equal shares by the Petitioners during their lives.-

2. From Mr. Cochrane's reports it appears that the Basava poorum Samasthanum in his district was formerly held by Chinnappa Naidoo, father of the claimants, and passed at his death to his younger brother Nundi Casava Naidoo, subject to a Peishcush of 7,000 Rupees per Annum.- Shortly afterwards Nundi Casava Naidoo was suspected to have been concerned in certain turbulent proceedings of a factious Poligar, and fled to Hydrabad.- His estate was thereupon resumed.- Some time afterwards a pension of Rupees 59 per Mensem was granted to Surdapah Naidoo, an Uncle of the fugitive, and on the return of Nundi Casava Naidoo himself a pension of 35 Rupees per Annum was also granted

In Cons.n 4th Febry. 1811

granted to him under the sanction of Government dated 30th January 1811. to be held during good behaviour, and to be continued on this condition to his family after him.- On the death of this individual his pension was divided between his widows, and his three Aunts, the former receiving 21 Rupees and the latter Rupees 4- 8- 10 each. The widow and two of the other females have since died and their allowances have lapsed. The Surdapah Naidoo mentioned above also died in 1822; a pension of 30 Rs was recommended for his widow, but she refused to receive it, or any thing below the Amount enjoyed by her husband and proceeded to Hydrabad.- her name was therefore struck off the pension list.- It thus appears that of the pensions granted to the Basava poorum family, Amounting to Rupees 94, the sum of Rupees 4- 10- 8 per Mensem alone is now paid by Government.- The Petitioners, as the surviving Members of the Eldest Branch of the family, claim to succeed to all the lapsed pensions.-

3. In reply to a reference from this Office Mr. Cochrane states that in his opinion the application of the Petitioners is deserving of every favorable consideration, he states that the allowances of the Sullewar Poligars to which Class the Basava poorum family belongs, have always been considered hereditary and

and he recommends that one half the amount of the pension of 94 Rupees formerly drawn by the family or 47 Rupees should be continued to the Petitioners in equal portions, the share Rupees 4-10-8. enjoyed by Sagunmah their surviving relatives being resumed on her death.

4. The Board do not consider it advisable that persons situated as the Petitioners should be allowed to fall at once into a state of poverty and discontent in which their immediate ancestors have recently been in the enjoyment of wealth and influence. On this ground and because the claims of the family have also been deemed by Government to merit consideration in the instances of the Father and Uncles of the present applicants, they beg to support the proposal of the Collector that a pension to the Amount of Rupees 47 per Mensem be conferred on the Petitioners to be drawn by them in equal shares, each share to lapse on the death of the respective holders.

Revenue Board Office
Fort St. George 20th April 1848.

Signed / J. Pycroft
Secretary

15

Read report on the Settlement of the Extra Sources of Revenue in the District of North Arcot for Fusly 1256. furnished by the Acting Collector under date the 18th October last.

Inform. 25th Oct. 1847.

Proceeding thereon. 1.

Relative to the Management of

From the Abstract I compare the

of the Extra Sources of Revenue in the District of North Arcot for Fusly 1256.

Statement appended to the 2nd Para of the report it appears that the demand of Fusly 1256 amounted to Rupees 155136-6-11. being below the demand of the year preceding by Rupees 78,640-12-8 the result of an aggregate decrease of Rupees 76,158-10-2 from all the items composing the Extra Sources of Revenue in North Arcot with the exception of Stamps in which there was a small excess of Rupees 517-13-6.

Rs. A. P.
1253- 233777- 3-7

Salt- 2. In the revenue derived from Salt there was a falling off of Rupees 19506-2-5 being about 65 per Cent on the sale amount of the preceding year and 70 per Cent on that of Fusly 1254 which appears to have arisen from the less re= =sort of traders to the pans in the District from Cuddapah Bellary and Mysore.

Sales of Salt-
1255 — 29998-8-4
1256 — 10492-5-7
19506-2-5.
1254 — 27711-12-4

Adkarry 3. The great item of decrease was the falling off in the Adkarry Branch which yielded a revenue below that

1255 — 144900-
1256 — 90200
54700

obtained from the same source in Fusly 1255 of Rupees 54700 and below Fusly 1254 by Rupees 38,850 which latter year however it may be observed was considerably

Average Revenue 102841-1-6- higher in its demand than the average of the previous 10 years. The causes for this large depression in the offers for the Farm appear to have arisen chiefly from the high price of grain and conse= =quent inability on the part of the great

mass

mass of the people to indulge in the use of fermented liquors.

Small Farms and Licences

4. There was a decrease of Rupees 3878-7-2 from this source the greater part of which was caused by the nature of the season rendering the Fish rents less productive than in the previous year. The remaining decrease was caused by a temporary discontinuance of the rent for Chunam Shells.

Decrease in Fish rent 8,428-7-2

Chunam Shells Decrease 480.

Stamps.

5. The increase of Rupees 517-13-6 in the receipts from the sale of Stamped papers is = gnizes no remarks having resulted from the usual fluctuations to which this item is subject.

Moturpha

6. The Moturpha Demand exhibits a net decrease of Rupees 796-13-9 the aggregate result of a depression in each item without a trifling exception. The Collector traces the decrease to the high price of grain and to the local looms Manufactures being superceded and undersold by imported European Cloths.

Warehouses

Sea Customs

7. The Sea Customs present the no important decrease of Rupees 277-2-10 the item itself being merely nominal in this district, the receipts falling considerably below the necessary Charges of the Establishment.

Receipts		81-9-11
Charges		528-0-0
Excess of Charge		1,43-6-1

Total

8. Of the total demand the Current

collections amounted to Rupees 152047-4-8 leaving a balance at the close of the Fusly of Rupees 3089-2-3 subsequently reduced to Rupees 2256-1-6. The gross receipts including the realization of Arrears more Rupees 175142-4-8 subject to a Charge for all items of 2820-6-8 which call for no remarks being the usual and ordinary disbursement. Thus giving a Net Revenue of Rupees 172321-14- which sum fell below the Net Revenue of 1255 by Rupees 49355-9-6.

Net Revenue 1255—2,21677-7-6.

9. With respect to the Balance of Current Revenue due at the close of the report the Collector explains that it is composed of a recoverable demand of Rupees 50-9-10 in course of adjustment and of Rupees 2205-7-8 being an abatement of rent to which the Ahkarry renter is entitled under the terms of his Agreement and for the remission of which the Board solicit the usual sanction of Government.

10. It is satisfactory to observe that there are no items of old arrears outstanding on account of the Extra Sources of Revenue in the District of North Arcot the whole having been adjusted before the close of Fusly 1256.

Ordered that a Copy of the foregoing Extract from the Board's Proceedings with the annexed Comparative Statement of the Collections Charges and Net Revenue be submitted to Government and a transcript of the same be forwarded to the Collector of North Arcot for his information and guidance.

North

Familia -

Cuenta Corriente

Saldamos en fin de Enero 12 ± Italy

12	947	12	"	13	165	9	6

Fort St. George 20th April 1848.

Read the following letter.-

(16)

To,
J. Pycroft Esqre
Secretary to the
Board of Revenue.
Fort St. George

From the Sr. Collr. of North Arcot

Sir,

Para 1. I have the honor to acknowledge the receipt of the Boards' Proceedings dated 13th September last in which they desire to know by whom the charges were investigated on which Ramanujah Meeraiyan Monigar and Moonsiff of Tellagoonda Sapully &c. Villages in the Permissory Taloock were deprived of his Monigarship and what enquiries have been made into the accusations previously brought by him against the Curnum and Tahsildar.-

Reports upon the accompanying Petition No. 145 of 1848 from Ramanujah Meeraiyan Monigar and Moonsiff of Tellagoonda &c. Villages in the Permissory Taloock.-

Petition No. 1457 of 1847 herewith returned.

2. The petitioner since the year 1839 and his father for some years before had constantly preferred Complaints of Malversation against the Curnum and his father and brother. The Tahsildar was not included therein and they were as usual referred for his investigation and report. The Taloock has been of late years Chiefly in charge of the Head Assistant and has in consequence frequently changed hands and the Tahsildar's negligence has

Ramanujah Meeraiyan Monigar and Moonsiff of Tellagoonda Sapully &c. Villages in the Permissory Taloock fully subject to the Punnaiyar Taloock was deprived of his Monigarships and what enquiries have been made into the accusations previously brought by him against the Curnum and Tahsildar.-

Fort St. George 20th April 1848.

has thus in a great measure escaped notice - though his report on the several complaints has been repeatedly called for.- In the mean time he in the Month of June 1846. in his capacity of head of Police forwarded a petty Police case supported by depositions of witnesses against the petitioner. The charge appeared to be clearly made out and the Petitioner was fined two Rupees and cautioned to be more careful in regard to his conduct in future.-

3. Another charge of nearly the same kind, slander and assault was sent up in November of the same year upon which the Petitioner was fined 10 Rupees and again admonished.-

4. In March 1847 a third charge was sent up by the Head of Police, preferred by the same family as the first charge to the effect - that the petitioner had abused, ill treated and beaten a female of the family with a stick and the evidence appearing sufficiently he was thereupon dismissed from his office.-

5. After his dismissal the Petitioner in August 1847 brought forward fresh charges against the Curnum associating also the Tahsildar in the accusation and stating as regards his former charges that he had forgotten them.- Under the above circumstances I did not attach

Fort St. George 20th April 1848.—

attach much credit to the Petitioner's complaints. However proceeded myself to investigate them, considerable difficulty has been experienced in procuring the attendances of the evidence named by the Petitioner. The enquiry has been delayed in consequence and the investigation of the whole of the charges amounting to nine in number has not yet been entirely completed.—

6- From such enquiry as has been been made there appears little doubt of the guilt of the Curnum and of the connivance of the Shasildar at his delinquencies.— The Shasildar it appears on making the inspection of the Village forwarded no report of the delinquencies which it is admitted he then discovered, and when called upon to explain, it appeared that several sums the payment of which had been evaded were merely included in the Levy Summah, no account of which was forwarded, as up to the time in question— The Board are aware, no regular accounts were rendered of this item of Revenue; but no steps whatever seem to have been taken to collect the same.— An

To Board 23d October 1847 No. 1414.—

Fort St. George 20th April 1848

7- On the completion of the enquiry regarding the conduct of the Curnum and Shasildar the result will necessarily be reported to the Board in due course but in the mean time the whole conduct of the Shasildar being so culpable in this matter and there being so much reason to suspect that he must have been strongly biased against the Petitioner I should wish my decision in his case to be cancelled, that the fines may be at once restored to his Office.— he returned and he may

North Arcot ----
Collector's Circuit Cutcherry
Publicat 15th March 1848.

Signed C. B. Lovell
Actg Coll.r

Ike

5977 Fort St. George 20th April 1848.

Resolution thereon.— The Board of Revenue

16-17

will defer passing any orders upon

the case of the Petitioner in

Petition No. 1457 of 1847 until they re-

=ceive the report promised by

the Acting Collector regarding

the conduct of the Shasildar

and Curnum, which they

hope will be submitted to them

at an early date.—

Read the following letter.

To

J. Pycroft Esquire

Secretary to the

Board of Revenue

Fort St. George.

5978 Fort St. George 20th April 1848.

18

Sir,

I have the honor to

From the Coll.r of Salem.— Para 1.— inform you that in obedience to the in-

=struction of the Board in their proceedings

dated 18th November 1847 the fine imposed

upon Timmapien of Rupees 200 under

the provisions of Regulation IX of 1822 e-

=gave me no discretionary authority to with-

=hold it pending the investigation of the

Statements in his appeal petition.—

I have now the honor to e-

2. forward the Original record of the enquiry

held by Mr. Dykes and his Yadast regard-

=ing the allegation in the appeal and I think

on their perusal the Board may perhaps change

their opinion as to the innocence of the

Appellant and his conduct in the e-

transaction, at all events it has quite

confirmed me in my original opinion of the case.—

From the 3d para of the e-

3. Board's

States that in obedience to the instructions of the Board the fine imposed upon Timmapien of Rs. 200 have been refunded to him and forwards the Original records of the enquiry held by Mr. Dykes and his Yadast regarding the allegation in the appeal.—

Board's proceedings it would seem that they were of opinion that my suspicion as to the correctness of Timmapien's statement as to the Nadar Ryots was the cause of the Tahsildar of Dharumpoory being deputed to take charge of his Talook, but if the Board would refer to the 3d para of my letter of the 30th August and Memoran=dum of Mr. Dykes there referred to they will observe that other more cogent reasons induced me to change him to the Kistnagherry Talook.-

4. The records which accom=panied Mr. Dyke's letter of the 12th December 1847 will be forwarded to the Board under a separate cover but I allude to them here as I think the disclosure thereon elicited, as to the extensive works and cultivation at Buttaiurtty under the immediate Superintendence of Timma=pien may be taken both as direct and collateral evidence that he might have been improperly influenced in Misrepre=senting the condition of the ryots in that neighbourhood, at all events the record now enclosed clearly shew that in most of the cases he had done so, and

I would

I would particularly refer the Board to the discrepancies of the appeal Petitioner in his deposition before my Head Assistant.-

5. A translation of all Mr. Dykes's Yadaast is enclosed I do not suppose the Board will require that the entire record should be translated.-

Salem Zillah,---
Raizepoor---
Collector's Office,---
23d February 1848.-

(Signed) W. E. Lockhart
Collector.-

No. 1.-

Translation of a Yadaast from the Acting Head Assistant Collector to the Hoozzoor Cutcherry of the Collector in the Zillah of Salem No. 67.-

Para. 1. The Yadast from the Huzzoor Cutcherry dated 27th September last forwarding copy of the appeal Petition to the Board presented by Timmapiah Tahsildar of Kistnagherry Talook directing me to enquire into the allegations thereon contain=ed and the Yadasts &c on the same subject subsequently sent, have been received and I proceeded to Dotengara where I caused the attendance of the parties Viz. Appeal Petitioner, Dobaladadyem Sasheghery Row, Tahsildar of Tengaracottay Sasheghery

Sashegherry Iyen, Curnum of the Village of Ganapaddyputty and others and instituting an enquiry- The proceedings held in the case are herewith forwarded with a list.-

2. The result of my enquiry is as follows- In the 1st and 2d Paras of the appeal Petition it is stated that a division had long ago taken place between Sashagherry Iyen Curnum of Ganapuddy putty and his brothers Vengatta coopien, Soobien &c. that live as separate families, that Vengatta coopien alias Coopien and Soobien are Naudaur Ryots; and that the balance due by them for fusly 1255 Rupees 51-12-8 together with Rupees 4-10-11 due by Eddamoottoobyen Teertagherry 2 and Para Vaidem 3, entered under the head of Naudaur in the Village of the said Curnum, making Rupees 56-7-7 and Rupees 6-2-5 due by Chenna Kistnien &c. for the same fusly entered under the head of recoverable balance in all Rupees 62-10-a was given by the above Curnum in liquidation of the balance of the collection made for fusly 1256- frightened at the annoyance caused by sashagherry Row

Row the Tahsildar.-

3. In support of this sashagherry Iyen the Curnum has stated some circumstances.-

4. On examining the Tahsildar (Sashagherry Row) he states that the Curnum Sashagherry Iyen and his brothers indiscriminately enjoy the produce of their lands, that each of them (agreeably to their private engagement) have a share in the allowance granted to the Curnum divided- on Villages attached to the same Merasy- that Edda Mootoobyee &c. are their partners and their own people, that for formality's sake the lands are entered in their names in the Puttahs that they are not Naudaur Ryots that when the balance of fusly 1255 was demanded from them they agreed to pay the above sum of Rupees 62-10-a by 2 Instalments in consequence of their (the brothers) living together, that the Curnum Sashien and his brother Vengatta coopien executed a Moochilkah to this effect in the Month of December 1846, that they accordingly paid up the balance and that he (Sashagherry Row) never told the Curnum to pay up the balance from

Fort St. George 20th April 1848.-

from the collection of fusly 1256. All the witnesses on the part of the appeal Petitioner and Curnum sashien state that division between the Curnum and his brothers has been made and that sashagherry Row has directed the Curnum to pay up the balance of fusly 1255 from the collection made for fusly 1256.- yet on examining the agreement and the bond produced by the Curnum Sashagherry I yen saying that the former was regarding the division passed previous to fusly 1256.- and the latter subsequently in the year Parabavah I find that these documents are written in small pieces of unstampt paper without shewing any condition or particulars of the division made and the date month and year together with the attestation of witness are also omitted. This mode of passing agreement of division is no where observed. If these are genuine the Curnum would not have (without making any objection) given a Moochilka stating that he himself will liquidate the balance due by him and his brothers for fusly 1254, and if the agreement of division was actually passed on

Fort St. George 20th April 1848.-

on the 11th Chittery of the year Parabavah corresponding with 22d April 1846 he would not have subsequently on the 22d December of the same year have given a Moochilka agreeing to pay the balance due by his brothers and himself for fusly 1255 without mentioning any thing regarding the division in question and further he would not have paid it accordingly under these circumstances I am led to think that the documents were afterwards fabricated for the support of the appeal Petitioner's case. Besids the Appeal Petitioner states that he collected the balance Rupees 56-12-0 that was due by them for fusly 1254, but on examining the accounts it is found that Rupees 32-15-8- were collected by Ramakristniah the former Tahsildar and that the remainder Rupees 23-12-4 was only collected by him. In the account of balance for fusly 1254, a remark is made shewing that the above Curnum gave a Moochelka agreeing to pay the balance due by his brothers also with that of his own- If the Appeal Petitioner had examined the account of the past year and its remarks and proper measures for its recovery had been taken the balances in question would have been collected by him also,

also, as it was done now by Sashagherry Row, but without doing this he entered them as Naudaers, stating that a division has taken place between them, this infers that he has wilfully done this. There are great discrepancies in the reasons assigned by the Appeal Petitioner regarding this in his deposition.-

5.

On examination it was found that Eddo Moottoobyee Seertaghery and Paravaden against whom there was a balance of Rupees 4-10-11 for fusly 1255 were only nominal puttahdars for this balance as also for the balance Rupees 6-2-- due by Chenna Ristnien one of the brothers of the said Curnum and others entered under the Head recoverable balance the Curnum made himself responsible and for the total balance Rupees 62-10-- The Tahsildar Sashagherry Row says he gave a Moochelkah on the 22d December 1846, which being now produced it is clear that the Curnum himself liquidated this balance as it was due by his own people. consequently it was very improper in the appeal Petitioner to have entered them under the head of Naudaer.-

6- Tho' it is stated by the witnesses that Sashagherry Row the Tahsildar had ordered the above balance Rupees 62-10-- to be liquidated from the Collections of fusly 1256. if he the Tahsildar did so, it should have been entered in Fundul Ersulnamah Accounts sent to the Circar, but on the contrary it is entered in the said Accounts that that sum was deducted on account of the Salary of the Curnum, but in the Booke of individual collection and balance which is retained in the Curnum's own Duftar it is entered under every Heist that the collection was carried towards the balance of fusly 1255. this entry does not bear any signature of the Talooke Officers. Hee the Curnum has no written voucher from the Tahsildar to shew that he gave such orders. The above booke of collection is always retained in possession of the Curnum in his own Duftar, it is not inspected in the Talooke nor bears the signatures of the Talooke servants, consequently it is apparent that the Curnum brought forward these allegations in order to extricate himself from the charge of his having appropriated the

the collection of fusly 1256 to liquidate the balance of fusly 1255 and to favor the views of the appeal Petitioner. Therefore no credit can be attached to the State=ment made regarding the orders given by the Tahsildar to the above effect and his having been kept under custody and annoyed.-

7. In para 3d. of the appeal Petition it is stated that of the balance Rupees 1 due on account of Moturpha by Cooroobarahully Cora gungun Rupees 3-15-8. due by Pedda Samoodrum Paroo=maaloo Rupees 7-4-11. due by Machary Nullaun annas 4-9. due by Obalynaicken putty Corracolunday. in all Rupees 12-9. due in one Tarujf for fusly 1254. Rupee 1 due by Corra Gungun was not collected from the defaulter himself but from the Curnum and Curradar of the Village that when the balance Rupees 11-4-7 due by Permaloo and Machary Nulladun was not recovered Sashagherry Row the Tahsildar sent a Takeed to the Carcoon as if it was actually recovered directing him to release their property that was under attachment that after its

its release the balance was remburseed from the Collection of May First of fusly 1256. and that the balance annas 4-9. due by Coracolunday was not recovered until the 25th July of fusly 1257.-

When Sashagherry Row the

8. Tahsildar was questioned regarding this he states that as the Moturpha balance is to be collected by the Curradar and Curnum they (the Curradar and Curnum) were asked regarding the Moturpha balance Rupee 1 that was due by Cora Gungun-that they accordingly paid it; that in con=sequence of his having been informed by the Village Curnum that the balance Ru=pees 11-4-7 due by Paroomaloo and Machary Nullaun was recovered by him and kept in his own posession. he (the Tahsildar) sent a Takeed to the Harkoon to release their property. that at the time of the settlement of Fusly 1256 the Huzzoor Sheristadars finding in the entry made in the accounts that that balance was collected and carried to account of the said fusly (1256) they directed by their remarks=that out of the collection of fusly 1256 that amount should be carried

towards

towards the balance of fusly 1255 that when he went to Bangalore on leave the Talook Seristadar carried the said amount from the collection of the May Kist of fusly 1256 towards the balance of fusly 1255 that the balance annas 4-9. was not recovered from Coracolunday but the Curnum verbally informed him that it was recovered, and that it was by a Mistake carried to account as recovered by the Goomastah who prepared the account.-

9. The balance of Cora Gangum Rupee 1. the Curnum and Carradar of the Village state was strictly demanded from them by the Tahsildar and consequently they were induced to pay it at half a Rupee each from their own funds.

10. The Curnum states that the balance due by Machary Nullaun and Peroomaul was never recovered. From the Vouchers connected with the case it appears that it is customary that Curnums and Carradars should collect and send any Moturpha balance that may be outstanding as they did,

did they (the Curnum and Carradar) did not collect this balance it was demanded from them and upon which it appears that they paid it. The Tahsildar in his subsequent Arzee No. 228 regarding the balance Rupees 11-4-7 that stood against Peddasamoodrum Peroomaulas and Machary Nullaun states that in consequence of the balance Rupees 11-4-7 that stood against Peroomaul of Peddasamoodrum and Machary Nullaun for fusly 1255 having been reimbursed from the collection of May Kist. the Curnum Ramasawmyea granted him a Moochilkah promising to pay this balance as also the balance outstanding for fusly 1256 that he (the Curnum) agreeably to which paid up a great portion and the remainder (the above balance Rupees Eleven and odd) was also afterwards paid and that he now has given a false deposition that the above balance of fusly 1255 was never recovered. The Moochilkah above alluded to is not there at present. A written order was first issued to attach the property on account of the above balance Rupees 11-4-7- in the same

Same manner a written report ought to have been received regarding its recovery together with money before the Tahsildar issuing any order to release the property from attachment but instead of acting so he (the Tahsildar has assigned or written that he, upon the verbal report of the Curnum has entered the balance that was not recovered in the accounts sent to the Hoozzoor under the Head of the balance recovered. He further has entered in the accounts sent to the Huzzoor the balance annas 4-9- yet due by Coorae Colundy as actually recovered. These together with the deposition given by the Tahsildar Sashagherry Row tend to shew his (Sashagherry Row's) wrong act and remissness.-

11. In Para 4 of the appeal Petition it is stated that of the Naudaur balance Rupees 20-6-1- in the Village of Aulanpoorum for fusly 1255 Rupees 18-14-5- were realized from the produce of the respective defaulters lands for fusly 1256 and that the balance Rupees 1-7-8 due by Pullepatty Vengaiaramaniachaury was not recovered but was entered as

as actually recovered.-

12. The Tahsildar Sashagherry Row states that orders were sent to the Curnum Carradar and Karkoon to collect and remit to the Talook the above balance of Rupees 18-14-5- that they accordingly Collected and sent it, that the Curnum verbally reported that the balance Rupees 1-7-8- due by Pullipatty Vengata-ramanacharry was collected, that upon this report without properly taking notice whether it was collected and received, it was erroneously entered in the account as actually recovered, and that it was never recovered.-

13. The Village Curnum Soobroyen states that the above balance Rupees 1-7-8- was not recovered; that the balance Rupees 1-9-11- paid by Ramachendra Iyen was procured by him by begging; that Para Palany paid his balance Rupees 1- by engaging himself as a Servant under an individual, that the balance due for fusly 1255 by

Listmen Rupees — 2-10-0

Cullyen — 0 — 4-4-3-

Samyen — 0 — 8-14-3 was paid from

from the produce of their lands for Fusly 1257
14. Altho' it is thus stated yet
it appears that some of the above de-
-faulters Vizt. Ramachendra Iyen, Cullien
sashien, and Samien have saleable landed
property that they are not Naudaurs, that
the balance from them was collected by
the endeavours used by Sashagherry Row-
and that the balance of Kistnien Rupees
2-10-0 was liquidated from the produce of
his land, Para Palany admits that he
himself paid his balance thro' the Cur-
-radar, the individual being Paria by
caste it is quite natural with him to
serve under any one. The balance Ru-
-pees 1-7-8. due by Vengataramanachary
of Pulleputty, tho' not recovered, Sasha-
-gherry Row entered in the account
as actually recovered, this is certain-
-ly very wrong in him. With the
exception of the above individual
all others mentioned in the appeal
Petition do not appear to be
Naudaur Ryots.-

15. In the 5th. Para of the
appeal Petition it is stated that the
balance Rupees 8-2-8. due by the under
-mentioned individuals were not
collected

collected from them, but from the Curnadars
and Curnums of their respective Villages

	R. a. P.
Moturpha balance due by Parata in the Boottungard Division	0 8 0
Do. due by Para Savootaun of Coc-doomyan putty in the Achalavady division	1 4 8
Do. Para Conracalattoo Mauny and 3 persons in the Moottah of Commainulloor	4 8 0

16. The Tahsildar Sashegherry
Row state that it is customary that in
the event of any of the defaulters of the
above description be dead or deserted or
reduced in circumstances it should be
brought to the notice of the Curnum,
community of the Village should be
held responsible or recover the balance
from the defaulters that as the Curnums
and Curradars did not do so, the balance
was demanded from them and that they
accordingly collected and sent it-

17- Curnum of the Achal-
-vady Division deposed that of
the balances due by Savootah
one Rupee was paid promising
that the remainder will af-
terwards be liquidated and that it

was

was accordingly done. The remaining balance Rupees 6-14- the Curnums and Carradars of the respective Villages state was paid from their own fund from this it appears that they have been instigated to assert that the balance was paid from their own fund, it could not now be ascertained whether the defaulters were present or not at the time of Collection and whether they paid their balance or not.

18- The appeal Petitioner in the 6th Para of his appeal Petition states that the defaulter Soobbarayen of Mookereddy putty paid his balance by Mortgaging his landed property but Sashagherry Row states that the said defaulter is the servant of the appeal Petitioner, that he has saleable landed property containing Mango and tamarind trees that yield a produce and that agreeably to the Takeed sent to the Harkoons he [illegible] the Harkoon collected the balance from him.

19- Altho it is proved that the defaulters mortgaged his landed property, yet his land contains various trees that yield a profit and

and that it is saleable property. The appeal Petitioner admits that the defaulter in question was engaged as a paid servant under him at Pistnagherry. His balance for-fusly 1256 also appears to have been liquidated consequently he should not be considered as a Vaudaur Ryot, altho it could not be ascertained whether he was employed under the appeal Petitioner previous to his being entered as Vaudaur Ryot, yet it shewn that he followed the appeal Petitioner to Pistnagherry when removed from Tengracottah. This infers that the appeal Petitioner entered him as a Vaudaur Ryot thro' partiality owing to his having been acquainted with him before that period.

20- In the 7th Para of the appeal Petition it is stated that after the death of a Vaudaur defaulter called Puttoo Koonumputty Sutchu-armana Mookem, the balance Annas 13-1 that was due by him was recovered from his son Sutchoomum who, by the pressure of the Harkoon agreeably to the orders of the Tahsildar, was induced to bring wood and sell it to liquidate it.

21- Sashagherry Row states that being informed

informed that the deceased left a Son, the Son was required to pay the balance and that it was accordingly collected by the Parkoon and Carnadar, the Sashagherry Row further urges that tho' endeavours in various ways may be made to collect a balance these would not entitle the defaulter the denomination of Naudaur. It appears to be quite correct.

22. In para 8 of the appeal Petition it is stated that of the balance Rupees 15-13-2 that stood against Munjavady Naraseen in 3 Villages who was entered as Naudaur Ryot and who subsequently died Rupees 14-14-10 the amount of the Puttah in his own name were deducted from the Sammahlundy and that the remaining Annas 14-4 balance in the Munjavady Village was not recovered from him but from the Joint Puttahdar.

23. This balance was properly collected as the Joint Puttahdar is responsible for the balance due by his deceased partner.

24. In Paragh of the appeal Petition the Petitioner states that the balance Rupees 2-13-10 due by Ramachendra Iyen of Byamattiem Village was

was paid by him by begging in the Country.

25. Sashagherry Row states that the said defaulter has a landed property, that he is a Telogoo Poet who is in the habit of begging also and that upon a strict demand made on account of the balance it was paid up by him. This is also correct.

26. Of the balance above alluded to the balance Rupees 13-1-0 mentioned in the 3d Para due by the undermentioned individuals Vizt.

	A d P
Peroomauloo of Peddapoor Moodrum and Nallaum of Maicharry	11-4-7
Cora Columday	0-4-9
Pongalaramanadien of Pallichutty	1-7-8
	13-1-0

was not recovered nor was any written communication received regarding its recovery while it was so, the Tahsildar Sashagherry Row entered it in the account as was actually recovered and reported the same to the Buzzaar by an urzee. On enquiry he stated some inadmissable and frevolous subjects which tend to shew either his ignorance in the duties or his fault in making a false entry in the accounts. On enquiring into the case

of

of Sashagherry Iyen the Curnum who state that a deposition regarding Duestoo Bow Ree, was extorted from him in an objectionable place it is found that instead of taking deposition in open Cutcherry in the presence of Witnesses and obtaining the Signature of the Curnum and witnesses thereto, as represented by the Tahsildar agreeably to the regulations the deposition was taken at the Choultry in the appeal Petitioners Garden at Bottlungarry in the absence of witness that after his coming to the Cutcherry the signature of the Witnesses was obtained to it-

27. The Book of Collections have never been agreeably to the orders from the Buzgoor inspected in this Talook and from want of such inspection many irregularities are taking place-

28- Sashagherry Bow the Tahsildar should be visited with punishment as the Collector thinks proper, for all the mischievous acts he is carrying on. With the exception of the above stated circumstances all other-

other allegations contained in the appeal Petition are not proved. all the the enquiry was conducted until the 3d December 1847 yet the presence of the Curnum Sashagherry Iyen with the accounts was required in the Buzgoor in order to examine the accounts whether the balance of fusly 1254 was collected in fusly 1255, the Tahsildar Sashagherry Row was verbally and subsequently by Takeed directed to despatch the Curnum to the Buzgoor but he did not forward him before the 7th Instant consequently the enquiry was concluded on the 8th Instant, after this date the Yandast was prepared with reference to the proceedings held in the case and forwarded on this date-

29- The Moochilkah taken from the Curnum Ramasamyen mentioned in the 3d Para regarding the balance of fusly 1256 is lodged in the Collectors Cutcherry which can be referred to when required-

C Scott
15th January 1848

/ Signed J. W. Dykes
Jr. W. & J. Collector

To
T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

19

From the Coll.r of Salem

Set

With reference to Para 4 of

Fort St. George 20th April 1848.

of my letter of the 28th ultimo I have the honor to forward herewith the Original records received with Mr. Dyke's letter of the 12th December 1846 regarding the extensive works performed at the Battaserthy of Timmapiah the present Tahsildar of Hosteagherry and other misconduct on his part as particularised in the accompanying tamil list.

Salem Collectorate Office 10th March 1848.

(Signed) W. E. Lockhart
Collector

To
T. Pycroft Esqre.
Secretary to the Board of Revenue
Fort St. George

Sir

With reference to your letter of the 4th November 1847 requesting me to forward to the Board the original Proceedings connected with the charges brought against Timmapiah Tahsildar of Hosteagherry and in doing so to omit such documents as do not immediately concern the Tahsildar in his Revenue capacity, and also to inform the Board whether any and what authority was obtained for remunerating the

Fort St. George 20th April 1848.

the Police Annean appointed from the Pay of the Tahsildar, and in what manner the item was entered in the Moyanjabilah

I have the honor to forward herewith the original papers connected with a deficiency found in the Talook Treasury at Darumpoory when Timmapiah was Tahsildar there as they are the only records connected with the Revenue Department, as all the rest on other matters have already been submitted to the Board with my letter of the 23d Ultimo.

2. Timmapiah when Tahsildar of Darumpoory having in 1845 left in arrears considerable business in the Police Department as observed in my Letter to him of the 1st September 1845, and it having been deemed indispensably necessary, as both for the speedy performance of the Police duties, and the welfare of the People in general as well as for the sake of imposing a check on his conduct by relieving him of the Police Duties for a short period, and by remunerating the person appointed for the Police Duties from his pay I adopted that measure under the Provisions of Section XL Regulation XI of 1816 and Act

20

From the Collector of Salem
Forwards the original papers connected with a deficiency found in the Talook Treasury at Darumpoory when Timmapiah was Tahsildar there, as they are the only records connected with the Revenue Department as all those on other matters have been submitted to the Board with his letter of the 28 ultimo.

J. G. D.

Fort St. George 20th April 1848.

act XXX of 1837 and reported the same to the Sessions Court. His pay of 1000 Rupees had been drawn in full in the Monegahilod and a moiety thereof, Viz. 50 Rupees was made payable to the Police Ameen.

3d.

I did not wish the Police Ameen to continue for a longer period, and the Head of Police at Tinnevelly, who laid himself open to the infliction of punishment as provided for in clause 2 Section III, Regulation III of 1819 tho' not dealt with on that occasion in exact conformity thereto, yet I considered it to be equivalent by the nomination of a Police Ameen on the moiety of his pay for as short a time and the most judicious in regard to the speedy disposal of the cases in arrear and such arrangement did not appear to require the authority of higher tribunals.

Salem,
Collector's Office,
10th March 1848.

(Signed) W. E. Lockhart
Collector

Ordered

Fort St. George 20th April 1848.

18–21

Order on the 3 foregoing letters. Ordered to be sent again in circulation.

Vide Pro: 27th April 1847

13th Nov. in Cons. 2d Decr. 1847.

Read the following report from the Collector of South Arcot on the Management of the Extra Sources of Revenue in that District during Fusly 1256.–

22

Proceedings thereon.

Relative to the management of the Extra Sources of Revenue in the District of South Arcot for Fusly 1256.

Annexed to the opening para the Collector has inserted a Statement exhibiting the result of the year under report compared with that of Fusly 1255. As however the items include the amount of Extra Collection there subjoined Abstract Comparative Statement is added as explanatory of the fluctuations on the Demand on each item for the two years in question.

Demand

Fort St. George 20th April 1848.

From this Statement it will be seen that there was a net decrease in the demand of Fasly 1256 of Rupees 45774 - 4 - 1 - the result of a total increase of Rupees 14402 - 1 - 9 - and a total decrease of Rupees 58176 - 15 - 10 -

Salt. Decrease 9853 - 2 - 4

2 - The falling off in the Salt department appears to have arisen from the accidental circumstances of the season not admitting of the production of the requisite stock from the heavy rains which occurred at the period of manufacture the sales for Inland consumption were in consequence interrupted for some Months and involved a loss of Rupees 23853 - - compared with the outturn of the previous year and which was but partially met by a increase in the Home trade.

3 - The Board regret to observe that a loss is expected to occur in the Current Fasly from failure of supply at some of the principal pans from the same cause notwithstanding the adoption of measures of precaution to secure the requisite quantity of Salt from the annual trade of the District.

Fort St. George 20th April 1848

	Demands of Fasly 1256	Increase	Decrease
		Rs a P	Rs a P
Salt	26532 12 3	" "	9853 2 4
Sayer	91977 2 10	" "	45774 1 6
Sea Customs	51616 13 3	1129 2 "	" "
Peishcary	7800 " "	1850 " "	" "
Sundry small Items and Licenses	4832 1 2	3260 " "	" "
Monopolies	3794 13 "	904 15 2	927 2 "
Motsoplas	4153 2 10	3053 3 "	" "
Total	539175 6 2	14402 1 9	58176 15 10

Decrease 14402 1 9

Net Decrease 43774 13 1

Sayer.

4- The chief decrease of the year occurred under the head of Sayer which presents a diminished Revenue of Rupees 45546. 11. 6 arising almost last from the restricted exports to Europe ports of Pondicherry of Cotton piece Goods. The comparison is however made with a year of unusual activity in this article of trade

Fasly 1254	24249 - 9 - 6	if carried back to the result
" 1255	54770 - 15 - 10.	of the two previous Fasles the
	30521 - 6 - 4	loss will be less considerable

5. The Board will themselves glad to have been more particularly informed of the cause of the fluctuation in the traffic in this article during the year under report and the preceding - Some portion of the decrease is however nominal having been credited at the rates prescribed by Act XI of 1846 under the Sea Customs receipts.

6. The Collector notices in para 5 the circumstance of the Collections of Fees on Stamping Weights and Measures being brought to account under this head which the observance appears properly to belong to other heads. The Board concur in opinion that the items should be

more correctly credited under the Small Farms and direct the adoption of this course in future in communication with the accountant General.

Sea Customs. 7- But little fluctuation is apparent in the account of Imports during Fasly 1255 and 1256 in the Export trade the latter year exceeded the former by Rupees 11,533 - 10 - 9 the net result being an aggregate increase of Rupees 11298 - 7 - 2 in favour of the Fasly reported on -

8- In connection with the department the Collector has furnished the annual return of the Exports of Sugar and Rum from the factories established in his district from which the Bd regret to learn that there has been a decrease in both these articles as noted in the Margin.

Sugar Decrease 48-16-2
Rum Gallons 40972

Abkary Small Farms Licences.

9- The results of the year exhibit a falling off in the Revenue from each of the items named in the Margin, chiefly from want of competition for the Farms and also from failure of produce the decrease in the abkarry amounted to Rupees 1850 and on the small Farms to Rupees 927 - 2 - " -

On

Fort St. George 20th April 1848.

Stamps.

10. On the other hand there was an excess of Rupees 3058-3- from the sale of Stamp papers resulting from the usual fluctuations affecting this item. There was also a trifling increase in the Moturpha which calls for no particular remark.

Moturpha Excess 45-5-7.

11. Of the total demand the Collections amounted to Rupees 479392-9-11 upto the end of the Fusly at which date there was a Current balance of Rupees 1607-14-4 which has subsequently been realized with a trifling exception which is also in train of recovery including all items brought to account the receipts of the year on account of the Extra Sources amounted to Rupees 8256-6-9 from which being deducted the charges Fixt Rupees 63386-7-7 being the ordinary disbursements incident to the several items of the net Revenue stood at Rupees 422898-15-2 presenting a net decrease as contrasted with the net Revenue of Fusly 1255 of Rupees 51185-13-

*53-5-3.

Fusly 1255- 474084-12-2.

12. With reference to the Collector's remarks on Statement B and to his recommendations on

Fort St George 20th April 1848.

para 13. the Board solicit the sanction of Government for striking out of the accounts, as irrecoverable arrears of Repayment, the sum of 37-1-6 due under the head of Moturpha and Sea Customs for Fusslies 1252 - 1253 and 1254 respectively.

1-30-13-7
2-6-6-11
37-4-6

Ordered that a Copy of the foregoing Extract from the Board's Proceedings with the annexed Comparative Statement of the Collections charges and net Revenue be submitted to Government and a transcript of the same be forwarded to the Collector of South Arcot for his information and guidance.

Statement

Charges	£ 60303 12 11		£ 4809 12 6
Demand	4332 1 2		9 2 2
Balance on the 12th July	3904 15 2		9 2 2
Current Collection	394 9 1		374 4 2
Extra	3883 6 7		582 13 10
Arrear	84 12 11	12 5	
Charges	43338 1 1	189 9	18 8
Demand	8853 2	3058 3	8 8
Balance on the 12th July	80 15 10		2 2
Current Collection	8772 6 4	3058 3	6 6
Extra	5145 8 10		
Arrear	3627 14 6	3058 11	
Charges	4380 12 9	3058 11	8 8
Demand	2 6		
Balance on the 12th July	1 10		
Current Collection	1 4		
Extra	1 2		
Arrear	1		
Charges	2 6	

Fort St. George 20th April 1848

Read the following Letter.

To

T. Pycroft Esqre.

Secretary to the

Board of Revenue

Fort St. George

Sir,

From the Collr of Madura stating that Nidamangeyan Chetty is not to be found & that there are no means of making a further enquiry on the claim of Ellr Fs Sharrer regarding the Cavadaram rent.

In reply to your letter of the 20th Instant I have the honor to inform you that on receipt of your letter of the 27th January I wrote to request the Collector of Trichinopoly to Summon Adenarayana Chetty who was supposed to have gone to Streerengum to attend my Cutcherry, but having received no answer I suppose that this person is not to be found, — and such being the case I have no means of making a further enquiry into the case — and would therefore suggest the submission of my report of the 29th October to Government.

2 I beg the correction of 2 errors therein — viz as P

3 The payment of 2861 — 12 — 5 in the — memorandum should be entered as paid to Krishnama Chetty.

4 In para 13 Mr. Fischer's claim reduced as above should be stated at Pr 11654 — 14 — P instead of Pr 16138 — — 8 according to the following calculation —

Original

Fort St. George 20th April 1848.

Original claim	16138 — 0 — 6	
Payment by Renter abandoned	3566 — 13 — 6	
Disbursement by Government admitted	916 — 8 — 0	
	4483 — 2 — 6	
Balance	11654 — 14 — 0	

Madura Demesptatms. 25th March 1848 — Signed R. D. Parker Collector

Ordered that the foregoing bill be submitted with the following address

(23-24)

To

The Chief Secretary to

To the Chief. Sect to Govt

With reference to Extract Minutes Consultation of 11th January 1847 — I am directed by the Board of Revenue to submit for the orders of the Right Honorable the Governor in Council the accompanying communications which have been received from the Collector of Madura on the subject of a claim preferred by Mr. F. Fischer for the balance alleged to be due to him on account of a certain Cardamom Farm in that District.

25th Sept. in Cons 11th October 1847	
29th Oct. in Cons 22d Nov.	"
10th in Cons 25th Nov.	"
5th in Cons 27th Jany	1848
25th March in Cons 20th Apl.	"

Report relating to the claim preferred by Mr Fischer for the balance alleged to be due on account of a certain Cardamony Farm in the district of Madura — Read 6th April 1848

Fort St. George 20th April 1848.

2 The particulars of this case are very fully and clearly given by Mr. Parker in his report of the 29th October last. From this it will be seen that one Nunjapah Chetty whose sons have transferred their claim to Mr. Fischer rented the privilege of collecting Cardamoms and other wild produce on a tract of land, at that time attached to the Madura District, but since annexed to Travancore for three years or for Fusles $\frac{1220}{1810/11}$ — $\frac{1221}{1811/12}$ — $\frac{1222}{1812/13}$ — In the last of these Fusles he fell into arrears, and his farm was in consequence, attached and remained under the management of the Officers of Government until the expiration of the Lease. During the period that the farm was under Amanie the proceeds realized, after payment of the arrears due to Government, left a

Amount realized under Amanie	29384 — 5 — 11
Balance of rent due by the renter	12939 — 7 — "
Surplus	16444 — 14 — 11

surplus in favor of the renter of Rupees 16444 — 14 — 11. Of this sum however, it is admitted by Mr. Fischer that the Government are entitled to take credit for Rupees 4766 — 5 being partly money advanced by them to the Renter and in part the expences necessarily incurred whilst the Farm —

× Rs. 1400

× Rs. 3366 — 5 — "

Surplus 11678-9-11
Dead balances & expences 11678-9-11

From Ctr. 25th March 1848.

Farm was under attachment. The renters surplus will thus be reduced to Rupees 11678-9-11.

Mr. Fischer's claim falls slightly below this being for Rupees 11654-14 but with interest to an equal amount or in all Rupees 23309-12.

Of the surplus Rupees 11678-9-11 above mentioned Rupees 8111-12-5 appear from the Treasury Accounts to have been paid in three sums to Ristnamah Chetty a Shroff of the Madura Treasury. The remainder or Rupees 3566-13-6 still stands in the Treasury Accounts as due to Kunjapah Chetty and formed part of the Money embezzled from the Madura Treasury by the Shroff Ristnamah Chetty and the Cash Keeper Bickajee resp. It is however generally believed, tho' the fact cannot be decisively established that the Shroff was in reality a partner with Kunjapah Chetty in the rent. In the only one of the receipts given by Ristnamah Chetty for the sums paid to him which have yet been discovered viz that for Rupees 2861-12-5, the money is stated to have been received for the Renter. Moreover the last of the transactions connected with the rent, which are mentioned in the preceding para, took place in 1815, and altho' Kunjapah Chetty lived till 1829 there is nothing in his letter to

to shew that he ever made any representation upon the subject either to the Authorities of the District or at the Presidency. nor does any complaint seem to have been made by his family after his death until 1834 - or 19 years after the accounts of the Cardamom farm had apparently been closed. It will, the Board think, seem very improbable if Ristnamah Chetty had no share not interest in the rent nor any authority to receive the surplus resulting from it, that the ostensible renter and his family should for so many years have abstained from all application for the balance due to them and that balance amounting to the large sum of Rupees 11678-9-11.

On this point Mr. Parker after observing that the absence of all proof of the renter having attempted to urge his claim for so long a period leads strongly to the conclusion that Ristnamah Chetty was a partner, adds however "On the other hand the circumstance of Rupees 3566-13-6 remaining a balance in the Treasury favors the allegation that demands were made without success for why, it may be asked, did not Ristnamah Chetty draw out that sum also. "The answer to this seems to the Board to be easy. Altho Ristnamah Chetty did not regularly draw-

Fort St. George 20th April 1848.

draw out the remaining Rupees 3566. he in con-
cert with the Cash Keeper embezzled that sum
with others to a much larger amount. If the
Shroff satisfied Kunjapah Chetty whether the
party he regarded as his Corenter or mere Agent
the latter would of course have no reason to
complain nor would any complaint have ever
been preferred had not the discovery of the irreg-
larities committed in the Madura Treasury led
to present a favorable opportunity. Nor should
it be overlooked that when a son of the deceased
renter did address this Office in 1834 and
received an endorsement referring him in the
first instance to the Collector of the District
the Petition and endorsement were retained
by him for 9 years and were first presented
to the Acting Principals Collector Mr. Monckton
in June 1843.

From Pl. Coll.
11th Sept. 1845
to
16th Oct. 1845

But further it will be seen from
Para 12 of the Collectors letter of 29th Octo. 1845
1847 that whilst the enquiry into the present
claim was in progress he received a commu-
nication from one Audenarrainah Chetty a
Nephew of the Shroff Kistnamah Chetty
alleging that his father was also actual
renter and that Kunjapah Chetty was
a mere agent on a Salary of 5 or 6
Pagodas a Month. This individual

subsequently

Fort St. George 20th April 1848.

subsequently appeared before the Collector
but after some evasion left Madura for
Streeringham without having made good
his assertion and has not since returned.
Mr. Parker states that he cannot divest
his mind of the suspicion that Audenar-
rainah Chitty may have been bought over
by the Claimants party and his conduct
does certainly appear suspicious. Other
parties have also attempted to prove that
Kistnamah Chitty was the real renter but
the proof has failed. The Collector however
states that this is the generally received
opinion.

On the whole adverting to the obscurity
incident to transactions of so remote a date to
the proofs of Kistnamah Chetty's intimate
connection with the ostensible Renters and
to the length of time during which the claim
now under discussion has been allowed to lie
dormant, the Board think it will be quite suf-
ficient if as suggested by Mr. Parker, the sum
of Rupees 3566-13-6 standing to the credit of
the renters in the Treasury accounts be paid
to Mr. Fischer in full satisfaction of his
claim. They would not however allow him
interest and in tendering him this abrupt
sum in full of all demands they think

it

it should be distinctly explained to him, that the offer is in no wise made to him as a matter of right, and is not intended to imply any admission on the part of Government of the justice of his demands - Should Mr. Fischer decline to accept the amount offered, he should be left to seek his own remedy, and the Board would submit it as their opinion, that in the event of his having recourse to legal proceedings the present is a case, in which under all its circumstances, the limitations in regard to time prescribed by clause V Section XVIII Regulation II 1802, might with perfect propriety be pleaded in bar of the jurisdiction of the Court.

It should however be added that it has occurred to the Board to be open to question whether the tender to Mr. Fischer of any part of his demand with whatsoever reservations and qualifications the offer may be accompanied might not be construed by the Civil Courts as bringing the case within their cognizance - Should the Government be of opinion that such would be the effect it may be matter for consideration whether Mr. Fischers claim should not be

rejected -

P-3506-13-6.

rejected altogether -

Revenue Board Office
Fort St. George
20th April 1848

} I Signed T. Pycroft
Secretary -

Read the following letter

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

25

From the Collr
of Tinnevelly

Sir

I have the honor to forward an Estimate for Rupees 480 — 120 Treasure — required for the [illegible] of this District for the [illegible] Peace for the ensuing year — and to request that the necessary — sanction may be obtained thereto.

I Signed C. B. Thomas
Collector

Tinnevelly
Trichendoor
1st April 1848

} Estimate -

ORIGINAL DESTROYED

Fort St. George 20th April 1848

the expense for making the undermentioned Articles in the District of Kimmenelly

ent	Particulars of Work	Price Rupees	Annas	Pies	Rate	Article	Work Rupees	Annas	Pies	Explanation of necessity of work when last & repaired and at what Cost	By whom recommended
	For making 120 boxes wt the Teak Wood 2½ Seven Nails and 2 Iron handles including Carpenters hire &c.a.	4	"	"	each	480	"	"	480	There being only one set of Treasure Boxes in the Treasury, the Accountant General in his letter of the 8th January 1847 suggests the necessity of keeping another set in readiness for the first set not being returnable by Sea until the Steamer comes here for a 2d Remittance, by which time it will have to be packed up and held in readiness for Shipment —	By Collector

E. E. P.

Signed E. B. Thomas

Collector

Dist.
of
Kimmenelly
1848

Fort St. George 20th April

6025

Resolution thereon — Resolved that the

recorded together with the enclosure

25-26

for the return of Treasure remitted.

ORIGINAL DESTROYED

that under the explanation afforded by th

he may be authorized to disburse Rupees

Four hundred and eighty for making 120

the remittance of Treasure from his Dis

Read the following le

To,

J. Pycroft Esqre

Secretary to the

Board of Revenue

27.

Fort St. George

From the Collr

of Malabar — —

With reference to you

7th February last, I have the honor to

herewith a separate box containing a sp

the Poon blossom and fresh seed, as re

from the Sub Conservator of Forests in

Malabar, it would have been desirable

could have been preserved attached

were to the branch when taken f

Tree, but this from the report of th

-servator appears impracticable, from th

of the blossom and fruit of the Poo

so very slightly attached to the branch, that the least shake or even the separation of less than 24 hours of a branch with the fruit or blossoms from the parent tree, tends to detach them from the branch.

Calicut - - - - }
3rd April 1848. } (Signed) H. V. Conolly
Collector.

Resolution thereon. The box referred to in the foregoing letter has been duly received by the Board and will be despatched to the Honorable Court by an early opportunity. It is observed that Mr. Conolly has only to furnish specimens of Teak & Iluppa to complete the requisitions upon him from this Office.

(27-28)

To
J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

(29)

Sir,

From the Coll.r of Malabar - - } I have the honor to request that you will be good enough to furnish me with three copies of the Tamil almanac for the current year having as yet been received for the use of this Office.

ORIGINAL DESTROYED

Calicut - - - - }
13th April 1848. } (Signed) H. V. Conolly
Collector

Resolved

Resolution thereon. - Resolved accordingly that three Tamil almanacs for the current year be furnished to the Collector of Malabar, in compliance with the request contained in the foregoing letter.

(29-30)

Read the following letter.

To
The Secretary to the
Board of Revenue.
Fort St. George.

(31)

Sir,

From Lieut.t Colonel A. Laws chief - - - - - - - - - - - - - - } With reference to your letter of 3rd Instant, I have the honor to forward

1 Volume bound, and 5 Unbound Sections being Memoirs of the Masulipatam and Ellore Circars, and at the same time have to state, that there is no Memoir of the Condapilly Circar.

These Memoirs as well as the 2nd Volume of the Guntoor Memoir will be shortly required for reference, so I have to beg that they may be returned at an early opportunity.

Fort St. George,
Chief Engineer's Office,
Surveyor Generals' Department,
13th April 1848 - - - - - } (Signed) A. Laws
Lieut.t Colonel.
Chief Engineer.
In charge of the late Deputy
Surveyor Gen.l Office.

Resolved.

Resolutions thereon.

(31-32)

Resolved that copy of the fore-going letter, together with the one Volume and five Sections which accompany it, be forwarded to the Collector of Masulipatam, with reference to his letter dated 20th Ultimo.

Insts. 3d April 1848

Mr. Porter will be pleased to Extract from the Memoirs now forwarded, such portions as he may find useful to him, and return the Originals as early as possible, the Chief Engineer having stated that they will be shortly required for reference.

Read the undermentioned

From the Sub Treasurer.

(33)

Statement of Contingent charges incurred during the Month of December last.

ORIGINAL DESTROYED

From the Secretary Government Savings Bank

(34)

Statement of Contingent charges incurred during the Month of March last.

ORIGINAL DESTROYED

Order on the two abovementioned

(33-35)

Statements

Resolved that the necessary orders be passed.

Read.

From the Acting Sub Coll. in charge of North Arcot

(36)

Read Register of Endorsements passed by him on Petitions referred by the Board during the Month of March last.

Order thereon.

Ordered to be lodged in the Office.

(36-37)

Received the undermentioned

Miscellaneous letters and Statements.

From the Actg. Sub Coll. in charge of North Arcot

(38)

Acknowledges the receipt of the 52 printed forms of the Demand Collection and Balance Statements and 10 printed forms of Statements for the insertion of the items of Extra revenue, by a Cooly.

From the Coll. of Canara.

(39)

Acknowledges the receipt of 2 printed forms indented for under date the 2d March.

From the Coll. of Madras.

(40)

Requesting to be furnished with a further supply of 500 Salt Nowannahs.

Ordered to be supplied accordingly.

Order thereon.

(40-41)

From the Coll. of Nellore.

(42)

Register of certificates issued for the exportation of Salt to Chittagong from the ports of Nellore District on account of the Chittagong Indent for the year 1847/1848 during the Month of March last.

From the Coll. of Nellore.

(43)

Stating that no persons have

have been suspended or dismissed under Regulation VII of 1831 during the Month of March last.

From the Coll.r of Tinnevelly Reporting that no persons were confined in Jail during the Quarter ending 31st March last.

(44)

Walter Elliot

Recd in Consn

Compl Thompson.

Diary

Read Return of Persons sus-

20th April

pended and dismissed under Section VII Regulation

(1)

VI of 1831 in the District of Salem for the Co.

Month of January 1848.

Proceedings thereon.

The 7th Case entered in the Return above recorded is that of Coulepillay Co.

Overseer of Pettapollium in the Namaul Talook

who for great negligence in his duties and for

absenting himself when required on public duty

by the Tahsildar was suspended for an

indefinite period by the Sub Collector.

ORIGINAL DESTROYED

The Board observe that in every instance in which a public servant may be suspended from employment as a punishment the period of suspension should be determined in reference to the nature of the offence committed, but should he be suspended only pending the investigation of a charge and any delay unavoidably occurring in the disposal of the case, the cause of delay should be stated in the Return of suspensions.

25th April.

Sent the following Memorandum

Memorandum

2

Memorandum

To the Secretary to Government

The Secretary to the Board of Revenue has the honor to request that the Secretary to Government will be pleased to return to this Office the Papers which accompanied the Extract from the Minutes of Consultation dated 11th February 1843, No. 159 as per accompanying List.

Revenue Board Office, Fort St. George, 7th April 1848.

(Signed) T. Pycroft
Secretary

List.

Enclosure No. 2. Minute by the Honorable J. Sullivan Esqr. 5th September 1840 with the following Enclosures Nos. 1 to 10.

No. 1. Memorandum of reasons Extracted from the Semi-annual Reports of the Different Collectors for Fasly 1848.

No. 2. To the Secretary to the Board of Revenue in the Department of Public Works.

No. 3. From the Acting Civil Engineer 3rd Dn. to the Secretary to the Board of Revenue in the Department of Public Works dated 8th Septr. 1837.

No. 4. From the Acting Collr. of Trichinopoly to the Inspector General of Civil Estimates Dated 4th April 1837.

No. 5. Extract from the Official Diary of Assistant Revenue Surveyor J. Gaynor's Proceedings in the Trichinopoly District for the Month of September 1837.

No. 6. From the Acting Civil Engineer 3rd Dn. to the Secretary to the Board of Revenue in the Department of Public Works dated 16th October 1837.

No. 7. From the Collector of Trichinopoly to the Secretary to the Board of Revenue in the Department of Public Works dated 22nd November 1837.

No. 8 Extract from the Official Diary of the Proceedings of the 2d Assistant Civil Engineer for the Month of February 1839.

No. 9. From the Collector of Trichinopoly to the Secretary to the Board of Revenue in the Department of the Public Works dated 7th April 1840.

No. 10. From the Secretary to the Department of Public Works to the Collector of Trichinopoly dated 15th June 1840.

No. 11. From the Principal Collector of Canara to Mr. Cotton 8th January 1839 with

with Enclosure No. 1 and A to E.

17. From Canara to Mr. Cotton dated 26th November 1839 with Enclosures A to P except D.

Enclosure No. 5. From Mr. J. Sullivan to Government 2d March 1841 with the following Enclosures A to C.

A From South Arcot to J. Sullivan Esqr. 26th February 1841.

B From Do. to the Board of Revenue 26th December 1840. With Enclosures 1 to 11.

C Extract from the Proceedings of the Board of Revenue 25th January 1841.

Enclosure No. 6. Official Memorandum. From Captain A. F. Cotton Acting Civil Engineer dated 9th March 1841 with the following Enclosures 1 and 2.

No. 1 From Mr. J. Sullivan to Government.

No. 2. Statement of Garden Land on Canivatore With Enclosure A.

Revenue Board Office
Fort St. George
25th April 1848.

} Signed J. Pycroft
Secretary

Received

Received the following letter.

3.

To J. Pycroft Esqr.
Secretary to the Board of Revenue.

Sir,
Fort St. George

From the Coll. of Cuddapah } Para 1 I have the honor to forward the accompanying Tabular Statement of applications for the continuance of lapsed Bhatavrittee and other Enams falling under Regulation IX of 1831 agreeably to Extract from the Proceedings of the Board dated 10th August 1846 which accompanied Extract from Minutes of Consultation under date 7th July 1846.

2. With reference to the concluding Para of Extract from the Board's Proceedings dated 27th January 1848, I have the honor to state that each Lapse shall be reported one as it in future occurs. In consequence however of so many reports having been lately received from the several Tahsildars of the District of Lapses that have occurred within the last two years since which period the subject of these Enams has come under consideration, the number of cases exclusive of those already and now reported on to the Board has accumulated to 90. It seems therefore advisable that these cases should be disposed of, a certain number being collected in each Statement as they are completed the necessary information being received from the several Tahsildars and I trust under these circumstances the Board will approve of this arrangement.

Cuddapah District
Coll.r Office on Circuit
Hooligoontla 29th February
1848

} Signed J. H. Cochrane
Coll.r
application

Fort St. George

April 1848.-

Application for continuance or resumption of lapsed Enams falling under Regulation IV of 1831.-

Case No.	Taluk and Village	Extent and Value of the entire Enam.	When and by whom granted.	Summary of the Documents in Support of the Grant.	Nature of the Grant charity or service, if service nature of the duty prescribed by the Grant.	Name of the Original Grantee.	Name of the last holder & the relation in which he stood to the Grantee and date of his demise.	Share enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties	Their Circumstances and the means of subsistence possessed by the family.	Recommendation and grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
1	Pedda Tippah-nacodrum in the Muddenpully Taloock.	Bhatawartee Enam. a c as R. a. P. Wet - 12-9-4-1-11.	When and by whom granted is not known.	No Summuds or other documents forthcoming	Bhatawartee or Enam granted in Charity	The name of the Original grantee is not known but the name of one Totapully the Catappah is entered both in Fymash and Enamaty accounts.	Totapully Chenguma-Bhudlee the son of the individual whose name is entered in the Fymash and Enamaty accounts died on the 17th February 1846.	The whole of the Enam was enjoyed by the deceased.	1 Mother aged 40 years - 1 Aunt Nursummah aged 30 years.	They earn their livelihood tolerably well. The deceased held a Puttah Land also assessed at Rs. 86-7-8.	The last holder of the Enam Viz. Totapully Chenguma-Bhudlee having died without issue, it is recommended that this Enam be continued in the name of his Mother aforementioned aged 40 years to whom it has been made over on sufficient Security being taken.
2	Ditto.	Ditto	Bhatawartee Enam Wet Land a c as Rs as P. a 20-3 8-1-6.	By Mogul Government but when and by whom is not known	Ditto	The name of the original grantee is not known but the name of one Moonepully Cat Obulappah is entered both in the Fymash & Enamaty accounts.	Moonepully Obulappah whose name is entered in the Fymash and Enamaty accounts & who is the last holder of the Enam died on the 23rd December 1845.-	The whole of the Enam was enjoyed by the deceased	1 Son Seeta Ramma-nah aged 19 years.	He earns his livelihood tolerably well. The deceased had held a puttah land also assessed at Rs. 57-3-10.	Recommended that the Enam be continued in the name of the only son Seetaramanah aged 19 years by whom the requisite security has been given on the Enam having been made over to him.

Fort St. George

April 1848

Case Nos	Taluk and Village	Extent and Value of the entire Enams	When and by whom granted	Summonds or other documents in support of the Grant	Nature of the Grant, charges or service, & service nature of the duty prescribed by the Grant	Name of the Original Grantee	Name of the last holder & the relation in which he stood to the Grantee and date of his demise	Shares enjoyed by the deceased and that held by the other Members	If family left by the deceased and name and age of the Parties	Their circumstances and the Means of Subsistence possessed by the family	Recommendations and grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
3	Mudegadda in the Poreyanoor Taluc.	Pullacuttoo Enam. w. c. a. Rs. a. p. Dry 2-35 4-7-10-10 Wet 1-6-1---12 11-7 4-1-5---20-6-5. Pellayettoo Enam Wet 1-11-4---13-1-5 Total 5-12 9---33-7-10	When and by whom granted is not known.	No Summonds or other documents forthcoming	Pullacuttoo Enam as ed. Enam granted for constructing new Villages as Pellayettoo Enam for erecting a Tank.	The name of the original grantee is not known. Both in the Pymash and Enamy accounts dry land 1 had been entered in the names of Nageredy garee Seppa-reddy Pulla-reddy and others. Wet land No. 36 was entered in the Pymash accounts in the names of Seppareddy Poolaredoy Gungarow and others and the wet land No. 39 Consisting of Pellayettoo Enam had been entered in the above accounts in the names of Seppareddy, Nageredy, Poollaredoy and others but in the Enamity-	Casereddy Nageredy died on the 28th July 1846 who is reported to be the son of one Veerareddy who is the Paternal Uncle of Poollaredoy whose name is entered in the Pymash and Enamity accounts	Enam enjoyed by the deceased } s.c. as Rs. 120 13/16 26 Ditto Brothers share-holders Viz:- 1. Casereddy Nagereddy's son as Chinnapoereddy Pullacuttoo Enam Pellayettoo } 2-11-7 2. Timmareddy Pullacuttoo Enam Pella-yettoo } 2-11-7 Do. 13-1 3-8-8 3. Seppareddy's son Veerumreddy - Pullacuttoo Enam } 2-11-7 Pellayettoo Enam } 13-1 3-8-8 4. Rungareddy's son Moogy-nagadoo - Pullacuttoo Enam } 2-11-7 Pellayettoo Enam } 13-2 3-8-9 5. Goorrum Gungareddy's son Siddareddy - Pullacuttoo Enam } 4-4- Pullayettoo Enam } 4-14-6 9-2-6 Total- 23-5-4 Grand Total- 33-7-10	1. Widow yerrae 1 Elder Son Chinnadoo aged 11 years 1 Younger Son Ramoodoo	They earn their livelihood tolerably well. The deceased had been in the enjoyment of Dasawundum land assessed at Rs. 39-12-5 besides the above Enam	Recommended that the Enam be continued in the name of the deceased's elder son Chinnadoo aged 11 years from whom the requisite security has been taken.

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Fort St. Geo.

April 1848

Case No.	Taluk and Village.	Extent and Value of the entire Enams.	When and by whom granted	Summary of the Documents in support of the Grant	Nature of the Grant whether for service or service tenure of the duty prescribed by the grant	Name of the Original Grantee	Nature of the last holder & the relation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and held by the other Members.	Family left by the deceased and name and age of the Parties	Their circumstances and the means of subsistence possessed by the family	Recommendation and grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
4	Budweed and other Villages in the Doopaud Taluk.	Bhatavritee Enam Ganapavaram Wet Land a c a Rs as P. 1-14-8- 25-13-3 Budweed Wet land " 38-13-7-9-6 Tollagutta Dry-14-3-8-18-7-11 Wet-1-3-8-9-8-3 Total-17-17-5- 56-6-4	These Enams were reported to have been granted during the Mayana Government in which year is not ascertainable.	The Original Summonds are said to have been lost during the former disturbances.	The Original Bhatavritee Enam or Enam granted as charity	The name of the Original Grantee is Bodee Chenmapal and the name of one Mullait was entered both in the Pymash and Enamaty accounts.	Bodee Chenmapal the last holder of the Enam died on the 29th September 1846 he is the Son of the Original Grantee Chenmapal.	The whole Enam entered in Column 3 has been enjoyed by the deceased.	1 Son Chinna Papal aged 30 years 1 His wife Mad. Salammal 1 His son Mullatiah 1 D.o Soorial 1 Daughter Chinnamah 1 Mennguawah D.o wife 1 Son Veerana aged 18 years 1 The deceased's younger Brother's widow Atchemmah 1 The deceased's elder Brothers widow Venkammah 9	They earn their livelihood by this Enam as well as the ready money allowance on Poligar Pension of Rs 26-0-3 per Annum.	Recommended that this Enam be continued in the name of Chenmapal aged 30 years, the elder son by the 1st wife of the deceased, from whom the requisite security has been taken.
5.	Gundaboy: anapully in the Goorramcondal Taluk.	Bhatavritee Enam Dry-6-17-7-8-2	Ditto	The Original Summonds are reported to have been destroyed when the House of the Enamdar had been set to fire	Bhatavritee Enam or Enam granted as Charity	The name of the original Enamdar is not known, but in the Pymash accounts the name of Sannyapal Grandmother of the deceased was entered V in the Enamity accounts the name of Ramapal father of the deceased Enamdar.	The last Enamdar Hunkarla Goorrawappal died on the 2nd June 1848 who is the Son of Ramappal whose name had been entered in the Enamaty accounts.	The whole of the Enam entered in Column 3 had been enjoyed by the deceased Enamdar.	1 Widow Venkammah aged 70 years 1 Mother Soobbamah 2	She Circumstances of the deceased Enamdars are reported poor She deceased has no other Enam	Recommended that the Enam be continued in the name of Venkammah aged 70 years, widow of the deceased, to whom the land has been made over on the requisite security being taken.

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Fort St. George

on April 1848.

Case No.	Taluk and Village	Extent and Value of the entire Enam.	When and by whom granted	Summary or other Documents in support of the Grant.	Nature of the Grant Charity or Service if service nature of the duty prescribed by the Grant.	Name of the Original Grantee.	Name of the last holder & the relation in which he stood to the grantee and date of his decease.	Share enjoyed by the deceased and that held by the other Co Members.	Family left by the deceased and name and age of the Parties	Their circumstances and the means of subsistence possessed by the family	Recommendation and grounds thereof.
1	2	3	4	5	6	7	8	9	10	11	12
6	Davaracondah and Iyawarepully in Goorrumcondah Taloak.	Bhatavritty Enam Davaracondah a c as R° as a Dry 2-2-13-4-13-0 Wet 0-15-3½-2-12-14 2-18-1½-7-9-4 Iyawarepully Dry 1-23-12-1-6-11 Guddateeroo Dusavandum Enam Davaracondah Wet 0-25-3½-3-5-11 Iyawarepully Wet 0-4-1½-0-14-0 Total 4-30-14¾-12-14-2	It is reported that Bhatavritty Enam had been granted by the former Poligar under the appellation of Guddateeroo Dusavandum Enam had been granted many years ago by whom and when it is not known	Summuds & c are said to have been lost during the former disturbances of Poligars many years ago.	Bhatavritty Enam over Enam granted as Charity and Guddateeroo Dasavandum Enam for industry and outlay in over bringing the land into a fair	The name of the original Enamdar is not known but the Enam in the Village of Davaracondah has been entered in the name of one Boochee Poojaumah in the Pymash accounts & that of one Venkatrow in the County accounts with respect to Guddateeroo Dasavandum land in the Village of Iyawarepully the name of Narrapah the brother of the said Boochee Poojaumah had been entered in the Pymash accounts of Soobbarayadoo the son of the said Narrappa in the Enamty accounts.	Valavaty Ramiah the last holder of the Enam died on 11th April 1846 He related as grand son to Boochee Poojaumah as soon to Venkatrow whose name have been specified in the preceding Column	Enam enjoyed by the deceased 3-37-11-14 Ditto by other share holders 33-11¾-11-5 Total 4-31-13¾-12-2	2 Younger Brothers 1 narrainap aged 26 years 1 Venkiah aged 15 Do 1 Seetammah widow of the deceased 1 Mother Late Chinnmah.	They are reported poor. The deceased had also other Enams a c as a 23-0-12-2-0 Younger cultivating Enam 22-12-8. Dasavandum Enam a c as R° a p a 2-1/3-2-4- Pottah lands 1-3-8½-3-15-2 Total 26-14-2	The Widow of the deceased prays that the Enam lately enjoyed by her late Husband may be transferred and continued in the name of Narrainapah her husbands younger Brother aged 26 years who is an undivided Member of the Family. The Enam having been made over to him on security. it is recommended that it may be continued in his name.

Fort St. George

April 1848.

Case No.	Talook and Village	Extent and Value of the Entire Enams.	When and by whom granted	Sunnuds or other Documents in support of the Grant	Nature of the Grant: charity or service: if service nature of the duty prescribed as by the Grantor
1	2	3	4	5	6
7	Palakoon-tapully and other Villages in the Royachoty Talook.	Bhatavritties Enam in Malacoantah-pully a. b. as. Rs. as. p. Dry. 3. 22. 12½ — 3. 5. 8 Wet. 17 — 0 — 2 — 12 — 4 Issapully. Dry 1 — 0 — 11 — 0 — 4 — 10 Wet. 0 — 10 — 12 — 1 — 12 — 11 Total 5. 11. 3½ — 8 — 3 — 9	It appears that this Enam had been granted to one Venkatasamaya-jooloo about 200 years ago but it is not known by what Government.	No Sunnuds are forthcoming.	Bhatavritted Enam or Enam granted as charity
8	Woopparapully a hamlet of Avoolapully in the Pronga-noor Talook.	Bhatavritty Enam Avoolapully a c as Rs as p. Dry 1 — 2 — 5 — 1 — 8 — 6.	When and by whom granted is not ascertainable.	Ditto.	Ditto.	Bhatavritted Enam or Enam granted for outlay of money in the Establishment of new Villages by industry and labour thereby causing benefit to Government.

Name of the Original Grantee.	Name of the last holder & the relation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and that held by the other Members	Family left by the deceased and name and age of the Parties.	Their circumstances and the means of subsistence proposed by the family	Recommendation and Grounds thereof.
7	8	9	10	11	12
Venkatasamayazoolo in the Dymaul and Enamaty accounts the name of Gopanarama Seechetloo the father of the deceased incumbent had been entered.	The last holder of the Enam named Venkatasamayazoolo died on the 28th November 1846. He relates as Grandson to the Original Enamdar.	The whole of the Enam had been enjoyed by the deceased	1 Younger brother's son or nephew Seshara Routtoo-loo aged 30 years 1 Son of D° Somba-moorty — — — 1 Daughter of D° Goroovanah 1 Mother of D° Bahgunnah 1 Elder sister of D° — — Lutchmunnah widow 5	They are reported poor the deceased had no other Enam lands besides those specified in Col 3.	It appearing from enquiry that Sesharas Routtoloo nephew of the deceased, aged 30 years is an undivided member of the family and as the deceased has left no male issue it is recommended that this Enam be continued in the name of the said Seshara Routtoloo, to whom it was made over on obtaining sufficient security for the full demand of Government.
The name of the Original Grantee is not ascertainable but the name of one Bodennah the elder brother of the deceased had been entered both in the Dymaul & Enamaty accounts.	Mundla Cadrega-doo the last holder of the Enam died on the 25th June 1846. He relates as younger brother to the Individual entered in the Dymaul D° accounts	The whole of the Enam had been enjoyed by the deceased	1 Widow Yerrac-kah 3 sons 1 Bodennah aged 25 years — — — 1 His wife Mullee 1 Mallunnah 1 Moogewadoo 1 Cadregadoo nephew of the deceased — — 1 His wife Yerrac 1 Pampa widow of the deceased's Brother — — 8	They carry on their livelihood in decent circumstances & they have no other Enam land besides those entered in Col 3.	Recommended that the Enam be continued in the name of Bodennah aged 25 years elder son of the deceased, to whom it has been made over Security having been taken of him.

April 1848.

Case No.	Talook and Village	Extent and Value of the Entire Enams.	When and by whom Granted	Summuds or other Documents in support of the Grant.	nature of the Grant charity or service if service nature of the duty prescribed by the Grant.	Name of the Original Grantee.	Name of the last holder & the relation in which he stood to the Grantee and date of his demise.	Share Enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties.	Their circumstances and the means of subsistence possessed by the family.	Recommendation and Grounds thereof.
1	2	3	4	5	6.	7	8	9	10	11	12.
9	Deegoor a-pully in the Ponga-noor Talook	Pullacattoo Enam a c as Wet as Dry 1-32-0 6-1-1 Wet 9-17-1-17-7 Total 7-1-17-7-13-8.	When and by whom granted is not known	No Summuds are forth-coming	Pullacattoo Enam, or Enam granted for suttlay of Money in the Estab-lishment of new Villages by indus-try and labour thereby caus-ing benefit to Government	The name of the Original Grantee is not ascertainable but the name Pomoatta Paaperedy had been entered both in the Pymash & Cowmaty accounts.	Allamageredy the last holder of the Enam died on the 15th May 1846 He relates as adopted Son of alla-Chinnapooredy who is the sister of alla Pauperedy, whose name is entered in the precious Column.	The whole of the Enams had been enjoyed by the deceased Enamdar.	Veeracktah adopted mother of the deceased aged 50 years. 1 Pauperedy own mother of the adopted father Chinna-pooredy	They are reported to be in indigent circumstances having no other means of support than the Enam in question	It is reported that Veeracktah adoptive Mother of the deceased age 50 years & her Mother in Law Pauperately live separately and that the Enam reverted to the deceased in Conse-quence of this having been adopted by the Husband of the said Veeracktah Recommended that the Enam be Con-tinued in the name of the adoptive Mother of the deceased from whom the necessary security had been taken.

Fort St.e George

April 1848.

Case No.	Taloch and Village	Extent and value of the entire Enams	When and by whom granted	Summuds or other Documents in support of the grant	Nature of the grant charity or services if service nature of the duty prescribed by the grant
1	2	3	4	5	6
10	Coondella-varipully a hamlet of Degoova-pully in the Poonganoor Taloob.	Pallacuttoo Enam A. C. as Wet. Dry - 2 - 13-12-6-8-1 Wet - a - 13-11-2-4-6. Total 2 - 27-7-8-17-7	When and by whom granted is not known	No Summuds are forthcoming	Pallacuttoo Enam, or Enam granted for a outlay of money in the establishment of new Village by industry and labour thereby Causing benefit to Government.
11	Gungaparoor and other Villages in Sidhaut Taloob	Bhatuvittoo Enam In the Village of Gungaparoor Wet land under Tank Sooya Enam No. A. C. as W. a. p. 390 - a - 20-2. Wet a. p. 4-6-3½ In the Village of Poon-dalatypully. Dry land. No. A. C. as W. a. p. 46 - a - 39. " " - 9-4 In the Village of Chin-tarazepully. Dry land No. a. c. as W. a. p. 38 - 2 - 9 - 13½ - 3 - 15 - a Total 3-28-15½ - 3-14-7½	It is reported that this Enam was granted 500 years ago by whom is not known.	No Summuds are forthcoming	Bhatuvittoo or Enam granted at Charity.

Name of the Original Grantee.	Name of the last holder and the relation in which he stood to the grantee and date of his decease	Shares enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties	Their circumstances and the means of subsistence possessed by the family	Recommendation and Grounds thereof
7	8	9	10	11	12
The name of the Original Grantee is not known but the name of one Hoondee Basappah was entered for the land and the name of Coonda-la Nullapa-reddy for wet land in the Tyumul accounts and the name of Latten-pully for both descriptions of lands in the Enamaty accounts.	Siddoogaudoo the last holder of the Enam died on the 3d April 1846 and he relates as son to Nulla-poo Reddy specified in the premises Column.	The whole Enam had been enjoyed by the deceased Enamdar.	Surnee widow of Venkatega-doo the paternal uncle of the deceased Siddigaudoo	She is reported poor having no other means of support than the Enam in question.	Surnee aged 50 years being considered as the nearest of kin to the deceased Enamdar, it is recommended that it be continued in her name. She has been put in possession of the Enam but the full demand of Government has been realized and the Pubi in response has failed to give the required Security.
The name of the Original Grantee is not known Bab in the Ty-mash and Co-Enamaty accounts the Enams in the Villages of Gunga-paroor and Vinta--tantepully are entered in the name of the deceased Tip-pabattoo, the last incum-bent, and the Enam in that of Chintaraze-pully is enter-ed in the same accounts in the deceased Venkatabboo's father's name.	Tippabattoo the last incumbent died on the 14th to December 1845.	The whole of Enam had been enjoyed by the deceased Enamdar	1 Widow Sul-chunnumma aged 40 years 1 Elder son Govindapah aged 18 years 1 2d son Sut-chinnumboo aged 14 years 1 3d son Sub-biah aged 9 years 1 Daughter yellamah aged 6 years 1 Do. the pos-thumous child aged 3 years	They are reported to carry on their livelihood tolerably well The deceased had also been in the enjoy-ment of the Vuruloetum possessed and also Pon-rohetum Enam amounting to Ps. 6-2-0 in the Villa-ge of Vantetum-tolpully.	Recommended that this Enam be continued in the name of Govindapah aged 18 years elder son of the deceased Enamdar. She Enam has been made over to the said Govinda-pah, he having furnished the re-quisite security for the full demand of Government.

Fort St. George

April 1845.

Case No.	Taluk and Village	Extent and value of the entire Enam.	When and by whom granted	Sunnud or other Documents in support of the grant.	Nature of the Grant-charity or service if service nature of the duty pre-scribed by the Grant	Name of the original Grantee	Name of the last holder and the re-lation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and that held by the other Mem-bers	Family left by the de-ceased and name and age of the Partners	Their cir-cumstances and the means of subsist-ence pos-sessed by the family	Recommendation and Grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
12	Sonnavarum and other Villages in Siddhout Taluk	Bhatavrittee Enam In the Village of Sonnavarum-cum Wet Land under Tanks. No. A. C. as Rs. a-p. 99-0-8-2-1-12-3½ In the Village of Codoor. Wet Land under Tanks No. A. C. as Rs. a-p. 115-a-8-3-1-7-4 Total 16-5-3-3-7½	It is given to understand that this Enam was granted about 600 years ago, but by whom as Government is not known.	No sunnuds are forthcoming.	Bhatavrittee Enam granted as Charity.	The name of the original Enamdar is not ascertainable but in the Accounts the name of the deceased Enamdar has been Entered.	Ramanoor Ramabat-loo the last holder of the Enam died on the 28th April 1846.	The whole Enam had been enjoy-ed by the deceased Enamdar.	1. Widow Nursim-ah 1. Son-Pursiah aged 16 years 1 Brothers widow Entered as remained 3	They are reported to be carry on their livelihood literally well. The de-ceased had also been in the enjoyment of Pourahe-mi Enam in the follow-ing Villages viz- In the Village of Vale-many: Fulmum 73-11-6 In Do: Codoor 32-12-1½ In Do: Peroor 14-12-3 Total 121-3-10½	The Enam having been made over to Nursiah aged 16 years the only son of the deceased Enam-dar Ramanoor Ramabhutloo on his furnish-ing the requisite security - it is recommended that it be con-tinued in the name of the said Nursiah.

Fort St George.

on April 1848

Cau No.	Taloo & Village	Extent and value of the Entire Enam.	When and by whom was Granted.	Summuds or other Documents in support of the Grant.	Nature of the Grant charity or service nature of the duty prescribed to the Grantee.	Name of the Original Grantee.	Name of the last holder and the relation in which he stood to the grantee and date of his demise.	Share enjoyed by the deceased and that held by the other Members	Family left by the deceased and name and Age of the Parties	Their circumstances and the means of subsistence possessed by the family	Recommendation and Grounds thereof.
1	2	3	4	5	6	7	8	9	10	11	12
13	Vogoor and other Villages in Sidehout Taloor	Bhatavrittee Enam. In Vogoor. Dry - 8-28-10-2½-11-6 Wet - 3-10-1¾-15-9-10 Total 11-39-6½-73-5-4 In Takamada Dry - 1-3-10-2-11-1 Wet - " 23-8-3-6-10 Total 2-14-2-6-4-11 In Vobalum Dry - 1-13-9-2-11-5½ In Rasola Colloo - Wet - " - 15-3½-5-8-8. In Book kiakpully Dry - " - 25-1½-" - 11-7 Wet - 1-9-10½-7-3-9½ Total 1-31-11¾-8-2-1½ In Joonulla pully Dry - " - 19-8-1-11-5 In Jepperallah Dry 1-27-4-2-7-8 Wet 2-20-12-25-6-10½ Total 4-8-" - 27-14-6½ In Cottoor Dry - " - 38-" - 2-3-" Bagayet " - 7-" - 1-8-6 Total 1-5-" - 3-11-6 In Pulla poonayed. Dry - " - 14-10-6-15-2 In Namillagondy Wet - " - 7-8-" - 4-1½ Grand Total 21-11-13¾-136-9-9	It is reported that the Enam land Amounting to Rs 116-12-5 had been granted about 400 years ago by Mutty Coomara Ammuntta raze and the remainder Enam Rs 18-10-1 had been obtained by Ravanumbuttoo father of the deceased Enamdar as gift but by whom this latter Enam had been granted is not ascertainable.	Deeds of Gift &c are said to have been destroyed by fire 20 years ago.	Bhatavrittee Enam or Enam granted as Charity.	Atchanabuttoo name is entered as the Original Grantee for the Enam obtained from Mutty Coomara Ammuntta raze but with regard to the remainder portion of the Enam obtained as gift the name of the original Grantee is not known - In the Rymash and Enamity Accounts the following Entries has been made for the future Enam - In the name of the deceased Enamdar Cristnum Bottoo - Rs. a. p. 113.12.2 In the name of one Saveriammah Aunt of the deceased - 1.3.6 In the names of the 7 individuals viz 1 Vadatoor Sundaliah - 2.15.3 1 Poonchurtty Ramiah - 2-"-1 1 Munchera Pauperumah - 5.3.5 1 Chitta Soobia babattoo - 1.5-" 1 Chintala Mulla Yachum Cottoo - 2-7-1 1 Chintala Mully - Lutchmum Cottoo - 1-6-10½ 1 Munchera Yacha Pauhum Naiker - "-1-1½ Total - 136-9-9	a c a 23.2.11 3/4 135.6.6. Ditto Ditto his Cousin Veneum bottoo 1.24.2.1.3.3 Total 24-11-13¾-136-9-9	1 Widow Cauvery Ammah - demmah 1 Elder son Kasavabottoo aged 24 years 1-2nd Son Ramanum bottoo aged 3 years. 1 Cama Chemmah wife of the Elder son 1 Nangamm Mahwidow of the deceased Younger Brother 1 Gereyammah widow of the deceased Younger Brother - 6	The deceased had no other Livelihood besides the Enam in question.	Recommended that this Enam be continued in the name of the deceased Elder son Kasavabuttoo aged 24 years from whom the requisite security has been obtained on the Enam having been made over to him.

Fort St. George.

April 1848.-

Case No.	Taluk and Villages	Extent and Value of the entire Enams	When and by whom Granted.	Summuds or other Documents in support of the Grant	Nature of the grant Charity or service, or if Service, nature of the duties prescribed by the Grant.	Name of the Original Grantee	Name of the last holder and the relation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties	Their circumstances and the means of subsistence professed by the family.	Recommendation and Grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
14	Yakurlapolieu in Doovoor Taluk	Bhatavrittee Enam Acs. A.C. as Pa. 120-3-7-15-4-10-8 86-1-3-12-27-14-6½ Total 4-11-11-32-9-2½	Granted as Gift by a Mudareddy: fully Feminine dar Vermainy Paula Venkata dry Vaidoo about 62 years ago or on the 15th of Carthee Kum year Prodhy and executed a deed of Gift to that effect..	Adsed of Gift has been produced..	Bhatavrittee Enam or Enam granted as Charity.	Original Grantee Mannilla Venkatapathy whose name is also entered in the Pymash and Enamdy Accounts	The last holder of the Enam named Yelloo departed this life on the 1st October 1846 He relates as nephew and adopted son to the Original Grantee Venkatapathy	The whole Enam had been enjoyed by the deceased.	Widow Malum- mah aged 40 years.	The deceased is reported to have carried on his livelihood tolerably well & had also been in the enjoyment of Carnee Kum or Enam service pattah lands as particularized. Carnee Kum Enam.-	The Enam has been made over to Malummah widow of the deceased aged 40 years on her giving the requisite security for the full demand of Government. Recommended that this Enam be continued in the name of the said Malummah.- N.B. The widow of the deceased having produced a deed of Gift given to her by Relation by the former Zemindar it is herewith forwarded with a translation agreeable to the Circular letter from the Board of Revenue dated 25th September 1845.-
										In Dunlla vanepon tah.	Rs. A. P. 17-8-5
										In Mootiah pand	21-14-4
										Total	39-6-9
										Puttah lands In dunlla vanepon tah	Rs. A. P. 3-7-5
										In Mootiah pand on both the name of the deceased & one Yarad Sunjeva: Reddy	8-3-7
										Total	11-11--
										Grand Total	51-1-9

6046.

Fort St. George

April 1848.

Case No.	Talook and Village.	Extent & Value of the Entire Enams.	When and by whom Granted	Summuds or other Documents in support of the Grant	Nature of the Grant Charity or services if Service nature of the duty prescribed by the Grant
1	2	3	4	5	6
15	Aracatavamoola and other Villages in Doovoor Talook.	Bhatavrittee Enam In Aracatavamoola No. a c as Rd Assessment granted is not known Dry 208-10-30-1¼-19-6-4 Jody ——— 3-15-— 23-5-4 In Pottlepauda No. a c as Rd Assessment Dry 128-11-22-9-10-1-7 Jody ——— 5-14-6 16-—-1 In Vellaulah Dry-271-5-20-8-12-13-11 In Gosperiapully.- No. a c as Rd Assessment Dry-58-5-3-2-14-13½ Total 4-32-36-3½-67—5½	When and what Government granted it	Summudo and other Documents are reported to have been lost during the disturbances in the former Mogul Government	Bhatavrittee Enam or Enam granted as Charity

Name of the Original Grantee	Name of the last holder and the relation in which he stood to the grantee at date of his demise	Share enjoyed by the deceased and that held by the other Members	Family left by the deceased & name and age of the Parties	Their Circumstances and the means of subsistence enjoyed by the family	Recommendation and Grounds thereof.
7	8	9	10	11	12
The name of the Original Enamdar is not known but the name of Soobbaw bottoo father of the deceased Enamdar, had been entered both as the Pymash and Enamdar.	Goondla coontah Chetumbur ram the last incumbent died on the 18th August 1846.	The whole Enam had been enjoyed by the deceased	1 Widow — Soobbamah aged 10 Years 1 Mother Soobbam mah aged 60 Years 3 Brothers of the deceased 1 Seytum bhottoo aged 40 Years 1 Veneada nursoo aged 36 Years 1 Soobba bhottoo aged 34 Years 3 5	They are reported to carry on their livelihood tolerably well, deceased had no other means of support besides the above Enam lands in the Dis: trict but it is stated that she had some saving in the Pur: nool Dis: trict.	Recommended that the Enam be continued in the name of Soobbam: mah aged 10 Years the widow of the deceased. The Enam has been made over to the said Soobbum: mah on her giving the necessary security.

Fort St. George.

— April 1818.

Case No.	Talook and Village	Extent and Value of the entire Enams	When and by whom Granted	Surrenders or other Documents in support of the Grant	Nature of the Grant Charity or services, if service nature of the duties prescribed by the Grant
1	2	3	4	5	6
16.	Vuntemuttah and other Villages in Sidhout Talook	Bhatavrittee Enam In Vuntemuttah N°. a C. as P. A. P. Wet 2. " 21-9-15.0-4 In Gungaparoor N°. a C. as P. A. P. Wet 1. " 8-11-7-11 Total " 30-7-15.11-3	Granted by Mutted Coman. Narrunz about 200 years ago.	It is reported that the Deeds of Gift &c. had been formerly destroyed when their Houses were ignited.	Bhatavrittee Enam or Enam Granted as Charity.

Name of the Original Grantee	Name of the last holder and the relation in which he stood to the Grantee and date of his decease.	Share enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties	Their circumstances and the means of subsistence professed by the family	Recommendation and Grounds thereof
7	8	9	10	11	12
The name of one or Cristnapah is entered as the Original Grantee of the Enam In the Pymash &c. Accounts the name of Narainnap: pah the husband of the deceased — Enam dar had been entered	Seetum: mah the last incumbent on the 3d. January 1814 She relates as widow.	The whole of the Enam had been enjoyed by the deceased.	1 Venkatra: mumah son of deceased brother in: law aged 70 Years 1 Ramumah Younger Brother's son of Do — 1. Wife of Venkatra: mumah named Moor: temmah 1. His son Ramanah aged 14 years 4	He are reported to carry on their livelihood in indigent circumstances Independent of this Enam Venkatra: mumah son of the — — —

6048.

Fort St. George.

April 1848.

Case No.	Talook and Village	Extent and value of the entire Enams.	When and by whom granted	Summons or other Documents in support of the Grant.	Nature of the Grant Charity or services, nature of the duty prescribed by the Grant.	Name of the Original Grantee	Name of the last holder and the relation in which he stood to the Grantee and date of his demise.	Share enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name and age of the Parties.	Their circumstances and the means of subsistence proposed by the family	Recommendation and Grounds thereof.
1	2	3	4	5	6	7	8	9	10	11	12
17	Cuvbah Chut. = waib and other Villages in the Chitwaid Talook.	Bhatawrittee Enam In Chitwaid Bagayet land under Tank. Nos. a c as Rs. A. P. 34 — " 35-14 — 1 14 5 Wet land under Do. Nos. a c as Rs. A. P. 213 — " — 15 — 9 — 3 — 13 — 3 Jody 3 12 — 8 — 5 — 1 — 8 In Imylapully Wet land under Tank Nos. a c as Rs. A. P. 698 — " — 214 — 10 — 14 — 8 — ½ Jody 1 — 10 — 6½ In Compasamoodrum Nos. a c as Rs. A. P. Dry — 1 — 1 — 39 — " — 1 — 7 — 1 — Baga — 1 — " — 15 — " — 2 — 3 — " Wet — 3 — 1 — 14 — 14 — 12 — 1 — " Jody — 3 — 3 — 11 In Woopparapully Wet — Nos. a c as Rs. A. P. 1 — " — 39 — " — 1 — 1 — 9 Jody 3 — 12 — 6 In Immijapoliem Agrahdrum Nos. a c as Rs. A. P. Dry — 1 — 1 — 3 — 1 — " — 5 — 3 In Poly Nos. a c as Rs. A. P. Wet — 2 — " — 17 — 11 — 6 — 6 — 8 Jody — Rs. a. P. 1 — 2 — 11 In Malamoopoor Nos. a c as Rs. a. P. Dry — 1 — " — 22 — " — " — 11 — 5 Wet — 3 — " — 25 — 12 — 6 — 13 — 11 Jody. Rs. a. P. 1 — 3 — 3 In Nugerepaud Nos. a c as Rs. A. P. Dry — 1 — 5 — 32 — 12 — 14 — 3 — 11 Wet — 1 — " — 9 — 8¾ — 1 — 10 — 10 Jody Rs. A. P. 5 — 3 — 14 * In Damachoopully Nos. a c as Rs. A. P. Dry — 12 — 2 — 2 — " — 1 — 8 — 3 Wet — 1 — " — 9 — " — 1 — 5 — " Rs. a. P. Jody — 2 — 1 — 11 In Dondlapully Dry — 1 — " — 19 — 1 — " — 12 — 1½ Jody. " — 3 — 9½ In Compasamoodrum Nos. a c as Rs. a. P. Dry — 1 — 2 — 16 — 1¾ — " — 11 — 3 Nos. a c as Rs. a. P. Wet — 1 — " — 23 — 13 — 2 — 9 — 7 Jody. " — 11 — 7 Total — 21 — 5 — 6½ — 59 — " — 11 Jody. — 23 — 5 — 6	Granted by Mutty Venkatramaraza but it is not known.	Deed of Gift Summons &c. are reported to have been lost during the inundation of the River in the Year Pinkuthy A document executed by the deceased Lutchmukkah to her adopted Son Pitchebottoo under date the 15th Carteekah Shooddum year Surrajeetoo has been produced.	Bhatawrittee Enam or Enam granted as Charity.	The name of the original Grantee is not ascertainable but the name of one deceased Zoggybottoo is entered both in the Pymash and Enamaty accounts.	Moorooguntee Lutchmukkah, the last holder of the Enam died on the 10th July 1845. She relates as Mother to the Individual ordered in the pub. accounts as shewn in previous Column.	The whole of the Enams entered in Column 3 had been enjoyed by the deceased and that held by the other Members.	1 Adopted Son C. Pitchebottoo aged 30 years. 1 His wife Seetummah aged 22 years. 2	The deceased Enamdar is reported to have carried on her livelihood tolerably well. She has no other Enam besides those specified in Col: 3.	It is reported that Zoggybuttoo, the son of the deceased Enamdar Lutchmukah having died unmarried she had adopted a son by name Pitchebuttoo aged 30 years, and executed a deed of adoption dated Surrajet year Carteeka Soodeha 15th which together with its translation is herewith forwarded. Recommended that the Enam be continued in the name of C. Pichibuttoo aged 30 years. The Proceeds of the Enam has been ordered to be kept in deposit, the said Pitchebuttoo having failed to furnish the requisite security for the full demands of Government.

Case No.	Talooks and Villages	Extent and value of the entire Enams.	When and by whom Granted.	Summuds or other Documents in support of the Grant.	Nature of the Grants Charity or services, if service nature of the duty as prescribed by the Grant.
1	2	3	4	5	6
18	Singana=mala and other Villages in the Chitwail Talook.	Bhatavrittee Enam In Singanamala. Dry- a c as Rs a P. 1-1-4-1-4-11 Bagayet- 2-6-4-17-1-4- Wet- 2-4-13-33-15-11- Total- 5-12-5-52-1-10- In Singareddypully Dry 1-14-9-7-15-2- Wet- 12-3-2-3-7- Total 1-26-12-10-2-9- Grand Total 6-39-1-62-4-7-	It is reported that this Enam was granted by the Rajah of Chitwail about 120 years ago, but to whom is not ascertainable.	No Summuds are forthcoming this having been lost during the former disturb=ances.	Bhatavrittee Enam or Enam granted as Charity.
19	Singanalda in Chitwail Talook.	Bhatavrittee Enam Dry- a c as Rs a P. 3-26-4-5-5-2- Wet- 2-38-14-34-2-4- Total 6-24-14-39-7-2- Jody ——— 7-9-4-	It is reported that the Enam had been granted by the Chitwail Rajah about 130 years ago but to whom is not known.	It is stated that Summuds to Vs 4 had been lost during the Maratta war.	Bhatavrittee Enam or Enam granted as Charity.

Name of the Original Grantee	Name of the last Holder and the relation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and that held by the other members	Family left by the deceased and name and age of the Parties	Their Circumstances and the means of subsistence possessed by the Family	Recommendation and Grounds thereof
7	8	9	10	11	12
The name of the original Grantee is not known but in the Pymash and Enamaty Accounts the following entries have been made In the Village of Singanalda: In the name of one Paupunna, the Nephew of the father in law of the deceased Enamdar Ramacka is entered in the Pymash Accounts and in the Enamaty accounts of the fasly 1220 the names of the above Paupunna, Deceased Ramacka's husband Chitnmah and Poollammah's husband Cris=tnamah all	Ramacka the last holder of the Enam died on the 12th Dec. 1845. She related as wife to Chinnmah entered in the previous Column. ⊛ 3 are entered The name of Paupunna is entered both in the Pymash and Enamaty Accounts for the Village of Singareddy pully.	Enam enjoyed by the deceased Do. Do. Total-	The deceased has no children but the following relatives. 1- Tencatachel= lum aged 35 years grand son of Erisnama= nauze who is the brother of the deceased's fa= ther in law Sookannah— 1- Tencatrova= doo younger Brother of Do aged 25 years 1- Poollammah widow of Chitnmah aged 25 years 3	The deceased had also been in the enjoyment of Currue= kum or service Enam= In Singana= mala amounting to Rs 46-4-6 and in Sin= gareddy= pully Rs. 25-6-2 and in all Rs 71-6-8.	The deceased Enamdar left no heir or near relative. It is recommended that the Enam be resumed. The Proceeds of the Enam will be kept in deposit pending the Orders of Government.
It is not ascertainable who the Origi= nal Enam= dar is but one Paupettoo is entered both in the Pymash and Enamaty Accounts	The last holder of the Enam named Doo= bhak, Dur= ruma died on the 10th June 1846 she related as daugh= ter-in= law to the Individual entered in the Previ= ous Col=	Of the total amount of Enam entered in Rs 6-39-1-62-4-7 consisting a= cres as per 10-4-0 as per Rs 3-5-8 has been sold to Pumpeeper= la Soobaum= mah and 1/4 remain= der Rs 6-14-0 Rs 10-0-0 as per Rs 88-1-6 has been en= joyed by the deceas= ed Enam= dar.	1- Daughter= in= law Chinnmah aged 16 years — — — 1- Her husband Tencatachel= lum both too aged 28 years — — — 2 supported by the de= ceased.	They are reported poor. The deceased Enamdar had also been enjoying 2 shares in the Cayem or fixed Jody Village Dew= gasamba= poorum amounting a c fas to 8-22-9 1/4 as per Rs 24-15-3.	It is reported that Andeluchmammah aged 16 years, daughter of the deceased and her Son in law Tencatachellum both too were under the pro= tection of the deceased and that they have no other means of support Re= commended that this Enam be continued in the name of the said An= deluchmammah to whom it has been made over on the requisite security being given.

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Fort St. George

April 1848.

Case No.	Talooks and Villages	Extent and value of the Future Enams	When and by whom Granted	Summary or other Documents in support of the Grant	Nature of the Grant charity or services, if service nature of the duty reserved by the Grant.	Name of the Original Grantee	Name of the last holder & the relation in which he stood to the Grantee and date of his demise	Share enjoyed by the deceased and that held by the other Members.	Family left by the deceased and name & age of the parties	Their circumstances and the means of subsistence supplied by the family	Recommendation and grounds thereof
1	2	3	4	5	6	7	8	9	10	11	12
20	Nundaloor and other Villages in Ditto — Ditto	Bhatavrittee Enam In Nundaloor. A. C. as Rs. a. p. Wet 4-18-14-63-3-9 In Audapoor a c as Rs. a. p. Dry 2-11-6½-1-2-1 Baga ditto 1-9-2½-11-6-11 Wet-11-4-6-2-11-8 Total 3-24-15-14-8-9 In Nagereddypully Wet-11-27-8-11-13-10 In China Vezumpaud Dry-1-25-½-1-5-2 Wet-11-14-11-2-11-9 Total 1-39-1½-4-11-11. In Nundaloor. Purchased Enam. Wet land a c as Rs a p 11-34-14½-6-10-5 Grand Total 11-23-½-100-5-8.	This Enam had been granted by Chiteval Rajah of Vanumtaraz about 230 years ago.	No Sun: Bhatavrittee Enams or Enam or Patteecon: Enams granted as charity.	Original Enamdar Vencata-charloo	Hustory Rungachar-loo the last incumbent whose name is entered both in the Pymash and Enamaty accounts died on the 9th February 1846 He relates as great grandson on the male of the fourth generation to daughter the Original Grantee	Enam enjoyed by the deceased Rungachar-loo enjoyed by her Aunuka widow of the brother of Venkopaty Veroveny-gadaa-charloo who had purchased from three pungums 1-1-6-17-14-5 ditto the deceased for Rs 220 on the 11th Magha Soodum Year Velumbee Enam enjoyed by Alour Netroodoo of the male of the deceased. Total — 11-23½-100-5-8	a c as Rs a p 10-13-9¼-78-10-1	1 Son Raghoo-nadha-charloo aged 26 years. 1 His wife Coopsum-mah aged 20 years.	They earn their livelihood tolerably well The deceased had also been employed as Gomastah on a salary of Rs 2-10-- per month over & above sufficient for worshipping the God in being obtained. Nundaloor Pagoda	Recommended that the Enam be continued in the name of the deceased's son Ragoonadha-charloo aged 26 years to whom it has been made over & above sufficient security

Cuddapah District ——— }
Collector's Circuit Cutcherry ——— }
at Kailpoontla 29th February 1848 }

/Signed/ J. H. Cochrane.
Collector
A Read

No. 2 Telugoo.

No. 3.

A Deed of Gift of land given as charity by Sree 4 nummalwa Naikachurlu Rageetty Vernance Bala Venkatadry Naidoo to Vamillakuntla Venkatapathee dated Shalevahana year 1776 corresponding to 15 Carteeka Shoodham year Cridia.

Whereas you have prayed us to confer upon you Inamien or land of free rent in Yakurlapalien I have been pleased to comply with your request and grant you free of rent 2 Moonthas of field dependent under Inamfield: vee well in the Town Garden east to the Village and 8 Moonthas of land called Duddam Cheruvu field South to the Village, total 10 Moonthas. You and your Posterity are to enjoy the same unmolested during the duration of Sun and Moon and live happily.

Translation of a Couplet.

Between the bestowal of a Charity as well as maintaining it, the latter is more virtuous than the former. He who bestows charity will attain a place in Heaven, but he who protects it will procure a place still loftier.

(Signed) Bala Venkatadry Naidoo

(True Translation)

(Signed) J. H. Cochrane.

Collector.

No. 4 Telugoo.

No. 5.

A Deed of gift of land given by Latchmuckka Widow of Swamebuttoo son of Joggbuttoo & grandson of Gowra guntee Chendrumbuttoo of Sreevatchagtram & Assistant to Bassotrum to Dhreebuttee son of Vursumbuttoo & grandson of Chakrala Ramabuttoo of Dhoolaegotrum & Asastamba Sootram, on this holy day called Soma paraga parvam Shalevahana Sakha year 1719. dated Survujetta year Carteeka Shoodha 15th.

My son having died and as I have no other heirs or near relation I have appointed you as my patron, and adopted son in order to support me by giving me food & raiment during my life and then to perform my funeral obsequies. I bestow upon you or this holy day called Soma paraga Purvanee in commemoration of the God Sree paramaswera swamy by pouring water & gold Coin

& according to the formal ceremonies, dry, boyaget and wet lands hitherto enjoyed by me in the Town of Chittavail, Malamapoor, Devanamacoopally, Mylapully, Coopparapully, Timmapalien, Rumpasamoodrum, Agraharum Nagarepaud & Polay the Marriage fees and Deraptee in the Chittavail Talook, and the various other descriptions of fees in the Town of Chittavail, House & other estate as well as the Tamarind tree, you & your posterity are to enjoy the same from this day as long as the Sun & Moon may endure, and live happily. Where the Sun & Moon may endure, and live happily. Where I have voluntarily executed this deed of Gift with my free will and consent.-

Translation of Couplets.

He who maintains the Charity given by others shall attain virtue two fold greater than that he may expect from the Charity he himself bestowed, but if he deprive another of his enjoyment the Charity bestowed by others, that Charity bestowed by himself is fruitless.-

Between the bestowal of a Charity as well as maintaining it the latter is more virtuous than the former. He who bestows charity upon others will attain a place in heaven, but he who protects it will procure a place still loftier.

I & either the descendants of my own family or that of the Rajahs who govern the country be anxious to protect the Charity bestowed by me & accordingly support the continuance thereof - I shall be bound to bear the pair of sandals of such person on my head.

X Marks of Latchmuckka.

Witness:

(Signed) Vythya Venkatramanah.

1. Gunturay Vengumbuttoo

1. S. Venkatachellumbuttoo

1. Sankaramunchy Gorrumcondy

1. Maderajoo Chinna Sobbarayadoo

1. Royapeddy Codundramiah

1. Gowrendah Rutchanamcondy

1. Amagoo Venkanmah

1. Written by Gowrendah Custniah in presence of the above witnesses

(True Translate)

(signed) J. H. Cochrane

Collector

Fort St. George 27th April 1848

Sent the foregoing letter with the following address

To The Chief Secretary to Government

(3-4)

To The Chief Secy to Government

Sir,

I am directed by the Board of Revenue to submit for the consideration and orders of the Right Honorable the Governor in Council the accompanying letter from the Collector of Cuddapah forwarding a Statement of 20 lapsed Enams in his District, the resumption of which have been usually held to be hereditary and recommending their continuance to the respective claimants for the reasumption of Enam No. 18.

Submitting letter from the Collector of Cuddapah forwarding a Statement of 20 lapsed Enams in his District, the resumption of which have been usually held to be hereditary and recommending their continuance to the respective claimants for the reasumption of Enam No. 18. Recd in Secy's office 1st May 1848

I have the honor to be enclose a Statement containing a report of 20 lapses which have occurred among the holders of Enams in his district.

The lapsed Enams entered in this Statement may be classed under four distinct heads viz

1. Bhutawuty or Enams granted to Brahmins in Charity.
2. Pullecattoo and Shatta or Enams granted for establishing Villages.
3. Pellagettoo or Enams granted for constructing Tanks.
4. Jundaterao or Enams granted for bringing waste land under cultivation.

These several descriptions of Enams have usually been held to be hereditary in the

4

Fort St. George 27th April 1848.

the ceded Districts and the greater part of them has been in the enjoyment of the families of the present claimants for several generations. In 19 cases of the 20 now reported upon the Collector recommends the continuance of the Grants to the next of Kin of the last holders and in one case No. 18 the deceased Enamdar having left no heir or near relative, he suggests that the Enam be resumed.

The Board concur with Mr Cochrane in his recommendation in each case, they therefore beg to request that authority may be granted to him to resume Enam No. 18 and to continue the remainder to the respective claimants named in the Statement under transmission.

Revenue Board Office
Fort St. George
25th April 1848.

I have &c
Signed J. Pycroft
Secretary

Read the following letter

To
J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

(5)

Sir,

From the Collr of Madura.

In compliance with the direction

6053 Fort St. George 24th April 1848

Directions contained in the Board's Proceedings of the 21st Ultimo. I have the honor to return the Purwanah therewith forwarded with a Translation.

Madura 4th March 1848

I Signed R. D. Parker
Collector.

Mahomed Shah Gayee
Padshah Sewant of
Mahomed Ally Khan.

Let the present and future Mootsuddies and Ryots of Madura, dependant on Trichinopoly understand.

The Sum of 2 Fanams and 8 annas Madura Currency payable out of the Sayer Revenue is appointed by the Sunnuds of former Rulers as a yearly allowance to Sheik Mahomed, and others the Moozawars of the Small Mosque. Now it is hereby continued according to former Custom. You shall pay the aforesaid Yearly allowance from day to day without fail, in order that he subsisting thereon, may be employed in prayer for the Permanency of our Rule

Dated 2d Shaban 1160 Hijree

Endorsement on back

Abstract

Explanation of the Contents written according to

6054 Fort St. George 27th April 1848

to the signed list of questions by the Mootasuddies

The Sum of two Madura fanams and 8 Annas is fixed by the Sunnuds of former Governors as a Yearly allowance in the name of Sheik Mahomed and others Moozawars of the small Mosque to be disbursed from the Sayer Collections of the Madura Talook subject to the administration of Trichinopoly. Now it is hereby ordered to be continued according to former Custom.

Autograph order "Give Sunnud"

The explanation in the list of questions is this "In accordance with the Sunnuds of former rulers with the seal of Mahomad Mauroloovee Khan Bahadur, a Yearly allowance of two Madura fanams and 8 annas is fixed and continued in the name of Sheik Mahomed and others the Moozawars of the small Mosque to be disbursed from the Sayer Collections of the Madura Talook.

He is hoping for a Corresponding Sunnud

What is the order on the subject.

Registered in Duftur on 27th of Shaban of 1160 Hijree.

Do. ... in Mootasaddees on Do. Do.

Do. ... in Sooroor on 29th Do. Do.

Madura 2 fanams.

I True translate I
I Signed R. D. Parker I
Collector Sout

This may be as it is written in the Original that I cannot be sure of it
I Signed R. D. P. I

6055 Fort St. George 27th April 1818

Sent the foregoing letter with the following address.

To

J. Pycroft Esqre

Secretary to the

Board of Revenue

Fort St. George

5-6

To the Chief Secretary to Govt.

Sir

I am directed by the Board of Revenue to submit for the orders of the Right Honorable the Governor in Council the accompanying letters from the Collector of Madura, relative to the lapse of a share of a service Jeomiah in that district.

13 in Cons 22nd Nov. 1817.
8th Dec. 1817 in Cons 19th Jany 1818.
21st Jany in Cons 24th Feby 1818
4th March in Dft Cons 27th Apl.

From these papers it will be seen that Gos Lam Hussain, who died on the 30th January 1817 was in receipt of ½ share of the allowance of 2½ Cully fanams per day, granted under a Purwannah of Mahomed ally Khan dated A.H. 1160. or A.D. 1747. for the expenses of the Masque in the Fort at Madura. The deceased was Grandson to the original Grantee and came in to possession of the share enjoyed by him, in 1833 under the sanction of the Board of Revenue, communicated to the Collector under the authority conveyed to them in the order of Government dated 27th Oct. 1835

17th Nov. 1835

2d Cons. 12 Nov. 1835

The

6056 Fort St. George 27th April 1818

The Collector states that deceased has left three sons, two of whom are provided for at Hyderabad, the other named Shaik Dawood has performed the duties of the Mosque since his fathers' death and Mr. Parker recommends the continuance of the allowance in his name

The grant being for service the Board beg to support the recommendation of the Collector on behalf of Shaik Dawood

Signed J. Pycroft
Secretary

Rev. Bd. Office
Fort St. George.
25th April 1818

Read the following letter

To

J. Pycroft Esqre

Secretary to the Board of Revenue.

Fort St. George.

7.

Sir

From the Asst. Coll. of North Arcot

Report regarding the cultivation of the Compounds within the cantonment of Arcot

Para 1

22d Oct. 1817

I have the honor to acknowledge the receipt of the Proceedings of the Board of Revenue with Extract from the Minutes of Consultation of Government regarding the Cultivation of the Compounds within the Cantonment of Arcot which the Commanding Officer considers to be injurious to the healthiness of

of the Station and requiring my report on the subject

2 It appears that in the present Fasly four Compounds were cultivated within the Military limits, three with Ponjah and one with Kunjah Crops, the extent being

+Raggy Horsegram &c.

of Poonjah 6 Cawnies 10 3/4 as. Kunjah 1 Cawnie 4 3/4 as. C. as Small Cawnies 7-15/32

3 There is no Cantonment which I have ever seen which has the appearance of having so little vegetation in and immediately about it as Arcot, the Compounds are not enclosed and no Vegetables or a flower scarcely is to be seen in them.

4 It seems therefore impossible that the few spots of cultivated ground above noticed can have any effect in rendering it unhealthy. It appears to me on the contrary that the Great quantity of parched stony over dry and heated ground is far more likely to have that effect. I believe it is generally considered that the vicinity of cultivated land whether wet or dry is far more healthy than arid wastes and my own observation leads me to that opinion.

5 No place can present a stronger contrast to Arcot than the Cantonments of

of Vellore. The former situated on and chiefly surrounded with arid waste: The latter which is far more crowded is surrounded with rich cultivated land on every side. The Compounds are nearly all enclosed and for the most part thickly planted with a variety of luxuriant fruit trees, Vegetables and flowers throughout the year and while the former is considered unhealthy the latter is generally regarded as one of the most salubrious places in the District.

North Arcot — Coll.r's Circuit Cutcherry. Cuttack 15 March 1848.

/Signed/ C.C. Lovell Jr. Collector.

Resolution thereon Resolved that the foregoing letter be laid before the Right Honorable the Governor in Council with reference to the order of Government 4th November 1847 No. 1205, forwarding for report complaint from the Officer Commanding Arcot that the Proprietors of Houses

7-8

Fort St. George 24 April 1848

Houses within the Cantonment at that
Station cultivate their Compounds and
that the health of the Station
thereby likely to be injuriously affected

It will be seen that
only four Compounds comprising
C Acs
7 15½ have been cultivated within
the Military limits in the
present Year by Mr. Lovell States
that there is no Cantonment in the
District which has the appearance of
having so little vegetation in and
immediately about it as that of Ascot
and he considers it therefore impossible that
the few spots of newly cultivated ground can
have any effect in rendering it unhealthy

Fort St. George — April 1848.

Received the following Letter.

(9.)

From the Coll.r of Tinnevelly — Reporting the death on the 30th December 1847 of Ramasawmy Sinnyacounden the Zemindar of Munnarcottah Zemindary in this District and requesting sanction for the necessary Establishment for superintending the affairs of the Estate under Circar management.

To, J. Pycroft Esq.re
Secretary to the Board of Revenue
Fort St. George.

Sir,

Para 1. — I have the honor to report the death of Ramasawmy Sinnya Taicken the Zemindar of Munnarcottah Zemindary in this District. This event took place on the 30th December 1847. The amount of Annual Peshcush is Rupees 5208, there is no arrear against the Estate. The Tahasildar of Sankoos Talook in which Munnarcottah is situated was deputed to make the necessary enquiries to take an inventory of the property and to arrange the affairs of the deceased Zemindar, which he has accordingly done, and taken charge of the Zemindary on the 9th January last. —

2. — Shunkaralinga Sinnya Taicken the only son of the late Zemindar by his 3d Wife and aged 1 Year and 11 Months was born on the 26th April 1846. His Minority will not expire till his attaining his 18th Year or on the 25th April 1864 and I request sanction for the necessary Establishment according to the accompanying list No. 1, amounting annually to Rupees 597 and also for the maintenance of the Minor and family consisting of 9 persons in all, Estimated at Rupees 1420-2-6 per Annum, as will be seen on reference to the Statement No. 2 herewith submitted, these lists have been framed after careful Estimation of the wants of the family and the due care of the Zemindary. —

3. — The property of the Zemindar in Silver and Gold Jewels, and brass Utensils amounted only to

to Rupees 463-13-4 which has been carefully secured in the Zemindar's house, with the exception of a few Utensils to the value of Rupees 161-2-4 given for daily use to the Zemindar's family, the Sunnud of Istymerar has been sent for and lodged as usual at the Huzzoor Treasury

4— When the Zemindary was taken under Circar Management in January last, several persons came forward and produced loan Bonds, said to be Executed to them by the deceased Zemindar, on a reference to which and to the accounts of the Zemindary it appears that the amount of debt remaining to be discharged by the Zemindar in ready cash is Rupees 8100-14-5 and C.C. 22-18-6 of Paddy all which will be correctly ascertained and determined by further enquiry if the Board concur, but I beg to be favored with the Board's orders as to the adjustment and liquidation of the debts in question. The amount of Revenue of the Zemindary for Fusly 1256 as per account furnished by the Zemindar's own Curnom comes to Rupees 9,145-15-6 deducting therefrom the Peshcush and other charges as per Margin amounting to Rupees 7225-2-6 a year, the remainder is Rupees 1920-13-— This, or probably an increase will I expect be brought to account as surplus in future in favor of the Estate. I shall deem it my duty when the young Zemindar is of sufficient age to see that his Education is attended to—

	C. Rs. a. p.
Peshcush per Annum	5,208——
Ameen Sibbendy per Do.	597——
Subsistence of the Zemindar's Family	1420-2-6
	7225-2-6

Tinnevelly
Trichendoor
24th March 1848

/Signed/ E. B. Thomas
Collector

No. 1.

Proposed list of Servants for the Estate belonging to the Minor Zemindar of Mannarcottah in the Province of Tinnevelly for Fusly 1257—

No.	Office or Employment	Amount of Estimated charges or Pay per Mensem C. Rs. a. p.	Amount of Estimated charges or Pay per Annum C. Rs. a. p.
1	Ameen	17 8 4	210 — —
1	Sunnyrethy	7 — —	84 — —
1	Shroff	4 — —	48 — —
4	Peons at 3½ Rupees each	14 — —	168 — —
1	Thundelgar	1 12 —	21 — —
1	Gomastah for preparing the Accounts in the Huzzoor	3 8 —	42 — —
	Total	47 12 —	573 — —
	Amount of Saverderwared Charges	2 — —	24 — —
	Grand Total	49 12 —	597 — —

Tinnevelly
Trichendoor
24th March 1848

E. C. Pay. /Signed/ E. B. Thomas
Collector

Statement

6063 Fort St. George — 1st April 1848

No. 2

Statement shewing the House hold the proposed amount of subsistence and other Expenses in kind and in Money Monthly and Annually of Sunkeralinga Sinnaya Naicken Minor Zemindar of Munnarcottah in the Province of Tinnevelly for Fusly 1257. -

No.		Monthly Expenses In kind	Amount Value thereof per Mensem	Total Expenses in kind and in Money per annum
			C Rs a P	C Rs a P
	House hold of the Minor.			
1	Sunkeralinga Sinnya Naicker Minor Zemindar Aged 1 year and 11 Months.			
1	Kittunmmal the Mother of the Minor Aged 23 Years. -			
1	Nagunmmah the Step Mother of the Minor Aged 26 Do			
1	Singunmmal Daughter of another Step Mother of Do by name Vellayunmmal aged 13 Do			
1	Sinnummal the Grand Mother of the Minor Aged 40 Do			
1	Thungunmmal the 2d Grand Mother of Do Aged 30 Do			
1	Sunker avaiappandia Naicken the paternal Uncle of the Minor Aged 8 - Do			
7				
	Servants of the Minor.			
2	Servants to attend the Minor Zemindar -			
6	: Do for other purposes.			
15	Total No of persons to be maintained			
	Expenses in kind. -			
	Rice for the use of the 15 Persons averages at 1½ Padee each per diem or 2 - 6½ for the whole per diem amounting per Mensem C M P to 4 — 11 — 3 which in Paddy is equal to Cottahs	9 7 6	35 12 9	429 9 -
1	Cowherds at 2 Paddies of Grain per diem	- 7 4	1 - 11½	12 11 6
4	Shepherds at Do — Do	1 9 -	4 13 6¾	58 2 9
	Food for Dogs	- 8 3½	1 5 10¼	16 6 3
	Do for Fowls	- 8 3½	1 5 10¼	16 6 3
	Total wages in Grain	2 1 2 3	8 10 2¾	103 10 9
	Total Expenses in kind	11 2 0 1	44 6 11¾	583 3 9

State of Georgia — Audited 1848

1	Dresses		1 " "	12 " "
1	Dressing Gowns		1 " "	12 " "
4	Table Cloths & Gentlemens Pocket Handkerchiefs		2 " "	24 " "
	Ornamental Articles of Dress		1 " "	12 " "
1	Shirts, Gentlemens Cravats and Collars		1/2 " "	84 " "
1	Curtains for the Room		3 " "	36 " "
1	Silk Dress Vests		2 " "	24 " "
3	Linen Garments to attend the celebration of the Fourth of July Seventy two Cents each per Annum		3 12 "	45 " "
1	Child's Coat		1 " "	12 " "
1	Gentlemens Boots		2 " "	24 " "
1	Coat Vest		8 " "	6 " "
4	Pair Vests		2 5/4	28 " "
	Total in Money		48 11 4	584 8 "
	State of Georgia Audited Amount		11 20	93 23/4	1117 19

Clothing Executed

	Cotton Amount in Cloth made in Family			
1	Coat	Value of Materials	Price	Cost
	Vest			
	Pantaloons			
	Drawers			
	Cravat			
	Shirt			
	Hose			
	Shoes			
	Hat			
	Cotton Amount in Cloth made in Family			
1	Coat	Value of Materials	Price	Cost
	Vest			
	Pantaloons			
	Drawers			
	Cravat			
	Shirt			
	Hose			
	Shoes			
	Hat			

6066 Fort St. George — April 1848

Sent the foregoing letter with the following address —

(10.)

To The Chief Secretary to Government

To the Chief Secy to Government —

Sir,

I am directed by the Board of Revenue to request you will submit for the information and orders of the Right Honorable the Governor in Council the accompanying letter from the Collector of Tinnevelly reporting the demise on the 30th December last, of Ramasawmy Chenniah Naicken the Zemindar of Munnarcottah in his District paying an annual Peishcush to Government of Rupees 5,208. —

24th March in 24 Cons 27th April 48

2. It appears that the deceased has left an only surviving son, Thunkarlinga Sinnya Naicken, who represented to be of the age of 9 years and 11 Months, and whose Minority will not consequently expire before April 1864. The Zemindary is therefore stated to have been attached on the 9th of January last on behalf of the Minor and an inventory taken of his property. —

3. It appears that the several parties have come

6065 Fort St. George — April 1848

Abstract Estimate of Amount annually given to Government & the Minor Zemindar living & Guardian for his Maintenance &c. &c. &c. to Ramalinga the Sound Mother of the deceased

	Amount in Kind	Value thereof in Money per Annum	Total
			Rs.
84 Chuckrums per Annum			12 69
			12 69
80 Chuckrums per Annum			
10 Chuckrums per Annum			
			26 " "
			302 89
			14202 6
			5208 " "
			9145 15 6

Grand Total Rupees

Amount of Annual Peishcush

Annual Revenue of the Estate for Fasly 1258 as per general Account

Tinnevelly
Collectorate
24th March 1848

C. B. Thomas
Collector.

Sent

Fort St. George — April 1848.

come forward with loan Bonds said to have been executed by the deceased Proprietor on a reference to which and the Zemindars accounts the amount of debt remaining undischarged was found to be in Cash Rupees 8100-14-5, and 22-18-6 of Paddy. The Collector promises to enquire more fully into these claims and report upon them in a separate communication.—

4 He has not however informed the Court who are to be the Guardian and Manager of the Minor and his property. The Court have called upon him for this information as well as for the promised report on the private debts of the Zemindary. In the meantime they beg to recommend:— that the Estate may be taken under the management of the Court of Wards for the benefit of the Minor Zemindar under the provision of Regulation V of 1804.—

Revenue Board Office,
Fort St. George,
25th April 1848.

/Signed/ T. Lycroft
Secretary

Sent also the following letter in consequence:—

To

To The Collector of

Tinnevelly

(9-11.)

Sir,

To the Collector of Tinnevelly

In Dy Cons. 27th April 1848.

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 24th Ultimo reporting the death of the Zemindar of Munnar-cottah in your District, and requesting authority for taking the Estate under their management on behalf of the Minor son of the deceased Proprietor, and in reply to inform you that your application has been submitted for the sanction of Government, and that on the receipt of their

Authority

Fort St. George 25th April 1848.

authority it will be communicated to you in due course. In the meantime the Court desire to be informed as whom you propose to appoint as the guardian and manager of the Minor and his property and what are the results of any further enquiries which you have made into the private debts of the Zemindar.

Revenue Board Office
Fort St. George,
25th April, 1848

(Signed) T. Pycroft
Secretary

Read

Fort St. George 27th April 1848.

Read the following letter.

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

(12)

From the Collr of Canara — Forwards Translation of two Suits (Nos 161 of 1847 and 5 of 1848) with drafts of answers proposed to be filed therein and requests to permission to defend them at the public expense.

Sir,

I have the honor to forward for submission to the Board translations of two Suits which have been filed against me in the Subordinate Court at Mangalore, together with drafts of the answers which I propose to put in defence of these Suits which I request that I may be permitted to defend at the public cost.

D.S. No. 161 of 1847
D.S. No. 5 of 1848.

2. The Suits it will be observed are on the same subjects as the Petitions Nos. 1417 & 1418 of 1847 which were transmitted to the Board and reported upon in my letter of the 28th October 1847. The parties having failed to gain their points by appeal to the Board have now instituted these proceedings in the Court.

3. The Board will, I think, recognize in the fact of these Suits having been brought against the Collector the inconvenience of no distinct enactment having been yet passed for declaring and defining the rules under which

which the native Religious institutions shall be managed under the late orders for withdrawing the connexion of the European Officers from them - I am not aware whether the arrangements which were made for the appointments of Trustees have in other parts of this Presidency brought the measures of the Collectors under discussion before the Courts, but the example having once been set, I do not think it improbable that other suits of a like tendency may be brought in Canara for as there are few of the institutions which have not some kind of vested interest in land there seems nothing to prevent parties who have been disappointed in their endeavours to obtain possession of the property belonging to such institutions during the late arrangements from availing themselves of the reservation contained in Section XIV of Regulation VII of 1817 which would almost seem to have been inserted for the purpose of rescinding the previous provisions by which the control and superintendence of such property was placed under the Board of Revenue -

Collector's Cutcherry
On Circuit Nagriady
24th March 1848 -

/ Signed T. L. Blane
Collector
Plaintiff

No. 1 - O. S. No. 161 of 1847 -

Plaint filed by Vakeel Pedro was on the 28th December 1847 -

Plaintiffs 1st Puttaly - Cunnah 2d Pullyath - Kumberrah 3d Punjeekul - Amboo 4th Pullyath Amboo and 5th Charuee-tatweetlah Ovelarah - Mocktefours of Venous Bettecurwah Devastam residing in the Ausbah of the Kilaskwar Mogany in the Bekul Taloor.

1 Ramawurmah Arasoo residing in the Ausba - Kilaskwar Village & Mogany of the said - taloor & 2 T. L. Blane Esqre Collector of Canara -

Plaint sets forth as follows -

The said Bettecurwah Devastam belongs to 500 persons of Vaimar Caste - The 5 Plaintiffs are its Mocktefoars the 1st is also a Puttaly thereof - As the property appertaining to it is managed by the Plaintiffs in succession to their ancestors by paying the heriz and performing Deenooga ceremonies in the said Devastan, the right of controlling over it is exclusively theirs and therefore it belongs to none else to interfere in it - Such being the case the 2d Defendant without enquiring of the Plaintiffs and even without

without their knowledge, gave a summons to the first Defendant appointing him a Trustee to the said Devastam while he had no right to its management whereupon the Plaintiffs instituted proceedings objecting to his appointment as Mock to appear before the Revenue Authority: when the 1st Defendant in order to show that he was in possession of the Devastams property, while in fact he was not so, instigated one Pully a Th Cheriandy a man, in his dependence to prefer a Complaint, which he did accordingly, stating that the 1st Defendant was the Mockteysar of the Devastam and that he had rented from him certain fields belonging to it- on enquiry into it the Assistant Collector being convinced that this proceedure was intended by the 1st Defendant as a measure to show that he was in actual possession of the property which on the contrary appeared to be in that of the Plaintiffs and that they paid the Teerwah dismissed the complaint and issued an order directing the first Defendant not to interfere with the Plaintiffs respecting that property. This order was a legal one but the 2d Defendant on an appeal from the 1st reversed it thereby

dispossessing

dispossessing one party of the property, transferring it to another or deciding its right in favor of some other which is quite out of the power of the Revenue Authority, and the 2d Defendant further directed that the management of the property which was under the Plaintiffs superintendence should rest with the 1st Defendant Therefore and as the 1st Defendant presses himself upon the Plaintiffs regarding the property, I beg to bring this action in virtue of the Vakalutnamah with which the Plaintiffs have furnished me to institute and prosecute a suit on the subject and pray that the Defendants may be sent for, examined and the property hereunder mentioned be confirmed to them and the Summud conferred on the 1st Defendant be cancelled.

Landed property.

1 Rice land of Rupees 91- " 60 — Assessment sowing altogether 115/2 Podipads of seed and gardens producing altogether Rupees 179- 1 as 56-

2- Rice land of Rupees " - 2- 40 — Assessment sowing 24 Podipads of seed and producing Rupees 32 — 2 - 48.

3- Rice land of Rupees " — 2 " Assessment sowing 3/4 Podipads of seed and producing Rupees 2 — " — 16

Rice

4- Rice land of Rupees 18-1-16 sowing altogether 69 Podisads of seed and producing altogether Rupees 73-2-24-

5- Rice land of Rupees 41-3-8 Assessment sowing 19 Podisads of seed and producing Rupees 26-1-86-

6- Rice land of Rupees 14-3-90 Assessment sowing altogether 31 Podisads of seed and producing Rupees 66-2-40-

7- Rice land of Rupees 44 Assessment sowing altogether 60¼ Podisads of seed a garden producing altogether Rupees 116-3-54-

8- A Garden of Rupees —-3-— Assessment producing Rupees 3—"—"

9- A Garden of Rupees —-3-— Assessment producing Rupees —8—"—"

10- A Garden of Rupees 1—— Assessment producing Rupees 3—— property held on Usufructuary Mortgage

11- A Garden of Rupees 2—— Assessment producing Rupees 6-1-40

12- Rice land of Rupees 1-3-20 Assessment sowing 1½ Podisads of seed and producing Rupees 4—"—"

13- Two Gardens of Rupees 2—-20 Assessment producing Rupees 4—"—" Gold

14- Gold and Silver Ornaments Vacant valued at Rupees 62-3—"

15- The said Devastanam Vacant estimated at Rupees 1000—"—"

Total Rupees 1588—2—84 Gr. Rds

(Signed) T. L. Blane Collector

Draft of answer to Original Suit No. 161 of 1847 filed by Patale Cunnaand others — against Rama Vurmah deceased and the Collector of Canara—

The Plaintiffs sue to recover possession of certain lands and other property belonging to the Pagoda of Buttikur wah in the Bekul talook, which they allege to be their right in virtue of their offices as Managers of the said Pagoda and to have the Summud which has been granted to Rama Vurmah deceased appointing him trustee set aside.

The Cause of action in this case has arisen from the late orders of the Government of India for transferring the Management of religious institutions from the European Officers of Government to native parties to be appointed for that purpose Until the receipt of these ~~orders the existing authority was exercised by and is still vested by~~ Regulation

Regulation VIII of 1817 in the Collector's hands whom his superintendence was directed to be withdrawn it was deemed necessary and formed part of the instructions of the Government that persons should be selected to who were to exercise a general Superintendence of the same nature over the endowments in land &c. of each institution and to prevent their misappropriation - These persons were to be termed trustees and the Collector was directed to select such persons as appeared the best fitted for this responsible office -

In accordance with these instructions the late Principal Collector selected as trustee for the Bettikurnah Pagoda the 1st Defendant Rama Vurmah Avoo one of the Rajahs of Neeleshwar who was considered the fittest person both from his rank and station, and because the Pagoda was situated within the Neeleshwar Rajaum, a part of the territory originally belonging to the Rajahs family - The regular Sunnud of appointment as Trustee was accordingly made out in which he was authorized to take charge of the property of the Pagoda, and directed to

to grant his receipt for the same - This receipt was accordingly signed and delivered by him but he could not gain possession of the property and no measures were taken by the Collector at the time for putting him in possession - The present Plaintiffs who were the local managers of the institution subordinate to the Collector, had as such the immediate charge of the property, they were themselves desirous of being appointed trustees and refused to obey the Rajah or to render any account to him of the rents they collected or the manner in which these were expended - In short their opposition rendered his appointment entirely nugatory while it gave rises to numerous complaints and counter complaints both in the Revenue and Police departments -

It is here necessary to draw attention to the difference between the "Trustees" of such an institution, and the local managers - The latter have never been independent of control, their office has been to manage the affairs of the institutions as subordinate Officers, to conduct the Ceremonies at the Pagoda, make the authorized payments from its funds and perform other ministerial duties, but these

duties

duties have always under the provisions of Regulation VIII of 1817 been performed under the control and orders of the Collector to whom they were bound to render account of their administration, and by whom they were punishable criminally, or could be dismissed for a failure to do so, or for malversation. The Office of Trustee to which Ramanoormah Aroo was appointed under the instructions of Government was wholly distinct from this. It was intended to supply as far as could be a supervising authority in place of the Collector, and was in no way incompatable with the duties hitherto exercised by the Plaintiffs and had they consented to obey the Rajah as trustee, in the same manner as they would have been compelled to obey the Collector there was nothing to interrupt their continued performance of their office as head managers, nor is there any thing in the orders of the Collector of which they now complain to prevent this. All they were required to do was to act in subordination to the Trustee in the same manner as they had under the Collector whose Authority had been transferred to him.

When however they obstinately refused

refused to do so or in any way to recognize the appointment of the Trustee it became necessary to vindicate and support his authority. Had they refused to render account to, or to recognize the Authority of the Collector when acting as ex Officio Trustee, he would at once have removed them, and proceeded against them under the provisions of Regulation VII of 1817, which Regulation it is to be remarked has not yet been repealed.

The course therefore which the 2d Defendant thought it most advisable to adopt on a full consideration of the case, was to carry out the provisions of the Summud of trusteeship granted to the 1st Defendant by the late Principal Collector, and this he did simply by directing the property for which the Trustee had granted his receipt to be made over to him, as it ought to have been when this receipt was required from him - but the Collector issued no orders for removing the Plaintiffs from their Office, nor is he aware whether they are not in the full exercise of the duties of their Office. If they are not so it is by no act of the 2d Defendant but must be wholly attributable

to

to themselves. The order of the 2d Defendant does not interfere with the right or claims of the Plaintiffs but leaves them under the Rajah's trusteeship in exactly the same position as they held under the Collectors, but it places the Rajah as far as — may be in the absence of a new enactment in the position of the Collector as the controlling authority What the Plaintiffs have been contending for and are now attempting by means of this Suit, is not the enjoyment of their former Offices with the legitimate privileges attached to them but this the unentitled possession of property which does not belong to them but to the Pagoda. This property, and particularly the lands is an endowment granted by the Sovereign under the same rights and provisions as were to those appropriated and entitled by the appointment of Trustees to which by the enacted Regulation VII of 1817. The Plaintiffs were simply the ministerial servants of the Pagoda and have no more claim to the absolute and uncontrolled management, and possession of the lands and property than they had before the late orders for the transfer of this control to other parties than the Revenue Officers were issued.

The proceedings of the 2d Defendant have already been confirmed by the Board of Revenue which appears to be fully entitled to enforce them under the provisions of Regulation VII of 1817 the only enactment now existing on the subject of Religious institutions and therefore entitled

/ signed/ T. L. Blane
Collector

No 2

To

The Subordinate Court

of Mangalore.

Plaint instituted by Mettal Kellow and Coorwad Cunna Kadeste /proprietors or owners/ of the Pallikeray Bhagawathy Devastan, situated at the Cuba Village Nilleshwar Hogany, in the Bekul Talook, dated 18th January 1848.

Our claim is against the Defendants 1st T. L. Blane Esqre Collector of Canara and 2nd Rama Varma Moonancoob /3d/ Rajah residing at the Cuba of the Nilleshwar Hogany in the Bekul Talook.

The Pallikeray Bhagawathy Devastan to which our Naimar Caste people chiefly resort, was built in time immemorial at the very ancient time at which it was erected our 2 Ancestors were appointed as Kadests /owners/ thereof for the purpose of conducting from time to time the Vemgas /usual ceremonies/ in the Devashed /temple/ in a regular manner. These two former Ancestors enjoyed the said property belonging to the temple and carried on the management thereof, and after them

their

Fort St. George 27th April 1848.

their lives according to the heirship did the same and they and after them we in succession to them conducted all the usual ceremonies termed Diwara Amrootpady Nandadipthy, and the annual Jatra which takes place at a propitious time by means of the produce of the lands up to the present time. Our ancestors who, acquired a right to the Pagoda and we in succession to them have also obtained deeds in our names for lands purchased for the benefit of the said Pagoda, and executed others for lands belonging to it and sold to other persons and have further instituted suits both before the Adalat Court and other Tribunals for the recovery &c of lands for and in behalf of the Devastan. We have thus successively managed and held the lands from an immemorial time. The orders which were recently requiring the appointment of Mocktesars to the Devastans and providing them with Summuds to this effect, directed that the Mocktesars who held such appointment previous to should be provided with Summuds conferring on them such Mocktesarship as they held before over their respective Devastans. Although it was consistent with justice and equity to furnish Summuds to us whose

the

Fort St. George 27th April 1848.

the persons that carried on the management of the affairs and enjoyed the lands, yet the 1st Defendant did not grant a Summud to us and without our knowledge unjustly issued one in the names of the 2nd who had not the least right to the Devastan and who had never mixed himself up in the management of any of the affairs thereof, and besides this, while all the property belonging to the Devastan was in our possession, the 1st Defendant unjustly obtained a receipt thereby intending to shew that the same property had been received by him into his charge, and in addition to this with a view to dispossess us of the property in our possession, the 2nd Defendant broke the lock of the godowns (Cottaur) attached to the Devastan and then he preferred a complaint against us charging us with having broke open the door of the Cottaur and taken away the Paddy, documents, &c therefrom. In an inquiry held into it, the Sub Collector Mr Hall passed the order No 58 of 1847 in which this Gentleman refused to dispossess us of the property belonging to the Devastan and transfer it to the 2nd Defendant but subsequently agreeably to the opinion said to have been expressed by the 1st Defendant the (Sub Collector) cancelled his former order and issued

the

Fort St. George 27th April 1848.

the one No. 13 of Fasly 1257 directing that the lands belonging to the Pagoda with the entire management should remain under the control of the 2nd Defendant - As this order was not just we preferred an appeal to the Gentlemen forming the Board of Revenue. The 1st Defendant in submitting his explanation to this appeal did not state therein the true facts as they occurred and gave an opinion which tended to our destruction and ruin; in consequence of which no enquiry was made in the appeal also and the order issued at the suggestion of the 1st Defendant was confirmed - But the orders issued by the Revenue Authorities are summary ones and as they did not undergo the prescribed course of investigation into the merits of our right and as the 2nd Defendant in virtue of the said order is encroaching on the property belonging to the Devastan which we enjoyed upto the present time, in succession to our ancestors as Vadests we have brought the suit -

We therefore pray that the Defendants may be sent for and examined and ordered to surrender to us landed property bearing Peiz Hoons 27 : 4 : 15 and producing annually Rupees 311 : 8 belonging to the Pagoda and the Palli Keray Bhagawathy

Fort St. George 27th April 1848.

Devastan itself with the out houses thereto attached valued at Rupees 4,50, that the Summons of Stock Interpleader issued by the 1st Defendant in the name of the 2nd may be cancelled, that a new one may be granted appointing us Stock Keepers and that our right to enjoy the said property and manage the Pagoda may be confirmed to us -

(Signed) Mollee
" Cumma

(True Translation)

(Signed) J. L. Blane
Collector -

Draft of answer to original Suit No. 5 of 1848 filed in Subordinate Court of Mangalore by Molat Kelloo and Coorwad Cumma, against the Collector of Canara and Rama Varmah Moonancool Rajah of Neeleshwar -

The Plaintiffs sue to recover possession of certain lands and other property belonging to the Palli Keray Bhagawathy Pagoda in the Bekul tolook which they allege to be their right in virtue of their office as Vadyests or owners of the said Pagoda, and to have the Summons issued by the late principal Collector to the 2nd Defendant appointing him trustee to the said Pagoda set aside, and a new one issued appointing themselves to be trustees in place of the 2nd Defendant

The

The cause of action has arisen in this case out of the late orders of the Government of India for transferring the Management of Religious institutions from the European Officers of Government to Native parties to be appointed for that purpose.

The prosecutors were local managers of the affairs of the Pagoda at the time that these instructions were received and it will be proved in evidence that during the enquiries that were made by orders of the late Principal Collector as to the persons most fit to be appointed Trustee of this Pagoda to superintend and control the management of its affairs the prosecutors who now claim the office of Trustee in their own right, themselves petitioned and requested that the 2d Defendant might be nominated as Trustee. In consequence of this and because he was considered the fittest person for that responsible office, the 2 Defendant Rama Yurmah Moonaiccool Arsoo was so appointed by a Sunnud granted by the late Principal Collector under date 20th September 1844. He was therein directed to assume charge of the property and to grant a receipt for it, and to conduct the affairs of the Pagoda according to Custom.

Sometime after this a misunderstanding arose between the 2d Defendant and the two Prosecutors regarding as it appears the

the appointment of another of the Subordinate Officers of the Pagoda termed a Patalli who had been removed by the 2d Defendant in consequence of old age and incapacity, and the quarrels and disputes which followed led to a charge in the Police Department preferred against the 2 Prosecutors and 9 others by the 2d Defendant of having broken the locks attached to certain buildings or Store houses belonging to the Pagoda and removed therefrom large quantities of grain which the 2d Prosecutors alleged had never been delivered over to the 2 Defendant by them. They at the same time denied his right to exercise control over the affairs of the Pagoda, claiming to be the sole owners themselves. After a very lengthened investigation nothing respecting the charge of robbery was proved, and the Police case dismissed by the Joint Magistrate, but an order was issued in the Revenue Department by that officer as Sub Collector directing the Provisions of the Summud issued by the late Principal Collector to the 2 Defendant to be carried out and that he should be put in possession of the property of the Pagoda for which he had granted his receipt and was responsible. The Prosecutors and other Pagoda Officers were directed to obey him as trustee

trustee of the Pagoda and the tenants to pay the rents of the lands belonging to the Pagoda to him. This order was approved and confirmed by the 1st Defendant as Collector, and subsequently also by the Board of Revenue to whom the 2 Prosecutors appealed, and they have now therefore brought this suit in prosecution of their alleged claims to the exclusive possession, management and control of all the property belonging to their Pagodas.

In reply the 1st Defendant contends that the Summons was granted by his predecessors that it did not interfere with any of the recognized rights and privileges of the Prosecutors who were the Ministerial officers of the Pagoda, and not the absolute owners, and that they have themselves virtually admitted this by their request in the first instance that the 2d Defendant might receive the appointment.

It will be further proved that the 2d Defendant and his relations have on former occasions exercised control over the institution by the appointment of Patalis, and that the Pagoda being situated at Melekote was the residence of the 2d Defendants ancestors who were Rajahs of the Country.

it

is a reasonable and fair inference that they had a right to exercise a supervision over the affairs of the temples.

The 1st Defendant however does not rest his justification of the appointment upon any right of the Rajahs, but on the authority of the Government under which the appointment was made by his predecessor the late Principal Collector and upon the right which the Government possessed to make due provision for the superintendence and control of the institution and for the charge and preservation of its property after the supervision of the Collector exercised under the provisions of Regulation VII of 1817 had been directed to be withdrawn. The only act of the 1st Defendant as Collector has been to carry out the order of his predecessor and this he contends that he was fully justified in and bound to do.

The 2 Prosecutors have not by the order against which they appeal been deprived of their office, they are only required to exercise that office under the control and authority of the trustee, in the same manner as they were bound to do under the Collector by Regulation VII of 1817.

(Signed) J. L. Blane.
Collector.
Sent

Fort St. George 27th April 1848.-

Sent the foregoing letter with the following address.-

12-13

To The Chief Secretary to
Government.

Sir,

To the Chief Secy to Government. Dy Con. 27 April 1848.

Submitting letter from the Collector of Canara forwarding translations of the plaints in two Suits 161 of 1847 and 5 of 1848 — filed against him in the Sub. Court at Mangalore and drafts of — the proposed — answers which have been modified by the Board and recommending that the Collector be authorized to file the answers and conduct the Suits at the public Cost.-

Para 1 I am directed by the Board of Revenue to request you will submit for the orders of the Right Honorable the Governor in Council the accompanying letter from the Collector of Canara, dated 24th March 1848, forwarding translations of the plaints in two Suits which have been filed against him in the Subordinate Court at Mangalore, and drafts of the answers which he proposes to put in.-

No. 161 of 1847
No. 5 of 1848

2. The object of both these suits is the same.- In both, the Plaintiffs sue to recover possession of certain lands and other property belonging to the Pogoda of which they are the Managers, as also to have the Summons of Trusteeship granted by the late Principal Collector to another party, likewise a Defendant, set aside, and a fresh Summons issued conferring that office upon themselves.-

3. The answer of the Collector is likewise in both cases nearly the same.- He shows that the Plaintiffs are no more than the Managers or ministerial Officers of their respective institutions, the Trusteeships of which

Fort St. George 27th April 1848.-

which in both instances was in the recent occasion of transferring the Superintendence of all native religious Establishments from the Officers of Government to Native Trustees conferred upon — parties who appeared on due consideration to be the best fitted for the trust.- In pursuance of the same arrangements the property of the Pogodas was also made over to their respective Trustees, who now occupy as far as can be in the absence of a new enactment the same position in respect to the affairs of the several institutions that the Collector filled under Regulation VII of 1817. The Plaintiffs who as already stated are the mere servants of their Pogodas had no claim to be elected Trustees, they may still continue to discharge the same functions under the Trustees as they did before under the Officers of Government and they have consequently sustained no injury and have no ground of Complaint or action.-

4. The present actions seem to the Board to be sufficiently defensible on the simple grounds, that in each the party suing had no title to the Trustee-ship and that his functions and privileges in the Pogoda are in no way affected by that Office having been conferred upon another, and they have therefore modified the drafts of the proposed — answers so as to rest the vindication of the Collector mainly upon that plea, and to avoid as far as possible the introduction of the questions — the discussion of which in the present state of the Law

Fort St. George 25th April 1848.

Law may be attended with some Embarrassment as to the Authority of Government to confer upon Native Trustees those powers of Superintendence and control over the Religious Institutions of the Country hitherto exercised by themselves or their Officers under Regulation VII of 1817. That Regulation vests the general Superintendence of all Native Religious Endowments in the Board of Revenue and in the Collectors as their local Agents, but it contains no provision for the delegation of these controlling powers to other parties, and while the enactment remains unrepealed such transfers may perhaps in a legal point of view be regarded as having been effected without due authority, if not indeed an actual infraction of the Law. The necessity for some Enactment for the Modification of Regulation VII of 1817 and for the due and final Settlement of the various and important matters connected with the Denominational question is daily becoming more apparent, and one of not the least desirable objects to be effected by the new Law, would be the legalizing all official acts performed in carrying out the late arrangements, and the indemnifying the Government, the Board of Revenue and the Subordinate Revenue functionaries, against all legal proceedings which might be taken against them in consequence of those measures.

Sections II. VIII.

5. The Board beg to recommend that the Collector be authorized to file these answers as now submitted and conduct both Suits at the public Cost.

Revenue Board Office
Fort St. George
25th April, 1848.

/Signed/ T. Pycroft
Secretary.

LB

Received the following letter.

To
T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

(14)

From the Collr of Tinnevelly
Bringing to notice the evils of the Moving Sand Hills in his District to cultivation Channels Tanks &c. in their vicinity and requesting Sanction for free planting by the people as the only practicable remedy.

Sir,

Para 1 In a letter dated 15th February 1844 I brought to the notice of the Board the moving sand Hills of Tinnevelly, some of them of large extent, their detriment to the Tanks and Channels in their Neighbourhood and their Shifting and progressive nature, causing the gradual but constant filling up of Watercourses Tanks & channels near them, which have to be again cleared out at a considerable and increasing expense to Government, under Estimates by the Civil Engineer, as well as great labour and loss to the people themselves.

2 I have lately on circuit taken the opportunity of riding over the same localities first seen by me 4 years ago, and from constant observation and present palpable marks, I see the sand Hills steadily and ruinously advancing on the cultivable lands below them. The only possible check and remedy for this destructive progress is to fix them by inducing vegetation

+ called "Teries" and 10 Miles long by 4 broad and in height 100 & 150 Feet.

+ In some Villages the sand has been found by measurement to have advanced and covered as much as 20 Chains of land within the last few years.

if

if possible upon them, with this view I solicited leave to encourage and persuade the neighbouring Villagers to plant the only 2 things that will vegetate upon them, being Palmerahs and thorn Bushes and these of course with difficulty, some few have by dint of trouble and preservance been sown, and have vegetated sufficiently to shew it is possible, with much labour and trouble, to effect the object in view, but the inducement offered, to hold the Palmerahs some 15 or 20 years hence, when arrived at maturity, at half Teerwah, is utterly inadequate and ineffectual. -

3. - It is absolutely necessary that some thing should be done, if the people cannot be persuaded, the Government will have ere long to plant at their own expence. If the Board could see the sand Hills, they would at once concur, that their being planted was highly necessary, even if at a considerable expence, to save present and future cultivation. In the day time they form a burning sandy waste, which the Villagers cannot pass without thick slippers so hot does the light sand become - I would therefore earnestly request the Board's immediate sanction to effect if possible planting by the people, (though it will be with

with very great difficulty) and enjoying any Palmerahs that may succeed, free as the only remedy for this growing evil, and to obviate a necessity of its being done by Government at its own Cost. -

4. - Sanction is absolutely necessary to preserve existing cultivation and to obviate eventual heavy expense, it at the same time involves no loss to Government, as precautions will be taken that any Villages which may be persuaded thus to plant, shall not throw out of cultivation any other trees they now pay for, though the precaution is scarcely necessary and almost nominal, in as much as Palmerahs if made to grow at all on these sand Hills, will be totally unproductive for at least 15 or 20 years, and will ultimately yield but a very scanty produce, as shewn by the few now growing on the edges of the "Teries", the measure is so absolutely and obviously a necessary and desirable one, that I should not have thought it necessary to trouble the Board so much in detail upon it, but to afford them every possible information that might be desired. Of the desirableness of converting if possible, these arid & prejudicial sand wastes affecting

both

both the climate and fertility of their whole neighbourhood, into useful or at least harmless tracts (even at some cost) there would be little doubt, of doing the same without any cost to Government, there can I should think be none. -

Tinnevelly
Trichendoor
28th March 1848

/Signed/ C.D. Thomas
Collector.

Sent the foregoing letter with the following address. -

(14-15)

To
The Chief Secretary to Govt.

To the Chief Secy to Govt.

Submitting for favorable consideration letter from the Collector of Tinnevelly proposing to allow Ryots to enjoy free of all demand the Palmyrah trees they may be able to rear to arrest the progress of certain moving sands hills termed Terries which are steadily & ruinously advancing on the cultivable lands about them. -

Sir,

I am directed by the Board of Revenue to request you will submit for the information and orders of the Right Honorable the Governor in Council the accompanying letter from the Collector of Tinnevelly regarding certain moving sand hills in his District termed "Terries"

The nature and description of these Sands Drifts, and the injury resulting from them to the cultivation and works of irrigation in their vicinity were brought to the notice of Government in the correspondence noted in the margin, and with the view of checking the evil complained

From Coll.r 15th Feby in Cons.y 7th March /44
Ditto Do 28th Do in Cons. 18th Do /44
To Government 28th March /44
From Do 19th in Cons. 22d April /44

Complained of Government were pleased at the suggestion of the Collector supported by the Board to authorize the planting of Palmyra Trees and certain Jungle Bushes upon the Hills at half the usual Tarrum of the District as an encouragement to the Planters - It will now be seen however that this inducement is considered to be inadequate and not commensurate with the labour attendant on planting & rearing the Trees Mr. Thomas states that on a personal inspection of the Hills he has observed that they are steadily and ruinously advancing on the Cultivable lands about them so much so as to have encroached in some villages upon

Cawr. Goontahs 3 / 4 Twenty chains of land within the last 4 years
or 35 ——— 80

and he adds that if unchecked they would fill up the Watercourses Tanks &c. which must then have to be cleared at a considerable and increasing expense to Government - It appears that some few Trees have by great labour and perseverance been planted and have grown sufficiently to shew that it is possible to effect the object in view tho' with much difficulty if only adequate encouragement be held

held out. He proposes therefore that the Planters should be allowed to enjoy free all demand the Palmyrahs they may be able to rear upon these Tarrien this measure indulgence he considers absolutely necessary to preserve existing cultivation & to obviate eventual heavy expense to Government, and he entertains no doubt that these arid and prejudicial sandy wastes affecting both the climate and fertility of their whole neighbourhood might thus be converted into harmless if not useful tracts without any cost to the State.-

Under these circumstances the Board beg to submit the measure recommended by the Collector to the favorable consideration of Government.-

Revenue Bd. Office
Fort St. George
25th April 1848.

/Signed/ T. Pycroft
Secretary.-

16

Received the following letter.

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

From the Actg. Collr. of Tricinopoly

Sir,

I have the honor to acknowledge the receipt of your letter of the 27th Ultimo on the subject of the Petition of Krustnien

late Record Keeper of this Cutcherry and beg to inform you that the examination of the Records has been completed and the Report nearly completed - To fair Copy the translates & certain accounts will however take up till the 10th Instant as the servants of the Cutcherry are busily occupied in work of a similar description.-

Tricinopoly.
Collector's Office.
1st April 1848.

/Signed/ W. Elliot
Acting Collector.

Resolution thereon.- The Board will await the receipt of the Report promised in the foregoing letter.

16-17

Received the following letter

18

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

From the Collr. of Chingleput

Sir

I have the honor to acknowledge the receipt of your letter of the 9th Ultimo & to state that no previous permission for the Brick-kilns was asked or obtained from the Tahsildar or myself - In the Petitions to your Board and to myself the Shell Contractor argues as if the entire right and occupancy of the large tract of land had been rented to him but which was not the case the privilege of digging for Shells within certain limits alone having been conceded. Subsequently one of the Merasidars

Meerasidars having had occasion to make use bricks constructed his Kilns within those limits and which I do not consider interfered materially with the Petitioner but as he represented that he had thereby been prevented digging on the site of the Kilns a portion of the rent was remitted by me as I considered it better to forego such portion of the rent than that the renter should have grounds for complaint - The tax collected on the Brick Kilns amounted to Rupees 40 — a. 0 — 14 — 3 for which I at first proposed to give the Renter credit but subsequently on the representation and agreement of the security I remitted one half of the rent or Rupees 60. that individual then again engaging that if the renter failed to pay what was due he would do so and accordingly the amount was subsequently levied from the security. The Petitioner in lieu of having any just grounds of complaint has been treated with the utmost consideration & lenity -

The Petitions are herewith returned

(signed) J. A. Freese
Collector

Chingleput 2nd District —
Collectors Cutcherry —
Pallecarney 5th April 1848 -

Resolution thereon — Resolved that the following Endorsement be passed on Petitions Nos 2138 & 2139 of 1847 respectively -

18-19

"The Board of Revenue having received a report from the Collector on the subject of this Petition are of opinion that the Petitioner's case has received all due consideration from that Officer and that he has no just grounds of complaint."

Received the following letter

To J. Pycroft Esqre
Secretary to the
Board of Revenue.

20

From the Actg Collr of Trichinopoly. Sir, Para 1.

Fort St. George
On the 17th of February

On the Subject of exclusion from settlement of all waste lands -

1846 Mr Onslow requested the Board of Revenue to permit the exclusion from the settlement of all waste lands as there was reason to believe that much more had been taken up by the Ryots than they could from the notoriously unfavorable State of the season be enabled to cultivate. The Board of Revenue by their Secretary's letter were pleased to grant the remission proposed at the same time directing that the parties be informed that the indulgence conceded was not to form a precedent in

At

2. It does not appear by the above whether the waste Nunjah and Poonjah lands were those of the Tahsildars Kittum or of the Ryots Patent. But I find myself constrained to solicit the extension of the indulgence both in Nunjah and Poonjah lands this year as far as the Tahsildars Kittum is concerned as well as upon all Punjah lands whatsoever when a whole field has been relinquished or even a portion where such waste exceeds a fourth part of any cultivated spot.

3. Where Ryots have thrown up their whole puttut and fallow lands to the amount taken by them during the previous year I should wish to remit the whole of such 8 lac ten rupee Remissions of this description scarcely come within the term liberal for they would appear to bear very hard on the Cultivators should the collection be made.

4. With respect to the Tahsildars kittum it may have the appearance of irregularity to strike off the waste after the trouble of entering it at the supposed wish of the Ryot but although it might be possible to collect the taxe on lands relinquished

relinquished to cultivate which the Ryot has placed his mark or signature. It cannot be collected from those who have declined to sign the Kittum. The Cultivators therefore who have responded to the invite of the Tahsildar would have to pay whilst those who refused would thereby be free from the responsibility under such circumstances I request permission to strike off all increase over last years Cultivation all Poonjah mentioned in the Tahsildars kittum which may have been left waste by the Cultivators and on all such Poonjah land left fallow from unavoidable circumstances.

5. The settlement of this District during the present Fusly will be much more favorable even than the last year and I should regret any impediment to the future prosperity of the Revenue or the people or any cause to mar their present contentment and therefore solicit on their behalf the favorable consideration of the Board to the remissions above detailed.

Signed W. Elliot
Acting Collector

Tracing Poly
Coll.r Office
5th April 1848

Proceedings thereon.

(20-21)

The Acting Collector is re-
=ferred to the Cultivation Workummanah
of his District sanctioned by the Board
under date 29th July 1844 to the provisions of
which he should conform as closely as circum-
=stances may permit. Land found at the
time of the settlement to have been left
waste from causes beyond the control of the
Cultivator should of course be deducted
and the Board are at all times averse to
charging a ryot with a assessment on land
from which he may have derive[illegible] no benefit
They find themselves unable to lay down
specific rules applicable to all cases. Mr.
Elliot must use his own discretion in
granting indulgence when such may
be evidently required but he will be
careful to proceed in accordance with the
established Revenue System of the District
and with the course usually followed on
previous occasions of a similar nature.—

(22)

From the Off.g Sec.y to Govt.

Received the following Resolution
Extract from the Minutes of Consultation
dated 7th April 1845.—
From Board 30th March
Resolved that the Collector
of Rajahmundry be authorized to disburse

in future from his Treasury the persons of Rupees
(52. 8 —) Fifty two annas eight per annum paya-
=able to Venkamah Boyamah under the sanc-
=tion of Government dated 19th April 1833 No. 142.
Commencing from the date of last payment
by the Collector of Masulipatam who will
furnish the requisite Certificate and
Discriptive Roll as prescribed by the
Resolution of the 28th August 1846. No. 873.—

ORIGINAL DESTROYED

(Signed) J. D. Bourdillon.
Off.g Sec.y to Govt.

Order thereon.

(22-23)

Ordered to be communicated
for the information and guidance of the
Collectors of Masulipatam and Rajah-
=mundry respectively.—

ORIGINAL DESTROYED

Mr. Foster will be pleased
to furnish the Petitioner with the ne-
=cessary Certificate and Descriptive Roll
as directed in the Circular from this
Office dated 15th February 1847.—

From the Sec.y to Government.

(24)

Received the following Extract
Extract from the Minutes of Consultation
Under date the 13th April 1848.—
Read the following letter
from the Secretary to the Board of Revenue
(Fore enter 30th March 1848 No. 149)
Before acceding to the
request

6107 Fort St. George — April 1848.

Request of the Board of Revenue on behalf of P. Badralingum conveyed in the foregoing letter the Right Honorable the Governor in Council desires that Copies of the Decrees passed by the several Courts in the Cases in question may be obtained and laid before Government.—

To the President & Members of the Board of Revenue

(A true Extract)
(Signed) H. C. Montgomery
Sec.y to Government

Order thereon.—

Ordered to be communicated to the Collector of Rajahmundry with reference to his letter dated 26th February last.—

Mr. Prendergast will be pleased to obtain as early as practicable from the Civil Court of Rajahmundry and forward to the Board for submission to Government Copies of the decrees passed by the several Courts in the Case adverted to in the foregoing Minutes of Consultation.—

24–25

L.P.B.

Received

6108 Fort St. George — April 1848

26

Received the following Resolutions

From the Secy. to Government

Extract from the Minutes of Consultation dated 13th April 1848
(From Board 3d April)

The Right Honorable the Governor in Council grants sanction for writing off the wastage of Tobacco in the Canara District for Fusly 1256 amounting to candies 3 to the 3/4 of the value of Rupees (230 — 6 — 8) Two hundred and thirty, annas six and pice eight.—

ORIGINAL DESTROYED

(Signed) H. C. Montgomery
Secretary to Govt.

Order thereon

Ordered to be communicated for the information of the Collector of Canara with reference to his letter dated 21st Ultimo

26–27

From the Secy. to Government

Extract from the Minutes of Consultation dated 13th April 1848.
(From Board 3d April.)

The Right Honorable the Governor in Council grants sanction for the Cost and Charges of the Coir Shipped for Calcutta on board the Ship "Futtay Mobarack" amounting to Rupees (13390 — 2 — 10) Thirteen thousand three hundred and Ninety annas two and Pice ten

28

(Signed) H. C. Montgomery
Secretary to Govt.

Ordered

Order thereon

Ordered to be communicated

(28-29) for the information of the Collr of Canara with reference to his letter dated 8th Instant

Received the following letter

To J. Pycroft Esqre

Secretary to the

Board of Revenue

Fort St. George.

(30)

From the Collr of Vizagapatam } Sirs

I inform that the present Renters &c of the arrack farm wish to take the same on a lease of 2 years on the same rent of 42,000 Rupees a year —

The Renter M. Rayapah and Security T. Ramaswamy for the Arrack Farm of this District in the Current year have publicly proposed to continue their contract for two years from the commencement of Fasly 1258, on the same terms and at the rent of the present season —

2 As Government have admitted the advantage of securing respectable and substantial farmers, and have sanctioned to that end the issue of Leases for two or three years when the Local Officers are satisfied the contemplated advantages are likely to be obtained, I beg to recommend that the authority may be granted to continue the Lease of the present Contractors for a term not exceeding 2 years.

3 The Renter and Surety are both wealthy and respectable. They are themselves

themselves the principals in the Rent, and not names or tenders to Parties behind the scenes, as was formerly too frequently the case in this District, men who would not have been received as Renters had they tendered in their own names.

4 The rent is Rupees 42000 per annum, and I beg to annex many annually the Soucle and Collection for 8 years antecedent to the present Fasly, from which it will be seen that the present offer exceeds the average demand by Rupees 4516-4-0, and the average collections of those years by Rupees 5191-15-4 —

Fasly	Soucle	Collection
1249	38,020	38,020
1250	36,200	36,200
1251	32,000	32,000
1252	34,000	34,000
1253	42,100	42,100
1254	42,100	39,690-4-5
1255	36,600	34,404-0-10
1256	38,050	38,050-0-0
	2,99,070	2,94,464-5-3
Average	37,383-12	36,808-0-8

5 The rent of the present year has heretofore been paid, agreeably with the instalments, with great punctuality.

6 I request you will favor me with the Boards orders on this reference at an early date, as if their sanction to this proposal be withheld, tenders must be invited for the annual Sales in the usual manner

manner.

Vizagapatam Collectors Office 12th April 1848. } Signed P. B Smollett Collector

Resolution thereon

Under the circumstances stated in the foregoing letter the Board authorize the Collector of Vizagapatam to continue to the present Mkarry Renter of the District and his security their contract for two years from the commencement of Fasly 1258 on the same terms and at the rent of the current Fasly Viz. 42000 Rupees per annum which the Board observe exceeds the demand for the last eight years except Faslies 1253 and 1254, and is also about the Collection for any year of the same period except Fasly 1253.

(30-31)

To J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

(32)

From the Agent &c. Vizagapatam – } Sir

I have the honor to state for the information of the Board of Revenue and submission to Government, that the Rajah of Vizianagram has returned to this Country – He entered the Fort of Vizianagrum on the 8th Instant.

2 The arrangements for the future management of the Rajahs affairs will be brought under discussion for

for orders, as soon as I shall have an opportunity of consulting with the Zemindar and of learning his wishes on that point.

Vizagapatam – Governor Agents Office 19th April 1848 } Signed P. B Smollett Agent to the Governor

Sent the foregoing letter with the following address –

(32-33)

To the Chief Secretary to Government

To the Chief Secy to Govt. } Sir

I am directed by the Board of Revenue to submit for the information of the Right Honorable the Governor in Council the accompanying letter from the Collector of Vizagapatam, dated 19th Instant, reporting the return on the 8th inst. of the Rajah of Vizianagrum to his Zemindary and stating that the arrangements for the future management of the Rajahs affairs will be submitted for orders, so soon as he shall have an opportunity of consulting with the Zemindar and of learning his wishes on the subject.

2 On receipt of the promised communication the Board will lose no time in laying it before Government

Revenue Board Office Fort St. George – 25th April 1848 – } Signed J. Pycroft Secretary

Received

Received the following letter

To F. Pycroft Esqre.

Secretary to the

Board of Revenue

Fort St. George

(34)

From the Acting Coll.r of Trichinopoly — Sir

Replying to the Board's Proceedings of the 12th Instant.

I have the honor to acknowledge the receipt of an Extract from the Proceedings of the Board of Revenue dated the 12th Instant favoring me with copies of an Extract from the Minutes of Consultation and of a letter from the Honorable Company's Solicitor which accompanied it, and to inform you that the only point in this extensive matter in which I have had the least doubt or anxiety has been the possibility of my appearance not being duly entered within the period allowed in the Subpæna, the Bill was filed on the 3d. of March but the bearer of the notice only arrived on the 25th and I received the same on Monday the 27th Ultimo - as every thing was to be gained by the Plaintiff's availing himself by such delay, and therefore left by myself, I confess I felt much about the date of appearance which was fixed for the 21st, the 21st being good Friday appearance would probably be entered, but the 28th being the next Chamber day after the said 21st Appearance on my behalf will be entered on that date

It is not practicable for me to send a draft of my proposed answers to the 29 Interrogatories so speedily, as seems to be Mr. Dales wish - I trust however they will be before you prior to the 28th Instant - at all events the usual period of 2 Months will be requisite Should the Plaintiff's Counsel in my other more formal letter to your address of this date be not approved of

For the satisfaction of the Board however I may here state that there will be no difficulty in disproving all the main statements of the Plaintiff, the remainder are immaterial and are probably merely introduced for the purpose of relieving the monotony of denial.

Trichinopoly — Coll.r's Cutcherry 19th April 1848.

I have the honor to be Sir Your most obedient Servant Signed W. Elliot Acting Coll.r

To F. Pycroft Esqre. Secretary to the Board of Revenue Fort St. George.

(35)

From the Acting Coll.r of Trichinopoly — Sir

I have the honor to acknowledge the receipt of an Extract from the Proceedings of the Board of Revenue

Revenue under date the 12th Instant and in conformity to the instructions therein contained beg to state that I have this day forwarded copy of the Bill filed by Sadasiah Pillay and received by me from Madras to the Honorable Company's Solicitor Mr. Dale, with intimation that I do not consider myself in this matter subject to the Jurisdiction of the Supreme Court and that I am not bound by law to answer the several Interrogatories contained in the Bill

Trichinopoly Collr's Cutcherry
19th April 1848

/Signed/ W. Elliot
Acting Collector

Resolution thereon

Resolved that the foregoing letters be laid before Government in reference to the previous correspondence which has taken place upon the subject, as noted in the Margin

Mr. Elliot being now in correspondence with the Honorable Company's Solicitor, the Board presume that such instructions as may be requisite in the matter will be furnished to him by that Officer

On receipt of the draft

34-36

To Govt 3 April 1848
From Collr 7 Do Con 10 April
From Do 11 Do Cont 15 Do
To Govt 17 April

Answer to the interrogatories contained in Plaintiffs Bill, promised by Mr. Elliot in para 2 of his letter No. 47, the Board will forward it to Mr. Dale without delay.

Received the following letter

To F. L. Pycroft Esqre
Secretary to the
Board of Revenue.
Fort St. George.

37

From Messrs. D'Colone & Co
Madras

Sir

With reference to the correspondence noted in the Margin we beg to inform you that the "General Chasseur" while at Negapatam and proceeds to the receipt of our agents that a cargo of salt has been applied for has taken there, the required quantity, we beg therefore to request you will be good enough to cancel the order issued to the Collector of Nellore.

To Board of Revenue 8 April
From Do 8 Do

ORIGINAL DESTROYED

Madras
25th April 1848

/Signed/ D'Colone & Co

37-38

Sent the following letter in consequence

To the Collectors of
Nellore.

To the Collector of Nellore.

Sir

I am directed by the Board of Revenue to inform you that they have this day received intimation from the agents

6117 Fort St. Geo. April 1848.

of the Dutch Brigue General Chasse, this Vessel has already received a Cargo of Salt at Negapatam. The undersigned to you from this Office under date the 8th Instant for the Supply of 8203 Candies of Salt to the "General Chasse" is therefore cancelled

Revenue Board Office
Fort St. George
25th April 1848.

Signed J. Byeroft.
Secretary

The Board proceed to take into consideration the Statements noted below and to record the remarks thereon

From the Agent Govt at Ramnad Statement of Extra charges incurred without Estimate for Fasly 1250

39

From the Agent Govt at Tanjore Statement of Extra charges incurred without Estimate for Fasly 1250

40

From the Collector of Tinnevelly Statement of actual charges incurred without Estimate in Fasly 1250

41

From the Collector of Madura Estimate of Tonnage proposed to be advanced for Salt manufacture in Fasly

42

Order that the above mentioned Statements be noted that the necessary Returns of the Board be maintained and proper estimates for the above mentioned Statements be submitted for the sanction of Government

39-43

Received the above mentioned Statement of advances under Estimate in Fasly 1250

From the Collector of South Arcot

44

From the Collector of South Arcot Estimate of Extra charges proposed to be incurred in Fasly 1257.

45

From the Collector of Madura Statement of Contingent charges incurred during the Quarter ending the 31st December 1847

46

Order that the 3 above mentioned Statements be noted. Resolved that the necessary orders be passed.

44-47

ORIGINAL DESTROYED

6118. Fort St. George. April 1848.

Received the following letters.

To

J. Byeroft Esqre
Secretary to the
Board of Revenue
Fort St. George

48

From the Collr of South Arcot.

Sir,

I have the honor to forward a Tabular Report with its enclosures shewing the extent of certain Summed Inamoms lands, enjoyed by the late Syed Inahomed Bahare, and the claim set up to them by his descendants and request the sanction of Government may be obtained for the renewal of a moiety of the Enam in the name of Saedeen Inahomed Abby Wahab.

South Arcot
Collrs Cutcherry
Cuddalore
29th February 1848.

Signed W. D. Davis
Collector.

Tabular

Mg

Tabular

Case -

1

Claim set up by the Defendant Syed Mohamed Bakarry exhibited in the genealogy tree for the of certain Summ Praeium land in his name which were enj by his ancestor

7

Name of the Origin Grantee

Reason

April 1848.

of certain Summd Praemium lands in the Village of

Name of the last holder and the relation in which he stood to the Grantee and date of his decease -	Share enjoyed by the deceased and that held by the other Members -	Family left by the deceased and name and age of the parties -
8	9	10 -
Syed Mohomed Bakari son of the original grantee died about 30 years ago, his 1st Son Sied Babah Shaw Bakari enjoyed the Grant and died about 18 years ago whose eldest son and other family enjoyed the same until two years before when he also died -	Sied Mohomed Bakari and his family enjoyed the grant in six different shares.	Son Sied Mozfur Ally — Aged 60 years. Do Sied Shanoor Ally Bakarry — 50 Daughter Sugeat mah Beebee — 40. Sied Amanut Ally Shaw — 40 Do Meer Sultan Ally — 18 Do Sied Mohamed Ally — 17.

1820. Fort St. George

Sinna Rambuk in the Talook of Chavacherry in the Southern

Their circumstances and the means of subsistence possessed by the family.	Recommendation	and. grou
11		12-
The grand Son of the original Grantee Seid Shawnoor Ally Baharee is in the enjoyment of a Yeomiah of 9 Annas per diem in the Talook of Trevandipoor of the annual income of the above Yeomiah the parties expend a certain sum for the performance of the Annual Ceremonies of the deceased Hazarut Whatoos Nageet and enjoy the remainder in 6 shares. Syed Noorul Ally is in the receipt of a pension of 5/4 Rupees a Month or 63 Rupees a year and the others have no means of subsistence.	On an enquiry against the right of these Grantees it having been proved that they but in the course of this enquiry the Grant not having been renewed Collector takes the Shawnoor Ally Baharoon of the Income allowance of Rupees 199 2 also being in the receipt of Military Rupees 63 per year no claim to be entitled to any further bounty from their relations Nos 8 11 & 12 trifling shares in the Yeomiah the pleasure of Government that a moiety of the Ewar Mohomed Ally to be enjoyed above during the pleasure of should the Board Coveur their instructions on the subj	made into a as not being are legal heir appearing i in favor of bring the suc of this fam annuare an Pension of M in the Cavah Government aappearing to claim deser tenure the the Collector Land reneu by himself on Government this view ho

8
2d Daughter Nazeemah Beebee alive.

121 Fort St. George &c. April 1848.

No. 2.

Translation of a Summud issued by Mohomed Sheriff a Sudder of and Sobat dated 24th Zeleauz of Hyzira 1209.

Syed Mohomed Bakar son of late Seevencauth having not only filed in Sudder Dewanjs Cutcherry the original Sakeed under date the 15th Rubeeaun of Hyzira 1209 granted by Nabob Sah directing that if he (the said Syed Mohomed Bakare) had enjoyed till fusly 1203 7½ Cawnies of Poonjah and 7½ Cawnies of Nunja land in the Village of Maumpatt attached to Pedagay Pattu Magtamaun in the Ellavanasoor Taloob which were granted to him according to the Purwanah dated 19th Sefsar of Hyzira 1177 he should be permitted to enjoy it for the fusly 1204 too but also a copy thereof in this Cutcherry together with a Certificate from Mohomed Syed Bakeer Cawn a Cazy at Arcot to the effect of his being the same Syed Mohomed Bakeer and still alive he is hereby authorized to enjoy the said 15 Cawnies.

/True Translation/

/Signed/ H. D. Davis

Collector

Translation

122 Fort St. George &c. April 1848.

No. 3.

Translation of Copy of a Sakeed issued to the present and successive Sahookars of Ellavanasore Taloob dated 19th Sefsar of Hyzira 1177.

It being requested not only by Seevencauth the widow of late Shaw shoriff to grant 15 Cawnies of land in the Village of Maumpatt pertaining to Ellavanasore Taloob to her son Syed Mohomed Bakare in lieu of that granted to and enjoyed by her in the Trinomalay Taloob according to the Purwanah of Nabob Anawantheen dated 3d Sefsar of Hyzira 1157, but also by the said Syed Mohomed Bakeer in person, you will measure 15 Cawnies and deliver it over to him for his maintenance. The Purwanah dated 3d Sefsar of Hyzira 1157 under which Seevencauth had enjoyed 15 Cawnies in the Trinomalay Taloob being cancelled.

The 15 Cawnies of land not being distinguished in the said Purwanah whether as Punjah or Poonjah, it is determined by the Hoozoor Sherestadar &c. to be 7½ Cawnies of Punjah and 7½ of Poonjah land

land which you will accordingly give.

/ Signed / by four entitled to names not to be known

/ Signed / Mahomed Hussainawn in Deccan

/ True Translation /

/ Signed / W. D. Davis
Collector

Filed this 20th day of February 1819.

/ Signed / B. Conliffe
Register

48-49

Proceedings thereon.

Submitting letter from the Collr of South Arcot reporting the lapse of an Enam in the Village of Sinna Mambedu in his District consisting of 30 Cawnies of land of the annual value of Rupees 250 — granted apparently for subsistence originally but continued on the occurrence of each lapse by the local authorities. concurring in opinion with the Collr that one half of the Enam be resumed and the other moiety be continued to Sheik Mohamed ALG for the support of

The Enam referred to in the foregoing letter and the papers in which accompany it, consists of 30 Cawnies of land, of the value of Rupees 250 — per annum, appears to have been originally conferred, in A. H. 477 or A. D. 1761 in favr Mohamed Bakar, in lieu of a similar extent of land in the previous enjoyment of his Brother - Mahomed Bakar is reported to have died 30 years ago — During 15 years afterwards the Enam was in possession of his Eldest son, Sheik Babah Shaw Bakar, who also died, leaving it to his Eldest son Sheik Wallajah Bakar the individual whose decease, two years back, is now reported. Since the date of the last lapse, the Enam has been in

of himself his Aunt and her Cousins and that 1/6th of the resumed share be resumed on the death of each of these parties.

in the enjoyment of Sheik Mahomed Ally, a brother of the last incumbent, and other members of the family.

2- The documents produced in support of the grant do not state it to be hereditary, but declare it to have been conferred for the subsistence of the original holder, the Enam appears however to have been renewed on the occurrence of each lapse, by the local authorities without reference to this Office but the right of the present holders to the enjoyment of it having been disputed, an enquiry was instituted, which has led to the present reference.

There are now in existence six

3- members of the family of the original grantee, viz. 2 Sons, 1 Daughter, and 3 Grandsons. the two former are said to be provided for, the one receiving a pension from Government of 5¼ Rupees per mensem, and the other being a shareholder in a Yeomiah allowance. the remaining four are stated to be in indigent circumstances.

Mr Davis recommends

5- that one half of the Enam may be resumed, and the other moiety continued

in

in the name of the said Proctor
ably named above for the support
himself, his surviving Aunt and
two cousins the two members of
family who are already provided
for being excluded from participat
in it.

5.

The Board are of opinion that the
recommendation of the Collector on
behalf of the present claimants is
very reasonable. They therefore beg to
submit to for the favorable consider
of Government. They would however
suggest that one fourth of the amo
portion of the Estate be resumed
the death of each of the parties for
support it is now intended to be
continued.

Received the following letter

To J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

50

From the Acting } Sir I have the honor to
Collr of North Arcot }

acknowledge the receipt of the Board's
proceedings dated 3d January last
and to submit a revised Statement
of arrears due to the Zemindars
therein referred to

North Arcot — } Signed) E. C. Lovett
Collr's Circuit Cutcherry — } Actg Collr
Pulicat 11th March 1818.

Statement

№ 1. Statement showing the Amount of Notes &c. of the undermentioned Pronunciados in circulation at the several periods.

Date.	Amount of Notes in circulation.	Date of Decree for the issue of the same.	Amount of Pronunciados in circulation.	Total amount of Pronunciados in circulation.	Observations on the Cause of such Increase or Decrease.	Amount of Pronunciados redeemed at the Treasury of Guatemala.
1	2	3	4	5	6	7
1814. Dec. 31st	$ 1,000,000	1814. Dec. 31st	$ 1,000,000	$ 1,000,000		
1815. Dec. 31st	1,000,000	1815. Dec. 31st	1,000,000	2,000,000		
1816. Dec. 31st	1,000,000	1816. Dec. 31st	1,000,000	3,000,000		
1817. Dec. 31st	1,000,000	1817. Dec. 31st	1,000,000	4,000,000		
1818. Dec. 31st	1,000,000	1818. Dec. 31st	1,000,000	5,000,000		
1819. Dec. 31st	1,000,000	1819. Dec. 31st	1,000,000	6,000,000		
1820. Dec. 31st	1,000,000	1820. Dec. 31st	1,000,000	7,000,000		
1821. Dec. 31st	1,000,000	1821. Dec. 31st	1,000,000	8,000,000		
1822. Dec. 31st	1,000,000	1822. Dec. 31st	1,000,000	9,000,000		
1823. Dec. 31st	1,000,000	1823. Dec. 31st	1,000,000	10,000,000		
1824. Dec. 31st	1,000,000	1824. Dec. 31st	1,000,000	11,000,000		
1825. Dec. 31st	1,000,000	1825. Dec. 31st	1,000,000	12,000,000		
1826. Dec. 31st	1,000,000	1826. Dec. 31st	1,000,000	13,000,000		
1827. Dec. 31st	1,000,000	1827. Dec. 31st	1,000,000	14,000,000		
1828. Dec. 31st	1,000,000	1828. Dec. 31st	1,000,000	15,000,000		
1829. Dec. 31st	1,000,000	1829. Dec. 31st	1,000,000	16,000,000		
1830. Dec. 31st	1,000,000	1830. Dec. 31st	1,000,000	17,000,000		
1831. Dec. 31st	1,000,000	1831. Dec. 31st	1,000,000	18,000,000		
1832. Dec. 31st	1,000,000	1832. Dec. 31st	1,000,000	19,000,000		
1833. Dec. 31st	1,000,000	1833. Dec. 31st	1,000,000	20,000,000		
1834. Dec. 31st	1,000,000	1834. Dec. 31st	1,000,000	21,000,000		
1835. Dec. 31st	1,000,000	1835. Dec. 31st	1,000,000	22,000,000		
1836. Dec. 31st	1,000,000	1836. Dec. 31st	1,000,000	23,000,000		
1837. Dec. 31st	1,000,000	1837. Dec. 31st	1,000,000	24,000,000		
1838. Dec. 31st	1,000,000	1838. Dec. 31st	1,000,000	25,000,000		
1839. Dec. 31st	1,000,000	1839. Dec. 31st	1,000,000	26,000,000		
1840. Dec. 31st	1,000,000	1840. Dec. 31st	1,000,000	27,000,000		
1841. Dec. 31st	1,000,000	1841. Dec. 31st	1,000,000	28,000,000		
1842. Dec. 31st	1,000,000	1842. Dec. 31st	1,000,000	29,000,000		
1843. Dec. 31st	1,000,000	1843. Dec. 31st	1,000,000	30,000,000		
1844. Dec. 31st	1,000,000	1844. Dec. 31st	1,000,000	31,000,000		
1845. Dec. 31st	1,000,000	1845. Dec. 31st	1,000,000	32,000,000		
1846. Dec. 31st	1,000,000	1846. Dec. 31st	1,000,000	33,000,000		
1847. Dec. 31st	1,000,000	1847. Dec. 31st	1,000,000	34,000,000		
1848. Dec. 31st	1,000,000	1848. Dec. 31st	1,000,000	35,000,000		
1849. Dec. 31st	1,000,000	1849. Dec. 31st	1,000,000	36,000,000		
1850. Dec. 31st	1,000,000	1850. Dec. 31st	1,000,000	37,000,000		
1851. Dec. 31st	1,000,000	1851. Dec. 31st	1,000,000	38,000,000		
1852. Dec. 31st	1,000,000	1852. Dec. 31st	1,000,000	39,000,000		
1853. Dec. 31st	1,000,000	1853. Dec. 31st	1,000,000	40,000,000		
1854. Dec. 31st	1,000,000	1854. Dec. 31st	1,000,000	41,000,000		
1855. Dec. 31st	1,000,000	1855. Dec. 31st	1,000,000	42,000,000		
1856. Dec. 31st	1,000,000	1856. Dec. 31st	1,000,000	43,000,000		
1857. Dec. 31st	1,000,000	1857. Dec. 31st	1,000,000	44,000,000		
1858. Dec. 31st	1,000,000	1858. Dec. 31st	1,000,000	45,000,000		
1859. Dec. 31st	1,000,000	1859. Dec. 31st	1,000,000	46,000,000		
1860. Dec. 31st	1,000,000	1860. Dec. 31st	1,000,000	47,000,000		
1861. Dec. 31st	1,000,000	1861. Dec. 31st	1,000,000	48,000,000		
1862. Dec. 31st	1,000,000	1862. Dec. 31st	1,000,000	49,000,000		
1863. Dec. 31st	1,000,000	1863. Dec. 31st	1,000,000	50,000,000		
1864. Dec. 31st	1,000,000	1864. Dec. 31st	1,000,000	51,000,000		
1865. Dec. 31st	1,000,000	1865. Dec. 31st	1,000,000	52,000,000		
1866. Dec. 31st	1,000,000	1866. Dec. 31st	1,000,000	53,000,000		
1867. Dec. 31st	1,000,000	1867. Dec. 31st	1,000,000	54,000,000		
1868. Dec. 31st	1,000,000	1868. Dec. 31st	1,000,000	55,000,000		
1869. Dec. 31st	1,000,000	1869. Dec. 31st	1,000,000	56,000,000		
1870. Dec. 31st	1,000,000	1870. Dec. 31st	1,000,000	57,000,000		
1871. Dec. 31st	1,000,000	1871. Dec. 31st	1,000,000	58,000,000		
1872. Dec. 31st	1,000,000	1872. Dec. 31st	1,000,000	59,000,000		
1873. Dec. 31st	1,000,000	1873. Dec. 31st	1,000,000	60,000,000		
1874. Dec. 31st	1,000,000	1874. Dec. 31st	1,000,000	61,000,000		
1875. Dec. 31st	1,000,000	1875. Dec. 31st	1,000,000	62,000,000		
1876. Dec. 31st	1,000,000	1876. Dec. 31st	1,000,000	63,000,000		
1877. Dec. 31st	1,000,000	1877. Dec. 31st	1,000,000	64,000,000		
1878. Dec. 31st	1,000,000	1878. Dec. 31st	1,000,000	65,000,000		
1879. Dec. 31st	1,000,000	1879. Dec. 31st	1,000,000	66,000,000		
1880. Dec. 31st	1,000,000	1880. Dec. 31st	1,000,000	67,000,000		
1881. Dec. 31st	1,000,000	1881. Dec. 31st	1,000,000	68,000,000		
1882. Dec. 31st	1,000,000	1882. Dec. 31st	1,000,000	69,000,000		
1883. Dec. 31st	1,000,000	1883. Dec. 31st	1,000,000	70,000,000		
1884. Dec. 31st	1,000,000	1884. Dec. 31st	1,000,000	71,000,000		
1885. Dec. 31st	1,000,000	1885. Dec. 31st	1,000,000	72,000,000		
1886. Dec. 31st	1,000,000	1886. Dec. 31st	1,000,000	73,000,000		
1887. Dec. 31st	1,000,000	1887. Dec. 31st	1,000,000	74,000,000		
1888. Dec. 31st	1,000,000	1888. Dec. 31st	1,000,000	75,000,000		
1889. Dec. 31st	1,000,000	1889. Dec. 31st	1,000,000	76,000,000		
1890. Dec. 31st	1,000,000	1890. Dec. 31st	1,000,000	77,000,000		
1891. Dec. 31st	1,000,000	1891. Dec. 31st	1,000,000	78,000,000		
1892. Dec. 31st	1,000,000	1892. Dec. 31st	1,000,000	79,000,000		
1893. Dec. 31st	1,000,000	1893. Dec. 31st	1,000,000	80,000,000		
1894. Dec. 31st	1,000,000	1894. Dec. 31st	1,000,000	81,000,000		
1895. Dec. 31st	1,000,000	1895. Dec. 31st	1,000,000	82,000,000		
1896. Dec. 31st	1,000,000	1896. Dec. 31st	1,000,000	83,000,000		
1897. Dec. 31st	1,000,000	1897. Dec. 31st	1,000,000	84,000,000		
1898. Dec. 31st	1,000,000	1898. Dec. 31st	1,000,000	85,000,000		
1899. Dec. 31st	1,000,000	1899. Dec. 31st	1,000,000	86,000,000		
1900. Dec. 31st	1,000,000	1900. Dec. 31st	1,000,000	87,000,000		
1901. Dec. 31st	1,000,000	1901. Dec. 31st	1,000,000	88,000,000		
1902. Dec. 31st	1,000,000	1902. Dec. 31st	1,000,000	89,000,000		
1903. Dec. 31st	1,000,000	1903. Dec. 31st	1,000,000	90,000,000		
1904. Dec. 31st	1,000,000	1904. Dec. 31st	1,000,000	91,000,000		
1905. Dec. 31st	1,000,000	1905. Dec. 31st	1,000,000	92,000,000		
1906. Dec. 31st	1,000,000	1906. Dec. 31st	1,000,000	93,000,000		
1907. Dec. 31st	1,000,000	1907. Dec. 31st	1,000,000	94,000,000		
1908. Dec. 31st	1,000,000	1908. Dec. 31st	1,000,000	95,000,000		
1909. Dec. 31st	1,000,000	1909. Dec. 31st	1,000,000	96,000,000		
1910. Dec. 31st	1,000,000	1910. Dec. 31st	1,000,000	97,000,000		
1911. Dec. 31st	1,000,000	1911. Dec. 31st	1,000,000	98,000,000		
1912. Dec. 31st	1,000,000	1912. Dec. 31st	1,000,000	99,000,000		
1913. Dec. 31st	1,000,000	1913. Dec. 31st	1,000,000	100,000,000		
1914. Dec. 31st	1,000,000	1914. Dec. 31st	1,000,000	101,000,000		
1915. Dec. 31st	1,000,000	1915. Dec. 31st	1,000,000	102,000,000		
1916. Dec. 31st	1,000,000	1916. Dec. 31st	1,000,000	103,000,000		
1917. Dec. 31st	1,000,000	1917. Dec. 31st	1,000,000	104,000,000		
1918. Dec. 31st	1,000,000	1918. Dec. 31st	1,000,000	105,000,000		
1919. Dec. 31st	1,000,000	1919. Dec. 31st	1,000,000	106,000,000		
1920. Dec. 31st	1,000,000	1920. Dec. 31st	1,000,000	107,000,000		
1921. Dec. 31st	1,000,000	1921. Dec. 31st	1,000,000	108,000,000		
1922. Dec. 31st	1,000,000	1922. Dec. 31st	1,000,000	109,000,000		
1923. Dec. 31st	1,000,000	1923. Dec. 31st	1,000,000	110,000,000		
1924. Dec. 31st	1,000,000	1924. Dec. 31st	1,000,000	111,000,000		
1925. Dec. 31st	1,000,000	1925. Dec. 31st	1,000,000	112,000,000		
1926. Dec. 31st	1,000,000	1926. Dec. 31st	1,000,000	113,000,000		
1927. Dec. 31st	1,000,000	1927. Dec. 31st	1,000,000	114,000,000		
1928. Dec. 31st	1,000,000	1928. Dec. 31st	1,000,000	115,000,000		
1929. Dec. 31st	1,000,000	1929. Dec. 31st	1,000,000	116,000,000		
1930. Dec. 31st	1,000,000	1930. Dec. 31st	1,000,000	117,000,000		
1931. Dec. 31st	1,000,000	1931. Dec. 31st	1,000,000	118,000,000		
1932. Dec. 31st	1,000,000	1932. Dec. 31st	1,000,000	119,000,000		
1933. Dec. 31st	1,000,000	1933. Dec. 31st	1,000,000	120,000,000		
1934. Dec. 31st	1,000,000	1934. Dec. 31st	1,000,000	121,000,000		
1935. Dec. 31st	1,000,000	1935. Dec. 31st	1,000,000	122,000,000		
1936. Dec. 31st	1,000,000	1936. Dec. 31st	1,000,000	123,000,000		
1937. Dec. 31st	1,000,000	1937. Dec. 31st	1,000,000	124,000,000		
1938. Dec. 31st	1,000,000	1938. Dec. 31st	1,000,000	125,000,000		
1939. Dec. 31st	1,000,000	1939. Dec. 31st	1,000,000	126,000,000		
1940. Dec. 31st	1,000,000	1940. Dec. 31st	1,000,000	127,000,000		
1941. Dec. 31st	1,000,000	1941. Dec. 31st	1,000,000	128,000,000		
1942. Dec. 31st	1,000,000	1942. Dec. 31st	1,000,000	129,000,000		
1943. Dec. 31st	1,000,000	1943. Dec. 31st	1,000,000	130,000,000		
1944. Dec. 31st	1,000,000	1944. Dec. 31st	1,000,000	131,000,000		
1945. Dec. 31st	1,000,000	1945. Dec. 31st	1,000,000	132,000,000		
1946. Dec. 31st	1,000,000	1946. Dec. 31st	1,000,000	133,000,000		
1947. Dec. 31st	1,000,000	1947. Dec. 31st	1,000,000	134,000,000		
1948. Dec. 31st	1,000,000	1948. Dec. 31st	1,000,000	135,000,000		
1949. Dec. 31st	1,000,000	1949. Dec. 31st	1,000,000	136,000,000		
1950. Dec. 31st	1,000,000	1950. Dec. 31st	1,000,000	137,000,000		
1951. Dec. 31st	1,000,000	1951. Dec. 31st	1,000,000	138,000,000		
1952. Dec. 31st	1,000,000	1952. Dec. 31st	1,000,000	139,000,000		
1953. Dec. 31st	1,000,000	1953. Dec. 31st	1,000,000	140,000,000		
1954. Dec. 31st	1,000,000	1954. Dec. 31st	1,000,000	141,000,000		
1955. Dec. 31st	1,000,000	1955. Dec. 31st	1,000,000	142,000,000		
1956. Dec. 31st	1,000,000	1956. Dec. 31st	1,000,000	143,000,000		
1957. Dec. 31st	1,000,000	1957. Dec. 31st	1,000,000	144,000,000		
1958. Dec. 31st	1,000,000	1958. Dec. 31st	1,000,000	145,000,000		
1959. Dec. 31st	1,000,000	1959. Dec. 31st	1,000,000	146,000,000		
1960. Dec. 31st	1,000,000	1960. Dec. 31st	1,000,000	147,000,000		
1961. Dec. 31st	1,000,000	1961. Dec. 31st	1,000,000	148,000,000		
1962. Dec. 31st	1,000,000	1962. Dec. 31st	1,000,000	149,000,000		
1963. Dec. 31st	1,000,000	1963. Dec. 31st	1,000,000	150,000,000		
1964. Dec. 31st	1,000,000	1964. Dec. 31st	1,000,000	151,000,000		
1965. Dec. 31st	1,000,000	1965. Dec. 31st	1,000,000	152,000,000		
1966. Dec. 31st	1,000,000	1966. Dec. 31st	1,000,000	153,000,000		
1967. Dec. 31st	1,000,000	1967. Dec. 31st	1,000,000	154,000,000		
1968. Dec. 31st	1,000,000	1968. Dec. 31st	1,000,000	155,000,000		
1969. Dec. 31st	1,000,000	1969. Dec. 31st	1,000,000	156,000,000		
1970. Dec. 31st	1,000,000	1970. Dec. 31st	1,000,000	157,000,000		
1971. Dec. 31st	1,000,000	1971. Dec. 31st	1,000,000	158,000,000		
1972. Dec. 31st	1,000,000	1972. Dec. 31st	1,000,000	159,000,000		
1973. Dec. 31st	1,000,000	1973. Dec. 31st	1,000,000	160,000,000		
1974. Dec. 31st	1,000,000	1974. Dec. 31st	1,000,000	161,000,000		
1975. Dec. 31st	1,000,000	1975. Dec. 31st	1,000,000	162,000,000		
1976. Dec. 31st	1,000,000	1976. Dec. 31st	1,000,000	163,000,000		
1977. Dec. 31st	1,000,000	1977. Dec. 31st	1,000,000	164,000,000		
1978. Dec. 31st	1,000,000	1978. Dec. 31st	1,000,000	165,000,000		
1979. Dec. 31st	1,000,000	1979. Dec. 31st	1,000,000	166,000,000		
1980. Dec. 31st	1,000,000	1980. Dec. 31st	1,000,000	167,000,000		
1981. Dec. 31st	1,000,000	1981. Dec. 31st	1,000,000	168,000,000		
1982. Dec. 31st	1,000,000	1982. Dec. 31st	1,000,000	169,000,000		
1983. Dec. 31st	1,000,000	1983. Dec. 31st	1,000,000	170,000,000		
1984. Dec. 31st	1,000,000	1984. Dec. 31st	1,000,000	171,000,000		
1985. Dec. 31st	1,000,000	1985. Dec. 31st	1,000,000	172,000,000		
1986. Dec. 31st	1,000,000	1986. Dec. 31st	1,000,000	173,000,000		
1987. Dec. 31st	1,000,000	1987. Dec. 31st	1,000,000	174,000,000		
1988. Dec. 31st	1,000,000	1988. Dec. 31st	1,000,000	175,000,000		
1989. Dec. 31st	1,000,000	1989. Dec. 31st	1,000,000	176,000,000		
1990. Dec. 31st	1,000,000	1990. Dec. 31st	1,000,000	177,000,000		
1991. Dec. 31st	1,000,000	1991. Dec. 31st	1,000,000	178,000,000		
1992. Dec. 31st	1,000,000	1992. Dec. 31st	1,000,000	179,000,000		
1993. Dec. 31st	1,000,000	1993. Dec. 31st	1,000,000	180,000,000		
1994. Dec. 31st	1,000,000	1994. Dec. 31st	1,000,000	181,000,000		
1995. Dec. 31st	1,000,000	1995. Dec. 31st	1,000,000	182,000,000		
1996. Dec. 31st	1,000,000	1996. Dec. 31st	1,000,000	183,000,000		
1997. Dec. 31st	1,000,000	1997. Dec. 31st	1,000,000	184,000,000		
1998. Dec. 31st	1,000,000	1998. Dec. 31st	1,000,000	185,000,000		
1999. Dec. 31st	1,000,000	1999. Dec. 31st	1,000,000	186,000,000		
2000. Dec. 31st	1,000,000	2000. Dec. 31st	1,000,000	187,000,000		
2001. Dec. 31st	1,000,000	2001. Dec. 31st	1,000,000	188,000,000		
2002. Dec. 31st	1,000,000	2002. Dec. 31st	1,000,000	189,000,000		
2003. Dec. 31st	1,000,000	2003. Dec. 31st	1,000,000	190,000,000		
2004. Dec. 31st	1,000,000	2004. Dec. 31st	1,000,000	191,000,000		
2005. Dec. 31st	1,000,000	2005. Dec. 31st	1,000,000	192,000,000		
2006. Dec. 31st	1,000,000	2006. Dec. 31st	1,000,000	193,000,000		
2007. Dec. 31st	1,000,000	2007. Dec. 31st	1,000,000	194,000,000		
2008. Dec. 31st	1,000,000	2008. Dec. 31st	1,000,000	195,000,000		
2009. Dec. 31st	1,000,000	2009. Dec. 31st	1,000,000	196,000,000		
2010. Dec. 31st	1,000,000	2010. Dec. 31st	1,000,000	197,000,000		
2011. Dec. 31st	1,000,000	2011. Dec. 31st	1,000,000	198,000,000		
2012. Dec. 31st	1,000,000	2012. Dec. 31st	1,000,000	199,000,000		
2013. Dec. 31st	1,000,000	2013. Dec. 31st	1,000,000	200,000,000		
2014. Dec. 31st	1,000,000	2014. Dec. 31st	1,000,000	201,000,000		
2015. Dec. 31st	1,000,000	2015. Dec. 31st	1,000,000	202,000,000		
2016. Dec. 31st	1,000,000	2016. Dec. 31st	1,000,000	203,000,000		
2017. Dec. 31st	1,000,000	2017. Dec. 31st	1,000,000	204,000,000		
2018. Dec. 31st	1,000,000	2018. Dec. 31st	1,000,000	205,000,000		
2019. Dec. 31st	1,000,000	2019. Dec. 31st	1,000,000	206,000,000		
2020. Dec. 31st	1,000,000	2020. Dec. 31st	1,000,000	207,000,000		
2021. Dec. 31st	1,000,000	2021. Dec. 31st	1,000,000	208,000,000		
2022. Dec. 31st	1,000,000	2022. Dec. 31st	1,000,000	209,000,000		
2023. Dec. 31st	1,000,000	2023. Dec. 31st	1,000,000	210,000,000		
2024. Dec. 31st	1,000,000	2024. Dec. 31st	1,000,000	211,000,000		
2025. Dec. 31st	1,000,000	2025. Dec. 31st	1,000,000	212,000,000		
2026. Dec. 31st	1,000,000	2026. Dec. 31st	1,000,000	213,000,000		
2027. Dec. 31st	1,000,000	2027. Dec. 31st	1,000,000	214,000,000		
2028. Dec. 31st	1,000,000	2028. Dec. 31st	1,000,000	215,000,000		
2029. Dec. 31st	1,000,000	2029. Dec. 31st	1,000,000	216,000,000		
2030. Dec. 31st	1,000,000	2030. Dec. 31st	1,000,000	217,000,000		
2031. Dec. 31st	1,000,000	2031. Dec. 31st	1,000,000	218,000,000		
2032. Dec. 31st	1,000,000	2032. Dec. 31st	1,000,000	219,000,000		
2033. Dec. 31st	1,000,000	2033. Dec. 31st	1,000,000	220,000,000		
2034. Dec. 31st	1,000,000	2034. Dec. 31st	1,000,000	221,000,000		
2035. Dec. 31st	1,000,000	2035. Dec. 31st	1,000,000	222,000,000		
2036. Dec. 31st	1,000,000	2036. Dec. 31st	1,000,000	223,000,000		
2037. Dec. 31st	1,000,000	2037. Dec. 31st	1,000,000	224,000,000		
2038. Dec. 31st	1,000,000	2038. Dec. 31st	1,000,000	225,000,000		
2039. Dec. 31st	1,000,000	2039. Dec. 31st	1,000,000	226,000,000		
2040. Dec. 31st	1,000,000	2040. Dec. 31st	1,000,000	227,000,000		
2041. Dec. 31st	1,000,000	2041. Dec. 31st	1,000,000	228,000,000		
2042. Dec. 31st	1,000,000	2042. Dec. 31st	1,000,000	229,000,000		
2043. Dec. 31st	1,000,000	2043. Dec. 31st	1,000,000	230,000,000		
2044. Dec. 31st	1,000,000	2044. Dec. 31st	1,000,000	231,000,000		
2045. Dec. 31st	1,000,000	2045. Dec. 31st	1,000,000	232,000,000		
2046. Dec. 31st	1,000,000	2046. Dec. 31st	1,000,000	233,000,000		
2047. Dec. 31st	1,000,000	2047. Dec. 31st	1,000,000	234,000,000		
2048. Dec. 31st	1,000,000	2048. Dec. 31st	1,000,000	235,000,000		
2049. Dec. 31st	1,000,000	2049. Dec. 31st	1,000,000	236,000,000		
2050. Dec. 31st	1,000,000	2050. Dec. 31st	1,000,000	237,000,000		
2051. Dec. 31st	1,000,000	2051. Dec. 31st	1,000,000	238,000,000		
2052. Dec. 31st	1,000,000	2052. Dec. 31st	1,000,000	239,000,000		
2053. Dec. 31st	1,000,000	2053. Dec. 31st	1,000,000	240,000,000		
2054. Dec. 31st	1,000,000	2054. Dec. 31st	1,000,000	241,000,000		
2055. Dec. 31st	1,000,000	2055. Dec. 31st	1,000,000	242,000,000		
2056. Dec. 31st	1,000,000	2056. Dec. 31st	1,000,000	243,000,000		
2057. Dec. 31st	1,000,000	2057. Dec. 31st	1,000,000	244,000,000		
2058. Dec. 31st	1,000,000	2058. Dec. 31st	1,000,000	245,000,000		
2059. Dec. 31st	1,000,000	2059. Dec. 31st	1,000,000	246,000,000		
2060. Dec. 31st	1,000,000	2060. Dec. 31st	1,000,000	247,000,000		
2061. Dec. 31st	1,000,000	2061. Dec. 31st	1,000,000	248,000,000		
2062. Dec. 31st	1,000,000	2062. Dec. 31st	1,000,000	249,000,000		
2063. Dec. 31st	1,000,000	2063. Dec. 31st	1,000,000	250,000,000		
2064. Dec. 31st	1,000,000	2064. Dec. 31st	1,000,000	251,000,000		
2065. Dec. 31st	1,000,000	2065. Dec. 31st	1,000,000	252,000,000		
2066. Dec. 31st	1,000,000	2066. Dec. 31st	1,000,000	253,000,000		
2067. Dec. 31st	1,000,000	2067. Dec. 31st	1,000,000	254,000,000		
2068. Dec. 31st	1,000,000	2068. Dec. 31st	1,000,000	255,000,000		
2069. Dec. 31st	1,000,000	2069. Dec. 31st	1,000,000	256,000,000		
2070. Dec. 31st	1,000,000	2070. Dec. 31st	1,000,000	257,000,000		
2071. Dec. 31st	1,000,000	2071. Dec. 31st	1,000,000	258,000,000		
2072. Dec. 31st	1,000,000	2072. Dec. 31st	1,000,000	259,000,000		
2073. Dec. 31st	1,000,000	2073. Dec. 31st	1,000,000	260,000,000		
2074. Dec. 31st	1,000,000	2074. Dec. 31st	1,000,000	261,000,000		
2075. Dec. 31st	1,000,000	2075. Dec. 31st	1,000,000	262,000,000		
2076. Dec. 31st	1,000,000	2076. Dec. 31st	1,000,000	263,000,000		
2077. Dec. 31st	1,000,000	2077. Dec. 31st	1,000,000	264,000,000		
2078. Dec. 31st	1,000,000	2078. Dec. 31st	1,000,000	265,000,000		
2079. Dec. 31st	1,000,000	2079. Dec. 31st	1,000,000	266,000,000		
2080. Dec. 31st	1,000,000	2080. Dec. 31st	1,000,000	267,000,000		
2081. Dec. 31st	1,000,000	2081. Dec. 31st	1,000,000	268,000,000		
2082. Dec. 31st	1,000,000	2082. Dec. 31st	1,000,000	269,000,000		
2083. Dec. 31st	1,000,000	2083. Dec. 31st	1,000,000	270,000,000		
2084. Dec. 31st	1,000,000	2084. Dec. 31st	1,000,000	271,000,000		
2085. Dec. 31st	1,000,000	2085. Dec. 31st	1,000,000	272,000,000		
2086. Dec. 31st	1,000,000	2086. Dec. 31st	1,000,000	273,000,000		
2087. Dec. 31st	1,000,000	2087. Dec. 31st	1,000,000	274,000,000		
2088. Dec. 31st	1,000,000	2088. Dec. 31st	1,000,000	275,000,000		
2089. Dec. 31st	1,000,000	2089. Dec. 31st	1,000,000	276,000,000		
2090. Dec. 31st	1,000,000	2090. Dec. 31st	1,000,000	277,000,000		
2091. Dec. 31st	1,000,000	2091. Dec. 31st	1,000,000	278,000,000		
2092. Dec. 31st	1,000,000	2092. Dec. 31st	1,000,000	279,000,000		
2093. Dec. 31st	1,000,000	2093. Dec. 31st	1,000,000	280,000,000		
2094. Dec. 31st	1,000,000	2094. Dec. 31st	1,000,000	281,000,000		
2095. Dec. 31st	1,000,000	2095. Dec. 31st	1,000,000	282,000,000		
2096. Dec. 31st	1,000,000	2096. Dec. 31st	1,000,000	283,000,000		
2097. Dec. 31st	1,000,000	2097. Dec. 31st	1,000,000	284,000,000		
2098. Dec. 31st	1,000,000	2098. Dec. 31st	1,000,000	285,000,000		
2099. Dec. 31st	1,000,000	2099. Dec. 31st	1,000,000	286,000,000		
2100. Dec. 31st	1,000,000	2100. Dec. 31st	1,000,000	287,000,000		
2101. Dec. 31st	1,000,000	2101. Dec. 31st	1,000,000	288,000,000		
2102. Dec. 31st	1,000,000	2102. Dec. 31st	1,000,000	289,000,000		
2103. Dec. 31st	1,000,000	2103. Dec. 31st	1,000,000	290,000,000		
2104. Dec. 31st	1,000,000	2104. Dec. 31st	1,000,000	291,000,000		
2105. Dec. 31st	1,000,000	2105. Dec. 31st	1,000,000	292,000,000		
2106. Dec. 31st	1,000,000	2106. Dec. 31st	1,000,000	293,000,000		
2107. Dec. 31st	1,000,000	2107. Dec. 31st	1,000,000	294,000,000		
2108. Dec. 31st	1,000,000	2108. Dec. 31st	1,000,000	295,000,000		
2109. Dec. 31st	1,000,000	2109. Dec. 31st	1,000,000	296,000,000		
2110. Dec. 31st	1,000,000	2110. Dec. 31st	1,000,000	297,000,000		
2111. Dec. 31st	1,000,000	2111. Dec. 31st	1,000,000	298,000,000		
2112. Dec. 31st	1,000,000	2112. Dec. 31st	1,000,000	299,000,000		
2113. Dec. 31st	1,000,000	2113. Dec. 31st	1,000,000	300,000,000		
2114. Dec. 31st	1,000,000	2114. Dec. 31st	1,000,000	301,000,000		
2115. Dec. 31st	1,000,000	2115. Dec. 31st	1,000,000	302,000,000		
2116. Dec. 31st	1,000,000	2116. Dec. 31st	1,000,000	303,000,000		
2117. Dec. 31st	1,000,000	2117. Dec. 31st

Schedule of Estimate.

Estimate of Tolls to be collected on the Forty Mile Level of the Georgia Canal.

85	Tolls Level a	118	12½ Mills/8 per Mile for 23½	295 " "

Statement of Tolls collected on the Forty Mile Level of the Georgia Canal from 1st June 1848 to 30th June 1847

The Georgia Canal Company in account with the State of Georgia Dr.

To Commutation on the year 1841 where the Canal was completed to the Coast and received the Canal Tolls for the year ending 31st December 1846 as per Statement A. Tolls collected on Canal Boats passing through the Locks at Darien 1846 as per Statement B. Tolls collected on Canal Boats passing through the Locks at Darien 1847 as per Statement C. Tolls collected on Canal Boats passing through the Locks at Darien 1848 as per Statement D. Balance due the State of Georgia on the 1st January 1848 carried down to the Credit of Canal Account

Cr.

By Cash received from the Treasurer of the State of Georgia on account of Canal Tolls

By Cash received from the Treasurer of the State of Georgia on account of Canal Tolls

By Cash received from the Treasurer of the State of Georgia on account of Canal Tolls

By Balance due the State of Georgia on the 1st January 1848 carried down to the Credit of Canal Account

Fire insured state Fire
Office - 1 Royal Exchange
Hydraulic Co. Pat.

Letters / Cont.d

96	Fire & Life Insce	18	5	9	23	Stand for one year from 1819	£10	11	2	Fire insured in the Hydraulic Co.
	Policy of the Hydraulic Co.					Fire & Life Insce				
	Thos. Hodgkinson					Fire & Life				
	Fire & Life Insce					19th Stand for one year from				
						1843 & 11th				
						October 1847				

General Insurance Company

Letters

497	Thames Policy	170	13	Stand for one year from	18				Fire insured in the Hydraulic Co.
	Thames Policy				1819	Insurance effected			Hydraulic Co. Insurance
	Policy of Insurance					Stand for one year from 1780			
						Thames Policy No. 1221			
						Insurance effected			
						18th & 19th			
						Oct.r 1847			

Fire insured state Fire
Office - 1 Royal Exchange
Hydraulic Co. Pat.

Letters / Cont.d

96	Fire & Life Insce	18	5	9	23	Stand for one year from 1819	£10	11	2	Fire insured in the Hydraulic Co.
	Policy of the Hydraulic Co.					Fire & Life Insce				
	Thos. Hodgkinson					Fire & Life				
	Fire & Life Insce					19th Stand for one year from				
						1843 & 11th				
						October 1847				

General Insurance Company

Letters

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	Thames Policy				1819	Insurance effected			Hydraulic Co. Insurance
	Policy of Insurance					Stand for one year from 1780			
						Thames Policy No. 1221			
						Insurance effected			
						18th & 19th			
						Oct.r 1847			

Fire insured state Fire
Office - 1 Royal Exchange
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Letters / Cont.d

96	Fire & Life Insce	18	5	9	23	Stand for one year from 1819	£10	11	2	Fire insured in the Hydraulic Co.
	Policy of the Hydraulic Co.					Fire & Life Insce				
	Thos. Hodgkinson					Fire & Life				
	Fire & Life Insce					19th Stand for one year from				
						1843 & 11th				
						October 1847				

General Insurance Company

Letters

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						Thames Policy No. 1221			
						Insurance effected			
						18th & 19th			
						Oct.r 1847			

Fire insured state Fire
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Letters / Cont.d

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	Policy of the Hydraulic Co.					Fire & Life Insce				
	Thos. Hodgkinson					Fire & Life				
	Fire & Life Insce					19th Stand for one year from				
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General Insurance Company

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	Policy of Insurance					Stand for one year from 1780			
						Thames Policy No. 1221			
						Insurance effected			
						18th & 19th			
						Oct.r 1847			

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Letters / Cont.d

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General Insurance Company

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	Policy of Insurance					Stand for one year from 1780			
						Thames Policy No. 1221			
						Insurance effected			
						18th & 19th			
						Oct.r 1847			

Resolution thereon. Resolved that the foregoing letter, and the revised Statements which accompanies it, be submitted to Government, with the Board's recommendation that sanction be granted for payment of the arrears due to the several Yeomiahdars therein named, and for continuance of their allowances.-

It will be observed that the claimants are sharers in certain of the Yeomiahs entered in the Mogeva Jabitah of the District of North Arcot for Fasly 1228, which received the sanction of Government on the 23d April 1819.-

(50-51)

To J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

(52)

Sir,

From the Coll. of Guntoor ----- }

Received the following letter.

To Board 13th April 1847
From Do. 6th May.
From Do. 5th July.
To Do. 10th Do.
To Do. 18th September
Paras 4
From Do. 7th Feby 1848
Paras 3 and 4.

With reference to the correspondence noted in the margin, I have the honor to forward the accompanying Persian Note, from His Highness the Nizam's Government to the British Residency at Hyderabad and the Statement mentioned in it with translation received in

in a letter to my address from the Assistant Resident, dated the 10th instant on the subject of the falling off in the exports of Salt from the coast to the Nizam's Territory.

In so far as the decrease in the
3
sales is ascribed to cornatees having engaged in the trade, and the superceeding of the use of the Lumbadies bullocks by employing Carts, the Statement is not borne out by facts as no Salt has been conveyed from this District in that mode, and even if carts may have been employed in Masulipatam or Nellore this would not account for the diminished demand at the stores.

It would seem likely however
3
that from changes actual or contemplated in the rules affecting the Salt trade in the Nizam's Country the Lumbadies held back from purchasing to the usual extent.-

Guntoor Zillah
Coll's Cutcherry,
Bauputtah,
2d March 1848.

} (Signed) H. Stokes
Coll.

Hijree 1246. 4th Chand Months Rabbi
-ul-Sany corresponding 10th March 1848.-

Note from Nawab Sheranzool Moolk Bahader to the British Residency.

Your Excellency's Note, saying that the

the Collector of Guntoor had written requesting to know the cause of the decrease in the Salt &c. traffick during the last year, was received on the 13th. Chaud. Month Rablewook. The Statements which the people of the Sadoping Talook &c. (105 Talooks) have forwarded to the Sirkar are herewith enclosed for your consideration.

Copy of the Statements.

1st. Since a long time, the Brinjaries, Sarakedars, Beddaridars and other Salt Merchants have been carrying on the Salt traffic in the following manner; they load their Salt on Bullocks and pay a tax of Rupees 1¼ per Bullock which together, with Rupee 1 for the charges of Rohadars and Layen, amounts altogether to Rupees 2¼, on selling the Salt they reserve a small profit for themselves and in this way make their living. Some Merchants of Bushmuk Gunjon Seconderabad have commenced to transport the Salt on Bandies, and also sell it without previously paying the tax, which the Brinjaries have been accustomed to do, in consequence of this, the Brinjaries have altogether ceased to transport Salt on Bullocks, and there is accordingly a decrease in the Collection of Money. Cowles have

have however been given to the Brinjaries, and in future the Salt will be sold as usual.

Statement 2. There have been always brought from the Salt Cottaurs at Nellore, Masulipatam and Guntoor to the Choukies of the Sadopauz Talooks about 3,60,000 Maunds of Salt &c. on 120,000 bullocks, there being occasionally in some years a difference more or less of 10 or 15 thousand bullock loads. Instead of the Brinjaries, some other people have brought Salt from the abovementioned Cottars and sold to the Burmool, Dawa, Dawada and the Neighbouring Villages. In the Zillah to which the Sadopauz Talooks belongs there is a Choukey. The Merchants of Bushmuk gunj or Seconderabad have lately agreed to transport the Salt and to pay 5 per Cent. on the original price. This has completely unsettled the trade of the Brinjaries, and they consider that as strange Merchants have encroached on their business, and as they transport on one bandy as much Salt, as 12 Bullocks can carry, their trade in Salt is ruined. In consequence of this, some of the Brinjaries are now doing business for hire, and some of them have gone to the Concan Coast where

the

the Contractors have not Bandies. As the Bullocks which have come this year to the Cheultries of the Sadosponze Talooks &c are fewer than those in former years by about 20,000 there has been a decrease in the Sale of Salt, and as these Merchants have thus engaged in their trade, the Brinjaries have now no means of subsistence and they therefore pray that some arrangement in their favor may be made.

Quantity of Salt in the Cheultries of the Sadosponze Talooke at various seasons.

In Fusly	Maunds		
55	3,60,000	Salt loaded at the rate of 3 Maunds per Bullock amounts for 1,20,000 bullocks to 3,60,000 Maunds.	
56	3,00,000	At the same rate on 1,00,000 bullocks amounts to 3,00,000 Maunds.	

This year 20,000 bullocks less have come which at 3 Maunds per bullock makes a deficiency of 60,000 Maunds.

/ True Translation /

/ Signed / Ho Stokes

Collecton.

Resolution thereon.

The above communication together with its enclosure from the Assistant Resident at Hyderabad will be taken into consideration on the receipt of further information from the Collecton of Guntoor on the subject of the decrease in the Inland Salt sales in his District during Fusly 1256.

52-53

Received

54

From the Offg Secy to Government.

Referring letter from the Commissary General forwarding certain papers and recommending for favorable consideration that the award passed against the Military Contractor at Masulipatam by the Court of Requests for hire of Casks detained at the Collector's Cutcherry may be defrayed out of the sale of the confiscated Arrack.

Received the following Extract.

Extract from the Minutes of Consultation under date the 27th March 1848.

Read the following

Extract from the Minutes of Consultation in the Military Department 20th March 1848.

Read the following letter.

To

Sir H. C. Montgomery Bart.

Officiating Chief Secretary to Government

Fort St. George.

Sir

With reference to former correspondence on the subject of Arrack, the property of the Military Abokarry Contractor confiscated by the Civil authorities at Masulipatam, I have the honor to state for the information of the Honorable the Governor in Council, that the Officer of this Department at Masulipatam forwarded to me a Petition from the Abokarry Contractor with the Papers reporting that an award has been passed against him by a Court of Requests for the hires of the Casks for the period they were detained at the Collector's Cutcherry with the confiscated Arrack, I beg leave to commend this point in the Contractor's case for the favorable consideration of His Honor in Council, in order to the amount awarded against the Contractor

Seeing

being defrayed out of the proceeds of the sale of the confiscated Arrack.

2. Copies of such Papers as have immediate reference to the matter are herewith forwarded.

Commissary General's Office, Madras, 17th March 1848. } (Signed) A. Tulloch, Colonel, Commissary General.

To Lieutenant D. G. Pollard, Acting Superintendent of Military Police, Masulipatam.

The humble Petition of Guddam Jagapateroidoo, the Military Abkarry Contractor of Masulipatam.

Honored sir,

With utmost reverence and submission I beg leave to represent my case to your honor, as brief as possible.

1. I having rented the Military Abkarry of the Town of Bunder for one year from 1st July 1847 to the end of June 1848, obliged to send for Country Arrack from the Zillah of Rajahmundry, after obtaining permits from your predecessors and for that purpose I took 31 double Casks from one named Bharam Veeraswamy for which the particulars of the payments I made to him in part of the rent of the Casks, and the causes why the said Casks with the Arrack, were detained in the Collectors Cutcherry at this place, were fully stated in the answer I delivered in

in the name of the Officer Commanding the Garrison of Masulipatam. The Court of Requests, after having perused the Plaint and Answer presented by both the parties, made an award that I must make good to the Plaintiff the rent that was accrued for the Casks during their stay in the detention of the Collector too. I am ready to abide by the decision passed by the Court of Requests; but your predecessors, namely Captain Stevens, Captain Nicolay and Captain Taylor, pitying me for the loss I sustained owing to the seizure of the Arrack by the Collector on this subject, recommended my poor case to the Commissary General; this case, in consequence, is still under his consideration as appearing by the letter written by him lately to Captain Taylor on the matter.

2. The late Contractor Garlapauty Unmiah and his brother-in-law Colloory Vencatachellum, through grudge that I had the Contract for the present year in public sale by competition, made such intrigues that I might be subjected to the loss of 4,000 Rupees Notwithstanding which, I in order to save my long preserved character, laid out my own funds nearly to the amount of Rupees 8000 up to this period, on account of Circar Rents, Sebundy Wages, and rent, and have used to conduct the management of the Contract with much propriety.

3. I therefore humbly entreat your honor will, after taking my poor case into candid consideration and pitying me, be graciously pleased to acquaint the Commissary

Commissary General with the loss I sustained under the entrigues of my enemies aforesaid, and to order the Plaintiff to recover his dues from me by monthly instalments, because he agreed to do so, before the Mediators. Should your Honor deem it inexpedient to comply with my said request. I further beseech you will submit this my Petition and its enclosures, to the Commissary General with your favorable recommendation, and stay the execution of the award of the Court of Requests until the final decision of the Government in this say case, should be known. In which act of Justice and indulgence, I shall ever feel grateful.

Masulipatam, 28th January 1848.

/ Signed / Jagapatiraidoo

/ Signed / D. C. B.

To

The Officer Commanding the Garrison of Masulipatam.

Answer delivered in by Guddum Jagapatiroidoo the Military Ak Karry Contractor to the Complaint preferred by Bhavum Veerasawmy of Masulipatam.

Honored Sir,

With utmost reverence and submission I beg leave to represent the following circumstances to your honor, in answer to the complaint aforesaid.

1. I having rented the Military Ak Karry of this place

place for the period of one year commencing from 1st July 1847 to the end of June 1848 obliged to send for Country Arrack from the Zillah of Rajahmundry, after obtaining Passports from the Commissariat at this place, and took 31 double Casks from the Plaintiff for rent at 1½ Rupee each Cask a Month, for a period of 2 Months, to fetch the Arrack from that Zillah, and gave him an agreement on the 1st June 1847 promising that the Casks would be returned and the rent cleared to him within two Months from the date thereof.

2. The said Casks fetched the Arrack and arrived here on the 22d June only, but the late Contractor of the Military Ak Karry who now became the civil Ak Karry Renter of Bunder Mootlah had through envy to me, misrepresented to the Head of Police of this Town that the said Arrack was 500 Rupees in excess and that it was smuggled. Then the Head of Police being concerned with the late Military and present Civil Contractor aforesaid had the said Arrack stopped near the Military bound, and had it brought to the Collectors Cutcherry hereat, where the aforestated Casks were detained from 22d June until the 28th Nov.r last; and after causing the Arrack to be remeasured with the shortest measures that are in the use in the Town of Bunder (though it was purchased in the Zillah of Rajahmundry with the largest measures of that place) with an intention to make it appear except to the quantity in the Permits granted by the Tahsildar thereat,

at

at last the whole quantity of the Arrack in the Casks was sold in auction for Rupees 910 & ca deposited the same in the Collector's Office until the pleasure of the Government shall have been known on the subject. During the whole course of that period, all the charges attending to the attached Arrack in the Casks, were defrayed by the Collector himself, which circumstance will be evinced on reference to the report of the Collector to the Board of Revenue, an attested copy of which was sent by the Commissary General to Captain Taylor, the late Acting Commissariat Officer for his information and to get an explanation from me on the matter

3- I have complained of the foregoing acts of the late Military Abkary Contractor, and of the proceedings of the Head of the Police of this Town to the acting Collector and to the late Commissariat Officer of this place, and the records of their respective proceedings were submitted through channel for the consultation of the Superior authority, consequently the case is now pending before the Government.

4- The rent of the Casks in dispute, is to be paid by him alone under whose attachment they were detained from 22d. June up to the 28th. November last and to whose account the proceeds of the sale of the arrack will be carried, but have nothing to do with it. But however, I paid the Plaintiff Rupees 93 on account of the rent of the Casks in question for 2 Months agreeably to the agreement executed to him, but I never paid him as there existed money dealings between the Plaintiff and

and myself upon Bonds 3 in Number, and I made several payments to him at different dates out of which he carried 55 Rupees to the amount of the rent of the Casks, without my knowledge with an intention to shew that I paid him the same in part of the Casks in question, although the said 3 Bonds were already discharged by me yet the Plaintiff is deferring me from time to time without returning the Bonds to me.

5. I therefore humbly entreat your Honor will after perusing the aforegoing circumstances be pleased to bestow on me justice and to pass a judgment adjudging that the rent claimed by the Plaintiff shall be paid by him alone to whom the proceeds of the sales of the Arracks contained in the Casks abovementioned may be ordered by Government. For which act of Justice, I as in duty bound Will ever Pray.

Masulipatam, 28th January, 1848 } Signed/ [illegible] Jagapatiraidoo

Signed/ D. G. P.

From a Letter from Captain Collard, In charge of the Military Police, to the Commissary General dated Masulipatam, 18th February 1848.

"I have the honor to acknowledge the receipt of Major Macleane, Deputy Assistant Commissary General's Letter, and in reply to the Queries contained therein, beg to report as follows.

Dated 12th Feby 1848

1st. The Contractor brought to the notice

2d

of the Collector immediately on the first seizure of the

Arrack

Fort St. George — April 1848

Arrack, that the Casks containing it were not his own property and that hire thereon would have to be paid if they were detained, this was mentioned in a Petition dated 25th June 1847 Copy of which is forwarded herewith

He again mentioned the circumstance in a Petition to the address of Major Nicolay dated 13th September 1847 which was forwarded to you on the same date by that Officer, and again in his Etyzee to Government dated 14th October. transmitted to you on the 20th October. The Contractor likewise states that the fact was well known to Lieutenant Stevenson, then in charge of the Commissariat Department at this Station.

3 2nd The Court by which the award in question was made, was a Natives Court of Requests formed under act No. XI of 1841 = a Copy of the letter from the Department applying for the Court, and of Extract from Garrison Orders directing its assembly are herewith transmitted.

No. 2.

To

Major John Blaxland

Commanding Masulipatam

Sir,

Dated 3 Jan.y 1848.

I am transmitting the Original Petition addressed to you by Baurum Veerasawmy against the Military Ali Karry Contractor Guddum Jagapatheroydoo of Rupees 143-8-3; I have the honor to inform you, that I am

Fort St. George — April 1848

unable to settle the debt by Panchayat as the amount in question exceeds 20 Rupees, they the matter may be referred to a Court of Requests agreeably to Act No. II of 1841.

Military Police Office
Masulipatam
7th January 1848

Signed D. G. Pollard
Acting Superintendent
of Police

Extract from Garrison Orders by
Brigadier C. D. Dun Commanding
Dated Masulipatam 18th January 1848.

"A Native Court of Requests will assemble at the Mess House, 42nd Regiment at 11 o'clock A.M. on Thursday next the 20th Instant for the investigation of such claims as may be preferred before it.

The Officer Commanding 42nd Regiment will be pleased to detail 3 Native Officers for that duty, the Senior to sit as President and with reference to Para III. Act XI of 1841, a European Officer to Superintend the Proceedings and an Interpretor to the Court

A true Extract
Signed S. C. G. Stuart, Capt.
Acting Fort Adjutant

(A true Copy of an Extract)
Signed D. G. Pollard Lieut.
Acting Supt. of Police

Extract

Fort St. George. April 1848

Extract from the Proceedings of a Native Court of Requests assembled at Masulipatam on the 20 January 1848 by Order of Brigadier C. D. Dun Commanding Masulipatam

Plaintiff. Bauram Veerasawmy.

Defendant. Guddum Sagafullyyadoo

Award

"The Court are of opinion that the claim of Plaintiff is just and award that the sum of Rupees (Rs 3-8-0) One hundred and forty three, annas Eight and pice three be paid on demand to the Plaintiff in default of which the amount to be recovered by General Execution on the property of Defendant within the limits of the Cantonment."

Confirmed.

(Signed) C. D. Dun. Brigadier Commanding Masulipatam

(A true Extract)

(Signed) J. C. G. Stuart
A Sing Fort Adjutant

(A true Copy of an Extract)

(Signed) D. G. Pollard Lieut.
In charge Military Police

True Copies.

(Signed) A Fullock Colonel
Commissary General

Ordered

Fort St. George — 5. April 1848.

Ordered to be referred to the Revenue Department.

(Signed) C. A. Brown Lieut.-Col.
Secretary to Government

Referred to the Board of Revenue for report.

(Signed) J. D. Bourdillon
Offg. Secretary to Government.

54-55

To the Chief Secretary to Government.

To the Chief Sect. to Government

Reporting on the letter from the Commissary General recommending for the favorable consideration of Government that the award passed against the Abkarry Contractor at Masulipatam by the Court of Requests for hire of Casks detained at the Collectors Cutcherry may be defrayed out of the proceeds of the sale of the Confiscated Arrack.

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of an Extract Minutes Consultation 29th Ultimo, referring for their report a letter with enclosures from the Commissary General of the 17th idem- in which that Officer recommends for favorable consideration that the award passed against the Abkarry Contractor at Masulipatam by the Court of Requests for hire of Casks detained at the Collectors Cutcherry may be defrayed out of the proceeds of the sale of the confiscated Arrack.

2. In reply the Board instruct me to state that it would seem proper the

Fort St. George 4 April 1848

the representation of the Mr Barry Contractor that his arrack was seized on the 22d June last. The first report upon the subject to the Board was made by the In Cons. 13 August 1847 Acting Collector of Masulipatam on the 12th August, the intermediate time having been occupied by the references made to Rajahmundry to ascertain the correctness of the allegations made by the Renter in respect to the size of the measuring vessels used for the sale of spirits in that District. On the orders for the confiscation of the liquor being passed by the Board on the 30th August the Deputy assistant Commissary General Major Nicholay at the instance it may be presumed of the Contractor + 13th Sept. 1847 × applied for the postponement of the sale of the spirits pending a further reference to the 7th October 1847 Commissary General, but the Board declined to accede to the application. It will appear therefore that the delay which occurred in the sale of the arrack is in a great degree attributable to the Renter himself and he is clearly liable to all the consequences, indirect as well as direct, resulting from his irregular proceedings. Under all the circumstances however, as the loss of the Spirit will probably have

proved

Fort St. George 4 April 1848

proved a sufficient punishment, it will be for the consideration of Government how far the application made by Colonel Fullarton in his favor may be complied with. It is observed that the amount against the Renter is Rs. 143-8-3 the sum stated by him to have been realized by the sale of the arrack is Rs. 910.

Revenue Board Office
Fort St. George
26th April 1848

Signed T. Pycroft
Secretary

Received the following letter

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

56

Sir,

From the Collr of Madura — Have the honor to forward an Estimate for Rupees 18-11 for preparing Brass Chunny for the use of the Sandie combo Talook & Chunny as requested by the Acting Collector in his Gadast of the 28th February last, and to request that the necessary Sanction may be obtained.

ORIGINAL DESTROYED

Madura
Manamadura
13th April 1848.

Signed R. D. Parker
Collector
Estimate

6149

Fort St. George — April 1848.

Resolution thereon — Resolved that the letter above Recorded together with the Estimate which accompanied it be submitted for the orders of Government with the recommendation that authority be granted the Collector of Madura to disburse Rupees 118-4-11 Eighteen and 3 pice cleared in making a Chuttry for the use of the Pandicoonahoo Talook Cutcherry

Received the following letter —

56-57

To T. Pycroft Esqre
Secretary to the
Court of Wards —

58

Sir

From the Pres[t] } I have the honor to acknow-
Sec[y] of Revenue } ledge the receipt of Extract from the
Proceedings of the Court of Wards dated
the 6th Instant giving Cover to Extract
from Minutes of Consultation No 310
of the 28th Ultimo —

2 I can only imperfectly supply the information called for by the Honorable the Governor in Council in para 4 thereof, regarding the high price realized to the Samuttoor Estate by the sale of the Elephant alluded to, all that is known certainly is that the sale was a private one, the purchasing Parties agents to

ORIGINAL DESTROYED

Fort St. George — April 1848.
Abstract of Charges Enquired for, preparing &c
Explanation of Amounts of Charges &c
Decrease
Increase
Salary &c
Establishment
Contingencies
Total
Deduct Decrease
Charges in Increase
the year 1847
Charges in the year 1848
Collector
Revenue

agents of the Sattara Rajah and that the Animal never reached its destination, having died at Mysore — However the Elephant which I had an opportunity of seeing several times and at work, was the finest one that ever came under my observation, and his power in dragging Timber was unequalled, in these Parts —

Cannon — — }
12th April 1848 } (Signed) J. C. Wroughton
Principal Collector

Order thereon —

Ordered that a copy of the foregoing letter be submitted for the consideration of the 28th Instant No. 310 —

58-59

Received the following letter.

To T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George.

60

Sir,

From the Collr of Tinnevelly — } I have the honor to forward an advertisement inviting proposals for renting the Chank Fishery on the Coast of this District for one, two, or three years to commence on or about the 15th October next, and request that the Board will be pleased

please to cause the same to be inserted as usual in the Fort St. George Gazette —

Tinnevelly — —
Palamcottah — —
15th April 1848 } (Signed) C. B. Thomas
Collector

Advertisement —

1 Notice is hereby given that until the 26th May 1848 proposals on Company's Rupees will be received at the office of the Collector of Tinnevelly for renting the Chank Fishery on the Coast of the District of Tinnevelly for one two or three years to commence on or about the 15th October next —

2 A public bidding for the said rent will take place on the 26th May 1848 at the office of the Collector of Tinnevelly and the rent be given to the highest bidder or to the party who shall have sent in the highest proposal, subject to the approval of the Board of Revenue —

3 The names of the purchaser of the rent to be made known at the Office of the Collector on the 26th May 1848 the validity of all Security to be established on the day previous to that date —

Each.

Fort St George 2 April 1848.

4 Each proposal to be accompanied by a distinct reference for security and after examination of the property tendered as security the title deeds and other Documents connected with it as also the Moochil Rah of the surety who may be approved must be registered in the Court agreeably to Regulation XVII of 1802 and Act XII of 1830 otherwise the proposal will be rejected.

5 In the event of the Pearl Fishery occurring either at Manaar or on the Coast of Tinnevelly no remission will be granted on that account if the rent amounts to 5000 Company's Rupees yearly only but if the rent exceeds 5000 Rs. a remission in that case of 30 per Cent for 3 months (the longest period a Pearl Fishery was ever held) will be made to the Renters for the number of days in which the Chank Boats may have been engaged in the Pearl Fishery at Manaar in that year, and in the same manner a Remission of 10 per Cent for the same time will also be made for the [illegible] number of days on a Pearl Fishery occurring on the Coast of Tinnevelly in that year.—

Persons

Fort St George 2 April 1848.

6 Persons offering for the Rent are to limit themselves under a penalty of (1750 Rupees) one thousand seven hundred and fifty Rupees annually to keep apart all the Chanks which may prove to be under the proper Size determined by the Collector and to throw them back into the Sea on the Chank Banks in the manner which has been hitherto customary in this respect, the size of the Chanks to be returned into the Sea may be ascertained on application to the Collector.

7 Persons desirous of paying a fixed amount for every thousand Chanks actually fished are at liberty to make an offer to that effect.—

8 The most favorable tender will be accepted, subject to the approval of the Board of Revenue.—

Tinnevelly
Trichendoor
15th April 1848.

(Signed) E. B. Thomas
Collector

Order thereon— Ordered that the Advertisement which accompanies the foregoing letter be transmitted for publication in the Fort St George Gazette as requested by the Collector.—

Received

60-61

ORIGINAL DESTROYED

Fort St George 2nd April 1848

Received the following letter

To J. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St George

62

Sir,

From the Collr of Nellore — — —

Fort St. George 27th April 1848

having claimed a portion of the ground on which the said House is built, I beg. to refer the matter for your consideration and decision

I further beg to bring to your notice that Queen's Pensioner William Deverel recently purchased from a Native named Nic: napah, a small Hut and ground for 35 — Rupees adjacent to the above Bungalow — (Mr. Turner's) on which the Pensioner was about to erect a dwelling, but has been prevented by Mr. Turner, who claims the ground as his property. The document connected with the ground purchased by the Pensioner is herewith enclosed for your information, and I request you will be good enough to take his case into your most favorable consideration, as the loss of 35 Rupees by an Individual, pensioned on a Shilling a day is a serious one.

Staff Office, Poonamallee
17th January 1848 - - -

(Signed) John Impett, Major
Station Staff Officer

To, The Officer Commanding
Poonamallee

Sir,

With reference to your letter No: 91 of date the 17th Instant, I have the honor by desire of His Excellency the Most

Fort St. George 27th April 1848

that of purchase to the ground at pre: sent in his posession (not having a Government grant for the same) to re: commend, that Government may be plea: ed to cause steps to be taken so as to prevent encroachment on the Military limits of Cantonments generally and the unsactioned sale and transfer of ground therein situated the property of the State to private Individuals, and further that Mr. Turner be required to obtain grants for the Land he professes to claim as the aforesaid Station in default to remove his property therefrom.

Fort St. George
23rd March 1848.

(Signed) D. H. Cousidine Lt. Coll.
2d Mr. General

To The Quarter Master General
of the Army
Fort St. George

Sir,

I have the honor to forward a letter of this date addressed to me by Sergeant F. A. Dorsey of the Honorable Company's Pensian Establishment together with other Documents, connected with a House purchased by him adjoining Mr. Turners Bungalow situated on the East side of the Fort at this station, and Mr. Turner having

Fort St. George 27th April 1848.

Most Noble the Commander in Chief to
transmit to you for reference, and requests
to be returned, a copy of the Plan of the
Grounds forwarded by Mr. Turner, shewing
the boundary of his property when making
application for a grant for the same by
which you will perceive that it does not
include any portion of the ground upon
which Sergeant Dorsey's late Mr. Rector's
house stands, and will enable you also to
define the limits with reference to Pensioner
William Deverell's hut shewn
by Mr. Turner.

The papers to which your letter
now under reply gave cover, are herewith
returned.—

Fort St. George
22nd January 1848

(Signed) J. A. Jenkins, Captain
Afst. Qr. Mr. Genl. of the
Army

To,
The Dy. Mr. General of the Army
Sir,
Fort St. George

I have the honor to acknowledge
the receipt of a letter No. 180 dated 22nd Ultimo
from your Department, together with copies
of Plans of Ground (Mr. Turner's property
at Poonamallee) which I beg herewith to
return

Fort St. George 27th April 1848

return as requested, and not wishing to take
upon myself to define the limits of Pensioner
Deverell's Hut, I addressed a Memorandum
to Mr. Turner on the subject, copy of which
I beg to enclose as also copy of his reply
thereto, for your information.—

I beg to inform you that the
spot of ground purchased by the Pensioner
for 35 Rupees, is situated within the space,
betwixt the boundary Lines of Mr. Turners
House and that of Mr. Rectors as marked
or dotted thus --- in pencil in the Plan
and which I consider belongs to neither
of them.—

May I therefore request you will
be good enough to cause such investigation
to be made as you may deem necessary on
the subject with the view of Pensioner
Deverill either being permitted to build his
House on the ground in question, or that
he may be remunerated for the same.—

Staff Office, Poonamallee
22nd February 1848

(Signed) John Impett, Major
Station Staff Officer

Memorandum

With reference to the annexed
copy of a letter received from the Dy. Mr. Genl.
Department

Fort St. George 27th April 1848

Department, the Staff Officer requests that Mr. Turner will inform him, if he has any objection to Pensioner Donnell building a House on a small spot of ground (which he purchased for that purpose) situated betwixt the Boundary of Turner's compound and that of Pensioner Dorsey as by a Plan forwarded for the staff Officers inspection, it would appear that the ground in question does not come within the limits of Mr. Turner's compound

Staff Officer Poonamallee
11th February 1848.

(Signed) [illegible]
Staff Officer Poonamallee

To, Mr. Turner
Vencatagherry Cottah

To, Major J. Simpett
Commanding Poonamallee

Sir,

I have the honor to acknowledge the receipt of your Mem. of the 11th Instant and the annexed copy of a letter of Captain T. A. Jenkins Assistant Qr. Mr. General of the Army dated Fort St. George 22d Inst. 1848, and in reply I beg to state that I do not object to give Pensioner Donnell any part

Fort St. George 27th April 1848

part, or parcel of any grounds for the purpose alluded to in your letter now under reply—

I beg also most respectfully to contradict that part of Captain Jenkins letter wherein it is stated that I forwarded a copy of Plans shewing the boundary of my property when making an application for a grant for the same, I must assert that I made no application for grants nor did I send any Plans of my grounds for the purpose of obtaining a grant or grants for the Lands I Professes in Poonamallee and if any Plans of my property has been sent to the Quarter Master General's Office it has been sent without my consent or knowledge, all that I know of the matter is this, Major Mackay requested me to send him my papers for the Lands I Professed in Poonamallee and I accordingly sent them to him, this is all I know of the matter—

I beg here to state for the information of the Assistant Quarter Master General of the Army that all the ground I Professes in Poonamallee has been purchased either by myself or others, it was not

Fort St. George 27th April 1848

not given to me by the Collectors or Officers
Commanding the Depôt. Under these circum-
stances I am of an opinion that the ground
alluded to in your Memo and that of the
Assistant Quarter Master General of the
Army's letter, is to all intents and purposes
my property, although it is not walled in
hedged in with my other Lands in conveyance
of Native huts built thereon and the
half of Pensioner Dorsey's house stand
on my ground.

Vencatagherry Kotah,
15th February, 1848.

(Signed) T. Turner

A true Copy

(Signed) John Impett, Major
Staff Officer Poonamallee

To
The Officer Commanding
Poonamallee

Sir,

With reference to your letter
No. 300, dated 22nd Ultimo I have the honor
by desire of the Officer Commanding
the Army in Chief to request that you
will be good enough to state by what
authority the ground therein mentioned
at the Station under your Command was
disposed of to Pensioner Deverell and
by whom, as ground within the limits

Fort St. George 27th April 1848

of a Military Cantonment cannot be
disposed of except with the sanction
of Government.

If Mr. Turner does not
possess any Government grant for the
Land, he says is his property by right
of purchase at Poonamallee, a fact which
you will be pleased to ascertain, it will
be necessary to bring the subject to the
notice of Government with a view, should
the same be within the Military limits,
to his being called on to forward plans
for grant, so that the limits of his pro-
perty may be clearly defined.

Any compensation to Pensioner
Deverell is out of the question.

Fort St. George
2d March 1848.

(Signed) D. H. Considine Lt. Coll.
Dy. Mr. General of the Army

To, The Quarter Master General
of the Army
Fort St. George

Sir,

I have the honor to acknowledge
the receipt of your letter No. 469 of the 2d
Instant and in reply to inform you,
that Pensioner Deverell states, that
before

Fort St. George 27th April 1848-

before he bought the ground alluded to. the Tahsildar and Head Landholder at this Station an Aborigine named Nunapah who stated that the ground was his, to sell the same to Pensioner Deverell which was accordingly disposed of by Nunapah and who received 35 Rupees for the same.

With reference to the 2d Para of your letter under acknowledgment, copy of which I forwarded to Mr. Turner on the 3d to forward you his reply thereto for information, I also beg to add. that the ground stated by Mr. Turner, to be his property would appear from the Sketch in this Office to be within the Military limits of this Cantonment.-

Staff Office, Poonamallee
18th March 1848- - -

(Signed) John Impett, Major
Staff Office Poonamallee

To.
Major Impett
Staff Officer of Poonamallee
&c &c &c

Sir,

In acknowledging the receipt of your Memorandum of the 3d Instant, and

Fort St. George 27th April 1848-

and the annexed copy of a letter from Lieutenant Colonel D. H. Considine Quarter Master General of the Army and in reply beg to state that I have no Government Grant for the land alluded to in my letter of the 14th February the piece or parcel of land alluded to in your Memo of the 11th February 1848 which you seem to think I have no right to, was purchased by me from the proprietor of the Land at Poonamallee as well as all other lands that I have Houses Erected on, has been bought from the same people - if you require the exact extent of my ground on the East side of the Fort, your Manager or Mr. Bayliss can point it out to you, the Village Surveyor can also point it out for he has the account of its measurement from my Hedge it goes across from road to road and runs up to the main road on the East side of the Fort near the Catholic Chapel, the Bill of sale will clearly shew the length and breadth of it and the number of Huts on it, your Manager can point out to you the Bill of sale for I sent to him last year for the purpose of shewing

Fort St. George 27th April 1848.

shewing it to Major Mackay

Vencatagherry Kotah
March 9th 1848

True Copies

/ Signed T. A. Jenkins, Capt
Asst to Dy Mr Genl of the Army

D.M.B.


Road to Madras
Mr Peons
Mr Peons
Native Houses
Native Houses
Mr Peons
Mr Peons
Mr Peons

Fort St. George 27th April 1848.

Collector to report before Government, with their own opinion. They will likewise ascertain from him and report the present state of the Fort of Poonamallee, and the use which is now made of it by the Military authorities of the station.

True Extract
Signed W. C. Montgomery
Secy to Government

Proceedings thereon. Resolved that copy of the foregoing Extract from Minutes of Consultation and of the papers which accompany it be furnished to the Collector of Chingleput who will be pleased in communication with the Military Authorities at Poonamallee to obtain full information as to the period when the house at that Cantonment belonging to Mr. Turner, and referred to in the correspondence under transmission was constructed, under what authority it was allowed to be erected so near the Walls of the Fort without the previous sanction prescribed by G. O. G. dated 8th May 1812 the period at which Mr. Turner became possessor of the property and the circumstances under which he

64–65

2 pages

Fort St. George 27th April 1848

he was permitted to enclose a part of public Road by the hedge said to have been planted by him around his two Compounds situated on opposite sides of the Road. Enquiry should also be made regarding the claim of Mr. Turner to the land between his House & Mr. Rectors a portion of which has been purchased by Pensioner William Deverell and in the event of such claim being unfounded whether the land in question is the property of Government or belongs to private individuals.

Mr. Freese will likewise report the present state of the Fort of Poonamallee and the use which is now made of it by the Military Authorities of the station.

Read

Fort St George 27th April 1848

Read the following Extract

From the Secty to Government } Extract from the Minutes of Consultation

Under date the 17th April 1848

66

The Right Honorable the Governor in Council proceeds to pass Orders on the letter in this Department from the Honorable the Court of Directors, Dated 23d February 1848, No 5.—

Resolved that a Copy of this Dispatch be forwarded to the Board of Revenue with reference to their Proceedings of the 20th March 1846 and to para 24 of the Extract from the Minutes of Consultation dated 6th December 1847 No 1322.

The Board will communicate the concluding para of the Honorable

Fort St George 27th April 1848

Honorable Court's Dispatch to Mr Stokes for his information and guidance

/True Extract/

/Signed/ H. C. Montgomery

Secy to Government

Order thereon

66-67

Ordered that Copy of Para 6 of the letter from the Honorable the Court of Directors, dated 23d February 1848 No 5 which accompanies the foregoing Extract from Minutes of Consultation, be communicated to the Collector of Guntoor in reference to his letter dated 26th March 1846.

Read the following Resolution

From the Secy to Government } Extract from the Minutes of Consultation dated 17th April 1848.

/From B. 6th April/

68

The Right Honorable the Governor in Council grants sanction for the payment annually to the Cunnavaddy Zemindar of the Teerwah for the ground composing the Compound of the Pulkanooth Bungalow, the same Commencing from Fusly 1256 Amounting to Rupees /13 6 6/ Thirteen annas six and Pice six—

The Government observe that no

no mention of this annual Charge is made in the Board's letter of the 4th March 1847 in which the purchase of this Bungalow is Recommended.

(Signed) H. B. Montgomery
Sec'y to Government

Resolution thereon — Resolved that Para 1 of the foregoing Order of Government be communicated for the information and guidance of the Collector of Madura with reference to his letter dated 24th Ultimo.

68-69

From the Off'g Sec'y to Government — Extract from the Minutes of Consultation Under date the 7th April 1848.

70

Read the following Letter from the Secretary to the Board of Revenue.

(Here enter 27th March 1848 No 141)

Para 1 — The recommendation of the Collector of Madura is not based on any definite Calculations, but it appears highly probable, as he states, that any thing like exact accounts of the receipts on profits of the rent are not to be obtained. But the sum proposed, as Compensation

Compensation does not appear to the Honorable the Governor in Council to be exorbitant, with reference to the Amount of the rents held by the Petitioner, the peculiar circumstances adverted to which make the later Months of such Contracts the most profitable, the fact that the rents were abruptly brought to a close without the Consent of the Petitioner being asked, and the length of time that has since passed.

2. His Honor in Council determines therefore to sanction the disbursement to Chokalinga Pillay of Pagodas 4,362-8 Four thousand three hundred and sixty two, and annas eight, in lieu of all demands, both for principal and interest on account of the rents resumed, should he be willing to accept that sum on these terms. For it does not appear from Mr Parker's letter, whether or not the amount of the Compensation recommended was communicated to the Petitioner.

(A true Extract)
(Signed) J. D. Bourdillon
Off'g Sec'y to Gov't

Read

6174

Fort St. George 27th April 1848.

From the Offg Secy to Govt

Read also the following Extract

Extract from the Minutes of Consultation

dated 18th April 1848.

(To B. 19th April)

71

The Right Honorable the Governor in Council sees no reason for modifying the orders passed on the 7th Instant regarding the amount of compensation to be given to the Betel and Tobacco Renter of Madaccolum and Shevagunga, and desires that the Collector of Madura may be instructed, as the Board propose, to tender to Chokalinga Pillay in full of all demands, the sum specified in the Extract Minutes of Consultation of that date

(Signed) H. Montgomery

Secy to Government

Order thereon

Ordered that Copy of the foregoing Extract from Minutes of Consultation, and of the previous ones dated 7th Instant, to which it refers, be Communicated for the information and guidance of the Collector of Madura, with reference to his letters dated 8th & 20th March

70-72

Mr Parker will be pleased to tender to Chokalinga Pillay the sum of Rupees 4,362-8-0 in lieu of all demands both for Principal and Interest on account of his Tobacco and Betel Farm resumed in Fusly 1256 and in event of his refusing to receive this Compensation Chokalinga Pillay should be left to seek his own remedy but the Collector will inform the Board whether the Offer be accepted or not

From the Secy to Government

Read the following Resolution

Extract from the Minutes of Consultation dated 17th April 1848.

(From B. 6th April)

73

Ordered that the Military Board be requested to cause the Orders submitted with the foregoing Proceedings to be carried into effect

(Signed) H. Montgomery

Secy to Govt

Order thereon

Ordered to be communicated with the Board's Proceedings of 6th Instant for the information of the Collector of Tinnevelly

73-74

ORIGINAL DESTROYED

6175.

75.

From the Offg Secy to Govt

Communicating Observations and Orders on the Board's Proceedings relative to the management of the Extra Sources of Revenue in the Collectorate of Madras for Fusly 1256—

Fort St. George 27th April 1848.

Read the following Extract

Extract from the Minutes of Consultation

under date the 7th April 1848.

Read the following Extract from the Proceedings of the Board of Revenue

Relative to the Manage ment of the Extra Sources of Revenue in the Collectorate of Madras for Fusly 1256 / 1846-47

Here Enter 23rd March 1848 No 129/

There was a large increase on the whole, in the current net Revenue from the Extra Sources in the Madras Collectorate as shown in the Marginal State- ment - This increase Results — from a deficit of 1 Rupees 109370 in the abkarry Receipts and an increase of 1 Rupees 168161 in that from Salt — Combined with minor variations in the other branches and a large diminution in the Charges of Cochrane's Canal and of the Salt Revenue

	Fusly 1255	Fusly 1256
Gross Collections	3080585-8	781544-6-9
Charges	77310-6-11	129230-11-1
Net Demand	583488-15-8	652313-11-6
Increase in Fusly 1256		98824-11-10

2

The increase in Salt Revenue Revenue, is ascribable almost entirely to the late order of Government permitting the — unrestricted sale of Salt for inland Consump- tion at the Madras Cotaurs - It appears to have been formerly the practice for bullock

5th Jany 1847

Carts

Fort St. George 27th April 1848.

Carts bringing goods to the Presidency from the interior, to return laden with Salt. This was forbidden in 1823, for the purpose of retaining a large quantity at Madras for export to Calcutta, with the view of increasing the import of Grain from the latter Presidency in an unusual necessity there existed at that date; and this order, though having in view a temporary object remained in force till a recent date.

Notwithstanding the prohibition, however the practice continued to some extent, but the Salt so carried inland was purchased as for home Consumption, and appeared in the accounts.—

3

When the Restriction was withdrawn, all Salt taken inland was brought to the Cotaur Sea with that intention as professed and appeared in the inland Sales. Since that time there is an apparent falling off after that time in the Sales for home Consumption, but there is no reason to think, that there was any real decrease assuming then, for the purpose of Comparison, that the home Consumption was about equal in Fasly 1235 and 1236, it will be seen that the permission of transport inland was taken

advantage

Letter from Board to Coll.rs Dec.r 22.nd 1823 P.4

Fort St. George 27th April 1848.

advantage of, to the extent of about 11,44,900 Rupees or 127½ Garce.—

The Results of the recent change have so far answered the expectation sputertam

Home Sales in Fasly 1235		97,359-8-4	ed, when it was made, the
D.o D.o in 1236		102,622-12-6	Madras Sales have largely
Inland D.o in 1236		150664-0-0	increased, and as far as can
Increase in Fasly 1236 for Inland Sale		114,927-4-2	be judged from so short a

From Board March 29.th 1847 P. 4

time, as two Months, those of Chingleput seem not to have suffered. The Government learn from the Board's Proceedings under review, that the Collector of the latter District has recently urged objections to the new arrangements, but as the Board postpone the Consideration of those objections till the Salt Revenues of Chingleput comes under review, the Government will await their further Proceedings

In the abkarry Receipts there is a large falling off in the year under review, occasioned as it would appear, in great measure by the Storms in October and November 1836

	Rupees	a	p
Fasly 1235	492097	5	1
1236	382727	4	1
Decrease	109370	1	0

Coll.rs Report P 18.

This visitation, dimmished the Sales of arrack by impoverishing the Consuming Class

Fort St. George 27th April 1848.

Coll.rs Report
P. 20
Board's Proceedings December
4/47 in Cons
Dec.r 8th —

See marginal notes in Coll.rs Report P. 18 and p. 20.

clafs, and affected the Revenue from Toddy, by damaging and destroying the trees, that to make large remissions necessary, which were granted under orders from the Board of Revenue and before Government at the time. It is observed that the Storm of 1836, caused a still greater loss of Revenue in these tracts.—

6 In addition to the Storms, the Collector adverts to other causes as having affected this branch of Revenue—as regards the first of these, the supply by the Commissarial Department of a species of liquor distasteful to the consumers, it is observed that a Correspondence passed at a former period between this Government and the Commissary General, as well as with the Government of Ceylon, on the subject of the difficulty then felt in obtaining the usual supplies from Columbo, and His Honor in Council feels confident that no exertion will be wanting on the part

From the Commissary General 31st May 1845.
To Government of Ceylon 30th June —
From Commissary General 25th June 1846
To Government of Ceylon 1st July —
From Board of Revenue 29th June & 2 July
Minutes of Consultation 10th July —
From Commissary General 17th August —
Order thereon — — — — — 26th — —
From Ceylon Government 20th — —
Order thereon — — — — — 3rd September

Fort St. George 27th April 1848.

of the Commissariat Department, to which a copy of this Para will be furnished, in order to provide the Collector of Madras with a sufficient supply of pure new Columbo Arrack, which appears to be the description of liquor most fancied by the Consumers at the Presidency.—

It is observed, that although the Collector strongly objects to Batavia arrack, and requires Columbo Arrack only, yet that he terms his Shops "Batavia arrack Shops" repeatedly, and the two terms are used convertibly in some Correspondence both by him and by the Board. If, as seems likely, the term "Batavia" is used to signify foreign, as distinguished from Country arrack, it is desirable that some other term should be substituted for that purpose, as the use of the word in two senses, is productive of much Confusion.

8 In respect to the Toddy Shops at the Mount, the Government concur generally in the views of the Board both in the general Rule, and the qualification of it. Their application in this particular case, it is remarked

1 Para 16 and 17.

that

Fort St. George 27th April 1848.

that out of twenty two Shops allowed in 1846, fifteen were refused a License in 1847, and only seven permitted to be open. If there was sufficient Custom formerly to maintain twenty two Shops, and this is proved by the anxiety of the Owners to renew their Licences, there will seem much reason to fear that the sudden abolition of more than two thirds of the number would produce more apparent than real decrease in Consumption by the Soldiery, and the illicit trade would be thereby fostered at the expense of the legitimate trade and of the public Revenue. The Honorable the Governor in Council regards the heavy Bill of the troops as by far the most important object in this question, in Comparison with which the loss of Revenue, sinks into insignificance. But he is of opinion that more is to be done by placing the Shops under proper restrictions than by unduly diminishing their number.

9. It appears likewise from the Correspondence forwarded with the Collectors report, that three Shops in the Ponamalee road, 3½ miles from the Mount, have been discontinued by order of the Officer Commanding at the Mount, on being found to be within the

Fort St. George 27th April 1848.

Commissariat limits of that Cantonment although they had been established for many years; it is possible from their locality, that these Venders may have depended for their trade on the numerous Travellers using the Ponamalee road, more than on any straggling men from the Mount. A Copy of this, and the preceding Paragraph will be furnished through the Military Department to Brigadier Fletcher, who it is observed has held the Command at St Thomas' Mount for several years past, but has not, till the present year, found it necessary for the health and discipline of the troops in that Cantonment to reduce so extensively the usual number of Toddy Sellers.

10. The Government entertain a confident expectation, that much benefit will result from the scrutiny which the Board have recently instituted into the administration of the Toddy Revenue of the Madras Collectorate, and as Mr. Undleston ascribes a part of the falling off in the Arrack Revenue to illicit sales, there seems room for improvement in the management of this Department likewise

and

Fort St. George 27th April 1848.

and benefit would probably follow, if the Board should turn their attention to it, and give the Collector the advantages of their more extensive experience in this, as they have already in the other, branch of the Mckarry administration.—

11. The information afforded to the Board and by the Collector as to Cochrane's Canal, is scanty, but Government learn from these Reports, that there was an increase in the receipts from the Canal, in Fasly 1236 owing to it's not having been useless for three months from want of water, as was the case the preceding year, and they hope that the repairs executed during the year may tend to prevent the recurrence of such a contingency. This piece of water communication, is important, as a public convenience, and the Government think it is capable of being rendered still more useful. It deserves the best attention of the Collector, and of the Board of Revenue with a view to it's becoming do.—

12 On all sources of Extraordinary Revenue there was an increase in the gross receipts to

Fort St. George 27th April 1848.

the amount of £30739—11 as compared with the Fasly 1235. The charges were likewise much less, the Chief diminution, was in Cochrane's Canal, Rupees 3489—13—3 chiefly owing to the cessations of the payments to the lessees, as noticed in the last Paragraph, and Rupees 1473—5—5 in consequence of a smaller quantity of that Commodity, having been manufactured. The total decrease of charges was £8083—10—11 which added to the increase of receipts, gave an increase of £8824—11—10 on the whole.

13. The only balance on the demand of the year, it is satisfactory to observe, is the Sum of Rupees 2936—9—6 under the Mckarry

6184 Fort St. George 27th April 1848.

Abkarry Head:- Regarding this, the Collector promises a separate Report

To the President and Members of the Board of Revenue

A true Extract
Signed J. D. Bourdillon
Off. Sec. to Govt.

Ordered thereon

Ordered to be communicated for the information and guidance of the Collector of Madras with reference to the Boards Proceedings dated 23d. Ultimo

(75-76)

Adverting to the observations of Government (Para 7) the Collector will be pleased to state whether the term Batavia is indiscriminately used to signify Batavia Arrack and Colombo Arrack - if so he is requested for the future to distinguish the two kinds of Spirits by their separate appellations, whether referring either to the Shops in which they are Retailed or to the article itself

Mr. Hudleston's attention is also called to the latter part of Para 11 of the Minutes of Consultation under transmission

Extract

6185 Fort St. George 27th April 1848.

(77)

From the Off. Sec. to Govt.

Read the following Extract.

Extracts from the Minutes of Consultation under date the 7th April 1848.

Read the following Letter from the Secretary to the Board of Revenue.

(Here enter 9th March 1848 No. 107)

The Government learn from these Proceedings that the Board of Revenue have recently taken measures in communication with the Collector of Madras, to place the Abkarry arrangements of that Collectorate on a better footing so as to prevent such malpractices as are alleged in these Petitions. The Government resolve therefore that the Petitioners be referred for final orders to the Board.

Ordered that the following endorsement be made on Petitions 1315. 1316 and 1818 of 1847.

"Petitioners are referred to the Board of Revenue who will give final orders on their Petitions"

(A true Extract)

To, The President and Members of the Board of Revenue

(Signed) J. D. Bourdillon
Off. Secretary to Government

(77-78)

Order thereon:

Ordered to be recorded.

Read

Fort St. George 27th. April 1848.

Read the following letter.

To,
J. Pycroft Esqre.
Secretary to the
Board of Revenue
Fort St. George

Sir,

79

From the Coll.r of Vizagapatam

With reference to your letter of the 27th Ultimo, I have the honor to inform you that no persons have been confined or charged under Regulation IX. 1822. for the half year of 1847 ending 31st. December last.

ORIGINAL DESTROYED

Vizagapatam Coll.rs Office 17th April 1848

Signed J. P. B. Smollett Coll.r

Order thereon;

Ordered to be recorded.

79-80

Read again letters from the Sub Collector in charge of Rajahmundry dated 18th. and 22d. February last and entered in Consultation 27th. Ultimo.

81

Proceedings thereon;

Much of the land formerly granted as Enam, the Cotta and Ramachendrapooram Estates is stated to have been at various times resumed under Jeroyated at the pleasure of the Zemeendar, and a money allowance given in lieu, but the allowance was seldom equal to the value of the lands resumed and the surplus was retained by

Submitting with the opinion of the Board, letter from the Sub Collector in charge of Rajahmundry reporting upon the Enams granted by the former Zemeendars of the Cotah and Ramachendra pooram Estates and

Fort St. George 27th. April 1848.

recommending for sanction the disbursement of the present allowances for Fasly 1256 and 1257 and that they be continued for future years until the survey be completed.

the Zemeendar. On the Estates coming under the management of Government, from Fasly $\frac{1227}{1817\text{-}18}$ to $\frac{1245}{1835\text{-}36}$ the ready money allowances were paid by a remission on the Cist of the Village, and when they again fell under attachment in Fasly $\frac{1250}{1840\text{-}41}$ and $\frac{1251}{1841\text{-}42}$ the allowances were paid to the Enamdars from the Treasury. The two Estates permanently reverted to Government in Fasly $\frac{1256}{1846\text{-}47}$ and in the absence of any Government sanction, no payment has been made on account of that year or since.

2. On the 12th. of November 1846, a notice was issued by the Collector requiring the attendance of all Enamdars with the Sunnuds under which they claimed, and these documents were examined and compared with the Accounts of the Office when it appeared that the Enams might be classed under three different heads — 1st. Enams resumed as Jeroyetee on substitution of money payments previous to the permanent settlement and therefore not entered in the permanent accounts, 2d. Enam entered in the Accounts of from Fasly $\frac{1197}{1787\text{-}88}$ to Fasly $\frac{1209}{1799\text{-}800}$ which formed the basis of the permanent Assessment. These Enams have been resumed on condition of a money allowance being paid to the Enamdars, 3d. Enams not entered in any of the Permanent Accounts

Fort St. George 27th April 1818

Accounts but in the account of subsequent Fasles, and also resumed as Jersyetties for Money payments.

3. The allowances fixed in lieu of the Enam lands which fall under the first class as having been resumed previous to the Permanent settlement amount to Rupees 914 15 3 per Annum. The greater portion (Rupees 714 6) of this is paid to Mussulmans for their maintenance Rupees 58 11 7 are paid to Bramins for a like cause. Rupees 93 for Service in Mosques and Rupees 46 3 2 to Village servants. The allowances are bestowed on three families but of these Rupees 346 8 — are paid to one family, and Rupees 115 8 — each to two others. The lands in lieu of which these allowances were granted were in many cases conferred by Dowannahs some of old date. The payments to Bramins are with one exception very inconsiderable in Amount. The allowances to Village Servants are Rupees 23 1 7 to the Cutwall and a like sum to the Vetty or watchmen of Drachavam who it is stated have no Maniam land for their services.—

4. As the resumption of the lands in lieu of which these allowances were granted took

Fort St. George 27th April 1818

took place many years ago, the Sub Collector in charge states that it is not now possible to ascertain where they were situated nor what was the Amount of their Assd." Yet immediately afterwards he adds "on any occasion of the Zemindar withholding the Money allowance the Enamdars filed a suit in Court and obtained decrees for the restoration of their land and he instances one Padsha Saheb of Coormapooram who was put in possession under an old decree on shewing the Court that his allowance for Fasles 1249-50 and 1251 had been with held by the Zemindar. He is still in possession and has of course no further claim for allowance." If the very situation of these lands be unknown it is not easy to see how the Courts could replace the Enamdars in possession of them. The Collector should explain this seeming inconsistency, and at the same time state whether there are any others besides Padsha Saheb who hold Enam lands of the description now under review and if so give their extent, mode and date of acquisition and all particulars connected with them.

Statements 2 and 3 exhibit

5. the allowances granted in lieu of lands entered in the Permanent Accounts but resumed since

since the time of the Settlement. Statement 2 contains the allowances granted to Pagodas, Statement 3 that to individuals. The sums so payable to the religious institutions annually, Amount to Rupees 1413, given in lieu of Enam lands which bear a Cist of Rupees 2033—7—7 with a Cuttoobadi of Rupees 16. There are no Summuds the Allowances are stated to have been granted for the service of the Pagodas. The Amount payable to individuals is Rupees 530—14—11 in place of land Assessed at Rupees 1163—6 or deducting Cuttoobadi at Rupees 923—9—11. This is enjoyed by Sums varying from 1 Rupee to Rupees 167—7—6 by 53 individuals. A few only have titles, some hold Dombalahs, a few have acquired their Enams by purchase and in many cases the parties did not attend at the Collectors' Cutcherry and the nature of their claims could not therefore be ascertained.

6. The last Class of allowances are those paid in lieu of lands granted as Enam subsequent to Fasly $\frac{1221}{1811-12}$ and which do not appear in the permanent Accounts. They are paid to 14 parties the payments Rupees 91—3—8. being in lieu of

of land of nearly an equal amount. In one case only is there a Purwanah One Enamdar holds Dombalahs used by a former Zemindar. The rest have no titles.

As respects these several classes

7. of Enamdars the Sub Collector in Charge of Rajahmundry recommends that in the case of the first and last class, the money allowances be continued on the grounds of long enjoyment and the poverty of the parties but to those in the last class for life only. Of the Allowances falling under the second Class he advises that the money payments to the Pagodas be continued as before, but that in the cases of Individuals the lands be restored, as by retaining them as Jeroyetted and paying a ready money allowance, "all the risk of loss from adverse seasons, "and cultivation or from flood is removed "from the Enamdar on whom it should properly "rest and is taken by the Government.

The Board observe that the lands

8. coming under the first head as resumed prior to the permanent settlement and therefore excluded from the Accounts can under no circumstances be restored, however the allowances granted in lieu of them may be dealt

Fort St. George 27th April 1848.

dealt with. As respects grants either of land or money made after the Permanent settlement these are of course invalid. The Board do not however approve the proposal to restore the Enam lands in any case until their extent, value, condition and titles under which they are held be determined at the time of survey. Meanwhile from motives of Charity towards the parties they resolve in submitting Mr. Forbes's letter to Government to solicit sanction for the disbursement of the present allowances for Fusles 1256 and 1257 amounting as per the Memorandum in the margin to Rupees 5954-3-8. They also beg to recommend that these allowances at the rate of Rupees 2977-1-10 per Annum be continued for future years until the survey shall be completed, the incumbents being registered and their lapses with all particulars connected with them duly reported.

Fusly 1256				
Class	1	941	15	3
Class	2			
Pagodas		1413	4	4
Individuals		530	14	11
Class	3	91	3	8
Same for		2977	1	10
Fusly 1257		2977	1	10
		5954	3	8

Read the following letter.

To, J. Dycroft Esqre
Secretary to the Board of Revenue
Fort St. George

82

Sir

From the Collr. of Guntoor

I have the honor to acknowledge the receipt

Fort St. George 27th April 1848.

receipt of the Extract from the Board's Proceedings, dated 10th Instant observing that they do not gather from my letter of the 16th Ultimo, whether I consider the consequences of the liquor therein referred to, without a Permit to have been from ignorance or fraud, and to state that as I do not see sufficient grounds to acquit the parties of blame in violating a Law which has been in operation since 1820, and is especially familiar to the Abkarry Renters, the liquor will be confiscated under the discretion allowed by the Board; and the Abkarry Renters will be again cautioned as directed.

Guntoor Killah, Collectors Cutcherry, Dindy 18th April 1848.

(Signed) H Stokes
Collector.

The Board of Revenue approve the proceedings of the Collector as reported in the foregoing letter.

Read again letter from the Collector of Nellore dated 8th November 1847 reporting on the settlement of that District for Fusly 1256/1846/47.

/Here enter No. 87/

82-83

Inbons. 14th February 1848.

84

Proceedings thereon.

Relative to the Settlement of Land Revenue in Fusly 1256

The year under report was characterized by a redundancy of moisture. The periods of cultivation with a trifling exception in the wet Divisions were

Fort St. George 27th April 1848.

in the District of Nellore for Fasly 1256.

were abundant and the supply of water obtained from the Pennar was ample. A storm occurred in October in the Southern portion of the District doing more or less damage to several Tanks. On the whole the season was very favorable. The principal wet crops throughout the District were good. The coddi or late wet Crop was sufficient under Tanks which had burst, the loss of water from this cause not having been made up by the monsoon supply subsequent to October. In the Subdivision the early dry crops suffered to a certain extent and generally in both Divisions the field of the Jonna and grain Crops fell short of a full return from excessive moisture.

Para 8.

2. Prices were above the average of late years but indicate a tendency to fall compared with the Tarum commutation rates. The current prices for wet & grain were remunerative.

Wet	Fine Paddy per Candy	Coddi Paddy per Candy
Average of 10 years	21	18
Fasly 1256	23	20
Tarum rate	20	

Dry	Jonna	Kutchery	Varagu
Average of 10 Years	21-10	19-6	17-14
Fasly 1256	29-13	25-11	21-15

Tarum Rates.

Mr. Travers - - - - - - - - 28

Mr. Smalley - - - - - - - - 30

Those for dry Produce are not so favorable.

3. No mention is made of the sanitary condition of the District during the year under consideration. The subject should find a place in the report on the Settlement for the Fasly.

The

Fort St. George 27th April 1848.

Para 10.11

4. The Shrotrium Village of Chamadoo goontah with its Hamlet held on life tenure lapsed to Government in consequence of the death of the holder and has been added to the number of Villages paying full Assessment. The total number of Villages and Hamlets in the District amount to 2741 and are distributed thus.

Paying full Assessment.

Villages - - 728

Hamlets - - - 602

1330

Zemindary - - - - - - - - - - 1032

Alienated under different Heads

Villages - - 311

Hamlets - - 68

379

2741

Statement No. 2. Col^s 51. and following.

of the Agricultural class holding land consisting of 36091 persons, 8814 persons cultivate on Joint tenure. Fifty four Villages were settled under amanny and 8 Villages are held by the Gungoolawar Polygar at a fixed amount; with these exceptions the system pursued is Ryotwar with a defined Assessment on each field fixed at different times and by different Officers.

Paras 18. 19.

5.

	Goortoos	Assessment
Fasly 1256 (1846-47)	128452	1432431
" 1255 (1845)	125176	1423188
	3276	

Difference - - - 9242.

The land taken up for cultivation consists of 128452 Goortoos assessed at Rupees 1432431 being Goortoos 3276 assessed at Rupees 9242 above the extent taken

taken up in the preceding Fusly. Deducting Rupees 18,000 for Cabolind in Bunger and Rupees 2513 for sundry remissions, the net Ryotwar settlement excluding ready money Collections stands at Rupees 11,47,371—1—3 being Rupees 1,88,163-10-11 above the Settlement of the previous year.

Settlement

		Rs.	A.	P.
Fusly 1256/1846-47		11,47,371	1	3
" 1255/1845-46		12,59,205	6	11
Excess		1,88,163	10	11

Para 20 & 35

6 The several items of remission are fully detailed in these Paras and do not call for much remark.— The favorable character of the year led to a less deduction on account of land left uncultivated and the excess moisture on the other hand rendered it necessary to allow a corresponding indulgence for land inundated.—

Land uncultivated

		Rs.	A.	P.
Fusly 1255/1845-46		3,54,622	15	8
" 1256/1846-47		1,80,007	1	11
Less		1,74,615	10	9

Land Inundated

Fusly 1256/1846-46		5234	11	10
" 1255/1846-47		1264	7	11
Increase		3970	4	6

Para 38.

7 The Collector reports his having released a Kundregah assessed at Rupees 38-8- which has been under attachment for arrears since fusly 1256/1846-47 — The Collections under attachment it appears ranged from 6 to 8 Rupees at first and latterly nothing has been realized.— The subject should reported on separately, with explanations as to the description of Land of

of which the property is composed, its capability and the probability or otherwise of the holder being able to pay the assessment regularly— If irrigated the source whence water is drawn should be stated. As the owner has not entered into any terms for the liquidation of the arrears the Board are not prepared to concur in the propriety of restoring the Land— The particulars of the case should be fully laid before them.—

Para 23.

8 The Board do not approve of the Suggestions of the Collector in regard to changes in the Collection of Pootlay. The present practice should continue in force till superseded by a well digested system intended to be permanent.—

9 Including Peshcush and sundry items the demand on account of Land Revenue amounted to Rupees 19,70,861-9-4 the particulars of which together with the Revenue from Extra sources are shewn in the following tabular — Statement

Fusly

Fort St. George 27th April 1848

	Fusly 1255	Fusly 1256	Increase	Decrease
Land Revenue				
Ryotwary Settlement	12,59,205 6 11	14,47,371 3 1	1,88,165 10 4	.. .. ..
Shrotriems Duit Rent &c.	1,94,752 5 2	10,56,754 10	9,23,998	.. .. ..
	13,63,957 12 1	15,53,047 .. 1	1,89,089 4 ..	.. .. ..
Peermanent Peishcush	4,17,814 9 3	4,17,814 9 3	.. .. ..	.. .. ..
Total Land Revenue	17,81,772 5 4	19,70,861 9 1	1,89,089 4 ..	.. .. ..
Extra Revenue				
Sayer	61,256	7,126 ..	.. ..	53,511
Abkarry	28,553 8 ..	30,537 8 ..	1,984	.. .. ..
Sundry Small Farms and Licences	302 15 ..	309 9 8	6 10 8 ..	.. .. ..
Salt	6,81,226 2 10	5,79,497 12 9	.. ..	1,01,728 6 1
Sea Customs	13,016 12 8	9,034 2 ..	.. ..	3,982 10 8
Motursha	21,521 2 10	21,820 6 7	299 8 9	.. .. ..
Stamps	9,115 5 6	12,563 12 .	3,448 6 6	.. .. ..
Total Extra Revenue	7,53,797 1 8	6,53,770 15 6	.. ..	1,00,261 9
Grand Total	25,35,569 6 7	26,24,632 8 10	89,063 2 3	.. .. ..

of

201

Fort St. George 27th April 1848

10

By the Byotwar Demand

amounting to Rupees 16,63,957 .. 1.

the Sum of Rupees 15,43,347 12 9 Kist

Rent Collected, Carried to Balance

of Rupees 1,00,609 3 4 Kists Unrealized

Collections Para 53 within the Year Judgment 17,70 - 2 = 5

Rs. a. p.	
15,23,37-12-9	

Balance to be Realized next Year

Since Realized, and a Portion of the Amount Now Stated, it will be necessary hereafter to write off Further Sums under the Head of Balances due and account of Land Revenue, as not likely to be realized

= Two orders on the Subject= The Collectors will be directed to submit in a Separate Statement all the Balances of Land Revenue &c. Collected in Conformity to the Rules

= Certain a Collector of Customs Carrying the Rates of Duties on the Several Articles specified in the Table annexed to Act XI of 1844 on Salt

Mr. Smalley in Charge of Salt Golahs at Vizagapatam

Private Trader, with Duties Levied

Reclamation as Shall enable the Board to determine how far the allegation in Regard to excepting Agreement is well founded

Sept

Fort St. George 27th April 1848

Para 55

11 The Board hope that the report on the Balances of Fusly 1255 1845-46 and of previous years will be laid before them at an early date

Para 63

12 The whole of the Zemindary Peishcush has been collected in full with the exception of Rupees 21-7-6 due by the Chitakwar Poligar

Ordered that a Copy of the foregoing Extract from the Board's Proceedings be submitted to Government and a transcript of the same be forwarded to the Collector of Nellore for his information and guidance.—

Read the following letter.—

To T. Pycroft Esq.

Secretary to the Board of Revenue

Sir

Fort St. George

From the Collector of Bellary — } Para 1. I have the honor to state for the information of the Board of Revenue that a Syed Mohideen Cawdery of Adonie who was in the receipt of a yeomiah allowance of C Rupees 12-14-6 per Mensem having proceeded to Kurnool died there on the 3d June 1845. This event being reported to me by the Tasildar of Adonie I discontinued his allowance from the date of death

Submitting for the orders of Government a case of yeomiah allowance in his District which is recommended to be renewed either fully or partly.—

2 The allowance as originally bestowed would appear to have been granted in the

85

Fort St. George 27th April 1848

the Hizeree 1166 Corresponding with A D 1750 by Saudoollah Khan Beehadoor to a Woman by name Mossummat Hadaka Beebee by dance at the rate of a Rupee per day, and Confirmed by the Sanction in the Hizree 1170 of Nabob Basalut Jung— These original Sunnuds are herewith forwarded with translation.—

will be forwarded hereafter.—

3 The last Incumbent being the Grand Son of the original Grantee by her Daughter was allowed the sum of C Rupees 12-14-6 per Mensem since the Commencement of our administration in the Province and the same received finally the Sanction of Government under date the 27th august 1813.—

4 The Number of Persons supported by the allowance is as follows.—

Sopeesa Beebee the widow of the deceased Syed &c — 1

Mohadeen Cawdery — — — — — — — — — — 1

Seetrafsa Beebee Daughter in law of Do — — 1

Audumsa Cawdery Brother of — — — Do — — 1

Sufsobee wife of the above Brother — — 1

Total Persons — 4

5 These four Persons are at present alive and of them it is reported, that Audumsa Cawdery the &c Brother of the deceased is lame. The family is dis- -tressed for want of means of livelihood they having

no

Fort St. George 27th April 1848

no income— As the females were residing at Thu
for some time after the demise of the ye
=rmakolar it was impracticable to institute
enquiry immediately and much time ha
unavoidably lapsed in Collecting the ne
=sary information.

I however beg to submit tha
of the family being devoid of mean
of subsistence for favorable Consider
In the event of the Government dec
=ing to sanction the renewal of the
amount of the allowance— I beg to recom
=mend 6 Rupees per Mensem in the name
the Widow Soopiesa Beebee to be divided betw
the four Members equally at 1½ Rupees ea

Bellary District - - - -
Collectors Office on Circuit
at Ramanadroog - - - -
10th April 1848 - - - -

Resolution thereon

85-86

The Collector will b
pleased to report the lapse referred t
in the foregoing Letter in the form Circ
-lated from this Office under date 3d
September 1846.—

Read

Fort St. George 27th April 1848

Read the following letter

To

T. Pycroft Esqr
Secretary to the
Board of Revenue
Fort St. George

87

From the Collr
of Chingleput

Sir

With reference to the orders of
Government Communicated in an Extract from
the Proceedings under date the 20th April 1842
I have the honor to request that you will Cause
a Copy of the Native Calendar for the year Keelaca to
be furnished to me for the use of my Cutcherry.—

ORIGINAL DESTROYED

Chingleput District
Collector's Cutcherry
Pullicarroy 25th April 1848

Signed J. Freese
Collector

Resolution thereon

87-88

Resolved accordingly that one
Tamil Almanac for the year Keelakah be furnish=
=ed to the Collector of Chingleput in compliance
with the request contained in the foregoing
letter.—

Read the following letter

89

To

T Bycroft Esquire
Secretary to the
Board of Revenue
Fort St. George

From the Actg. Collr
of North Arcot

Sir

Para. 1

In forwarding the return
of petitions referred by the Board of Revenue for
December

Fort St. George 27th April 1848.

dated 14th Febry 1848

December, I have the honor to acknowledge the receipt of the Board's Proceedings on the fol-
=lowing returns observing that 62 petitions were there
=in shewn to be undisposed of and that many
of them were of old standing viz. and I beg to state
that of the above number thirty two are con-
=nected with the Talooks under my own im-
=mediate charge and the remaining 30 with
the Sub Division. As regards the latter
I have communicated the Board's several
orders to the Sub Collector and requested his
early attention to them and the petitions
remain undisposed of pending his report in
regarding the particulars.

2

Of the above total number
[62] up to the present time 12 have been disposed of, reducing the number of those in the Sub Collector's list to 30, and on my own to 20; of the latter 4 are of 1846 and 16 of 1847 of which five are lying over pending the results of references to the Board of Revenue, on former petitions on the same subject

Fort St. George 27th April 1848.

Subjects and two of 1846 and 1 of 1847 are from one individual and relating to the same subject — Deducting therefore two of these with the above five the matter of which has been already reported on, the number of Complaints remaining undisposed of will amount to thirteen- adding the three undisposed of for the Month under report the total number is Six-
teen namely two of 1846 and fourteen of 1847.

North Arcot -
Collectors Cutcherry
Pulicat - - - -
14th March 1848. - -

(Signed) E. C. Lovell
Acting Collector

Collection of Letters received by the Board of Revenue for Madras for the Month of March 1847

Inventory of Papers delivered by the Collector of Land Revenue

No.	Date	From whom received	Subject	Remarks
1	1335 of 1846	26 Mar 1846	Report on Inundation of Paddy Fields	Referred to the Collector of Tanjore
2	988 of 1846	30 Mar 1846	Petition of Ramasamy Naicker	Returned to the Petitioner
3	951 of 1846	29 Mar 1846	Report on Encroachment of Channel	Returned with Plan
4	231 of 1846	2 Apr 1846	Establishment of Toll Bar	Referred to the Collector
5	675 of 1846	14 May 1846	Remission of Land Revenue	Granted
6	769 of 1846	20 May 1846	Petition of Inhabitants of Village	Rejected
7	1167 of 1846	3 Jun 1846	Report on Damage to Bridge	Repair ordered
8	1447 of 1846	23 Jun 1846	Application for Grant of Waste Land	Granted
9	1537 of 1846	14 Jul 1846	Petition of Weaver for Exemption from Tax	Rejected
10	1654 of 1846	21 Jul 1846	Report on Failure of Crop	Village Accountant to visit

Fort St. George 27th April 1848

11 1633 of 1845 6th Feby 1846 — Mauryapah Moodelly Ryot of Pooleyencunnoo residing at Alavalapettah in the Cauvery pauk Talook — Disposed of on the 14th March 1848

12 150 of Do. 14th Jany Do. / 13 343 of 1846 1st May Do. — Videnda Moodelly son of Suroomooga Moodelly Meerasidar of Cottah in the Wundiwash Talook — Referred to the Sub Collr for report

14 975 of Do. 1st Augt Do. — Sullathi Oodian residing in the Village of Cholacay in the Wundiwash Talook — Ditto

15 564 of Do. 5th May Do. — Coobo Naik an Inhabitant of Davoor in the Wundiwash Talook. — Ditto

16 368 of Do. 5th May Do. / 17 1517 of Do. 6th July 1847 — Saabaroya Pillay and Kistna pillay Sons of Tandavaroya pillay Curnum of Sambeya Mungalum 4 Villages in Doloor Talook — Ditto

18 412 of Do. 13th May 1846 — Coomara Kistnamah Naidoo Grandson of the deceased Peddalingamah Poligar of Mamundoor residing at Timmaroya Polium in the Tirputty Talook — Disposed of on the 14th March 1848

19 466 of Do. 28th May Do. — Coopooroyer Meerasidar of Poondy in the Doloor Talook — Referred to the Sub Collr for report

20 585 of Do. 13th June 1846 — Ramakistnen Cultivating Ryot of Arasoor in the Wundiwash Talook — Ditto

Fort St. George 27th April 1848.

27	887 of 1846	6th July 1846	V. Ragaviengar Monigar of Maloor in the Sirvattoor Taloork	Referred to the Sub Collr for report
22	715 of Do.	18th augt Do.	Streenevassa Charry Cultivating Ryot of Sttoomuntalgut in the Arcot Taloork	Ditto
23	894 of Do.	3. Octr Do.	Certain Ryots of Valoovoor in the Wandawash Taloork	Ditto
24	1201 of Do.	12th Novemr Do.	Pacheyacharry Son of Pacheyacharry Goldsmith residing at Cauvery pauk in the Cauvery pauk Taloork	It appears from the Statement of the Petitioner that he claims the Notagarship of the Villages of Pungavully and Samatanghy The Notagar of the former Village having resigned the petitioner has now been appointed to the Office The Notagar of Samatanghy Succeeded his father in 1829 & the petitioners Claim to the Office is inadmissible. — 15th December 1847
25	1354 of Do.	24th October Do.	Chengulva reddy residing at Villegur in the Zillah of Chittoor	Under Enquiry

Page 111

Book of Letters sent from the Office of the Superintendent of Police from the 1st April 1848

29 1338 of 1848 Police Office Madras 1st April 1848 — To Mr. Secretary Cockburn — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

30 Ditto Ditto Ditto — To the Collector of Chingleput — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

31 Ditto Ditto Ditto — To the Collector of Tanjore — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

32 Ditto Ditto Ditto — To the Collector of Trichinopoly — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

33 Ditto Ditto Ditto — To the Collector of Salem — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

34 Ditto Ditto Ditto — To the Collector of Chingleput — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

35 Ditto Ditto Ditto — To the Collector of Madura — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

36 Ditto Ditto Ditto — To the Collector of Madura — Forwarding Returns of Property stolen and Recovered in the Villages under the Police Jurisdiction of this Station during the month of March 1848

Court of Pleas, January Term, 1848

37 962 of 1847 Jan. 17th Estelvin Jane et als. Executors of Tho. Estelvin dec'd. } Verdict for Plaintiffs
Executors of Pleas in Ejectment
Defendants Action

38 1026 of 1846 July 6th Ramsdenny Eyers Admr. } Verdict for Plaintiff
vs. Defendant in Ejectment
Defendants Action

39 104 of 1846 Nov. 4th Dale Thos. Hansdale & Wm. Hansdale } Discontinued at the Plaintiffs Costs
vs. Defendants Action

40 1120 of 1846 Dec. 20th Pearson Thos. Sr. Admr. of } Verdict for Plaintiff
Alcock Executorship Action } Damages $ 1 Cents
Pearson Thos. Jr. et al.

41 1167 of 1846 Dec. 26th Pearson Thos. Admr. and } Verdict for Plaintiff
Pearson Thos. Jr. et al. } Damages $ 1 Cents
vs. Action of Ejectment

42 1269 of 1847 August Term 1847 Hansdale Thos. et al. } Verdict
Defendants

43 1300 of 1846 Dec. 20th Dec. Executors of Hansdale } Verdict for Plaintiffs
vs. Action of Ejectment

44 1409 of 1847 Dec. 31st Dec. Hollis Hansdale Executor of } Verdict for Plaintiffs
Executors of Hansdale } Damages 1 Cent
vs. Action of Ejectment

45 1589 of Dec. 30th Dec. Executors and others Plaintiffs } Defendants take
and Action of Ejectment } Nonsuit

Fort St. George 27th April

46	1385 of 1847. 20th September 1847	Veeraragava Igengar Monigar of Alletangul in the Arcot Talook	Referred to the Sub Collr. for report
47	1450 of Do. 2d. Do.	Alchiah and others Curnums of Vencatagherry Cottah	The Thasildar was directed to make Enquiry and report the particulars
48	1505 of Do. 20th Do.	Mohomed Ibrahim at Satyhur	The Petitioners Claim is under reference to the Board
49	1519 of Do. 21st Do.	Veerasawmy Pillay Curnum Mee- rassidar of Agaram in the Vellore Talook	Ditto
50	1628 of Do. 9th October 1847	Chengalvaroy Chetty son of Coopoo Chetty Monigar of Cattoopaukum in the Cauvery pauk Talook	Disposed of on the 14th March 1848
51	1537 of Do. 30th Septem- ber 1847	Shaik Eadoo the Great Grand Son of Shannoodeen Khan an Enamdar of Arcot	Referred to the Sub Collector for report
1	1801 of Do. 29th October 1847	Andy Gounden Meerassy Monigar of Kulneercoonum in the Tiruttoor Talook	Ditto
3	1779 of Do. 27th Do.	Vencobachaloo Cowledar in the Village of Seyembaudy a hamlet of Augaramungalum in the Arcot Talook	Under Enquiry
54	1727 of Do. 19th October 1847	Saheenabee widow of late Mahomed Sarwar Khan Bahadur Nawaub Suang Pensioned Subadar Major North Arcot	The Tahsildar was directed to make Enquiry and report the particulars

North 27th Range 2nd West 1848

59 1865 of 99 9 99 — Andrew Woodley Lawyer of Woodson — The Tabulation was made to make sure that it would not Interfere

in the Eastern Block

60 1866 of 99 2 99 — Orlando Woodley Woodstock of — The Tabernacle was Opened

Villages in the Neighbourhood

61 1909 of 99 16 99 — Villa Coolidge and Thompsonville — Under Engravings

Woodley Avenue Church in Ruth

1853 in South Street

62 1920 of 99 16 99 — Thanksgiving Coffee Meeting at — The Tabernacle was dismissed to make room for the Methodist Tabernacle

Woodwork in the Villa

Block 2

63 1919 of 99 17 99 — Synod Officers Women of — Tender Engravings

Parliament in the Presidential Election

Block 2

67 1821 of 99 14 99 — Woodsman Woodland Woodsman and Woodman

Theological Journal of Woodsman

Theology Journal of the Church

Woodsman in the Villa West

and Agriculture of Ruth in South

1849 of 99 8 99 — Threatening Rolling Burnam Villa —

= replaced by Engraving in the — Woodsman Engraving

Villa Block

3215

Fort St. George 27th April 1848

64	1750 of 1847	23rd November 1847	Coomara Vencatapah Naidoo Poligar of Caracumbaudy in North Arcot	Under Enquiry
65	2019 of Do	6th December 1847	Ramiah and Ragavaudriah residing at Shoolheputtoo in the Satghur Talook	The Tahsildar was directed to make Enquiry & report the particulars

Balance on the 30th November 1847

1	of	1840
1	of	1843
1	of	1844
9	of	1845
19	of	1846
31	of	1847
62		

Received during the Month of December 1847: 3 of Do

65

Disposed of during the Month.

of Ditto 1 of 1846

1 of 1847 2

Balance 63

North Arcot
Collector's circuit Cutcherry
Publicat 14th March 1848

E. E. per /Signed/ E. b. Lovell
Acting Collector

The

Resolution thereon

89-90

The Board of Revenue direct that the Petitions both in the Collectors and Sub Collector's Department which are still in arrear may be disposed of without delay.—

Read again letter from the Collr of Salem dated 23d February last and two others from the same Officer dated 10th Ultimo & entered in Consultation 20th Instant

Read again letter from the Collector of Salem dated 30th August 1847 Submitting for the Boards Consideration documents Connected with the conduct of Timmapiah. Tahsildar of Listnagherry, and stating his opinion that that Officer is for the reasons alleged undeserving of further Public Employment

/Here enter No. 83/

Read also the further Correspondence noted below from the Collector of Salem having reference to the same Subject.—

From Collector dated 27th September 1847

From D° - dated 23d February 1848

D° - D° - D° 10th March 1848

D° - D° - D° 10th March 1848

/Here Enter Nos. 89-16-21 and 22/

ORIGINAL DESTROYED

Read also Petitions presented to the Board by Timmapiah in explanation of the acts of misconduct imputed to him—

/Para 1 Nos 1668 of 1847 and 700 of 1848/

91

Proceedings thereon,

Para 1

The Collector represents that the proceedings of Timmapiah in his capacity of Tahsildar have long been characterized by irregularity and remissness that he possesses lands in several Talooks of the District which he cultivates, that when Tahsildar of Tengracottah from which Talook he was subsequently removed, he engaged himself in superintending certain works of irrigation for the benefit of lands held by him to the neglect of his Official duties.— He further brings to notice that in consequence of his constant inattention as Head of Police he had found it necessary to relieve him of that duty by nominating an Ameen of Police whom he had remunerated by disbursing a moiety of the Salary of the Tahsildar.—

2. Other minor questions are also adverted to in connection with the

the acts of the Tahsildar, but the Board will confine their remarks to those points which appear of most moment and to require their decision. It is also unnecessary to re-open the question bearing upon the charges investigated under Regulation IX of 1822 as the final decision of the Board has been passed thereon under date 18th November last.

3. On referring to the voluminous Documents transmitted with the correspondence recorded at the head of these proceedings, the Board have not been able to trace that the Tahsildar personally possesses the lands in the several Talooks alluded to in the list which accompanied Mr Lockhart's letter of the 30th August last, it appears however from the Documents as well also as from the statements of Limmapiah himself that certain lands partly Enam and partly purchased Pulcut land are held by him as a member of an undivided family in succession to his deceased brother by whom the lands seem to originally to have been acquired and

and in whose name the Enam is still registered. Shortly after the death of this individual it further appears that the lands were in July 1754 rented on a decennial lease, the Pottah being granted by Limmapeah in the absence of the surviving sons of the deceased. In connection with this land the Tahsildar has been charged with taking up his residence in the neighbourhood and engaging himself in carrying on improvements in the sources of irrigation by cutting a new Channel of supply from the Vaigai River, and temporarily breaking up the high road, whereby the communication with Tengra Cottah was temporarily obstructed.

4. On an attentive perusal of the Documents bearing on this charge, it does not appear to the Board that the circumstances of the case are such as to call for the adoption of the course suggested by the Collector, viz- the dismissal of the Tahsildar and prohibition from future Public Employment.

5. They do not consider the evidence adduced sufficient to prove that Limmapiah

Fort St. George 27th April 1848

Timmapiah was personally engaged in the cultivation of this or any other land in this District, or that he was immediately engaged in superintending the improvements in the works of irrigation.

6. There are however reasonable grounds for arriving at the conclusion that he facilitated the operations in the result of which he was unquestionably interested. The fact of his omitting to bring the subject to the notice of the Collector gives colour to the surmise that he had a personal object in view in acting without reference to superior authority; and viewing the case in this light, and with reference to the present state of the question relating to the possession of lands by Public Servants, the Board direct that the Collector will inform the Tahsildar that any interference in any degree with matters of private interest is incompatible with his position in the public service, and that any deviation from the strict line of his duty, or infraction of the existing rules in regard to the Cultivation directly or indirectly of land within the District, will render him liable to removal from Office. The Board desire at the same time to point out to the Collector the impropriety of employing a Revenue Officer in a Talook in which he had previously existing rights and interests, which could not but prove a temptation to the exercise of his Official influence.

Grave

7. Grave complaints are also brought against Timmapiah in his capacity of Head of Police, involving neglect and inattention in that important Department of his Duties, the Board from the Documents now before them, do not however possess sufficient data upon which to form any conclusive opinion of the grounds of allegation urged by the Collector.

8. Before concluding their remarks on this case the Board desire to advert particularly to the course pursued by Mr Lockhart with respect to the appointment of an Ameen of Police to relieve the Tahsildar of his Police duties, and also to the mode in which that functionary was remunerated by a deduction of Rupees 50 from the salary of Timmapiah.

9. With reference to the first point, viz. the nomination of an Ameen in the manner stated, the Board have to observe that the Tahsildar as the ex-officio Head of Police within his Talook could not legally be deprived of his Police functions without at the same time being divested of his Revenue authority; neither is there any power vested in the Magistrate by the Regulations quoted by Mr Lockhart, to authorize the supercession of the Tahsildar by an Ameen, who is essentially a Subordinate Officer and whose jurisdiction is expressly confined to a large town which may be occasionally extended to a tract of adjacent country; but under no circumstances can such inferior Police Officer exercise his functions over an entire Talook to the prejudice and extinction of the superior authority conferred by Law upon the Tahsildar.

In

10 In advertence to the second point involving the disbursement of pay to a party in whose name it was not drawn, the Board scarcely deem it necessary to point out to Mr Lockhart that this course was altogether irregular and unauthorized any alteration in regard to expenditure of Salary by appropriating to one Officer the pay entered in the name of another in the Mogenzabilah of the District being opposed to the orders regulating this Department and to which the Board would take occasion to direct Mr Lockharts attention, and they desire that in future he will strictly confine himself to the instructions therein contained.—

Ordered that the following Endorsement be passed on the Petitions presented to the Board by Timmapiah

"The Board of Revenue having taken into consideration the Documents connected with the case of the Petitioner, have communicated their orders on the subject to the Collector, to whom the Petitioner is referred. The Board however desire to intimate to Timmapiah that they have viewed his conduct with reprobation in regard to his interference with matters of a private interest, which when exercised in any degree are incompatible with his position in the Public Service; and have instructed the local authorities to inform him that any deviation from the strict rules of his duty, or infraction of the Standing orders in regard to the Cultivation either directly or indirectly if found within the limits of his District, will render him liable to dismissal.

Read the following letter,

To

92.

To

J. Pycroft Esqre

Secretary to the

Board of Revenue

Fort St. George.

Sir,

From the Collector of Salem

Stating the arrears of balance against the Amendoor Mootah do not appear likely to be recovered unless it be put up for sale

With reference to the concluding part of the last Para: of the Board's Proceedings under date the 5th November 1846, requiring me to ascertain whether some arrangement may not be effected for the liquidation of the arrears due by the Mootah of Amendoor I have the honor to state that the arrears due on that Mootah for Fasly 1255 amounts to Rupees 2,115—15—1, and the Joint Proprietors, Viz: Aroonachalla Gounden, Rungasamy Chetty and Moorty Chetty who were required to liquidate this balance, have not the least desire of getting the Mootah redeemed: one of them named Aroonachalla Gounden says, that of about Rupees 2,000 of the above balance was collected and appropriated by Rungasamy Chetty and Moorty Chetty, who in reply say, that about 2,500 Rupees were appropriated by Aroonachalla Gounden. It is apparent from the dissension existing among them, that the recovery of the balance due cannot be effected unless the Mootah is

to brought to Public sale.—

A great portion of the demand for Fasliee 1256 and 1257 have been realized through the means of the Ameen; the small sums noted in the margin are only yet to be recovered.—

For Fasly 1256.
Rs 90—11—10.
For Fasly—1257.
Rs 420—7—1.

The Civil Judge in the 3rd Instant, forwarded Copy of a List of the Securities named by Taumdarayo Chetty the proposed Guardian of the Widow of the deceased Venkatachella Chetty one of the Proprietors of the above Estate and of the Jaury Cuddalore Mootah requesting me to ascertain the competency thereof.— As soon as this is settled, and the communication received from the Civil Judge intimating the appointment of the Guardian it will be submitted for the Board's information.—

Salem Hillah Durumpoory
Collector's Cutchery 20th April 1848.

(Signed) W. E. Lockhart
Collector.—

Resolution thereon.

The Collector will be pleased to proceed with the recovery of the arrears still due upon the Ameendoo Mootah, and will report the further measures taken by the Civil Court for the appointment of the Guardian of the Minor Proprietrix of that property.—

92-93

J.S.B.

Read the following letters.

To T. T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

94

Sir,

From the Collr of South Arcot

I have the honor to forward a Statement shewing the arrear of ready money pension due to a Manyendar in this District in lieu of resumed Enams from Fasly 1252 to 1256, and to request for the reasons stated in the Columns of Remarks in the above Statement that the Board will be pleased to procure the sanction of Government for the payment of the arrear amounting to Rupees 659-5-2 as well as for its continuance—

South Arcot
Collrs Cutchery
Cuddalore
11th March 1848

(Signed) W. D. Davis
Collector

Statement

6922. Estate of Reynolds, deceased 1828.

Statement showing the amount of each annuity due to the Children mentioned in the Will of Thomas Reynolds late of Fayette County deceased.

Names of the Legatees	Amount of Legacy	Amount of Interest	Total Amount
Jonathan Reynolds	$ 82.96	$ 49.77	$ 132.73
Martha Reynolds	82.96	49.77	132.73
Widow Reynolds	82.96	49.77	132.73
	$ 248.88	$ 149.31	$ 398.19

Fayette County Ohio ss.

Personally appeared before me a Justice of the Peace within and for said County Jonathan Reynolds Executor of the last Will and Testament of Thomas Reynolds late of said County deceased and made oath that the foregoing Statement by him subscribed is just and true to the best of his knowledge and belief.

Sworn to and subscribed before me this 31st day of March 1828.

Jno. Reynolds Exr.

Thos. Gardner J.P.

6922. Estate of Reynolds, deceased 1828.

Statement showing the amount of each annuity due to the Children mentioned in the Will of Thomas Reynolds late of Fayette County deceased, which annuities commenced on the 27th day of March 1820 and ended on the 27th day of March 1828.

Names of the Legatees	Amount of Legacy	Amount of Interest	Total Amount
Jonathan Reynolds	$ 82.96	$ 66.37	$ 149.33
Martha Reynolds	82.96	66.37	149.33
Widow Reynolds	82.96	66.37	149.33
	$ 248.88	$ 199.11	$ 447.99

Fayette County Ohio ss.

Personally appeared before me a Justice of the Peace within and for said County Jonathan Reynolds Executor of the last Will and Testament of Thomas Reynolds late of said County deceased and made oath that the foregoing Statement by him subscribed is just and true to the best of his knowledge and belief.

Sworn to and subscribed before me this 31st day of March 1828.

Jno. Reynolds Exr.

Thos. Gardner J.P.

6922. Estate of Reynolds, deceased 1828.

Statement showing the amount of each annuity due to the Children mentioned in the Will of Thomas Reynolds late of Fayette County deceased, which annuities commenced on the 27th day of March 1828 and ended on the 27th day of March 1829.

Names of the Legatees	Amount of Legacy	Amount of Interest	Total Amount
Jonathan Reynolds	$ 82.96	$ 82.96	$ 165.92
Martha Reynolds	82.96	82.96	165.92
Widow Reynolds	82.96	82.96	165.92
	$ 248.88	$ 248.88	$ 497.76

Fayette County Ohio ss.

Personally appeared before me a Justice of the Peace within and for said County Jonathan Reynolds Executor of the last Will and Testament of Thomas Reynolds late of said County deceased and made oath that the foregoing Statement by him subscribed is just and true to the best of his knowledge and belief.

Sworn to and subscribed before me this 31st day of March 1829.

Jno. Reynolds Exr.

Thos. Gardner J.P.

6922. Estate of Reynolds, deceased 1828.

Statement showing the amount of each annuity due to the Children mentioned in the Will of Thomas Reynolds late of Fayette County deceased, which annuities commenced on the 27th day of March 1829 and ended on the 27th day of March 1830.

Names of the Legatees	Amount of Legacy	Amount of Interest	Total Amount
Jonathan Reynolds	$ 82.96	$ 74.66	$ 157.62
Martha Reynolds	82.96	74.66	157.62
Widow Reynolds	82.96	74.66	157.62
	$ 248.88	$ 223.98	$ 472.86

Fayette County Ohio ss.

Personally appeared before me a Justice of the Peace within and for said County Jonathan Reynolds Executor of the last Will and Testament of Thomas Reynolds late of said County deceased and made oath that the foregoing Statement by him subscribed is just and true to the best of his knowledge and belief.

Sworn to and subscribed before me this 31st day of March 1830.

Jno. Reynolds Exr.

Thos. Gardner J.P.

Proceedings thereon—1 Resolved that the foregoing letter and the Statement which accompanies it be submitted for the orders of the Right Honorable the Governor in Council. Under the explanation of the Collector the Board beg to recommend that sanction be granted for payment of the arrears due to Linga Pareeay alias Senadingah Pareeay, from Fasly 1252 to 1256 inclusive amounting to Rupees 659-5-2- and for continuance of the allowance in the name of that individual.—

(94-95)

2 It will be observed that the name of Linga Pareeay is entered as in the Statement of lands alienated by the Kodiarpallium Poligar, which accompanied the letter from the Principal Collector of South Arcot dated 27th November 1840- These lands were Resumed under the orders of Government dated 31st January 1842 and ready Grants were granted in lieu— The amount payable to the claimant under these orders, is also entered in the Enclosure to the letter recorded above, Rupees 131-13-10 per Annum.—

Inft. 11th Febry 1842-

To

(96)

To

T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

Sir,

From the Coll.r of South Arcot

The last supply of Printed Rum Certificates being very nearly expended I have the honor to request you will have the goodness to cause the Quantity of Papers as per accompanying Indent, to be furnished to this Office at your earliest Convenience—

ORIGINAL DESTROYED

South Arcot—
Collrs Circuit Cutcherry
15th April 1848—

Signed W. D. Davis
Collr

A Indent for Printed Papers required for the use of the Collectors Cutcherry in the Southern Division of Arcot and Cuddalore for the year 1848—

	Description—			
	Papers of Sea Custom Declaration for the Certificates from the Collectors of Land Revenue—	Papers of Declaration for the Certificates from the Collrs of Sea Customs	Certificates from the Collrs of Land Revenue	Certificates from the Collrs of Sea Customs
Collectors Horzon Cutcherry—	50	50	50	100

South Arcot
Collrs Circuit Cutcherry
Tindevanum
15th April 1848

E. E. P. Signed W. D. Davis
Collr

The

Resolution thereon — The Collector will be pleased to furnish forms of the Certificates referred to in the foregoing letter, there being none in this office —

(96-97)

Read the following letter

To

T. Pycroft Esqre
Secretary to the
Board of Revenue
Fort St. George

(98)

Sir,

From the Actg Collr of Trichinopoly — — — In reply to your letter of the 10th ultimo on the subject of the Petition* Boreemth returned No. 2042 of 1847 presented by Tyamoottoo widow of one Mookapillay, I have the honor to inform you that there were three brothers viz.

1st Mookapillay
2d Vadampillay
3d Soobray Pillay

The Lands in dispute were entered in the name of the Eldest brother only — who having died, the 2d Brother petitioned me to have the quantity of land held by him, entered in a separate puttah in his own name — To this the others have objected on the plea that altho a division of moveable property had taken place there had not been any division of the lands — Having sent for Vadampillay to ascertain what documents he might possess

possess in proof of his allegation touching the division of landed property, he acknowledged possessing none, and it appears moreover that a suit is pending in Court respecting the same property — I consider it therefore proper to order the puttah to remain as it is, looking upon the widow Tyamoottoo as the legal holder, and the land should be put in her possession till the Court shall determine it otherwise —

Trichinopoly
31st March 1848

(Signed) W. Elliot
Actg Collector

Proceedings thereon.

(98-99)

The Board of Revenue think with the acting Collector that the Puttah in the case above reported on should remain as it is that is they suppose in the name of the deceased Mooka Pillay until the Suit now pending in the Court respecting the property be decided, but they see no reason why the land should be put into the possession of the widow — On the contrary, they are of opinion that the parties in present actual possession whoever they may be should be maintained in possession until the rights of all interested be settled by the Court —

Endorsement on Petition No. 2042 of 1847 —

Petitioner is referred to the acting Collector to whom instructions have been sent

6227 Fort St. George 27th April 1848.

Sent in her case -

Read the following letter -

To

T. Pycroft Esqre.
Secretary to the
Board of Revenue
Fort St. George

Sir,

100

From the Collr. of Madura - - } In reference to the 18th Para of the 7th June 1819 - Standing Rules for Conduct of Salt pans - I have the honor to forward a Memorandum of the surplus and deficiency in the heads of each of the pans of this Collectorate, exhibiting the centage of difference for the year 1847 -

Madura
Ramnad
8th April 1848

(Signed) R. D. Parker
Collector

Memorandum

ORIGINAL DESTROYED

6228 Fort St. George 27th April 1848

Memorandum of Inspection of Salt heaped in 1847 in the Districts of Madura and Dindigul

Pans	No. of Heaps	Increase	Decrease	Per Centage	By whom inspected
	Wt	Wt			
Tharacoody	15	80		2	By the Asst Head Asst Collr F. S. W. Coator Esqre and Hail Sheristadar
Mookyoor	22	"	"	"	Ditto and Dr
Moodooregoonadapatam	18	20	"	1/2	Ditto and Dr
Vaulenakum	16	70	"	1 3/4	Asst Head Asst Collector F. S. W. Coator Esqre
Morecolum	10	40	"	1	Dr and Hail Sheristadar
Authenkunnay	9	100	"	2 1/2	
Vyrauanathapatam	10	90	"	2 1/4	" Hail Sheristadar
Oosipoor	15	17	"	6 3/16	Acting Head Assistant
Ogundangoody	11	50	"	1 1/4	collector F. S. W. Coator Esqre
Manacoody	19	150	"	3 3/4	
Sholeacoody	31	"	40	7	" Hail Sheristadar -
Vuttanum	33	"	20	1/2	Acting Head Assistant
Calianagherry	16	"	20	1/2	collector F. S. W Coator Esqre
Theethandathanum	9	"	"	"	and Hail Sheristadar

Madura,
Ramnad,
8th April 1848

(Signed) R. D. Parker
collector

Order thereon

Ordered to be recorded

Read

100-101

Fort St. George 27th April 1848.

Read the following letter

To. F. Fycroft. Esqre.

Secretary to the

Board of Revenue

Fort St. George

(102)

Sir,

From the Pr. Coll. of Coimbatore

Recommends the appointment of the Head and Deputy Darogahs of the Hundachar Establishment to be Police Ameens for reasons explained

Para 1. It is with regret that I have to communicate to the Board of Revenue that Gang Robbery is greatly on the increase, and that for the present I find my Police force insufficient to stem the tide of mischief which prevails and had its commencement with the late adverse season. Under these circumstances I request that the Head Darogah of the Hundachar Establishment, and his Deputy the former drawing (50) Fifty Rupees a Month, and the latter (30) Thirty may be appointed Police Ameens with the Authority and under the conditions required by Section XI Regulation XI of 1816, and Section II Regulation IV A. D. 1821, and the Circular Orders of the Foujdaree Adalut bearing date the 10th June 1834.—

II The nature of the duties of these Officers appointments renders it impossible to define their particular sphere of action. They command the subsidy force which is scattered over the District, and their time is taken up in visiting the different Divisions, and hastening

Fort St. George 27th April 1848.

hastening to those points where robberies are reported to have taken place. No separate establishment is required my object is to accelerate investigation and Committal to Court of course they will receive aid in those Talooks where it may be needful for them to act.—

Coonoor 23d March 1848

(Signed) J. C. Wroughton
Prin.t Collector

Ordered that the foregoing letter be submitted with the following letter.—

(102-103)

To The Chief Secy. to Government

Submitting letter from the Pr. Coll.r of Coimbatore requesting that the Hd. Darogah of the Hundachar Establishment and his Deputy may be appointed Police Ameens & recommending that the proposed arrangement may receive the sanction of Government.—

Sir,

I am directed by the Board of Revenue to submit, for the consideration and orders of the Right Honorable the Governor in Council, the accompanying letter from the Principal Collector of Coimbatore, dated 23d ultimo, requesting that the Head Darogah of the Hundachar Establishment, and his deputy, the former drawing a Salary of 50 Rupees, and the latter of 30 Rupees per mensem, may be appointed Police Ameens, with the authority and under the conditions specified in Section XI Regulation XI of 1816. Section II Regulation IV of 1821, and the Circular order of the Foujdaree Adaulut dated 10th June 1834.

Mr

Fort St George 27th April 1848.

2.

Mr Wroughton explains that the increase of gang robbery and the insufficient state of his Police Force, has rendered necessary the Arrangement now proposed by him. He states that the Sarogah and his deputy are in charge of the Sibbindy force employed throughout the District, and are required to visit the different divisions and to proceed to places where robberies are reported to have been committed. It will therefore be difficult to define their sphere of action, but it is apprehended that if invested with the powers of Amins of Police, investigations will be accelerated and cases may at once be committed to the Courts for trial.

3.

The Board consider Mr Wroughton's suggestion to be judicious. It will be seen that no separate Establishment will be required, and no additional expence be incurred. Under these circumstances the Board beg to recommend that the proposed Arrangement may receive the sanction of Government.

Revenue Board Office
Fort St George, 27th April 1848 } (Signed) J. Lycroft
Secretary

From

Fort St George 27th April 1848

From the Collr of Canara

(104)

Read Abstract Statement of Persons charged with Offences under Regulation IX of 1822 during the second half of the year 1847.

Order thereon

(104-105)

Resolved to lie over until the receipt of the Returns from other Districts when an Abstract of the whole will be prepared and submitted for the orders of Government.

ORIGINAL DESTROYED

Read the following letter.

To
J. Lycroft Esqre
Secretary to the
Board of Revenue
Fort St George

(106)

From the Collr of Malabar

Sir,

With reference to the 2d para of your letter under date the 21st February last, I have the honor to report for the information of the Board, that the rates which the Parrah in use in this District bears to the Standard Mercal, which was furnished under the Orders of the Board of Revenue dated 19th August 1841 is as follows—

The Parrah measure now in use, corresponds to an Indian Maund—its cubic capacity is equal to 2395⅗ Cubic Inches, and that of the Standard Mercal being 800 Cubic Inches, the latter may be said to bear, as near as possible, a proportion of one third to the former—

18½ × 18½ × 7.

See letter to Bd of 22d January & answer 9/18th February 1841

Calicut
5th April 1848 } (Signed) H. V. Conolly
Collector

Order thereon

Ordered to be recorded

Read the following Statement—

Statement

(106-107)

6233

108

Mr. Wm. Jr. Hoorge 97 & Wife 1828

Defendants Answer the Plaintiffs Bill and have annexed and have declared their Answer duly at the Return of Sessions Court Held during the Month of March 1828

in case of the Years 1826 1827 and 1828

	1826			1827			1828		
Hann									
Saunders and Defendant	2	2		7			6		
Attwood	11			11	1		11		
Hall		4		7	1			2	
Hann									
Saunders and Defendant	2	2		7	8		6	6	
				177	132		176	176	143

6234

Fort St George 27th April 1848.

Firewood			177		132			174		155			150	143	
Shells		12th	6		7	12th		10		5	12th		8	Sunday	
Grain			5		2			2		2			7	"	
Sundries and Passengers			"		2			"		"			"	"	
Firewood			3		1			8		5			7	"	
Shells		13th	6		9	13th		3		7	13th		9	6	
Grain			2		3			1		7			2	9	
Sundries and Passengers			"		"			"		"			"	"	
Firewood			2		3			5		8			9	13	
Shells		14th	7		17	14th		6	Sunday	11th			1	7	
Grain			4		5			1	"	"			"	2	
Sundries and Passengers			"		"			"	"	"			"	"	
Firewood			6		6			11	"				11	12	
Shells		15th	7	Sunday		15th		2		10	15th		7	5	
Grain			7	"				6		2			15	1	
Sundries and Passengers			1	"				"		"			"	"	
Firewood			4	"				13		22			4	3	
Shells		16th	13		8	16th		4		3	16th		6	4	
Grain			2		6			"		1			5	"	
Sundries and Passengers			"		1			"		"			"	"	
Firewood			8		10			2		5			7	7	
Shells		17th	3		5	17th		19		5	17th		4	8	
Grain			1		6			1		"			5	10	
Sundries and Passengers			"		"			"		"			"	"	
Firewood			3		5			6		7			10	9	
Shells		18th	8		6	18th		3		4	18th		7	6	
Grain			3		"			6		"			1	10	
Sundries and Passengers			"		"			"		"			"	"	
Firewood			2		1			5		4			5	"	
Shells		19th	4		8	19th		6		10	19th		1	Sunday	
Grain			3		3			"		"			4	"	
Sundries and Passengers			"		"			"		"			"	"	
Firewood			2		3			6		9			8	"	
Shells		20th	2		6	20th		21		10	20th		"	7	
Grain			1		3			15		"			6	9	
Sundries and Passengers			"		"			"		"			"	"	
Firewood			"		1			5		5			10	14	
Shells		21st	3		9	21st		9		Sunday	21st		6	"	
Grain			"		3			12		"			3	6	
Sundries and Passengers			"		"			"		"			1	"	
Firewood			4		1			10		"			6	5	
Shells		22d	"		Sunday	22d		6		6	22d		4	6	
Grain			"		"			5		15			10	3	
Sundries and Passengers			1		"			"		"			"	"	
Firewood			3		"			7		9			7	10	
Shells		23d	"		9	23d		2		18	23d		6	1	
Grain			"		1			8		"			4	10	
Sundries and Passengers			"		"			"		"			"	1	
			5		8			13		13			8	12	
			306		294			407		353			364	318	

Mont Alto Range 9th Mar. 1828

| | | |

6236 Fort St George 27th April 1848

108-9 Order thereon

From the Collr and Registr of Government Grants Madras 110 to Individuals during the Quarter ending 31st ult. by last

Ordered to be recorded

Read Register of Certificates sent

Order thereon

110-111

Read the following

Secretary Revenue Board

112 To The Male Asylum Prss

1848 March 24th To printing 1040 Copies 3 pages Abstract of Demand A Dy. Rupee per 250 Copies } Rs. a. p. 87 5 0

" 3 do do B do per do 21 0 0

" pasting 9 Reams 12 Quires 12 Sheets Medium paper } 5 0 0

Rupees 113 5 0

Company's Rupees One hundred and thirteen Annas five and Pice nine

Madras Asylum Press Office 1st April 1848

/ Signed / E. Marsden Superintendent

Ordered that the foregoing Bill be submitted with the following address

112-113 To The Chief Secretary to Government

To The Chief Secy. to Government

Sir,

With reference to the resolution of Government dated 20th November 1836, I am directed by the Board of Revenue to submit the accompanying Bill Amounting to Rupees 113-5-0 due to the Male Asylum Press, for printing Revenue Statements, and to request that sanction be granted for payment of the same

Revenue Board Office Fort St George 27th April 1848

/ Signed / T. Pycroft Secretary

J.C.P.

6237 Fort St George 27th April 1848

Read the undermentioned Lists

From the Collr of Nellore 114 to the Board and remaining unanswered to the 31st March last

List of letters addressed

ORIGINAL DESTROYED

From the Collr of Nellore 115 to the Board and remaining unanswered to the 31st March last

List of letters received from

ORIGINAL DESTROYED

From the Collr of South Arcot 116 to the Board and remaining unanswered on the 1st April last

List of letters addressed

ORIGINAL DESTROYED

From the Collr of South Arcot 117 from the Board and remaining unanswered on the 1st April last

List of letters received

ORIGINAL DESTROYED

From the Collr of Tinnevelly 118 to the Board and remaining unanswered to the 31st March last

List of letters addressed

ORIGINAL DESTROYED

From the Collr of Tinnevelly 119 from the Board and remaining unanswered to the 31st March last

List of letters received

ORIGINAL DESTROYED

Order on the 6 abovementioned Lists

114-120 Ordered to be lodged in the Office

Read the undermentioned Registers

From the Collector of Cuddapah 121 passed by him during the Month of January 1847

Register of Endorsements referred by the Board

ORIGINAL DESTROYED

Register

From the Coll.r of Cuddapah. Register of Endorsements
122 passed by him on Petitions referred by the Board
during the Month of February 1847.

From the Coll.r of Cuddapah. Register of Endorsements
123 passed by him on Petitions referred by the Board
during the Month of March last.

From the Coll.r of Cuddapah. Register of Endorse-
124 ments passed by him on Petitions referred by
the Board during the Month of April last.

From the Coll.r of Cuddapah. Register of Endorse-
125 ments passed by him on Petitions referred by the
Board during the Month of May last.

From the Coll.r of Cuddapah. Register of Endorse-
126 ments passed by him on Petitions referred by the
Board during the Month of June last.

From the Coll.r of Cuddapah. Register of Endorse-
127 ments passed by him on Petitions referred by
the Board during the Month of July last.

From the Coll.r of Cuddapah. Register of Endorse-
128 ments passed by him on Petitions referred by
the Board during the Month of August last.

From the Coll.r of Cuddapah. Register of Endorse-
129 ments passed by him on Petitions referred by
the Board during the Month of September last.

From the Coll.r of Cuddapah. Register of Endorse-
130 ments passed by him on Petitions referred by
the Board during the Month of October last.

Register

From the Coll.r of Cuddapah. Register of Endorsements
131 passed by him on Petitions referred by the Board
during the Months of November last.

From the Coll.r of Cuddapah. Register of Endorsements
132 passed by him on Petitions referred by the Board
during the Months of December last.

From the Coll.r of Chingleput. Register of Endorse-
133 ments passed by him on Petitions referred by the
Board during the Months of March last.

Order on the 13 abovementioned Registers. Ordered to be lodged
121-134 in the Office.

Resolved that the following
letters be despatched

135 To

The Chief Secretary to
Government.

Sir

I am directed by the Board of
Revenue to submit the accompanying comparative
A Statement of contingent charges incurred in the Revenue
and Magisterial Departments from 1st July to 30th
September 1847 Sanctioned by the Board under the orders
of Government dated 28th July 1843.

Fort St. George Gazette of 1843. Page 608. B.

Accompanying is also submitted a Statement
† Stamps Office. Sub Treasurer. Savings Bank. Civil Auditor. Sea Customs Depart.
of Contingent Charges incurred in the Offices at the
Presidency for the same period.

To the Chief Secy to Government

Revenue Board Office
Fort St. George
27th April 1848

/ Signed / T. Pycroft
Secretary
Statement

6240.

Sixth & Seventh Years of George IV. cap. 128.

A

Abstract showing the Composition charges assessed on the Parishes under the Cheadle Poor Law Union from 1st July to 30th September 1847, made pursuant to the Orders of Assistant Commissioners under the Orders of Government dated 28th July 1843 published on the Sixth & Seventh years of George IV.

Parishes	Actual Charge Assessed on Owners	Actual Charge Assessed on Occupiers	Composition Charge assessed upon Owners	Composition Charge assessed upon Occupiers	Total Charge
	£ s d	£ s d	£ s d	£ s d	£ s d
Cheadmore	93 13 7	7 1 11	" " "		16 11 8
Alton	34 1 5	17 9 4	" " "		18 13 1
Upper Elm & Church	9 7 "	20 1 "	17 10 "	" " "	
Lower Elm & Church	9 8 "	2 1 4	" " "	7 6 8	
Bramton	18 12 "	7 8 "	" " "	10 9 2	
Checkington	13 1 6	" 14 6	" " "	12 3 "	
Quinnersley	57 3 7	33 9 2	" " "	23 10 5	
Dilling	" " "	1 " "	1 " "	" " "	
Cundasale	11 13 1	1 6 10	" " "	10 6 3	
Combedale	31 11 3	38 1 2	6 5 11	" " "	
Granard	16 12 "	26 1 "	9 5 "	" " "	
Chadsden	67 7 8	69 " 2	1 13 6	" " "	
Cheadle	44 10 5	30 " 11	" " "	14 9 6	
Total	425 3 7	421 7 3	109 8 3	213 4 7	
		Carried forward		109 8 3	
		Ash Grange		103 17 4	

Allotment

Alton
Upper Elm & Church
Lower Elm & Church
Bramton
Checkington
Quinnersley
Dilling
Cundasale
Combedale
Granard
Chadsden
Cheadle
Total

Allotment showing the Composition charges assessed on the Parishes under the Cheadle Poor Law Union from 1st July to 30th September 1847, made pursuant to the Orders of Assistant Commissioners under the Orders of Government dated 28th July 1843 published on the Sixth & Seventh years of George IV.

Actual Charge Assessed upon Owners
Actual Charge Assessed upon Occupiers
Composition Charge assessed upon Owners
Composition Charge assessed upon Occupiers
Total Charge
1st July to 30th September 1847
Carried forward
Ash Grange
Total

6242 Fort St. George 27th April 1848.

136

To The Chief Secretary to
Government

To the Chief Secy to Government. } Sir

I am directed by the Board of Revenue to submit the accompanying Return of the Sales of Salt for the Quarter ending 31st January 1848 prepared according to the Order from the Government of India dated 17th May received with the Extract from the Minutes of Consultation of Government dated 7th June 1845.

Revenue Board Office, Fort St. George, 27th April 1848. } I have &c.
/Signed/ J. Pycroft
Secretary.

Comparative

6241 Fort St. George 27th April 1848.

Statement shewing the contingent Charges incurred in the undermentioned Offices from 1st July to 30th September 1847 and sanctioned by the Board of Revenue under the Order of Government Dated 25th July 1845 published in the Fort St. George Gazette of July 28th 1845.

Actual charges incurred from 1st July to 30th September 1847	Rupees a/c	Rupees a/c	Estimated Charges for the Quarter ending 31st December 1847	Rupees a/c	Rupees a/c	Remarks
Marine Office	94 2 8	38 8 1	Marine Office	57 10 7		Actual charges incurred from 1st July to 30th September 1847 and Estimate for the Quarter ending 31st December 1847
Salt Farmers	" " "	" " "	Salt Farmers	90 15 6		
Savings Bank	9 5 4	" " "	Savings Bank	11 4 6		
Genl. Auditor	24 13 1	5 7 9	Genl. Auditor	19 5 10		
Sea Customs Department	23 12 "	" " "	Sea Customs Department	142 7 6		
		43 15 10		311 1 4		
		139 5 3				
		43 15 10				
		95 5 5				
		Total				

Fort St. George

Comparative Statement shewing the Quantity of Salt Sold for Home and Inland Consumption its price per Maund and the proceeds realized from its sale, in all the Maritime Districts under the Madras Presidency for the Quarter ending 31st January 1846. 1847 & 1848 respectively.

27th April 1848.

	From 1st November 1845 to 31st January 1846.						From 1st November 1846 to 31st January 1847.						From 1st November 1847 to 31st January 1848.						
	Quantity of Salt		Rate of price per Indian Maund		Amount		Quantity of Salt		Rate of price per Indian Maund		Amount		Quantity of Salt		Rate of price per Indian Maund		Amount		
	I. Mds.	Lbs.	Rs.	a.	p.	Rs.	a.	p.	I. Mds.	Lbs.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Ganjam	121736	28	1	0	0	121736	1	0	69529	28	1	0	0	69529	1	0	85117	35	0
Vizagapatam	29575	33	1	0	0	29580	7	0	37569	26	1	0	0	37569	2	0	32787	16	8
Rajahmundry	47654	0	1	0	0	47654	0	0	47490	0	1	0	0	47490	0	0	53219	20	0
Masulipatam	360	0	0	9 60/100		18	0	0	600	0	0	9 60/100		30	0	0	360	0	0
Guntoor	239806	20	1	0	0	239806	8	0	175539	0	1	0	0	175539	0	0	176383	20	0
Nellore	149028	12	½	0	0	149028	4	9	116208	36	1	0	0	116208	14	6	100330	36	0
																	44400	0	0
Chinglepute	220074	36	1	0	0	220074	14	5	163495	32	1	0	0	163495	12	10	180167	12	0
																	20400	0	0
Nos. Do. of Arcot	75819	0	1	0	0	75819	0	0	101550	0	1	0	0	101550	0	0	48975	20	0
Sos. Do. of Arcot	5064	0	1	0	0	5064	0	0	2139	0	1	0	0	2139	0	0	1527	0	0
Tanjore	74191	20	1	0	0	74191	8	0	102574	36	1	0	0	102574	14	5	43653	24	0
Madura	108725	10	1	0	0	108725	4	0	114684	0	1	0	0	114684	0	0	105579	0	0
Tinnevelly	84696	24	1	0	0	84696	9	7	100830	24	1	0	0	100830	9	7	82728	0	0
Canara	71880	0	1	0	0	71880	0	0	66526	10	10	1	0	0	66526	4	3	64447	32	0
Malabar	106980	36	1	0	0	106981	1	7	109636	20	1	0	0	109636	9	11	124945	24	0
	97224	70	1	0	0	97224	8	0	111672	30	1	0	0	111672	10	0	103760	30	0
Madras	1000	0	0	3	4	333	5	4	200	0	0	2 60/100		35	0	0	250	0	0
	25559	0	1	0	0	25559	0	0	45123	17	8	1	0	0	45123	7	0	76931	27
Total	1459976	13	8			1458372	7	8	1365367	34	10				1364634	7	6	1345939	28

	From 1st November 1847 to 31st January 1848.						
	Quantity of Salt		Rate of price per Indian Maund		Amount		
	I. Mds.	Lbs.	Rs.	a.	p.	Rs.	a.
Ganjam	85117	35	1	0	0	85117	14
Vizagapatam	32787	16	8	1	0	0	32788
Rajahmundry	53219	20	0	1	0	0	53219
Masulipatam	360	0	0	0	0	9 60/100	18
Guntoor	176383	20	0	1	0	0	176383
Nellore	100330	36	0	1	0	0	100330
	44400	0	0	0	15	4	42330
Chinglepute	180167	12	0	1	0	0	180167
	20400	0	0	0	15	0	19550
Nos. Do. of Arcot	48975	20	0	1	0	0	48975
Sos. Do. of Arcot	1527	0	0	1	0	0	1527
Tanjore	43653	24	0	1	0	0	43653
Madura	105579	0	0	1	0	0	105579
Tinnevelly	82728	0	0	1	0	0	82728
Canara	64447	32	0	1	0	0	64447
Malabar	124945	24	0	1	0	0	124945
	103760	30	0	1	0	0	103760
Madras	250	0	0	2 60/100		43	12
	76931	27	0	1	0	0	76931
Total	1342675	4					

To the French Chief of Yanaon.

To the French settlement of Mahe

Resolved

Resolved that the following letters be despatched

137

To the Collector of Guntoor

To the Coll.r of Guntoor — Sir,

With reference to the concluding para. of the Board's Proceedings dated 13th March 1848, I am directed by the Board of Revenue to transmit herewith a copy of the papers entered in the Margin

From Mr. Walter Elliot to Govt. dated 11th April 1848 with 1 Report 11th April 1848 Analysis Enclosures 1 @ 75 Appendix A @ G

Revenue Board Office
Fort St. George
27th April 1848

/ Signed / F. Pycroft
Secretary

138

To the Sub Treasurer.

To the Sub Treasurer — Sir,

I am directed by the Board of Revenue to transmit herewith the several Companys Rupees 7-9-- due to the individuals named in the Margin and lying unclaimed in this Office.

Polasinguma Rama resigned 20th June 1847 } 3-9-8
Vydelinguma Chetty Pensioner } 3-15-4
writer died 6th September 1847 }
Company's Rupees 7-9-0

DESTROYED

You will be pleased to acknowledge the receipt of this amount.

Revenue Board Office
Fort St. George
27th April 1848

/ Signed / F. Pycroft
Secretary

Received

Received the undermentioned Miscellaneous Returns and Statements

From the Accountant General — Indent on the Commissary General for certain articles required during the Month of May 1848.

139

From the Sub Treasurer — Indent on the Commissary General for Carts, Bullocks, and Drivers for conveying Treasure to the Beach.

140

From the Sub Treasurer — Indent on the Commissary for Carpenters for packing Coins in boxes for transport to Bombay.

141

From the Sub Treasurer — Indent on the Commissary General for Carpenters for packing Coins in boxes for transport to the Northern Ports.

142

Order on the 4 abovementioned Indents — Ordered to be supplied accordingly.

139-143

From the Sub Coll.rs in charge of North arcot — Returns of Persons suspended and dismissed under Regulation XI of 1831 for the Month of March last.

144

From the Coll.r of Bellary — Abstract Statement of Demand Collection and Balance for the Month of March last.

145

From the Coll.r of Cuddapah — Abstract Statement of Demand Collection and Balance for the Month of March last.

146

From the Coll.r of Chingleput — Abstract Statement of Demand Collection and Balance for

147

for the Month of March last.

From the Coll.r of Guntoor. Abstract Statement of De-
148 mand Collection and Balance for the Month of
March last.

From the Coll.r of Madura. Abstract Statement of
149 Demand Collection and Balance for the Month
of March last.

From the Coll.r of Nellore. Abstract Statement of
150 Demand Collection and Balance for the
Month of March last.

From the Coll.r of Rajahmundry. Abstract Statement of
151 Demand Collection and Balance for the Month
of March last.

From the Ag.t Coll.r of Trichinopoly. Abstract Statement
152 of Demand Collection and Balance for the
Month of March last.

From the Ag.t Coll.r of Trichinopoly. Statement shewing
153 the average Bazar wholesale prices of Grain and
Salt for the Month of March last.

From the Coll.r of Bellary. Statement shewing the
154 average Bazar wholesale prices of Grain and Salt
for the Month of March last.

From the Coll.r of Cuddapah. Statement shewing the
155 average Bazar wholesale prices of Grain and Salt
for the Month of March last.

From the Coll.r of Chingleput. Statement shewing the
156 average Bazar wholesale prices of Grain and Salt for
the Month of March last.

From the Coll.r of Guntoor. Statement shewing
157 the

the average Bazar wholesale prices of Grain and
Salt for the Month of March last.

From the Coll.r of Madura. Statement shewing the
158 average Bazar wholesale prices of Grain and Salt
for the Month of March last.

From the Coll.r of Nellore. Statement shewing the
159 average Bazar wholesale prices of Grain and Salt
for the Month of March last.

From the Coll.r of Rajahmundry Statement shewing the
160 average Bazar wholesale prices of Grain and Salt for
the Month of March last.

From the Coll.r of Canara. Reports that no persons
161 were confined in or released from Jail during the
Quarter ending the 31st March last.

From the Coll.r of Cuddapah. Forwarding the whole of the
162 Returns called for in Board's letters of 10th February
and 30th March last.

From the Coll.r of Cuddapah. Return of Persons confined in
163 Jail during the Quarter ending 31st March 1847.

From the Coll.r of Cuddapah. Return of Persons confined in
164 Jail during the Quarter ending 30th June 1847.

From the Coll.r of Cuddapah. Return of Persons confined in
165 Jail during the Quarter ending 30th September 1847.

From the Coll.r of Cuddapah. Return of Persons confined
166 in Jail during the Quarter ending 31st December 1847.

From the Coll.r of Cuddapah. Return of Persons re-
167 leased from Jail during the Quarter ending 31st
March 1847.

Return

From the Coll.r of Cuddapah. Return of persons released
168 from Jail during the Quarter ending 30th June 1847.

From the Coll.r of Cuddapah. Return of persons released
169 from Jail during the Quarter ending 30th Sep-
tember 1847.

From the Coll.r of Cuddapah. Return of persons released
170 from Jail during the Quarter ending 31st December
1847.

From the Coll.r of Cuddapah. Return of Persons sus-
171 pended and dismissed during the Quarter ending
31st March 1847.

From the Coll.r of Cuddapah. Return of Persons sus-
172 pended and dismissed during the Quarter ending
30th June 1847.

From the Coll.r of Cuddapah. Return of Persons sus-
173 pended and dismissed during the Quarter ending
30th September 1847.

From the Coll.r of Cuddapah. Return of Persons suspend-
174 ed and dismissed during the Quarter ending
31st December 1847.

From the Coll.r of Cuddapah. Return of Fines imposed
175 and Stoppages made from the pay of public
Servants during the Quarter ending 30th September 1847.

From the Coll.r of Cuddapah. Return of Fines imposed
176 and Stoppages made from the pay of
public Servants during the Quarter ending
31st December 1847.

Return.

From the Coll.r of Cuddapah. Return of Alterations
177 that have occurred in the List of fines im-
posed and Stoppages made from the
pay of public Servants during the Quarter ending
31st March 1847.

From the Coll.r of Cuddapah. Return of Alterati-
178 ons that have occurred in the List of
fines imposed and Stoppages made
from the pay of public servants
during the Quarter ending 30th June
1847.

From the Collector of Cuddapah. Return of
Alterations that have occurred in the
179 List of fines imposed and Stoppages
made from the pay of public servants
during the Quarter ending 30th September
1847.

From the Coll.r of Cuddapah Return of Al-
(Vide Proceedings 25th & 27th May 48) terations that have occurred in
180 the List of fines imposed and Stop-
pages made from the pay of public
Servants during the Quarter ending 31st

31st December 1847.

From the Coll.r of Guntoor. Acknowledges the
181 receipt of 5008 Salt Rowannahs.

From the Coll.r of Madura. Salt accounts cur-
182 -rent for the Quarter ending 31st March last.

From the Coll.r of Madura. Reporting that cer-
183 -tain Returns and Statements for the Month of February last are not sent there being no entries to make.

From the Coll.r of Madras. Acknowledging the
184 receipt of 500 Salt Rowannahs.

From the Coll.r of Nellore. Statement shew-
185 -ing the Quantity of Salt in store and rea-dy for exportation on account of Chittagong Indent for the year 1847/48 at the Ports of his District up to 8th April last.

From the Coll.r of Rajahmundry. Stating that no
186 persons were charged with Offences under Regulation IX of 1822 for the Months of March last.

From the Coll.r of Salem. Acknowledges the
187 receipt

receipt of 51 Printed forms of Demand Collection and 10 of Extra Revenue Statements.

From the Sub Treasurer. Indent on the Commissary
188 General for certain articles required for the use of his Office.

Ordered to be submitted for
Order thereon. sanction with reference to the order of
188–189 Government dated 28th July 1843.

From the Coll.r of Tanjore. Submitting an Indent for
190 printed forms of Bills of Exchange.

Ordered to be supplied
Order thereon.
190–191 accordingly.

From the Coll.r of Tanjore. Reporting that no
192 persons were charged with or confined for offences under Regulation IX of 1822 during the months of March last.

From the Acting Coll.r of Trichinopoly Acknowledging the
193 receipt of Statements of Demand Collection and Balance and Extra Sources of Revenue. Supplemental

6252 Fort St. George 27th April 1848.

From the Collector of Tinnevelly — Supplemental Return of Persons charged with Offences under Regulation IX of 1822 for the Month of February last.

(194)

Walter Elliot

Boddingham.

Compd Thompson