[illegible]

1918

Fort St. George — March 1845.—

Diary.

Received the following Letters.—

25th March.

To

T. Pycroft Esqre

Secretary to the

Board of Revenue

Fort St. George

(1)

From the Sub Collector of Tinnevelly.—

Sir,

I have the honor to Enclose the receipt in Duplicate for the amount of Cash in the Treasury given by C. B. Thomas Esqre Collector on my delivering over charge of the Treasury to him this day.—

ORIGINAL DESTROYED

Tinnevelly, Collectors' Office, 18th March, 1845.

/Signed/ F.B. Elton

Sub Collector.

Received.—

3884 Fort St. George — March 1845.—

Received from F. B. Elton Esq.re Sub Collector of Tinnevelly in the undermentioned Coins the Sum of Rupees 8,38,480-3-7 being the balance of Cash up to 17th March 1845- according to the accounts of the Treasury.—

Species	Coins	No. of Coins	Rate of Conversion per 100 pieces of Coins			amount			Total		
			CRS	a	P	CRS	a	P			
	Company's Rupees of 1845/40	729350	100	"	"	729350	"	"			
	Do — ½ — Pieces	40964	50	"	"	20482	"	"			
	Do — ¼ — Do	29148	25	"	"	7287	"	"			
	Company's Rupees	50209	100	"	"	50209	"	"			
	Do — ½ — Pieces	19196	50	"	"	9598	"	"			
	Do — ¼ — Do	12925	25	"	"	3231	4	"			
	Double Annas	7918	12	8	"	989	12	"			
	Single Do	2151	6	4	"	134	7	"			
	Bombay Surat Rupees	5865	97	12	2	5733	10	4			
	Do — ½ — Pieces	670	48	14	1	327	7	11			
	Do — ¼ — Do	169	24	7	5	41	4	10			
Silver	Half Pagoda Pieces	268	172	14	5	463	6	"			
	Quarter Do — Do	100	86	11	3	86	11	3			
	Old Rupees	7	99	4	5	6	15	2			
	Spanish Dollars	1728	221	4	6	3823	11	10			
	German Crowns	3083	210	8	5	6490	8	3			
	Do ½ Pieces	2	105	4	2	50	2	1	8		
	New five Fanams	2	37	14	2	"	"	12	1		
	Do Double Do	1	13	12	2	"	"	2	2		
	Do Single Do	1	6	14	5	"	"	1	1	8,35,283	3 7
	Europe Copper pie Pieces	12222	"	8	4	"	63	10	6		
Copper	New Copper Halfanna Do Do	3060	3	2	"	"	95	10	"		
	Do — ¼ — Do	4014	1	9	"	"	62	11	6	222	" "
	Company's Rupees									8,38,480	3 7

Tinnevelly 18th March 1845. E. E. ff.x /Signed/ C. B. Thomas
Collector.

To.

3885 Fort St. George — March 1845.—

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

(2)

From the Collector of Tinnevelly——

Sir,

I have the honor to report my having taken charge of the balance of Cash in this Treasury amounting to Company's Rupees 8,38,480-3-7 for which I have passed my receipt to Mr. F. B. Elton Sub Collector.—

Tinnevelly, Collectors Office, 18th March 1845.

/Signed/ C. B. Thomas
Collector.—

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

(3)

From the Coll.r of Tinnevelly——

Sir,

I have the honor to report for the information of the Board my having this day received charge of the Office of Collector and Magistrate from Mr. F. B. Elton Sub Collector.—

Tinnevelly, Collectors Office, 18th March 1845.

/Signed/ C. B. Thomas
Collector

Ordered.—

3886. Fort St. George — March 1845.—

(1-4) Order on the three foregoing letters.— Ordered to be submitted for the information of Government.—

(5) From the Collector of Tinnevelly.— Received letter submitting an application from the Sub Collector Mr. Elton requesting leave of absence for One Month under Section XI of the amended Rules from the date of quitting his station to proceed to the western coast.—

(5-6) Order thereon. Ordered to be submitted through the Channel of the Civil Auditor for the favorable consideration of Government.—

Received the following letters.—

To

J. Pycroft Esq^re

Secretary to the

Board of Revenue—

Fort St. George—

(7) From the Ag. P^l Coll^r of Canara— Sir,

I have the honor to report for the information of the Board, that I have this day delivered over charge of the District to Mr. R. D. Parker and to forward his receipt for the balance of Cash in the Treasury at Mangalore.—

Principal Collector's Cutcherry, Mangalore, 19th March 1845— /Signed/ C. P. Thompson

Ag. P^l Coll^r—

Received

3887. Fort St. George — March 1845.—

Received from C. P. Thompson Esq^re acting Principal Collector of Canara the sum of Company's Rupees 10,67,031-11-4 in the undermentioned Coins being the Balance in the Huzoor Treasury at Mangalore on the 19th March 1845.—

Species	Coins	Number	Rate of Conversion per 100 pieces of Coins	Amount in Company's Rupees	Total
			Rupees a P	Rupees a P	Rupees a P
Gold	Bhaundry Pagodas	5,184½	400 " "	20,738 " "	
	Kristaroy D^o	1	389 3 6	3 14 3	
	Star Pagodas	13	350 " "	45 8 "	
	Sedashiva Pagodas	31	350 " "	108 8 "	
	Sheddikies	1	800 " "	8 " "	
	Saravanoore Pagodas	47	331 12 4	155 14 11	
	Surat Mohurs	3	1,400 " "	42 " "	
	Madras D^o	6¼	1,500 " "	93 12 "	
	½ D^o D^o	1	500 " "	5 " "	
	⅓ Saint Thome Pagoda	1	550 " "	5 8 "	
	Venetian	1	450 " "	4 8 "	
	Bengal Mohurs	¼	1,600 " "	4 " "	
	Kooyauths	1	1,700 " "	17 " "	
	Jemsherry Pagodas	9½	375 " "	35 10 "	
	Veeroy Fanams	335	25 " "	83 12 "	
	Elkerry D^o	90	20 " "	18 " "	21,368 15 2
Silver	Surat Rupees	10,585¾	100 " "	10,585 12 "	
	New Bombay Rupees	2,04,914¼	100 " "	2,04,914 ¼ "	
	New Madras D^o	8,471	100 " "	8,471 " "	
	Old Madras D^o	9,702¼	100 " "	9,702 4 "	
	New half D^o	2,960	50 " "	1,480 " "	
	New Quarter D^o	2,490	25 " "	622 8 "	
	Old Company's Rupees	6¾	100 " "	6 12 "	
	Company's Rupees of 1835/40	7,25,646	100 " "	7,25,646 " "	
	Ditto half D^o	47	50 " "	2 3 8 "	
	Ditto Quarter D^o	1,30,148	25 " "	32,537 " "	
	Ditto Two Anna pieces	48,218	12 8 "	6,026 14 "	
			Carried forward	10,00,015 14 "	21,368 15 2

Species	Coins	Number	Rate of Conversion per 100 pieces of Coins	Amount in Company's Rupees	Total
			Rupees a P	Rupees a P	Rupees a P
	Brought forward			100,013 14 "	21,368 15 2
Rajahs	Rupees	2	100 " "	2 " "	
Mysore	Ditto	36 3/4	200 1 6	36 12 5	
Arcot	Ditto	1	100 " "	1 " "	
Immony	Ditto	1 13/16	100 " "	1 13 "	
Goa	Rupees	1/4	98 10 9	1 3 2	
Bugal	Moorshadbad	13/2	100 " "	13 8 "	
	Farrakabad	70 1/2	100 " "	70 8 "	
Old Bombay	Rupees	1	100 " "	1 " "	
Pondicherry	Rupees	1/2	100 " "	1 8 "	
		43	100 4 5	43 1 7	
Nokorahs		1	200 " "	2 " "	
Dollars		18	200 " "	36 " "	
German	Crown	2	210 8 5	4 3 4	
Double	Rupees	1	200 " "	2 " "	
Shapory	Ditto	1	87 8 "	" 14 "	
Mallarshie	Ditto	1	90 " "	" 14 5	
Half	Pagoda pieces	1	175 " "	1 12 "	
Quarter	Ditto	1	87 8 "	" 14 "	
Madras	fanams	6	7 12 6	" 7 6	
Bittie	Ditto	1	18 2 11	" 2 11	
Two	Anna pieces	3,245	12 8 "	405 10 "	
One	Anna Ditto	980	6 4 "	61 4 "	1,00,705 13 3
Old	Pice	5,51,645 1/2	2 " "	11,032 14 5	
Half	Anna pieces	147,228	3 2 "	4,600 14 "	
Quarter	Ditto	1,62,179	1 9 "	25,332 7 9	
Four	pice pieces	260	2 1 4	5 6 8	
Two	pies Ditto	91	1 " 8	" 1 8 2	
Pies		7,64,987	" 8 4	3,984 4 11	44,956 14 11
	Total Company's Rupees				1,67,031 11 4

Silver

Copper

DESTROYED

/Signed/ R. D. Parker.
Acting Pt. Collector

To

To

J. Pycroft Esq.re

Secretary to the

Board of Revenue.

Fort St. George.

8

From the Ag. Pt. Collector of Canara

Sir,

I have the honor to report for the information of the Board, that I have this day received Charge of this District from Mr. E. P. Thompson, in conformity with my appointment as published in the Fort St. George Gazette under date the 4th Instant, and granted receipt in Duplicate for the Balance of Cash in the Treasury at Mangalore.—

Principal Collr.s Cutchery, Mangalore, 19th March 1845.

/Signed/ R. D. Parker
Ag. Pt. Collector

Resolved.—

Proceedings thereon.— Resolved that the foregoing
7-9 letters be submitted for the information of Govern=
=ment. It will be observed that Mr. Parker's letter
of the 19th Instant does not bear that Gentleman's
signature, but as the receipt granted by him for
the balance of Cash in the Treasury at Mangalore
is duly signed, the Board do not wish to delay
the transmission of the above papers to Government.
They will, when the letter above quoted is returned
from Government obtain his signature to it.—

10 From the Ag. Pt. Collr of Received letter Submitting
Canara.— an application from his asistant Mr. R. S.
Garratt requesting leave of absence for 8
Months to proceed to Europe on private
affairs under Section XII of the absentee Rules,
in addition to the leave already granted him for
10-11 2 Months under date the 18th Ultimo.—

Order thereon.— Ordered to be submitted thro'
the Channel of the Civil auditor for the
favorable consideration of Government.—

Read again letter from
the Collector of Malabar dated 1st and entered
in Consultation 24th Ultimo.—

Read also the following
Minute.— I

12 Minute of the 1st Member.— I regret that another
Stating that more information is required from the Collr of Malabar before recommending to Government that he may be allowed be to file an appeal at the public expense in a certain Suit and observing that this case affords an opportunity of bringing to the Notice of Government for their orders the Course pursued by Collrs generally in the attachment of real or personal property in the first instance for the recovery of arrears of Revenue payable under annual Settlements
case should have occurred in which I feel constrained
to differ from the opinion of the majority of the
Board.— The ground of objection in both cases is the
same namely, that a Collector is not authorized
to distrain personal property in the first
instance for arrears of Revenue payable under
annual settlements.— In one case the Collector
of Trichinopoly distrained cattle the alleged
property of a defaulter without shewing that
the Estate had been attached— and in the
present case the Crops of a defaulter were
attached by a Tahsildar in the District of
Malabar under Section XVII Regulation XXVIII of 1802.—

Before recommending to Govern=
=ment that the Collector of Malabar may be
allowed to file an appeal at the Public expense,
I think it is desirable to ask him whether the
land of the Defaulter was formally attached
before, or at the same time that the Crops growing
upon it were laid under distraint, and whether
the land was sold before the grain. If the Crops
only were distrained without the land, or the former
sold before the attachment of the latter.— It becomes
a question how far such procedure is borne out
by the Regulations, and whether the Board

Can

can recommend the appeal to be made. It seems to me therefore that more information is required — and particularly as I observe it has been usual for the Collector of Canara to transmit lists of the Estates he has proposed to sell for arrears of Revenue — requesting that the usual notice of sale may be published in the Board's Office and I cannot suppose that arrears of Revenue can be recovered in Malabar and Canara according to Regulation XXVII of Regulation XXVIII of 1802 at the option of the Collectors of these Districts. —

The Subordinate Court of Malabar has passed a Decree chiefly the ground that the Course laid down in the provisions of Regulation XXVII of 1802 has not been followed in the case now submitted by the Collector for appeal and has recorded the opinion that the Crops were not saleable. —

Proceedings of the Sudr Udalut dated 12th March 1829.

The Sudr Udalut have in declared the provisions of Regulation XXVII of 1802 to be applicable to the case of all parties who under settlements permanent or temporary pay revenue direct to the Collector, the order of the Sudr Court expressly having reference to proceedings in Malabar and on a consideration of this order it would seem that the present proceedings of the Collector are not borne out by Section XVII Regulation XXVIII

XXVIII of 1802 — Under these circumstances therefore it does not appear to me that the appeal can be made successfully. The question is I am aware one of considerable importance and whatever may be the course pursued by Collectors generally in the attachment of real or personal property in the first instance, for the recovery of arrears of Revenue payable under annual Settlements, The present case affords an opportunity of bringing the subject to the notice of Government for such orders as may be deemed expedient. —

/Signed/ G. D. Drury —

Ordered that the following address be submitted in consequence. —

To

The Chief Secretary to Government —

12-13.

To the Chief Secy. to Government —

Submitting a letter from the Collr. of Malabar forwarding Copy of a Decree passed against him in the Subordinate Court of Calicut on a Suit brought to recover the value of a Certain quantity of Paddy seized and sold under his orders on account of arrears of Revenue —

Sir,

Para 1. I am directed by the Board of Revenue to submit for the orders of the Most Noble the Governor in Council the accompanying † letter from the Collector of Malabar, forwarding Copy of a decree passed against him in the Subordinate Court of Calicut, and requesting permission to appeal to the higher Court enclosing also Draft of the appeal Petition which he proposes to file. —

2 It will be seen that the suit in

Revenue due by a defaulting Ryot Echoo Numbiar but stated by the Plaintiff Komashee Numbiar to be his property and recommending that the Coll.r may be allowed to carry on the Suit in appeal before the higher Court at the public expense also stating that the Senior Member of the Board does not concur in this recommendation and that he has recorded a Minute of dissent.—

in question was brought to recover the value of a certain quantity of Paddy seized and sold under orders of the 1st Defendant the Collector, on account of arrears of Revenue due by a defaulting Ryot Echoo Numbiar but stated by the Plaintiff Komashe Numbiar to be his property having been received by him in payment of former obligations from one Shangoo Nair, to whom the land on which the grain was raised had been assigned by the Defaulter Echoo Numbiar. It was held by the Subordinate Judge, that the produce of the land so leased or assigned was the property of the lessee Shangoo Nair, and might therefore be disposed of by that individual, and that it did not belong to the lessor Echoo Numbiar, and was not saleable for the arrears of Revenue due by him. He therefore found against the Collector for the value of the Paddy proved to have been seized, Viz.t Rupees 84-6- with Costs.—

3. Against this decree the Collector solicits permission to appeal. In his proposed appeal Petition he enters into details to shew, that the whole transaction between the Plaintiff Komashe Numbiar, the defaulter Echoo Numbiar, and his pretended lessee Shangoo Nair is collusive, and that the defaulter is the Anandravan or heir at law of the Plaintiff and Shangoo Nair the alleged tenant of Echoo Numbiar his tool and servant. He further brings to notice that the Crops in question had been actually attached upon the

the ground under Section XVII Regulation XXVIII 1802 for the arrears due by Echoo Numbiar but that in despite of the attachment they were carried away by the Plaintiff and others and that they were therefore reattached and sold, on the place in which they had been stored being discovered.—

The Board are of opinion that the

4. Collector has shewn good grounds for the proposed appeal his conduct having been fully borne out by Section XVII Regulation XXVIII 1802 under which, no claims to crops upon the lands of a defaulter, founded on previous sale, Mortgage or otherwise are allowed to bar the prior claim of the rent or revenue due from the ground on which such Crop may have been grown and under which property attached for balance of Revenue and forcibly or clandestinely removed is liable to reattachment wherever it may be found. They therefore beg to recommend that the Collector may be allowed to file the appeal Petition, the Draft of which has been submitted, and which seems sufficiently to meet all the points of the case and to carry on the appeal at the Public Expense.—

In conclusion I am instructed to add,

5 with reference to the order of Government quoted in the Margin, that the Senior Member of the Board does not concur in the foregoing recommendation and has recorded a Minute of dissent.—

15th November 1847

Revenue Board Office, Fort St. George 26th March 1845.

/Signed/ T. Pycroft
Secy.

Fort St. George 27th March 1845

At a Meeting Present

Thursday 27th March 1845

G. D. Drury Esqre Senior Member

A. Maclean Esqre Acting Second Member

and

J. Goldingham Esqre Adjt. Third Member

Minutes of the last meeting read and approved.—

(14)

Read the following Extract.—

From the Chief Sec. to Govt. sanctioning certain Statements of charges, calling for information on some Items of Charges and conveying orders on certain others.—

Extract from the Minutes of Consultation Under date the 10th March 1845.—

1. The following Lists of Statements of Ordinary Charges incurred in the Provinces submitted by the Board of Revenue under date the 18th January last, is ordered to be recorded.—

(Here enter List No. 80)

2. The Most Noble the Governor in Council sanctions the actual Charges of Fasles 1252-and 1253, and the estimated disbursements for fasly 1254, amounting in the aggregate to Rupees (1,80,258—5—11) One Lac Eighty thousand two hundred and fifty eight, annas five and Pice eleven being exclusive of the undermentioned sums.—

Actual Rupees	1,72,518—5—11	
Estimated —"—	7,740—"—"—	
Total Rupees	1,80,251—5—11	

Vizagapatam.

Statement No. 3073. Item 1, Rs. 4—"—"— Hire of boxes for keeping Treasure. Further explanation of this Charge required by

Fort St. George 27th March 1845.—

by the Board.—

Guntoor Statement No. 2882. Item 12 Rs. 9.2-15-1. Extra Establishment is included in the General Statement of Establishment.—

Statement No. 2854 Item 4 Rs. 36-8-"— Carriage of Cotton Seed already sanctioned.

Cuddapah Statement No. 3143. Item 5 Rs. 1,944-"-2. Extra Establishment Included in the General Statement of Establishment.—

Chinglepat.— Statement No. 3028. Items 1 and 2 Rs. 170—"— Rewards paid for apprehending Gang Robbers. The Magistrate required to submit an account Particular of these charges, shewing the number of parties apprehended.—

Statement 3028. Item 4 Rs. 69—"—"— Extra Establishment included in the General Statement of Establishment.—

Salem— 1— 3124. Item 5— Rs. 859-11-4 } 10—"— 3,737-8-1 } Extra Establishment— Do.— Do.

11—"— 1—"—"— Law Charges— Authority under which this was incurred, required.—

12—"— 96—"—"— Extra Establishment— Included in the General Statement of Establishment.—

2— 3124. Item 5— Rs.—"—"— Rewards paid for apprehending Robbers— The Magistrate required to submit an account Particulars of this Charge.—

Madura— 3413. Item 61— Rs. 21-4-1— Paid to a Sepoy at Paumben— Transferred to the Department of Public works for disposal.—

3. With reference to Item 11 of the Statement No. 3,030 from the Collector of Chinglepat.

His

Fort St. George 27th March 1845.—

His Lordship in Council desires to be informed whether the sum of Rupees 37,715–14–3 paid from the Public Treasury on account of "Pagoda and Mosque allowances" is the amount originally fixed in commutation of the "Merah allowances" to the Religious Establishments of that District,—and if so, the Board will explain the necessity of submitting these disbursements for the sanction of Government, a course which does not appear to have been hitherto followed in the other Districts where similar disbursements are made.—

*Vide account Particular No. 13.—

Statement No. 3175. 4. It is observed from the account Particulars of Charges incurred without Estimate in the Magistrate and Agents Departments in Vizagapatam, that repairs to the Moonsiffs Court house and to the Police Choultry have been included under the head of "Sadarwared"—This is irregular, and his Lordship in Council desires that such Charges, as well as those noted in the Margin be in future submitted thro' the Court of Sudr and Foujdaree Udalut for the Sanction of Government.—

Wages to additl. Peons in attendance on the Prisoners—Batta to the Prisoners—Rewards paid for the apprehension of parties concerned in Robberies.—

Statement No. 3486 Item 1. 5. In respect to the estimated Charges of Rupees 4,850 for the Elephant Hunt in Coimbatore for fusly 1254, which is stated to have been framed with reference to average of actual Charges of Fusslies 1248, 50 and 53. His Lordship in Council observes that the average Charge

Fort St. George 27th March 1845.—

Charge amounts to only Rupees 3203—the actual disbursement for the Current Fusly, will it is therefore hoped be restricted to this sum.—

Statement No. 3031– 6 Item 10– Dr. No. 3125. Dr. 1. In the Statement submitted by the Principal Collector of Salem of the sums advanced on account of Charges of Collection of sequestered Zemindaries in Fusly 1253. it is not shewn, as in Chingleput, what amount has been recovered the Government direct that this omission may now be supplied, and the information furnished in future Statements.—

7. With reference to the remarks of the Collector of Chingleput—on Item 1 of Statement No. 3,030 His Lordship in Council desires to be informed of the reasons which induced the Board of Revenue to direct the situation of Salt measurers at Covelong to be abolished, and the payment of hire for that duty to be substituted.—

Garces. Rs. 1850. 27–5–8 at 8 fanams per Garce 430—4—at Rs 17–1 6/10 per 10 Garce being a difference of Rs 2–7–—per 10 Garce—

8. The Board will also call upon the Collectar to explain the great difference in the rates of hire paid, as noted in the Margin for heaping and covering Salt on the Beach at Covelong.—

To the President and Members of the Board of Revenue.

(A true Extract) (Signed) J. F. Thomas Chief Secretary.

Ordered that the following letter be sent in Consequence.—

To

3900 - Fort St. George 27th March 1845 -

(15)

To The Principal Collector of
Coimbatore

To the Pl. Coll.r of Coimbatore

Sir,

In Cons.s 13th Jan.y

I am directed by the Board of Revenue to return the Statement submitted by you under date the 5th December last and to request your attention to the orders of Government contained in the accompanying Extract from the Minutes of Consultation dated 10th Instant. —

Para 5.

Revenue Board Office
Fort St. George,
27th March 1845.

/Signed/ T. Pycroft
Secretary

(14-16)

To the Sub Collector in Charge of
Salem -

To the Collector in Charge of Salem

Sir,

In communicating to you the Sanction of Government for the sum of Rupees 1488-11-8 — advanced in your District on account of Charges Collections of Sequestered Zemindaries in Fasly 1253 as per Statement submitted by your predecessor under date 26th October last, I am directed by the Board of Revenue to transmit for your information and guidance the accompanying Extract from the Minutes of Consultation dated 10th Instant and to request you will attend to the orders of Government therein conveyed. —

In Cons.s 13th Jan.y 1845.

Para 6.

2. You will be pleased to furnish the Statement called for by Government of the Amount recovered on account of advances for Charged collections of Sequestered Zemindaries for the past Fasly 1253. —

Revenue Board Office,
Fort St. George,
27th March 1845.

/Signed/ T. Pycroft
Secretary

Read

3901 - Fort St. George 27th March 1845 -

(17)

From the Chief Secr.t to Govt.

Read the following Extracts -

Extract from the Minutes of Consultation under date the 13th March 1845 -

Read again Letter from the Acting Secretary to the Board of Revenue dated 4th November and recorded in Consultation 17th December 1844 -

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

Submitting with reference to the Extract from the Minutes of Consultation dated 18th December last a letter from the Collector of North Arcot explanatory of the manner in which Appengengar became possessed of certain Enam land and the circumstances under which he transferred it to his Son-in-law Rungacharloo the present holder -

(Here enter 17th Feb.y 1845 No 117.)

Under the explanation furnished by the Collector of North Arcot in his letter dated 29th January last, and agreeably to the recommendation of the Board of Revenue conveyed in para 4 of their Acting Secretary's letter dated 4th November 1844, the Most Noble the Governor in Council grants authority to the Collector of North Arcot to collect the usual Sodie of 1 — 10 on the Enam of 56 Coontahs belonging to Runga Charloo to withdraw the demand for additional

additional teerwah on £ 9 and to write off the balance of Rupees Three exhibited in his Summahbundy for Fusly 1252 on this account.

/A true Extract/
/Signed/ J. F. Thomas
Chief Secretary.

To,
The President and
Members of the
Board of Revenue.

Resolution thereon. Resolved that a copy of the foregoing Extract from the Minutes of Consultation be transmitted for the information and guidance of the Acting Collector of North Arcot with reference to the correspondence noted in the Margin.

17-18

To Coll: 6th Inst. 1845
From do: 29th Ult.

Extract from the Minutes of Consultation under date the 18th March 1845.

From the Chief Sect: to Govt

19

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

/Here enter 24th Feb: 45 No 40/

The Most Noble the Governor in Council authorizes the Collector of Salem to make over for the use of the Pagoda of Kistnaporam, the piece of land selected by the Community in exchange for the spot submerged by the Tank of that Village.

Subject

subject to the payment of a Jodigy of Rs 10-14-

/A true Extract/
/Signed/ J. F. Thomas
Chief Secretary.

To,
The President & Members
of the
Board of Revenue.

Resolution thereon. Resolved that a copy of the foregoing Extract from the Minutes of Consultation, and of the Board's letter to which it relates be transmitted for the information and guidance for the Sub Collector in charge of Salem, with reference to the letters noted in the Margin.

19-20

From Dpt Coll: 15th Inst in Cons: 3d Feby 1845
From Sub Coll: 11th in Cons: 24th Ult.

Extract from the Minutes of Consultation under date the 18th March 1845.

21

From the Chief Sect: to Govt

Requesting the Board to report whether a Spot of Ground suited for the purpose of Coal Depot for the P&O: S. Company can be allotted North of the Black Town Wall and upon what terms.

Read the following letter.

To,
The Chief Secretary to
Government.

Sir

I have the honor to acquaint you that when the persons under my employ were making their usual rounds early this morning throughout the Coal Godowns engaged for the use of the Peninsular and Oriental Steam Navigation Company smoke was found issuing from one of the Godowns in the Second line Beach. prompt measures were resorted

resorted to; and with the aid of Fire Engines from the Arsenal and Commissariat, that part of the Godown indicating the ejection of smoke is now so far cleared as to remove all apprehension of a serious result.

As the P. & O. S. N. Company must have a large supply of Coal at this port; and taking into consideration the liability of accidents through spontaneous ignition of Coal within the walls of Black Town; especially as the Steam Company cannot command any large and detached piece of Ground for that purpose, I beg most respectfully to solicit the sanction of Government to the allotment of a piece of Ground South of the Black Town Wall, at such a rate of hire as his Lordship may deem fit where, and when by due care in the construction of a enclosed space for the stowage of Coal; and under vigilant superintendence the danger arising from those liabilities to which that species of Fuel is exposed may be averted.

(Signed) Christr Biden
Agent P. & O. S. N. Co.

Resolved that the Military Board be requested to report in communication with the

the Revenue Board, whether a spot of Ground suited for the purpose of a Coal Depôt for the P. & O. S. N. Company, can be allotted North of the Black Town Wall, and upon what terms.

(Signed) J. T. Thomas
Chief Secretary.

Resolution thereon. (21-22)

Resolved that a copy of the foregoing order of Government and of the Letter to which it refers be transmitted to the Collector of Madras, who will be pleased to place himself in communication with the Military Board, for the purpose of ascertaining whether a spot of Ground North of the Black Town Wall suited for a Coal Depôt can be granted for the use of the Peninsular and Oriental Steam Navigation Company, and upon what terms. Mr Hudleston will report to the Board the result of the enquiry for the information and orders of Government.

From the Chief Secy. to Govt. (23)

Extract from the Minutes of Consultation under date the 20th March 1845.

Read again letter from the Officiating Secretary to the Board of Revenue dated 10th and recorded in Diary to Consultation 25th February 1845. No. 2464.

Read also the following letter from the Civil Auditor.

With reference to the Order of Government dated the

Fort St. George, 27th March, 1845.

the 22nd ultimo No. 245 States that as Mr. R. R. Cotton is subjected to the expense of keeping up tents which he would not incur as a Register, it appears to him that his claim to fixed tent allowance is entitled to the favorable consideration of Government but as that he is not entitled to deputation allowance inasmuch as the special salary of which he is in receipt, exceeds that of the situation in which he is acting -

(Here enter 8th March 1845 No. 218.)

Under the circumstances adverted to in para 2 of the Board's letter, the Most Noble the Governor in Council authorizes the Civil Auditor to pass to Mr. Cotton, Acting Head Assistant to the Collector of Chingleput, the fixed Tent allowance payable to a Head Assistant from the date on which he assumed his duties in the Revenue Department -

/ True Extract /

/ Signed / J. J. Thomas
Chief Secretary -

To,
The President and
Members of the
Board of Revenues.

(23-24)

Resolution thereon. Resolved that a copy of the foregoing Extract from the Minutes of Consultation and of the Board's letter to which it relates be transmitted for the information and guidance of the Collector of Chingleput with reference to his letter dated 27th January last -

Extract

Fort St. George, 27th March, 1845.

(25)

From the Chief Secy to Govt

Communicating a letter from the Advocate General offering his opinion on a question of Salvage referred to him of some wrecked property and on the course to be pursued by the Salvor -

Extract from the Minutes of Consultation under date 22nd March 1845 -

Read the following letter -

To,
The Secretary to Government
in the Marine Department -

Sir,

I have the honor to acknowledge the receipt of an Extract from Minutes of Consultation No. 85 dated 13th Instant, together with the enclosures therein referred to, and herewith returned, and desiring my opinion as to the course to be pursued respecting the salvage made by Mr. Robinson, a Gentleman in the service of Government, of some wrecked property -

Mr. Robinson, as Salver is entitled to detain the property saved until his claims for salvage are satisfied. If no parties appear (who in the present instance it is likely are the Underwriters) willing to pay the salvage and competent to give a discharge to Mr. Robinson, it will be necessary for him to take proceedings in the nearest or most convenient Vice-Admiralty Court, where the property and its proceeds will be regularly secured and dealt with on application of all concerned, and the salvage

adjusted

adjusted. Whether with a view to adjustment by private agreement with those concerned, or thro the medium of proceedings in a Vice Admiralty Court; it appears to me that the advice from Messrs. Forbes and Co. is good to dispatch the Cargo to Bombay. It does not appear to me that the Committee at Lloyds, or their Agents, are so competent, or would take upon themselves, to dispose of the Cargo, or to adjust the salvage claims. but the communication made to that Establishment will no doubt lead to an early and satisfactory course of proceedings by the Underwriters, or others, who are concerned in the Vessel and Cargo. As Messrs. Forbes and Co. act as agents for these parties, it appears to me that Mr. Robinson will act prudently in appointing his own Agents at Bombay so with a view to the protection of his own interests in communication with that house, or with the parties so concerned; and for taking proceedings if necessary in the Vice Admiralty Court there. Such Agents of Mr. Robinson would hold the property on his account until his claims are satisfied and a proper discharge given, or a disposal made under the orders

of

of the Court.

Fort St. George,
18th March 1845.

[Signed] Geo. Norton
Advocate General.

With 3 Original Enclosures.

Ordered to be communicated for the information of the Board of Revenue with reference to their Secretary's letter of the 17th Ultimo No. 708.

[Signed] J. F. Thomas
Chief Secretary to Govt.

Read the following Letter.

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

(26)

From the Actg. Pr. Coll. of Canara

Sir,

With reference to my letter of the 4th Ultimo, regarding the disposal of the Cargo saved by my Assistant, Mr. Robinson from the wreck of the Ceylon, I have the honor to state that it is very desirable that speedy instructions should be given in the case, for whether the property, now estimated at 90,000 Rupees is sold at Mangalore or sent elsewhere for sale it will require considerable time to make the necessary preparations and in the Month of May all communication with the ports in this district by Sea is closed.

Princ. Coll's Cutcherry, On Circuit,
Coonta 17th March 1845.

[Signed] C. P. Thompson
Actg. Pr. Collector

Ordered

Ordered that the following letter be sent in reply-

(25.27)

To The Acting Principal Collector of Canara.

To the A. P. Coll.r of Canara - - - } Sir,

Referring to Mr. Acting Principal Collector Thompson's letters of 17th January 6th February and 17th March 1845 I am directed by the Board of Revenue to forward for your information the accompanying order of Government (No. 95) dated 22nd March 1845 forwarding copy of a letter from the Advocate General in respect to the course to be pursued with regard to the Cargo saved from the wreck of the Ceylon-

Revenue Board Office. Fort St. George. - - - 27th March 1845 - - - } (Signed) J. Pycroft Secretary-

(28)

From the Chief Sec.t to Govt. Directing that the Acting Collector of Ganjam be called upon to report upon the extent of the security offered by the Zemindar of Chegutty for the discharge of the arrears outstanding against this Estate -

Read the following Extract-

Extract from the Minutes of Consultation under date the 25th March 1845-

Read the following letter from the Officiating Secretary to the Board of Revenue

Submitting a letter from the Acting Agent to Government in Ganjam reporting on the present condition of the Chegutty Zemindary in that District and recommending for sanction certain arrangements proposed by him respecting it-

(Here enter 13th February 1845 No 103)

Para 1. The arrears of Public revenue at

at the close of Fusly 1253 against the Chegutty Zemindary in the District of Ganjam amounted to Rupees 88,241-1-7. Of this sum Rupees 20,150-5-9 are on account of interest alone, which is now recommended to be remitted. The Zemindar it is stated engages to pay the principal Rupees 67,590-11-10 by instalments viz.t Rupees 25,000 immediately including Rupees 10,000 already paid in this year and credited to interest, and the remainder by annual sums of 12,000 Rupees in addition to the current peishcush, the Government retaining meanwhile a Peishcar at Chegutty at the expense of the Zemindar to guard against abuse-

2. Viewing the results of similar arrangements to the Most Noble the Governor in Council much doubts whether the expectations held out by the Proprietor of this Estate will be realized, but if the Acting Agent can assure him, that the Zemindar can fulfil his engagements and that good security is forthcoming, he is of opinion that the arrangement is desirable and should be carried out-

3. His Lordship in Council sees no necessity for burthening the resources of the Zemindary with the charge for a Peishcar on behalf of Government-

Government, and thinks that the demand for interest should continue in account for contingent remission dependent on the Zemindar fulfilling his engagements.

The Board of Revenue will call upon the Acting Collector to report upon the extent of the security offered by the Zemindar and of its sufficiency, and submit the same to Government.

(True Extract)

(Signed) J. J. Thomas
Chief Secretary.

28-29

Resolution thereon. Resolved that a copy of the foregoing Extract from the Minutes of Consultation and of the Board's letter to which it relates be transmitted for the information and guidance of the Acting Agent to Government in Ganjam with reference to his letter dated 28th December last No 1145.

Mr. Smollett will be pleased to furnish the information called for in Para 2 and to report upon the extent of the security offered by the Zemindar and its sufficiency. He will also dispense with the services of the Peishcar referred to in Para 3.

Read

Read the following resolutions.

Extract from the Minutes of Consultation dated 24th March 1845.

(From B. 3d March)

30

From the Chief Secr. to Govt. The Most Noble the Governor in Council sanctions the cost and charges of the Coir shipped from Canara for Bengal, amounting to Rupees (6701-3-1) Six Thousand Seven hundred and Sixty one Annas three and Pice one.

(Signed) J. J. Thomas
Chief Secretary.

30-31

Order thereon. Ordered to be communicated for the information and guidance of the Acting Principal Collector of Canara with reference to Mr. Thompson's letter of the 15th February last No 10.

Extract from the Minutes of Consultation dated 24th March 1845.

(From B. 6th March)

32

From the Chief Secr. to Govt. The Most Noble the Governor in Council grants authority for writing off the wastage of Salt in Tuely 1253 amounting to Garces 1910-17-6 14/16 and sanctions the charge of Rupees (2-12-10) Two annas twelve and Pice ten, incurred in Tallore for Carriage hire.

(Signed) J. J. Thomas
Chief Secretary

Ordered

Ordered that the following Circular and Letter be sent in consequence-

(31)

To the Acting Collector in the Zillah of Ganjam.

Sir.

To the Actg Coll.r in the Zillah of Ganjam —

With reference to your letter of the 7th September 1844 I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to grant authority for writing off the wastage of Salt which occurred in your district in Fasly 1253, amounting to Garce 13—207—3-

Date	Amount of Wastage G.	M.	M.	S.
The same to Vizagapatam 8th in Cons: 19th Augt 1844	25	53	7	"
Pyatmundy 7th in Cons: 15th Augt "	92	362	5	1/2
Masulipatam 17th Dec.r 1844 in Cons: 2d June 1845	239	200	1	"
Guntoor 24th in Cons: 29th Augt 1844	191	53	"	"
Chingleput 11th in Cons: 15th Sept.r Do:	461	241	"	"
Madura 26th July in Cons: 1st Augt Do:	25	296	"	"
S.r Dist.t of Arcot 19th in Cons: 30th Sept.r Do:	256	32	"	"
	14	300	"	"
	270	332	"	"
Tanjore 11th July in Cons: 14th Nov.r Do:	49	85	"	"
Tinnevelly 7th in Cons: 14th Nov.r Do:	4	354	"	"
Canara 19th Nov.r in Cons: 2d Dec.r Do:	170	76	1	1/8
	19	142	"	"
	219	218	1	1/8
Malabar 19th in Cons: 28th Oct.r Do:	14	357	1	"
Madras 9th in Cons: 14th Oct.r Do:	64	129	1	1/8

From Govt. 24th in Cons: 27th March 1845 No 377

Revenue Board Office Fort St. George 27th March 1845

Signed J. Pycroft Secretary

To

To The Collector of Nellore -

(32-34)

To the Collector of Nellore —

Sir.

With reference to your letter of the 6th November last, I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to grant authority for writing off the wastage of Salt which occurred in the Nellore district in Fasly 1253 amounting to Garce Measls. Ms. S. 246. 326 — 5 — 1/8, sanction has also been granted by Government for the sum of Rupees 2—12—10 being the cost of the conveyance of the Salt lost by wastage to the Beach —

Revenue Board Office Fort St. George, — 27th March 1845 — —

I signed J. Pycroft Secretary -

Read the following resolution -

From the Chief Secy to Govt. — (35)

Extract from the Minutes of Consultation dated 25th March 1845.

(From B. 17th March)

The Most Noble the Governor in Council, grants authority for the defence in the first instance at the public expense, of the suit No. 150 of 1844 instituted in the Subordenate Court by Arryadu and Vasoodavadu against the

the late Principal Collector of Salem, but will determine when a copy of the decree is laid before him, whether the costs shall be borne by the Government.—

/Signed J. F. Bishop
Chief Secretary.

35-36

Resolution thereon— Resolved that a copy of the foregoing order of Government and of the Board's letter to which it relates be transmitted for the information and guidance of the Sub Collector in charge of Salem, with reference to the letters noted in the Margin.—

Read the following letters—

37

From the Asst Agent in Ganjam

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

Sir,

Amongst the Revenue Balances outstanding on Zemindars in this District there is a sum duly exhibited in the Statements forwarded monthly from this Office of Rupees 50122-11-6, said to be owing by the Goomsoor Zemindar.—

The items which compose this are Rs. 48609-1-5 the Balance of Peishcush of Fusly 1241 & Rs 1573-10-1 the expence of Establishment employed on the Sequestration of Goomsoor during Fuslies 1240 & 1241.— These sums are of course quite

quite desperate, the Zemindary having been declared forfeited to Government, and having been taken possession of since Fusly 1246. The members of the family who remain are dependant on the Bounty of Government for their maintenance. I request permission may be obtained from Government for writing off this Balance to profit and loss.—

Ganjam District, Agents Circuit Cutchery. Nowgaum 24th February 1845.

/Signed P. B. Smallett
Acting Agent.

37-38

Proceedings thereon—

From Govt. 9th Septr. 1836 Para 3.

The Zemindary of Goomsar having been declared forfeited to Government in 1836 and taken possession of since that time, the Board recommend that sanction may be granted for writing off the sum of Rupees 50122-11-6 outstanding against it in the accounts of the Ganjam District.—

Balance of Peishcush for Fusly 1241 ... Rs 48609-1-5
Expense of Establishment employed on sequestration in 1240 and 1241 ... 1573-10-1
Total — 50122-11-6

39

From the Asst Collr of Ganjam — Requesting sanction for Pensions of Poorsuparam Gazapatty Narrain Das & Purlakemedy Pal

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

Sir,

The Civil Auditor having as shewn in an Extract from the Re-audit of the accounts of this District for Fusly 1252 Leverets annexed

Letter from the Secretary to the Board of Revenue to the Chief Secretary to Govt. dated 30th January 1826.
Do. from the Secy. to Govt. to the President and Members of the Board of Revenue dated 10th February 1820.
Do. from the Collr. of Ganjam to the Board of Revenue dated 19th January 1820.
Do. from the Board to the Collr. of Ganjam dated 24th July 1820 with its accompaniments.

annexed, required the sanction of Government for Payment of Pensions to certain Parties in this District, I am under the necessity of bringing the same to the notice of the Board of Revenue.—

2. From the correspondence noted in the Margin it will be seen that out of the allowances assigned to the late Chacravarty Narrain Deo of Purlakemedy and Veerarama Bunj of Gomsoor a sum amounting in the aggregate to Rupees 125 a Month, was with the approval of Government conferred on Cooctna Chendra Deo at Rupees 60, Bieka Bunj at Rupees 25, Madadoo and Bunj at Rupees 20, and Maun Sing Sants and Cheekoody Bunj at Rupees 10 each. these being relatives of the aforesaid individuals.—

3. These five Persons died in the years 1819. 1820. 1821. and 1835; and the allowances were continued to Prataparoodra Gazapatty Narain Deo son of Cooctna chendra Deo, Ramachendra Bunj son of Madadoodana Bunj Gooredara Bunj son of Bieka Bunj Lutchmana Bunj son of Cheecoi Bunj and Ragoonada Maunsing grand son of Maunsing Sants by Mr. Cazalet and other Collectors. They have been passed heretofore without objection.—

4. Under the explanation I request you will obtain

obtain the sanction of Government for the disbursement in question. Perhaps it may be considered that each lapse should have been reported at the time. but the Pensions were ever regarded as Hereditary and enquiries were made, and the necessity of continuing each item was ascertained, before payment was made.—

Ganjam District,
Coll's Circuit Cutchery,
1845.

(Signed) P. B. Smollett
Acting Collector and Agent.

Extracts from the Extracts from the Readit of the accounts of the Collector of Ganjam from 12th July 1242 to 11th July 1843 or for Fusly 1252.

Number	Charges objected to—		Remarks of the Civil Auditor
	Compensation in lieu of resumed Lands. Offices and Privileges.		
24	Pension paid to Poorsahot = tama Dos in Fusly 1252	550 " "	Nos 24 to 31 The renewal of the sanction of Government is necessary for the continuance of the Pension in the name of the incumbent according to the Shara which they are entitled to.
25	Paid to Ramachendra Bunj in Fusly 1252	220 " "	
26	Paid to Geredara Bunj in Do.	275 " "	
27	" to Ragoonadamam Sing in Do.	110 " "	
28	" to Lutchmanah Bunj in Do.	110 " "	
29	" to Lagabuntho Bunj in Do.	550 " "	
30	" to Pindeka Bodajanah in Do.	88 " "	
31	" to Lunbodra Bunj	55 " "	
32	Paid to Laggunaut Narrain Deo Broondanah Chendra Deo Panda Charara Deo and Prataparoodra Gazapatty Narrain Deo as per sanction of Government dated 10th February 1820	320 " "	No 32 The Name of the Pensioners with the exception of that of Randa Chendra Deo the annual amount of the Pension enjoyed by the

(A true Extract)
(Signed) P. B. Smollett
Acting Collector

Ordered

Ordered that the foregoing letter be submitted with the following address.—

To The Chief Secretary to Government.

39.40

To the Chief Secy. to Govt. Submitting a letter from the Bd. of Rev. forwarding and recommending that special sanction may be granted for the continuance of the pension enjoyed by certain members of the family of the former Zemindars of Jeemsoor & Purlah Kimedy now in the names of the persons to whom they are now paid as the immediate descendants of the deceased Pensioners.

Sir,

1 I am directed by the Board of Revenue to request that you will submit for the orders of the Most Noble the Governor in Council the accompanying letter from the Acting Collector of Ganjam requesting sanction for the continuance of the payment of certain pensions in his District objected to by the Civil Auditor.—

2 It will be seen that certain members of the family of the former Zemindars of Jeemsoor and Purlah Kimedy were in the receipt of Pensions from Government and that on their respective demises which occured in 1819-1820-1821 and 1835 their pensions were continued to their relatives by the Officers who were at the time in charge of the District, without special authority on the ground that these pensions were considered to be hereditary.

3 The Memo entered in the Margin shews the authority under which the pensions were paid to the late Incumbents and the names of the persons to whom they are

Date of authority.	Names of the late Incumbents	Amount formerly granted	Names of present Incumbents and relationship to last Incumbents.
Letter from Collr. of Ganjam dated 29th May 1820 Letter from Bd. of Rev. dated 13th July 1820	Bika Bunjo	Rs. 25	Goureeah a Bunjo son of last Incumbent.
	Mahorsoodra Bunjo	20	Ramachendra Bunjo son of Do.
	Maunsing Sants	10.	Rajonah a Maunsing grandson of Do.
	Chaikardee Bunjo	10.	Lutchmana Bunjo Son of Do.
	Gonalnachendra Deo	60.	Bartafarmaroo Gajapatty Narain Deo

are now paid — Considering that the latter are the immediate descendants of the deceased Pensioners — and that they have long been in the enjoyment of these pensions the Board recommend that special sanction may be granted for their continuance in their names, with the express proviso that on the occurrence of casualties among them, the circumstance be reported for the orders of Government.—

Revenue Board Office, Fort St. George, 27th March 1845.

(Signed) T. Pycroft
Secretary.

Read the following letter.—

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

41

From Acting Collr. of Rajahmundry, Para 1. Stating in reply to Board's letter of 20th ultimo that it is not considered justified to request the sanction for the advances therein proposed for Constructing new wells in Mogultoor Taluk and submitting explanations regarding the Punjah Lands therein referred to.—

Sir.

I have the Honor to acknowledge your letter of 20th February in reply to mine of 20th January on the subject of advances proposed to be given for the purpose of constructing and repairing wells for irrigation.—

2 Being at Mogultoor at the time of receiving your letter under notice I was able to make more particular enquiry regarding the intentions of the Ryots who applied for the advances and find now what I did not understand at the time of my writing formerly that the

Lands

Fort St George 27th March 1845.

land assessed at 1075 Rupees which is mentioned in the 3d Para of my former letter is not expected to be converted into Wet or Garden land by the matter of the proposed wells but that the Ryots anticipate so much profit from the other land assessed at Rupees 810-3-- mentioned in the same para which is to be benefited by the said 43 new wells that they shall be able to take up in the succeeding years amaracum the additional dry grain cultivation of the land already quoted as taxed at Rs 1075-- -- For this there can be no good security and consequently it appears to me that for the reasons given in the succeeding paragraphs of my same former letter I should not be justified in proposing to the Board to procure sanction for the advances asked for. —

3. With regard to the observations contained in your letter under reply concerning the demand to be made upon Poonjah lands converted into Nunjah or Totaeal by means of wells dug at the expense of the Ryots. I beg to observe that the destinctions of land into Nunjah Poonjah &c. is not known in this District Every Village is supposed to be assessed and particular lands bear

Fort St George 27th March 1845.

bear particular proportions of the whole Village assessment according to Custom or according to occasional modifications made by a Village punchayet with reference to their advantages and such assessment remains unaltered upon that land, it is cultivated with dry grain or paddy or sugar cane and such other produce as in other places is called "Garden produce." There being but few works of irregation in Rajahmundry it was natural that such distinctions as those alone cited which imply a difference of Demand upon land with reference to the outlay or otherwise of Capital upon tanks and channels should not heretofore have obtained. —

Rajahmundry District } Signed C. J. Bird
Veeravasaram, 4th March 1845 } Acting Collector

Ordered that the foregoing letter and the previous correspondence on the subject be submitted with the following address. —

To, The Chief Secretary to Government —

I am directed by the Board of Revenue to request that you will lay before the Most Noble the Governor in Council the accompanying correspondence with the Acting Collector of Rajahmundry on the subject of advances being made to

41-42

To the Chief Secy to Govt
Submitting Correspondence with the Actg Collr of Rajahmundry on the subject of advances being made to Ryots in the Govt Estates of that District in the Fasm.

Lr to Bd 15 July 1844
from Actg Collr of Rajahmundry
Lr to Bd 20 Feby 1845
from Actg Collr of Rajahmundry
Lr from Bd 27 March 1845
Mandt —

Succavies to assist them in the construction and repair of wells for the purposes of irrigation & stating that as the Board do not Consider that it could be made with prospect of results mutually beneficial to the Ryots and the state in that District they are not prepared to recommend it. In Cons 26 March 1844.

to Ryots on the Government Estates of that District, in the form of Succavies to assist them in the construction and repair of Wells for the purposes of irrigation.—

2. With a view to carry into effect the wishes of the Honorable the Court of Directors conveyed in a General Letter which accompanied an Extract from the Minutes of Consultation dated 19th March 1844, and in conformity with the resolutions of Government recorded thereon, the Acting Collector was requested to submit his sentiments on the expediency of the measure and the terms and conditions upon which such advances should be made to parties willing to avail themselves of the pecuniary assistance contemplated - In his reply dated 20th January last Mr Bird stated that "very few of the Villages alluded to in Mr. Smith's letter noted aside are now willing to take Succavie to sink Wells" and that there are at present applications from only Eleven Villages for assistance of the description proposed of which 3 are in Mogultoor 5 in Nagaream and 3 in Amalapoor" Of these the advance required by the former amounted to

12th Augt 1844 In Cons 2d Septr

to Rupees 1630 which was to be repaid in two equal instalments within two years and was calculated to benefit land assessed in the aggregate at Rupees 1885 per annum. These terms the acting Collector considered worthy of acceptance and recommended them accordingly, due security being tendered for the refund of the outlay, and the prospect of advantage from the additional extent of cultivation being first accurately ascertained.—

3. The prospective advantage likely to accrue from the applications made by the Villages in the Nagaream and Amalapoor Taloks not holding out adequate benefits were rejected by the Acting Collector, whose objection was further grounded on the possibility of the waters of the Godavery being eventually made available for the purpose of rendering these Taloks "quite independent of the imperfect and uncertain sources of irrigation as are here proposed."

From this communication the Board were led to presume that a portion of the land particularized as likely to be benefited by the advance in Mogultoor consisted of Poonjah, and as the

4. general

general question with regard to the terms upon which Ryots shall hereafter be permitted to cultivate this description of land with the aid of water obtained from wells sunk at their own Cost, is still under the consideration of Government, they refrained from submitting the acting Collector's recommendation for an advance, pending the final settlement of the question.

5. With regard to these observations the Acting Collector remarked, that in the District of Rajahmundry the ordinary distinctions of land into Nunjah, Poonjah &c. did not exist, the particular lands of each Village being assessed with reference to the Total Beriz of the Village itself, in which they are situated, and which tho liable to slight occasional modification remains the permanent Government demand irrespective of the nature of the produce grown whether dry grain, Paddy, Sugar Cane or other garden produce. Mr Bird added moreover that from the subsequent enquiries he had made into the intentions of the Ryots of Mogultoor who had applied for

for an advance of 1,650 Rupees to be laid out on 43 new wells he had come to the conclusion that no good or sufficient security could be offered for an adequate extention of cultivation and therefore withdrew his previously expressed recommendation on their behalf.

6. As the matter at present stands the Board do not consider that the pecuniary advances in the form, and for the object contemplated by the Honorable Court and Government could be disbursed with prospects of results mutually beneficial to the Ryot and the state in the District of Rajahmundry, and they therefore are not prepared to recommend that any should be made

made in that District — —

In the event however of any bona fide applications being brought to their notice hereafter by the local authorities which may be deemed worthy of encouragement and acceptance they will again address Government on the subject. —

Revenue Board's Office,
Fort St George, — —
27th March 1845 — —

} (Signed) J Pycroft
Secretary.

Read

Read the following Letter

To J. Pycroft Esqre

Officiating Secretary to the
Board of Revenue
Fort St George

(43)

From the Collector of Masulipatam } Sir,

Recommending that Vellunky Venkata Narsimha row and Venkata Gopaul row Zemindars of Innagadapah may be put in possession of their Estate on the conditions stated without proceeding to a Subdivision.

I have the honor to forward copy and Translation of an Arzee presented to me by Vellunky Venkata Narsimha row and Venkata Gopaul row Zemindars of Innagadapah Mootah part of the Zummulvoy and Madoor Ghautt in this District soliciting that the Estate may be put in their possession without proceeding to a Sub Division thereof upon condition of their paying the arrears of Peishcush due up to Fusly 1253 A.D. 1843/44. by instalments.

2. The correspondence noted in the Margin, will shew that this Estate is held in the Joint names of the Petitioners in separate portions as originally agreed upon by the former Proprietors.

To the Board 8th January 1830
From Do — 18th — — — Do
To Do — 23d June — — — 1838
Board's Proceedings — 5th July — Do
To — Do — — 24th August — 1840.
Board's Proceedings — 24th September Do

3. The Estate was attached on the 24th August 1840. for an arrear of Peishcush amounting to Rupees 1862 : 9 : 0 a.c. reported on the same date by Mr Grant who in Para 4. of his letter stated that one of

of the parties Wiz.t Venkat Narsimha Row having insisted on a Sub Division the Estate should be accordingly sub divided unless the parties agreed to a satisfactory arrangement for paying up the arrears. To this the Board Para 1 acceded in their Proceedings Dated 24th September 1840.

4 The Estate has continued up to this time under attachment and the Sub division accounts have been under preparation with reference to the accounts of Fusly A. D. 1250—1251 / 1840/41 1841/42 & 52—42/43 of the aumany management till the expiration of which period it was found necessary to wait in consequence of some of the accounts for the previous years of the Zemindar's management not being forthcoming, and others being incomplete for the purpose of Sub Division. Considerable progress has been made in the preparation of these accounts since the business was commenced about the month of May last after the completion of the Lemmakbundy accounts of Fusly 1252 A.D. 1842/43.

5. There was a balance as above stated of Rupees 1762-9 due at the date of attachment which has now accumulated to Rupees 3986—11—11. The Zemindars however finding that differences between themselves

* Fusly 1253 - - - - 1116 — — "
" 1252 - - - - 766 — — "
" 1251 - - - - 785 — — "
" 1249 - - - - 216 — 14 — 3
" 1248 - - - - 539 — 5 — 8
3423 — 3 — 11
Hints from October 24th up to Jany 1845 - 2/3 402 — 8 — "
Do for Fasly Do - - - 161 — — "
Total - 3986 — 11 — 11

themselves have been any thing but conducive to their well doing having effected an amicable Settlement between themselves by which they have agreed to pay the arrear due to Government by 4 annual instalments, and to resume the Management of their respective portions of the Estate without the necessity of a regular Sub division, as also to pay hereafter jointly the annual Peishcush as has hitherto been done, and this arrangement they further agree shall be binding on them and on their heirs.

6- I have therefore the honor to recommend that the prayer of the Petitioners should be complied with, as the conditions on which they solicit restoration of the Management are the same which have been sanctioned since a series of years, and because it will be long before the Sub division accounts now incomplete can be ready and the sanction of the Board obtained and because the Board have already declared in Para 1 that sub division should be made "unless the parties make a Settlement between "themselves" which has now been done and because the Settlement now effected is binding on the Proprietors and their heirs permanently.

B.P. Proceedings 24th Sept.r 1840.

7 In the concluding part of the Petition

Petition it will be observed that the Zemindars request that the interest which has accrued on the arrear should be permitted Adverting to the resources of the Estate under the summary management and the heavy arrear which has accrued I beg to recommend that their prayer should receive the indulgent consideration of the Board on condition that if they fail to fulfil their engagements punctually the interest will be also included in the demand against the Estate.

Masulipatam Zillah Collector's Circuit Cutcherry at Innagadapak 25th Feby 1845 } / Signed / R. S. Porter,
Collector.

No. 1.

Translation of an Arzee addressed to R. S. Porter Esqr. Collector in the Zillah of Masulipatam by Rajah Vellunky Venkata Nursinha row and Venkata Gopaul row Zemindars of Innagadapak Mootah in the Summeluvoy and Mador Ghautt Purganahs.

The Mootah of Innagadapak which pays an annual Peishcush of Rupees 1,316 to Government has hitherto been held by us enjoying our respective portions but paying the Circar Peishcush jointly under an impression that some difference had existed in the capabilities

capabilities of the said two portions Venkata Nursinharow the eldest among us addressed an Arzee in Fusly 1250 to the then Collector requesting that the said Mootah should be Sub divided.

Whereupon the Collector attached the Estate with a view to ascertain the resources actually derived therefrom and it continues under attachment up to this time. The annual accounts of revenue of the Mootah while under attachment were delivered to the Circar and Subdivision accounts are under preparation with reference thereto. In consequence of adverse seasons since these 4 years, past and the consequent failure of produce combined with a falling off in prices an arrear of Rupees 2667, on account of Peishcush up to Fusly 1253, had accrued, independently of the arrear of Rupees 756-3-11 due up to the date of attachment of the Estate, amounting in the aggregate to Rupees 3,423-3-11 and there is a balance of Rupees 402-8-11 on account of January Kist of Fusly 1254.

In consequence of dissentions which had arisen between ourselves regarding the difference of value of our respective portions

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portions we have requested that a Sub Division should be made but now an arrangement between ourselves regarding the said Tontoo having been amicably concluded and certain conditions having been agreed upon so that we may continue to pay the Circar Peishcush ourselves conjointly without the necessity of making a sub-division of the Circar - We have presented an Arzee to you on the 28th December 1844 communicating in it the said circumstances and soliciting your orders to allow us to pay the arrears to circar by certain yearly instalments

The Circar not having admitted some of those conditions such as instalments &c. proposed in the said Arzee We again beg leave to propose the following conditions -

That we shall both bind ourselves to continue paying to Circar the Amount of Annual Peishcush being Rupees 1316 exclusive of the Motupha remission in the same manner as we jointly did prior to Fusly 1250. that in the event of the same be not regularly discharged by us on according to Kistbundy the whole of our Zemindary may, according to regulation, be taken into the Circar attachment, that the conditions

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conditions inserted in our Arzees of the above dates regarding our respective portions of the Inaam are to be made applicable to ourselves but the Circar can have no concern with them that the conditions alluded to therein shall be duly attended to by ourselves, and that we both or either one of us two shall be answerable for the discharge of the Circar Peishcush

Further that the amount of Rupees 3423-3-11- on account of arrears of Peishcush outstanding against our Inaam up to Fusly 1253- shall be discharged at Rupees 855-13-4 per annum according to the yearly instalments described below Viz:-

	Rs.	a	P
Fusly 1255	855	13	4
" 1256	855	13	4
" 1257	855	13	4
" 1258	855	12	11
Total	3423	3	11

That the amount of each instalments we agree to continue paying every Month from January up to May at a proportioned sum as may fall per each Month that the arrears of the current Kists of Fusly 1254. up to the Date of the removal of Zuft will be paid by us into the Salook Treasury soon after the Hookoom for

for removing the attachment be issued and afterwards assume the Management of the Mootah.

As we agree to act according to the foregoing conditions we humbly beg leave to represent that your honor will be pleased to accept our solicitations recommend our prayers to the Honorable the Board of Revenue and cause the attachment of our Mootah to be removed.

We further beg to solicit that as we are abide to pay punctually the amount of arrears alluded to above according to the instalments stipulated for it you will be pleased to order the interest thereon to be remitted.

/Signed/ Vencata Nursimha Row
/ " / Vencata Gopaul Row
/True Translation/
/Signed/ R. T. Porter
Collector

43-44

Order thereon.

Ordered to be sent again in Circulation.
/Read again 31st March/

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

45

From the Collector of Masulipatam Para 1

With reference to the correspondence noted

To the Board 15th February 1840 Board's Proceedings 2d March — To the Board 14th May 1840 Board's Proceedings 18th May —

noted in the Margin I have the honor to forward the accompanying Translation of a Decree of the Principal Sudr Ammeen's Court at Masulipatam in Cause No 1 of 1843 of that Court's file, wherein Dawsoo Gungarauze and Cunniah are Plaintiffs and the Collector of Masulipatam and Rajah Camadana Paupiahrow Defendants, awarding to the Plaintiffs 4 Cutties of Enam land in the Village of Tamerasa in Goodewadah Purganah and 1 Cutty of land in Caumaraspoody in Vinnacottah Purganah together with a Sum of Rupees 731—15—0 together with a Draft of an appeal Petition proposed to be filed in the Civil Court at Masulipatam.—

2. As the Draft contains a full detail of the grounds on which I propose that the appeal should be made, I consider that any further explanation in this place is unnecessary, and therefore beg to solicit that the Board will obtain the early Sanction of Government to enable me to present the appeal Petition with the least practicable delay—

3. The time prescribed for appeal expired on the 30th October last, when an Application was made to postpone the execution of

of the Decree by extending the period of appeal which was not granted, but the Court directed that the Cause of delay should be explained at the time of presenting the appeal—

Masulipatam Zillah Coll.rs Circuit Cutcherry at Bezoara 3. March 1845.

(Signed) R. T. Porter
Collector

No. 1.

Translation of the Decree of the Principal Sudder Ameen's Court in the Zillah of Masulipatam Cause No. 1 of 1843 of the Principal Sudder Ameen's Courts file—

Plaintiffs
1 Dawsee Gungaraujee
2 D.o Runniah

Defendants
1 Collector of Masulipatam
Government Vakeel
Gandecherlah Sectiah
2 Rajah Camadanah Padiahrow

The Bill of Plaint brought forward in this case was in the first instance, dismissed by the auxiliary Court. In consequence of the Court of Sudder Adalut having been pleased to issue a Precept on the 1st March 1843 directing a review of the case in question, their Auxiliary Court readmitted it on its file—

The Bill of Plaint brought forward by the Plaintiffs was for the recovery of Rupees 564—7—0 being the amount of their Enam

Enam produce of Tameresa and Ramanapoody Villages of certain years, Viz.t from Fusly 1229 up to 1247 out of Rupees 987—14—8 the aggregate annual amount of produce of those lands without any deduction on account of per Centage or Gittimpoo and any other items in it) which had been transferred by the 1st Defendant to the Estate of the 2d Defendant, as well as for the recovery of the produce of the said Enam lands from Fusly 1249 up to the date of the Decree—

In consequence of the 2nd Defendant in this case not having appeared before the Court, or presented an Answer even after a Notice and an Istiteharnamah had been issued to him to that effect, the Court have determined to try his case in Escparte

The 1st Defendant in his answer stated that the Plaintiffs have not possessed 4 Cuttics of Enam land, as stated by them in the Village Tameresa, that from a reference to the Enam Register of Fusly 1207 and from Bhoobundoo Zabithas of Fusly 1219. and Goodecuttoo Zabithas of Fusles 1222830 as well as the Enam accounts of Fusles 1227837 and the annual accounts of the said Village, the same can be manifested, that the Plaintiffs have stated that the original Sanad having been consumed by fire, the 2d Defendant's father Rajah Sobanadryrow had executed a fresh

Sanad

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Sanad and Dimmut in the year Pramadyer corresponding to 1818, and this Sanad has not been proved to have actually been executed by him, but as the Zemindar was accustomed to keep blank Papers with his seal and signatures and the 1st Defendant being the Vakeel and son of the Dewan of the said Zemindar, (tho' Mr. Russells Enam Register of Fusly 1213 + bears an entry of 4 cuttas of Enam land) a document might have been fabricated according to their own inclination on one Paper to which the seal and signatures of the Zemindar might have been affixed in the style of a Sanad, that in order to prevent frauds, Mr. C. Roberts Collector established a Yettimpoo Royedah or a system of deducting a certain proportion of produce from all the Enamdars of Vinnacottah and Goodewadah Purganahs, and the same has accordingly been continued, that if the Plaintiffs were dissatisfied with the said Yettimpoo Royedah they would have preferred Complaints in the Courts in Fusly 1229, and that they had not done so, but consented to the said system of the aforesaid proportion and have not advanced any claim, and that the case should therefore under Clause 4. Section 18. Regulation 2 of 1802, be dismissed.

+ Vide original

The Reply supports the Bill of Plaint, and the Rejoinder strengthens the answer.

The

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The Plaintiffs have presented an application for 9 Witnesses and the 1st Defendant presented one for 10 Witnesses. Bhyravamoorty witnesses on behalf of the Plaintiffs has not, at the request contained in the Plaintiffs deposition, been examined.

Agreeably to the request contained in the deposition given by the Pleader on behalf of the 1st Defendant and according to contents of the Motion presented by him, Pariah and Padaen Lutchmiah witnesses on his (1st Defendants) behalf were not examined. The Plaintiffs have filed 38 Documents and the 1st Defendant presented 10 Documents.

The 1st Defendant has not either in his answer or Rejoinder attempted to disprove having received the money now claimed by the Plaintiffs. The Plaintiffs stated in their Plaint that the 1 Cutty of Enam land in Komenana-poody as well as 4 Cuttas in Pameresa Village have from series of years been held by them as Suwa Doombalah Enam; that as there is no Sary land Contiguous to it, Sary produce can be inter-mixed with that of their Enam, that the Enam land has been cultivated by them under Swaenkrooshy; that their lands are quite distinct from Radevarady or those which have been undertaken

undertaken by the Villagers for cultivation in the Village; and that Gattimpoo or the system of deducting the proportion from the produce of those lands, has not ever before been observed up to Fusly 1229. They further asserted that their Enam land in Ramanapoody is bounded at the North side, by a canal supplying water to the fields, East, by Boundary Embankment of Kamurroo Village, South by Muddekodoo and the west, by Boonekodoo, that the Enam land of Tameresa Village is bounded, the North by Moorogoocodoo and by Surva Doomblah Enam land of Rollabundyvaur, situated North of the said land, the East by Palacodoo and the boundary of Motoor Village, the South by the Polemarakodoo of Pydapoody Aggraharam, and that in the Enam land of Tameresa Village a small crop bank was raised to shew the divisions of the 2 Plaintiff in it, by their Cultivators Gungiah, Goomastah on behalf of a burnum the witnesses № 162 on behalf of the Plaintiffs, deposed that the Plaintiffs had in their posession one Cutty of wet land as Survadoombalah Enam granted to their (Plaintiffs) Grandfather Gungarauze by the former Zemmindars of Chaurmahal, that no Cuttoobady tax or any deductions whatever were fixed for this land, that no Sary produce was ever included in that of the said Enam, that the

the Plaintiffs have prior to Fusly 1230 continued to Cultivate it by their own ploughs; that from Fusly 1230 one named Dannah used to Cultivate it by the Ploughs of the 2nd Plaintiff that during Fusly 1230 after the conclusion of the Kyle of the produce, Sreenevasachary then Tanadar, had by force, received Kyfiet from him (Gurnunds Goomastah) as well as from Poollah Lutchmenarsoo, Head Caupoo of that Village, purporting that certain produce was mixed in the Enam produce, that he recollects that a quantity of 2 3/4 Candy of its produce was taken under Sary, while the rest was inserted under Enam, that afterwards in Fusly 1237 Six or Seven Maunekas of grain had only been inserted under Sary, and thence certain portion according to a per Centage was Continued to be taken from its produce that during the Zemeindary of the 2nd Defendant from From 1241 to 1244, the Enam produce was continued to be given to them as Survadoomblah; that Pagoonaikoodoo, Akkerauze the ancestors of the Plaintiff held the situation of Dewan under the Zemindar; that the 1st Plaintiff held the situation of Vakeel under the 2nd Defendant from Fusly 1241 to 44 and that he (witness) used to see the Doombalahs then granted to the Plaintiffs Gungiah a Deshkutdar of the Village and witness on behalf of the Plaintiff in № 166 deposed that the Plaintiffs have been in the enjoyment of 1 Cuttee of Survadoomblah Enam land in

Ramanapoody

Ramanapoody Village, and that the same has been separated from the Village Badevanady or land occupied by the other Cultivators in that Village; Moreover this witness has also specified by boundary limits of this Enam land Pursah Dauniah witness N°176 on behalf of the 1st Defendant, declared that the Plaintiffs had an Enam of 1 Cutty of land in Ramanapoody Village, that his (witness) ancestors were formerly engaged in Cultivating the Plaintiffs Enam land, but about a period of 20 years since the same was converted under Surdoo Enam, that the 2nd Defendant caused the said land to be Cultivated by him, and used to give the Umbarum to the Plaintiff, and that he (witness) had not any Sary land in the Ramanapoody Village. He also declared the limits of the said land. The evidence, given by Gunta Juggunnaikooloo — witness N°163, Veerragavooloo N°164, Vasary Ramanoojum N°165, Peddarauze Kristniah 167 Soorapanany Bauptiah N°168, Vencatachalem N°174, witness on behalf of the Plaintiff, clearly stated that the Plaintiffs have had 4 Cutties of Survadoomblah Enam land in Tameresa Village within the limits set forth by the Plaintiffs, that up to Fusly 1229, no Pattimpoo or other Deductions &c. whatever had ever been made from its produce that neither Sary produce of any description had been

been included in the same, nor were there any means to include it in the same, that there is great distance between the Sary and the Enam land, that the Enam land was quite separate from the Baily-wanady land, in that Village; that the Plaintiffs have been in the habit of cultivating the same by their own Ploughs, that the same was caused to be cultivated by Gopunnah and Chinniah, that the Plaintiffs, have opened a canal and irrigated their Enam lands by the same, and that the entire produce of that land has, during the Zemindary of the 2nd Defendant been made over to the Plaintiffs. The aforesaid Kristniah witness on behalf of the Plaintiffs, deposed that, he has been employed as Tanadar or Tahasildar to Vinnacottah and Goodevadah Purganahs during the Fuslies 1228 and 29 on behalf of the Sircar, that he had under the orders of the then Collector Mr. Russell, given Doombalahs and Chillies for charges of the Paddy, to the Plaintiffs for their Enam produce during those 2 Fuslies, that no Surdoo or deduction of any produce was ever made in the Enam produce up to Fusly 1229, that during Fuslies 1243 — 44 — 45 — during which he was Amuldar and Dewan under the Zemindar, nothing was mentioned in the Zemindar's Cookoons

Rookroonis either to withhold the Enam pro-
=duce or to make any Surdoo or Deductions
from it, but permission was granted for the whole
quantity of produce as Sirva Doombalah that the
Chitty N° 126 for the charges of produce as well as
the Doombalah N° 125 were during his Tahasildary
time given to them under the orders of the
Collector, that he knew and recognized the
signatures of Rajah Sobanadryrow and of his
son / the 2nd Defendant / Pauparow, that the
Documents N° 65 - 73 - 74 - 133 - 139 - 140 - 141 -
142 - bear the seal and signatures of the 2nd Defend-
=ant and which with the exception of N° 140 and
142, were drawn out in the Handwriting of
the Sherastadar of the 2nd Defendant; that the
two latter Documents were written in the Hand
=writing of Cauntiah Serastamuddutgar; that
there are on the Copy of the document N° 137
his seal and signature the original of which
was sent enclosed by him in an Orzee to the
Collector, and that on the document N° 134
there is the seal and signature of the Yemin-
=dar Sobanadryrow.—

The aforesaid Vencatachellum
witness on behalf of the Plaintiffs deposed that
during the management of Mr Grant Collector
Huzzoor Sherastah Muddutgar Bramiah had
surveyed

Surveyed the Plaintiffs Enam land, that the
extent of the Enam land was found to be 4
Cutties and 6 Vissums, that in Fusly 1229 the
quantity of Anchanah produce amounted to 11
Candies and odd; that only the quantity as per
Anchanah was given under Enam and the rest
taken under Sary; that for the whole Paddy a
Value of 209 Rupees was fixed and the same was
entered in the Dowle accounts, and on payment of
the money the Enam produce was caused to be
sold in Fusly 1230 and the amount realized from
its proceeds; that in Fusly 1232, the quantity yielded
in it being 30 Candies and the Anchanah and
Kyle corresponding with each other the same
had been permitted to be taken by them; that in
Fusly 1233 the quantity of Kyle having exceeded
that of the Anchanah, the excess was taken under Sary;
that afterwards a proportionate rate of 4 Fanams
per Candy was fixed; that in Fusly 1235, the Kyle
having shewn a considerable increase above the
Anchanah, the said excess was taken into Sary;
that from Fusly 1236 up to 1241 deduction was made
according to Gittimpoo fixed for it; that in Fusly
1241 the Management of the Estate having been
assumed by the Second Defendant, he in Fusly 1242,
gave a written Tankeed in their names, that the
Enam produce should be permitted to them
without

without Gittempoo or deduction of any proportion, that from Fusly 1216, during which the Estate had reverted to the Circar Management, the Circar used to receive the former fixed Gittempoo. Brumma Burnum of Tameresa Village and Witness on behalf of the 1st Defendant, confirmed the state of the case as regards the Tameresa Enam as mentioned by the Plaintiffs in their Plaint, and stated that he continued to insert in all the accounts, 2 Cuttles of Enam land, with reference to the account of Fusly 1207, that upon survey of the Enam land made by Brummiah, on behalf of the Collector it was found to be 4 6/7, and that the Document № 65, is the Taukeed formerly issued by the 2nd Defendant in their names, which bore the Signature of the 2nd Defendant and the seal of his Cutcherry, and which is written in the handwriting of the Zemindars Serastadar Gopaulrow. The witness № 179 on behalf of the 2nd Defendant deposed to the identity of the circumstances as mentioned by the Plaintiffs regarding the Kamanapoody Enam. Goorajoda Gopaulrow witness on behalf of the 1st Defendant № 194, the Dewan of the 2nd Defendant, whose father was the Dewan to the 2d Defendant's father Rajah Sobanadryrow and who (the Witness) for many years continued to perform the

the duties of his father as the Dewan near the said Sobanadryrow, declared that he knew the signature of Rajah Soobanadryrow, and was used to see his signature for about 10 or 15 Years, that the signature on the Original documents, from which Copies of Nos. 70 and 71 have been drawn out, seem to be those of the said Sobanadryrow and the seal thereon also resembles his own; that the documents Nos. 139 and 141 were written in his (Witness') own hand writing; that the Documents Nos. 140 and 141 are in the hand writing of Kauntiah Sirustah Muddulgar; that the signatures on the 4 Doomalahs referred to appear to be like those of the 2d Defendant. that the Documents Nos. 65. 73. 74 were written by himself and the seal and signature thereon appear to be those of the 2d Defendant, but that he did not witness their being sealed and signed; that during the time he was Dewan Veeriah and Pedderauze Kristniah used to get Papers sealed and signed by the 2nd Defendant; that the 1st Plaintiff's father Ragoonaikloo and after his demise, the said Veeriah, used to get Papers sealed and signed by Sobanadryrow; that the 1st Plaintiff and Veeriah having informed to him that the 2nd Defendant had permitted to write the Documents he

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he wrote the Documents No. 65 70 74 139 and 141 without asking the 2d. Defendant, that he did not ask the 2d. Defendant before writing the said Documents, that 2 Cuttles of Enam land in Tumerasa had been entered in the Circar accounts in the name of the Plaintiffs, and that Sobanadry row was in the habit of putting initials thus or so in the places where full signature is usually put on Doombalahs and Dimmits; The evidence of the witness supports the Arguments of the Plaintiffs but tho' it did not establish that the Plaintiffs had forged the signature of the 2d. Defendant, yet it establishes that the seal and signature on the Document alluded to above appear to be the same as those of the 2d. Defendant and his father. The Plaintiffs admit in their Plaint that from a time prior to that when the name of Moolamala Lutchmenursoo, witness on behalf of the 1st. Defendant in No. 195 was entered by the Defendant in the list of the witnesses there has been enmity between the Plaintiffs and witness which the witness also acknowledges in his deposition. He stated that he had seen

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signatures of Sobanadry row prior to 20 Years and that he can recognize but said that he had seen his signatures 10 Years before. As this witness is a very old man and as he said that he has not seen Sobanadry row's signature for 10 Years, appears that it is difficult for him to have memory to recognize the Rajah's signature. Moreover the evidence given by him consists of many contradictions, consequently it cannot afford any strength to the defence of the 1st. Defendant. From the evidence given by Puttaberamiah No. 202 and Venkatarutnum No. 203 witnesses on behalf of the 1st. Defendant, it does not appear that the Seals and signatures of the 2d. Defendant, as well as that of his father were forged. The documents produced by the Plaintiffs do not establish that they were not signed by the 2d. Defendant and his father, Moreover the Evidence given by the said 2 Witnesses appears to be doubtful but not true. Venkatarutnum witness on behalf of the 1st. Defendant declared that he had been employed in carrying on the business of of Bootand charges &c. under Condulrow the brother of Rajah Sobanadry row; that after the death of Condulrow he was as Bootand

Goomastah

Goomastah under his son Ramachendrarow who was under the support of Sobanadry row; that after the death of the said Ramachendrarow he engaged in the service of the said Sobanadry row; that he was therefore used to see the signatures of the said Sobanadry row; and that he (Sobanadry row) died in sravana Bahoolum of the year Vekramah; This Court have at the request of the Plaintiffs examin: ed the compliant of the Moonsiff Courts file of Goorzah District in Cause No. 175 of 1829 as well as a Ruzeenamah filed in the same suit under date 2nd. March 1830 corresponding to Tuesday 8th. Paulghona soodhum year Verodhy, by which, it appears that a Document was executed by Ramachendrarow in the name of Sutmoor = seetiah for 57 Rupees under date Tuesday 1st. = Maghum of the year Paurdhewah, from this it appears that Ramachendrarow was alive about a period of above 5 years after the death of Sobanadry row and executed this Document to Seetiah, while the said Venkata Rutnum Witness declared that after the death of Ramachendra row, he engaged in the service of Sobanadry row died in the year Ve: kramah - From a reference to the Public Papers, his evidence appeared quite contradictory and consequently shews that it is quite false evidence. further the Witness has signed

signed as Witness on the Vakalutnamah of the said number Mookhamoola Lutchemeyrsoo and Venkata Rutnum Witness on behalf of the 1st. Defendant have declared that the seal and Signatures on the sanad No. 192 and Dimmut No. 193 are not of the said Sobanadry Row. There are certain Public Papers in this Court which have been duly signed and sealed by the = said Soobanadry Row they were at the desire of 1st. Plaintiff Compared with those of the Papers in question Viz. 1 Postpone Motion filed in Cause No. 167 of 1817 of the Masulipatam Zillah Courts file. One Ruzeenamah and one Vakalutnamah as well as a Vakalutnamah filed in Cause No. 643 of 1815. The signature and seals of Sobanadry row on the afore: said Papers were compared with those affixed on the sanad and Dimmut - They correspond exactly without the least deviation or difference, from which it is plain that the evidence of the 2 Witnesses on behalf of the 1st. Defendant must be considered as utterly false, The seal and signature of Sobana: dry row on Document No. 134 was compared with the seal and signatures affixed by Sobanadry row on the Postpone Petition, and the 2 Vakalutnamahs, and found them correctly corresponded without any = difference. From the Evidence given by the Witnesses on behalf of the 1st. Defendant it has not been Established that there

are

are 2 Cutties of Enam land in Tameresah Village, and no objection at all was made by the 1st. Defendant regarding the Enam land in Kaumapoody. The 1st. Defendant has entertained some doubt that the sunnd and Dimmutt were forged, but it was not Established that they were done so - Such a Doubtful defence as this, can never shake the claim of the Plaintiffs. For this the Plaintiffs stated in their reply that the Sanads &c. of the former Zemindars, have not been attested by witness in the same manner as the Hookooms now issued by the present authorities. consequently it will be troublesome to prove it by Witnesses; that the authorities have been used to compare those sanads with those of the other authorities and finding the genuineness thereof, passed decisions accordingly. This statement of the Plaintiffs appears quite correct and regular. The sanad and Dimmutt No. 192 and 193 filed by the Plaintiffs in the Provincial Court are Established as genuine by the other Documents produced by the Plaintiffs therefore there can be no doubt at all that there is truely an Enam of 16 Cutties in the Tameresa Village. It was likewise proved (without least doubt that the same had been under the Plaintiff's enjoyment) by the Plaintiffs witness as also

also by the evidence of some witnesses on behalf of the 1st. Defendant, as regard the question raised by the 1st. Defendant why the Plaintiffs postponed bringing their claim for so long a time, the Plaintiffs already stated in their Plaint that they had presented Petitions both to the former and to the present Collector urging their claim, they (Plaintiffs) also gave some public proofs on the subject, It is the great proof that the 1st. Defendant did not state any objection either in his answer or Rejoinder regarding the Complaints made by the Plaintiffs before the former Collectors as well as to himself, or of the Demand made by them on the subject. The Plaintiffs have produced Tappah receipts No. 24. 25. 26. 27. 28. 29. 30 and 31 on account of certain Papers (Arzees) forwarded by them to the Authorities, and stated that they are the receipts of certain Papers forwarded by them to the Collectors on the subject of this case; From which it appears that the Plaintiffs addressed letters to the Collectors in the Year 1837. 38. and 39. Document No. 64 is the Decree passed by the Auxiliary Court in Cause No. 2. of 1827 from which it appears, that Loghyranze raised a Dispute in order to deprive the Plaintiffs of their Lands, that the Collector permitted the Plaintiffs to sue him in the Court to establish

establish the claim of the Plaintiffs thereon, and that the Plaintiffs having accordingly brought a suit against Jogheranze a Decree was passed in this case on 3d. January 1831 from this document it appears that until the Claim of the Plaintiffs regarding the lands was Established, the suit was Kept undecided and under discussion. From documents No. 67 and 68 it appears that the execution of the Decree passed in suit No. 2 of 1824 was postponed until 16th. April 1833. From these 3 Documents it appears that the Plaintiffs were prevented from preferring the complaints in the Courts owing to the production of other claims &c. but the delay did not occur through any negligence on their part Documents No. 66 to 1845 and 1846 are Copies of Arzees addressed by the 1st. Plaintiff to the Collector of Masulipatam, which exhibit that the Plaintiffs continued to demand of the Collector to put them in possession of the produce under dispute; as these 3 Documents bore the signature and Seals of the 1st. Defendants the assertion of the 1st. Defendant that Plaintiffs have not prefered the Suit by their own negligence, became void. The Document No. 65 is Tankeed from the 2nd. Defendant in the names of the Curnums of Tameresah Village bearing his seal

seal and signature and dated 8th. October 1832 corresponding to Monday 11th. Asweeja soathum Year Nundanah, in which it is stated that a portion of produce yielded in the 4 Cutties of Enam land under cultivation of the Plaintiffs was entered under sarcy under the denomination of certain proportion of percentage, and so continued to enter in the Accounts every year from fusly 1230; that, on his enquiry as the act of so doing appeared contrary to Justice, a Hookoom was issued to the Sunutdar by him to make over to the Enamdar the the produce of his Enam for fusly 1241 according to Hyle. that therefore the whole quantity of produce yielded in the Enam land of the said 4 Cutties should be entered under the Head of Enams, and continued to be inserted in the annual dowles deducting the same in it accordingly. The genuineness of these Documents was established by the evidences given by Peddypauze Kristniah and Brummiah Witnesses on behalf of the Plaintiffs as well as by that of Gopal: row witness on behalf of the 1st. Defendant, by this the objections stated by the 1st. Defendant that the Plaintiffs possess no more than 2 Cutties of Enam land in the Tameresa Village, are void of proof, moreover it seems that the stipulation of a per Centage on that Enam land is also an injustice. The Document No.

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No. 73 is a Taukeed written by the 2nd. Defendant in the name of Caupoos and Curnums of Tamerasa and Camanapoody &ca. on the above date, and the No. 74 is a Taked issued by the 2d. Defendant on the said date in the name of the Samuldar regarding the Cutty of Enam land in Camanapoody Village. From these 2 Documents, it appears that the 2d. Defendant had in fusly 1212 issued instructions to deliver over the whole quantity of the produce to the Plaintiffs, but it does not appear from these documents, that a per Centage was fixed for the Plaintiffs' Enams; the genuineness of these 2 Documents has been Established by the evidences given by Peddy Ranze Kistniah, and by the said Gopal row; If the documents No. 65. 73 and 74 were really fabricated by the Plaintiffs without the Knowledge of the 2nd. Defend: ant, the act done according to the said papers might have been brought to the notice of the Zemindar (2d. Defendant) by means of the written reports from the Villagers and Samuldars &ca. and the Zemindar (2d. Defendant,) upon understanding the same, finding that these

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these were forged by the said Plaintiffs, should immediately have preferred complaints before the 1st. Defendant regarding the Commission of the forged Act. As the 2nd. Defendant never brought any claim of the Nature alluded to; the 1st. Defendant made no mention that the 2d. Defendant preferred any complaint before the 1st. Defendant,) in the answer and Rejoinder presented by him. Therefore these 3 Documents are considered to be genuine. The document No. 70 is the Copy of an original Dimmut No. 193 issued by Rajah Sobanadry row father of the 2d. Defend: ant. The Document No. 71 is copy of the original Sanad No. 192 granted by the said Sobanadry row. These 2 Original Documents were drawn out on Friday 11th. Justiah Bahoolum of the year Pramady; From these 2 Documents it appears that the Sanads as well as former documents granted by the ancestors of Rajah Sobanadry row regarding the Enam lands of Ackeranze and Ragoonaikloo were burnt on Tuesday 2nd Justiah Soodhum of the Year Dantah and that consequently the said Sobanadry row has bonâfide granted these fresh sanad and Dimmuts to the Plaintiffs &ca. From which it is plain that

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that the Plaintiffs had Enam lands of 4 Cutties on Tamarasa and one Cutty in Camanapoody. It is likewise plain from the evidence given by Gopalraw witness on behalf of the 1st. Defendant that these 2 Documents Viz.t Sanad and Dimmutt, are genuine ones. The Seals and Signature borne on these documents having been compared with those done by the said Rajah Sobanadry row on certain Public papers lodged in the records of this Court, they were found correct, consequently these Documents were found to be genuine - From the Public Document No. 125 it is plain that the House of Ragoonaikloo was burnt, with which the Documents Sanads, Dafters &c. were also burnt. The Document No. 147 is Copy of an Arzee addressed to the Collector by the 2d. Defendant which bears the seal and Signature of the Collector from which the same circumstance will be manifested. The Document No. 133 is a letter written by the 2d. Defendant in the name of the 1st. Plaintiff on the 19th. December 1831, in which it is stated that an Enam list, that is to say, the Zabitah No. 134 of the Enam, which was given by the ancestors of the 2d. Defendant to

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to the ancestors of the Plaintiffs bearing the seal and signatures of Rajah Sobanadry row has (by the 2d. Defendant to the 1st. Plaintiff) been forwarded. The Document No. 134 shews that an Enam land of 4 Cutties at Tamarasa and 1 Cutty at Camanapoody was continued to the Plaintiffs and to their ancestors, referring to the date of the former Sanad. From the evidence of Peddyranze Kreistniah, the 2 Documents No. 133 and 134 appear to be genuine. Moreover, on comparing the seal and signature which were affixed on the Document No. 134 with those of Rajah Sobanadry row which were made by him on certain Public Papers in the Court, the genuineness of this Document is properly Established. The Document No. 130 is an attested Copy of the register of Cuttoobady Enam, which exhibits that an Enam land of one Cutty at Camanapoody and 4 Cutties at Tamarasa have been continued to the Plaintiff. The Document No. 131 is an attested Copy of a Goodacuttoo Zabitah of Enams written in the name of Dawson Ackerauze on the 6th. November 1810, which exhibits that there are Enam lands, Viz.t 1½ Cutty at Camanapoody and 4 Cutties at Tamarasa. The Document No. 132 is an attested Copy of an Enam list written in the name of Dofsoo Ackerauze, Uncle of the said 1st. Plaintiff, from which it

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it will appear there was an Enam land of 1 Cutty of wet land at Camanapoody and 4 Cutties of wet land at Tamarasa. From this Document it is quite clearly Established that 1 Cutty of Enam land at Camanapoody and 4 Cutties of Tamarasah were continued to the Plaintiffs. The Document No. 121 is a copy of the accounts in which the produce of fuslies 1227, 28-29 and 30 yielded in the Enam lands situated at Camanapoody belonging to the Plaintiffs and their ancestors, was deducted, which bears the seal and signature of the Collector. The Document No. 122 is a copy of the accounts, in which the produce yielded in the Plaintiffs Enam land at Tamarasa has been entered. This also bears the seal and signature of the Collector. Document No. 123 is copy of the accounts in which the produce yielded in the Enam lands of Camanapoody Tamarasa belonging to the Plaintiffs for fusly 1231 and 32, has been deducted, which is bears the seal and signature of the Collector, these 3 accounts and the Dowls from fuslys 1227 and 32 shew that the whole produce yielded in the Enam lands of the Plaintiff in the said 2 Villages, was deducted under the Head of the Enams, without taking any Gittempoo or Proportion, and without including under Sary. Document No. 124 is a permit for

Carrying

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carrying away the produce, it also shews the exact quantity of produce yielded in the Enam lands of Tamarasa, belonging to the Plaintiffs for fusly 1229. This permit was written by Peddyraauze Kroostniah Tanadar, in the name of the Samutdar, on Wednesday the 2d Aushada Soodhum of the year Vecrama corresponding to 11th July 1820 to the effect that the Enam produce should be given to the Enamdar, from the evidence of Peddyraauze Kroostniah Witness, the permit or chitty in question appears to be genuine. Document No. 125 is a Doombalah granted for the produce of this fusly. This was written in the hand writing of Peddyraauze Kroostniah Tanadar on the same date as the permit to the Samutdar to give the produce to the said Enamdars. This Doombalah was given under a Hookoom from the Collector dated 18th April 1820. The validity of them is Established by the Evidence of Peddyraauze Kroostniah. Document No. 126 is a Doombala written by Streenevasa-charry Tanadar to Samutdar on 3d May 1821 agreeably to the Hookoom of the Collector dated 26th February 1821, directing to allow the Enamdar to receive the produce of Fusly 1230 yielded in the Enam lands at Tamarasah belonging to the Plaintiffs according to Kyle. The Document

No.

No. 127 is a Doombala for the produce yielded in this fusly in the Enam lands of the Plaintiff at a Kamanapoody, written by the said Tanadar to the Samutdar on the 2d. May 1821, as per the Collector's Rookoom of 26th February 1821 to deliver up to the Enandar the produce according to Kyle. The document No. 128 is a Doombalah for the produce yielded in Camanapoody of fusly 1231 in the Enam lands of the Plaintiffs written by the said Tanadar to the Samutdar on the 11th July 1822 as per the Collector's Rookoom under date 25th February 1822 to give the produce to the Enandar according to Kyle. From these 5 Documents it is clear that from fusly 1229 up to 31, no Sary produce was included in the Enam produce of the Plaintiffs, for, if the Sary produce was included in the Enam produce, there would be no necessity to grant a Doombalah and Chitty or Permits for the delivery of the whole produce according to Kyle. From these 5 Documents as well as from the accounts of Nos. 121, 122, and 123 and from the Copies of Arzees Nos. 144 and 145 it is evidently plainly appears that in the first instance finding no fault on the part of the Plaintiffs, the Cirear have ordered the Plaintiffs to take profession of the whole produce yielded in their Enam lands in Fuslies 1227. 28. 29. 30. 31.

31. and 32, and afterwards forcibly entered the same in the Cirear, as the Plaintiffs have alledged in their Complaint, and that the Plaintiffs have set up their claims thereup about the same. The documents Nos. 139 and 140 are Doombalahs given by the 2nd. Defendant with his seal and signatures dated 18th April 1836, permitting that the produce of the Enams for fusly 1244 of the Villages of Kamanapoody and Tamarasah should be made over to the Plaintiffs who are the Enandars. The Documents Nos. 141 and 142 are the Doombalah given by the 2d. Defendant with his seal and Signature on 18th April 1836 permitting that the Enam produce of the above 2 Villages for 1245 be made over to the Plaintiffs. These 4 Documents shew that the whole Enam produce of Kamanapoody and Tamarasah Villages which are now under dispute, had been made over to the Plaintiffs without any deduction on account of Gittempee &c. under Sary and the validity of the said 4 Documents has been ascertained from the evidence given by the 2 witnesses Viz. P. Kroostniah and Gopaulrow. The Document No. 137 is Copy of a Sunnud issued by Rajah Sobanadry row father of the 2d. Defendant, it bears the Signature of Peddyraudze Kroostniah and

and the said Peddyraauze Krosteiah's evidence fully established the validity of this Document. The Document No. 136 is Copy of an arzee addressed by the 2d Defendant's father to the Collector; it bears the seal and signature of the Collector. From these 2 Documents, it appears that the 2d Defendant's father has, without any objection, allowed the Enam to be enjoyed by the Plaintiffs and that some of the Collector's Servants threw obstacles in the way of the continuance of the said Enams. The Documents No. 149 and 150 are Copies of the Register of Enams made out by Mr. Oakes in Fusly 1207. The Plaintiffs objected to this Register remarking that this account shews an Enam in the Village in which they had not an Enam while it does exhibit the Enam actually continued in a certain Village to them, that in the Village in which they had a large portion of Enam land, a small portion of Enam land was inserted, while in the Village in which they had a small portion, it shews a large tract of land under their Enam, consequently the Plaintiffs produced this document in this Suit inorder to point out the above discrepancies. The 1st Defendant admitted to the Plaintiffs Statement that they had an Enam Land of 1 Cutty at Kamanapoody and did not object as to

to the extent of the Enam land in that Village. In the Register it is stated that the Plaintiffs had 2 Cutties of Enam land at Kamanapoody and 2 Cutties at Tamerasah; consequently the Register is not considered to be much worthy of credit. In proof of the 2d objection made by the Plaintiffs, that the above Register of Fusly 1207 was not prepared with reference to the Sanads and documents of the Enams, but were made out from mere oral expressions of the Dasapondiah &c., a remark setting forth the same opinion was accordingly written in one side of the said Register; consequently this Register of Fusly 1207 on which the 1st Defendant lays so much stress, is not more worthy of credit than the Register (No. 130 Document) formed by Mr. Russell for, it was prepared without reference to Sunnuds and Documents, and a mention was accordingly made in the Register Document No. 130. The Register was formed by Mr. Russell previous to the Sanads being taken up by fire together with the houses of Raghoonaickloo. The Document No. 152 is Copy of a Kooroom written by Mr. Roberts, Collector, to the Sheristadar bearing the seal and signature of the 1st Defendant. From this it appears that any person who may have Surdo Enams from former times the produce of such Survah Enams should be taken average of

for

for 5 years. and a Gittimpoo or a certain deduction of produce should be fixed, and that if the Tahsildar had, by force, entered Enam produce under the denomination of Surdoo for 1 or 2 years, the Gittimpoo should not be charged to such ryots individuals. While such a Hookoom was in force it is contrary to justice, to charge Gittimpoo against the Enams, and to collect the same when the produce of it had never been entered under Surdoo Enams. The 1st Defendant in the 5th Para of his answer, has stated that Mr. Roberts Collector had formed the system of Gittimpoo, and that accordingly the same was used to be collected from the Plaintiffs, but the Gittimpoo system formed by Mr. Roberts is not applicable to the Plaintiffs Enams. The document No. 153 is Copy of a Proceeding held by the Northern Provincial Court on 14th December 1840, it bears the seal and signature of the Register of that Court, this corroborates the documents filed by the Plaintiffs, while those filed by the 1st Defendant in Cause No. 1 of 1827 of the late Auxiliary Courts file, have been invalidated by the same. Tho' this document is not applicable in this suit, yet the documents filed in that and the present suit, duly correspond to each other. These are the sanneds and

and Dimmut of No. 192 and 193 which were filed in that suit. This circumstance will be plain from the documents No. 70 and 71- consequently this proceeding corroborates the suit, and the sanad and Dimmut in the said Cause. Moreover as from the Proceedings it appears that there being an enmity between the Plaintiffs and the Collector's servants, they (Collector's Servants) raised a dispute regarding the Plaintiffs Enams, which also rendered some strength to the Plaintiffs claim; among the documents filed by the 1st Defendant the Copy of the Register of Fusly 1207, formed by Mr. Oakes No. 180, shews that the Plaintiffs had an Enam land of 2 Cuttles of wet land at Tamerasah, as the objections arose regarding it were stated above, it is not applicable to the 1st Defendant's defence. The Document No. 82 is Copy of a Boobundoo, and No. 84 is Copy of Goodecuttoo Jabitahs of Fusly 1222, No. 86 is Copy of the Enam list of Fusly 1232, No. 92 is Copy of Enam list of Fusly 1235, and Document No. 94 is Copy of abstract Zamabundy account for Fusly 1236. These were filed on behalf of the 1st Defendant, and they were certified with the seal and signatures of the 1st Defendant; among these documents the documents No. 82-84-86-88-and 90 exhibit

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exhibit that the Plaintiff had 2 Cutties of Enam land at Tamarasah. The Plaintiffs object that these documents were framed by the Collector's servants through deceit. The remark of the Plaintiffs that these documents were framed by virtue of the Register of Mr. Oakes, is worthy of belief sufficient to the Court. It is quite surprising to the Court, for such documents having been forged, while there are so great number of documents as a above, to set forth the validity of the Plaintiff's claim. The documents Nos. 92 and 94 shew that from Fusslies 1235 and 36, the Gittimpost proportion was charged on the Plaintiffs Enams at Tamerasah, on which, under the reasons above set forth is quite contrary to justice. These documents gave strength to the Plaintiff's claim but not to the defence of the 1st Defendant. The reasons set forth by the 1st Defendant in his Rejoinder that the Register of Mr. Russell Collector of 1813 is not credible, were not supported by any documents. Copies of the Register of the Enams of Goorazadah Balacroostnamah, and of a Hookoom directing that his Enam should not be permitted to him, as well as Copy of a Hookoom of Mr. Roberts, that Copy of the above Register should not be given to any one, and Copy of the Proceeding admitting as

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as special Appeal in the case of Alloor &c. Agraharam were not presented in this case. Moreover these grounds do not at all support the 1st & 2d Defendants defence in preference to Plaintiffs documents; besides this, from the evidence of the Plaintiffs witnesses it appears that the land within the boundaries described by the Plaintiffs was under their enjoyment. The 1st Defendant did not deny that the land within the boundaries stated by the Plaintiffs in their complaint had been under the Plaintiffs possession, nor does the land within the boundaries appear to be under the enjoyment of any others. It is proved by the witnesses that when the land within the boundaries was measured, it was found to exceed the quantity of 4 Cutties. The Plaintiffs did not bring their complaint for the recovery of 4 Cutties at Tamerasa. In such case, the decision of the 1st Defendant regarding the Extent of that land, will not afford any good ground to the Plaintiff's defence. The 1st Defendant remarks that in the Register of Mr. Russell there was a Cuttoobady Tax fixed to the Plaintiffs Enams, while in fact there is no Cuttoobady tax for that Enam. The remark made by the 1st Defendant against Mr. Russell's Register, shews the circumstance to be the case as stated by the 1st

Defendant

Defendant; but the Plaintiffs in their motion No. 20 stated that the levy of Cuttoobady Tax was exempted - this fact is stated in the Document No. 134. The Register might have been framed after a reference to the former Sanads regarding the Cuttoobady - By this little difference the Register cannot be considered as genuinety of credit - Besides this, the Plaintiffs claim is not founded merely on the Register but on several documents and especially on the long continuance and enjoyment of the Enam consequently the remarks made by the 1st Defendant against the Register of Mr. Russell do not afford any ground to disprove the Plaintiffs claim. With respect to the remark made by the 1st Defendant that a full signature has been made on the Dimmut by Soba Nadry row while it was not usual for him so to do. The Plaintiffs in their Motion No. 20 wrote answer that this Dimmut having been written in the shape of a circular Mookam in the name of Villages of several Villages, Soba Nadry row in order that it might be fully accredited had made his full Signature on it. consequently this remark of the 1st Defendant does not afford sufficient ground to disprove the Dimmut in question

The

The Plaintiffs have stated their answers in the above Petition to the several other unsupported remarks made by the 1st Defendant against the Register of Mr. Russell. The Plaintiffs' claim is fully Established from the contents of the answer and Rejoinder and by their witnesses as well as by some of the 1st Defendants' Witnesses, not only by several Public Documents filed by the Plaintiff but also by some of the documents filed by the 1st Defendant.-

It is therefore Decreed that the 1st Defendant without any concern of the 2d Defendant, should pay to the Plaintiff the sum of Rupees 567-7-0 in ready cash in this suit that no deductions on account of Gittimp Vea should be charged hereafter from the produce of the Plaintiffs' Enam lands Viz. 4 Cuttics Tameresa and 1 Cutty in Camanapoody Village. That the 1st Defendant should according to the Plaintiffs claim, allow the Plaintiffs to continue enjoying their lands as situated within the boundaries as pointed out in their plaint as Surwa Doombala. He (1st Defendant) should pay the whole costs of suit and that the Plaintiff should pay the costs incurred to the 2d Defendant as hereunder particularized.-

It is further resolved that no private adjustment of this Decree shall have been deemed valid unless the terms of such adjustment

adjustment shall have been previously and reciprocally declared by all the parties interested herein and made a record of the Court with their unanimous Consent.-

Costs incurred as per Decree No. 1 of 1843 -

	Rs.	A.	P.
Amount Sued for in complaint --- - ——-	1555	5	8
Costs incurred by the Plaintiff.			
Stamp Duty Viz.t			
1st Stamp of Plaint ——	50	"	"
Value of other Stamps —	99	8	"
Batta paid to the Peons who served Summons ——	3	4	"
Batta paid to witnesses ——	11	12	"
	164	8	"
Costs incurred by the 1st Defendant Viz.t	4719	13	8
Value of stamps for Answers &c.a	40	"	"
Batta paid to Peons who Served Summons ——	1	3	"
Batta paid to witnesses	"	8	8
	41	8	"
Half fees payable to the late Govt. vakeel D. Rajuppah Puntooloo - - -	38	14	"
Do Do Do to the present Do. G. Seetiah ——	38	14	"
	119	4	"
	1839	1	8
Batta paid to the Peons who served notices ——	1	8	"
	1840	9	8

Deduct-

Amount of Costs incurred by the 1st Defendant —— 119-4-"

Balance 1721-5-8

of

Of the aforesaid Amount of Rupees 1721-5-8, a Sum of Rupees 1,719-13-8. is the aggregate Amount of Complaint including costs of Suit incurred to the Plaintiff of which, a Sum of Rupees 731-15-" should be paid by the 1st Defendant to the Plaintiffs Father, the 1st Defendant should allow the Plaintiffs to continue enjoying as surva Doombala Enams their Enam lands (Viz.t 4 Cutties in Tameresa which yield an annual benefit of 90-1-" Rs. as stated in their complaint Amounts at 10 folds to Rupees 900-15-" as well as 1 Cutty in Kamanapoody which derives an annual Profit of 8-11-2, and which at 10 folds amounts to Rupees 86-15-8/ which are situated within the limits described by

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by them in their Plaint without any deduc-
-tion an account of Gittimpoo Vea from their
Enams and the Amount of Rupees 1-8- being
the Charges incurred to the 2d Defendant
should be made good to him by the Plaintiffs.

The fair Copy of this Decree
has been sealed and signed
on the 30th September 1844
and the period of appeal
will expire on 30th October 1844.

Given under my Hand
and Seal of the Court
this 28th June
1844.-

(Signed) Vn Perumal Chetty
Moulavy Mahomed
Hussain.
Principal Sudr Ammeen

(True translation)

(Signed) R. T. Porter
Collector.
Draft.

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Draft of an Appeal Petition proposed to be
presented in the Civil Court at Masulipatam

1. In the Bill of Plaint preferred
against the late Mr. P. Grant Collector of
Masulipatam as 1st and Rajah Camadanah
Cauptah Row Zemindar of Vinnacotah and Goo-
-demadah as 2nd Defendant in the late Auxiliary
Court of this Zillah in No. 223 of 1839. the Plaintiffs
stated that they possess 4 Cutties of Enam
land in Tamerada Village in the Goodewadah
Purganah. and they pray that the said lands
as well as those situated in Caumanapoody
in the Vinnacotah Purganah yielding a profit
valued at Rupees 987-14-8 per year may
be continued to them without any deduction
being made for the future of any produce of
the said lands according to the standard &
percentage, (a part of the produce of the
same having been according to the established
standard resumed under sary in Common with
that of the other Enams in the Villages
appertaining to the said Purganahs) and
that a sum of Rupees 567-7- which had been
collected by the first Defendant from the
produce of their lands from fusly 1229 up to 1247.
and made over to the 2d Defendant Rajah
Camadana Cauptah Rows Estate should
be

be decided to be paid to them /Plaintiffs/

2. In his answer the late Collector stated that it will be proved by numerous accounts and witnesses that the Plaintiffs possess only 2 Cullies of Enam land instead of 4 in the Tamerasa Village; that for the purpose of preventing frauds an arrangement had been made by a former Collector Mr. Roberts by which a certain quantity of produce per Cent was deducted from all the Enamdars of the Vinnacotah and Goodewadah Purganahs agreeably to which arrangement a part of the produce of the Enam lands of the Plaintiffs had been from a long time reassumed by the Circar that the Plaintiffs had acceded to that arrangement in as much as they had accepted of the produce according to the standard, whereas if they considered that this arrangement was irregular and unjustifiable they should have complained to the Civil Court at the time, but as they did not do so, the Court should dismiss the suit according to Clause IV Section XVIII Regulation II of 1802. Pursuant to the above the Collector presented the Rejoinder also. The Auxiliary Court likewise passed their proceedings under Dated the

the 17th and 25th November 1840 and 21st January 1841 that the suit in question is liable to be dismissed under the provisions of the said Regulation and the Plaintiffs having been called upon by the Court to produce certain accounts relating to the land claimed by them they not only failed to tender the same accordingly but also to Conduct the Suit. Consequently the Court dismissed the suit on the 28th March 1842 and their proceedings were confirmed by the late Northern Provincial Court. Whereupon the 1st Plaintiff having Petitioned the Court of Sudr Adalut they held proceedings on the 1st March 1843 that the Suit should have been dismissed in its first stage or otherwise decided on its merits, and that it should be re-admitted on the file, Consequently the suit has been admitted accordingly on its file. The suit was transferred to the Principal Sudr Ameens' Court in No. 1 of 1843.

3. The Collector from a mass of several Public accounts &c. lodged in the record which clearly prove that the Plaintiffs possess only 2 Cullies of Enam lands in the Tamerasa Village produced to the Principal Sudr Ameens' Court certain documents which were deemed material and which were numbered from 82 to 92. Viz. &c. Goodeecutto Yabettas, Enam Yabettahs as well as Extract of Enam Forms and the accounts No. 94 and 96 which prove the standard per centage having

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having been established and he (Collector) further brought forward certain Witnesses who are Servants &c. in the Zemindari Samastanum to support the arguments in the defence of the Collector that the Summud and Dimmuts said to have been originally granted for 4 Cuttees of Enam lands in the Village of Tamerada which the Plaintiffs assert were bonafide granted by the father of the 2d Defendant but had been burnt, are not genuine in as much as the undisturbed prevalence of the standard system of percentage is proved by some other witness. But the Principal Sudr Ameen discrediting the documents filed on behalf of the Collector from the Public record and the evidence of the witnesses appears to have laid much stress on the papers filed by the Plaintiffs which papers were procured thro' medium of the former Record keepers of the Collectors Cutcherry whose friendship the 1st Plaintiff had gained and which were invented for the purpose during the time when the Plaintiff and his ancestors were in the service of the 2d Defendant Camadana Pauparahrow and his father as well as on the evidence of the Witnesses on behalf of the Plaintiffs who, concealing the real transaction deposed to points utterly false and

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and has thus passed a decree in favor of the Plaintiffs in consequence of his belief into the validity of the documents and the evidence on behalf of the Plaintiffs. Being dissatisfied with that award the Collector presents this appeal to your Court inclosing Copy of that decision under Clause 1st Section VIII of Act No. 7 of 1843.

4. The Collector begs to state hereunder his reasons as to why the documents filed on behalf of the Plaintiffs / Respondents / and the evidence of their Witnesses have been considered objectionable and why the decision passed by the Sudder Ameen has been considered erroneous and he / Collector / trusts that the Court will on a thorough consideration of the same be convinced that the decision of the lower Court should be reversed.

5. In the latter part of the decision the Principal Sudder Ameen observes that the Claim of the Plaintiffs is established by the answer and Rejoinder, by the evidence of the Witnesses on behalf of the Plaintiffs; by some Witnesses named by the Collector, by the several documents filed by the Plaintiffs; as well as by some produced by the 1st Defendant; and that therefore Decree is given in favor of the Plaintiffs. To this the Collector begs to state that from the Extracts of the six documents filed in the Court on behalf of the Collector Viz. M. Oakes Register of Enams formed in

in fusly 1207 No. 82, a Bhoobundoo Yabeeta dated fusly 1219 No. 84 of the Village of Tamerasa = Goodecuttoo Yabeeta formed in fusly 1222 No. 86 for Tamerasa Village List of Enams of Tame = rase dated fusly 1227 No. 88 Goodecuttoo Yabeeta dated fusly 1230 No. 90 of Tamerasa Village and lists of Enams dated fusly 1232 No. 92 of the said Tamerasa Village it is so plainly apparent that the Plaintiffs possess in that Village only 2 Cuttes of Enam land The Extract of the list of Enams in Tamer = asa Village dated fusly 1235 No. 94 clearly shews that the late Collector Mr. Roberts had deducted a standard percentage upon an average of the produce which had been re = sumed under Cary in former years from that yielded in the Enam lands of the Plaintiffs so that a quantity of — 1 — Toomb 16 — 1 per Candy should be made over to the Enamdars and the remain = ing quantity be resumed under Cary - The Abstract Statement shewing the Jamabundy Settlement for fusly 1236 No. 96 exhibits that this resumption had been continued from the said fusly 1236 according to the standard percentage - From these documents the defence of the Collector was proved but the Claim of the Plaintiffs had not been established -

In

6 In the Answer and Rejoinder it was concisely set forth that the Plaintiffs never had possession of more than 2 Cuttes of Enam lands in the said Tamerasa Village that from the appearance of the Original Summud and dimmut filed in Nos. 192 and 193 which were obtained from the Provincial Court upon the application of the Collector Copies of which the Plaintiffs had produced in Nos. 70 and 71 in the present Suit alleging that they were subsequently granted by Sobanandry Row father of the 2d Defendant in lieu of those said to have been burnt and from the difference of the letters of the signature of Sobanadry Row which they bear, it destinctly appears that the said two documents produced by the Plaintiffs are forged ones since the Dimmut No. 193 bears the signature in full Characters whereas it was generally Customary with So = banadry Row to put only his initials in case of Dimmuts similar to that No. 193 granted to other individuals, and that the Plaintiffs who with a view to give vali = dity to the said two documents had by = gaining the friendship of the then Re = cord Keeper of the Collectors Cutcherry caused the Enam lands exhibited in those

those documents to be fraudulently inserted in the cancelled Register of Mr. Russell and so after having obtained an Extract of the said Register they /Plaintiffs/ by virtue thereof brought a Claim for the Continuance of the 4 Cuttles of Enam lands in the Tamerassa Village as also at the same time for the aggraharum of Allur which was held under Davustanum to be made over to them /Plaintiffs./ The principle under which the percentage was formed has also been particularized and the foregoing reasons were accordingly proved. From this it is hoped that the Court will upon considering the same, see that the contents of the Answer and Rejoinder cannot at all establish the claim of the Plaintiffs.

7. In order to prove the Continued resumption of the produce yielded in the Enam land of the Plaintiffs in Camanapoody according to the standard percentage the Collector named the 1st and 3d Witnesses namely Pura Danaya and Vinnacota Bapanah, as also one Pareemee Gangiah who is also a Witness on behalf of the Plaintiffs and they have accordingly deposed

deposed to the fact of the said circumstances. The 2d Witness Yellumrauze Bramiah Curnum of Tamerassa Village deposed that 2 Cuttles only of Enam land were entered from fusly 1207 in the Village accounts as having been continued to the Plaintiffs as Enam in the said Village that the Plaintiffs never had cultivated more than the said 2 Cuttles and that part of the produce of the said Enam had been resumed by the Circar under Sary according to the percentage. The 4th Witness Goorazadah Gopalarazydoo declared that only two Cuttles were accustomed to be inserted in the accounts as Enam to the Plaintiffs in the Tamerassa Village and deposed to the unusual appearance of the letters of Sobanadry row's Signature borne by the documents No. 192 and 193 and to there being no Custom with Sobanadry row to subscribe his name on Dimmuts in full signature owing however to the ties of the relationship subsisting between himself and the 1st Plaintiff he asserted also in a doubtful manner that the aforesaid signature resemble those made by Sobanadry row, but he did not positively mention that those signatures were actually made

by

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by that Zemindar or that he had seen when they were signed or was present when the documents produced by the Plaintiffs as having been obtained from the 2d Defendant were signed by the latter nor that those documents were caused to be drawn out by the 2d Defendant. Moreover he /Witness/ further stated that the 2d Defendant /Zemindar/ did not tell him to write the documents said to have been drawn out in his /Witness'/ hand writing but that as the 1st Plaintiff and his maternal uncle named Andeevy Veeriah told him that the 2d Defendant ordered the same to be written, he /Witness/ was obliged to write out the documents in question relying merely on their words. By this alone it may easily be judged how influential the 1st Plaintiff and his relations were in the Zemindari's samastanum. Tho this Witness has given his evidence in a doubtful manner regarding the signature, yet the Witnesses on behalf of the Collector Viz. 5th Witness Mookchamoda Lutchmenursoo 6th Witness Payaty Vutta Veeramiah and 7th Witness Goodeepaty Venkatarutnam have distinctly deposed to the fact of the objections noticed in Para 6 relative to the documents No. 192 and

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-and 193 and positively affirmed that the signatures thereon, said to have been made by Sobanadry Row, were not his own. On his decree the Principal Sudder Ameen inserted that the 1st Plaintiff stated the 5th Witness to be his enemy; that he was far advanced in age that the 7th Witness contradicted in the matters which are unconnected with the Suit and that consequently the evidence of those 2 Witnesses is, inasmuch as the 7th Witness gave false declaration, unworthy of credit. It is to be observed that the 5th Witness being an old man he should not only be considered as having a full recollection of former circumstances but also as he served for many years in the Zemindari's Samastanum of Vinnacota and Goodewadah /as did the 7th Witness/ he must have known fully the nature and origin of the documents which the Plaintiffs alleged were granted by the father of the 2d Defendant, for that reason they were named as Witnesses by the Collector and deposed to what they knew. Your Court can easily perceive that the Collector had no necessity or any advantage by naming doubtful or false Witnesses and that the averment of the Principal Sudder

Ameen

Auneen in his decree that the evidence of the said Witnesses is unworthy of credit and false, is unfounded, because he did so upon the mere mention of the 1st Plaintiff that the 5th Witness was his enemy for fear lest his claim would be defeated by the evidence of the Witnesses who clearly deposed to the principal points relating to the subject of the suit and upon the slight inadvertence of the said Witnesses who in giving evidence might perhaps, have been confused by unnecessary questions put to them into a train of matters almost entirely unconnected with the suit in question. It was plainly proved that the signatures on the documents Nos. 192 and 193 adverted to above were not made by Sobanadry Row. Even admitting that those signatures were of Sobanadry Row it was fully proved that the 1st Plaintiff his father as well as his uncles &c. served in situations of great influence and trust under the Zemindars, and consequently it was common to them to keep with them blank papers bearing the signatures of the Zemindars and hence they could easily have filled them up with any contents telling to their advantage at their pleasure. Further they

Could

could by the influence they had under the Ze-
mindars procure any documents which they
might be in need of. Moreover there was no
proof at all that Sobanadry Row had granted
the said documents and even supposing that
it was proved that they were actually granted
by that Zemindar the said Zemindary was,
on the date or on Friday the 11th decreasing Moon
of Sustieme year Pramady on which the documents
were said to have been granted, or from a
long time prior and subsequent to that date
placed under the Management of the Collector
on account of Circar dues and the Zemindar
could therefore have had no Authority to
grant such documents at such a time.
From the foregoing circumstances your
Court can perceive that the documents Nos.
192 and 193 as well as the other vouchers which
the Plaintiffs have filed are unworthy
of Credit.

8. The Collector begs to remark on the
points deposed by the witnesses, and state
the objections attached to the documents
produced by the Plaintiffs as follows Viz.
Yeddanapoody Gungiah the 1st Witness
on the behalf of the Plaintiffs deposed
that the Aumany Zemindar had forcibly
exported from them a Kyfeyet or de-
claration to the effect that a certain
quantity of Sarry produce had been includ-
ed in that of the Enamdars of the Plaintiffs
in fusly 1230 in Camanapoody. If this
was

was true he would have then instantly or a
afterwards reported the same to the proper
authorities. He himself stated that he
did not do so. Furthermore the plaintiffs a
sserted in their Plaint that the Villagers gav
Wakeeuts before the Officers of the Circar de
claring that Sary produce had been included
in that of their plaint that the Tanadar ha
forcibly taken the same as deposed by the sa
Witness. From this it may be surmised that,
after this Witness was dismissed from his
Goomasta Situation under the Cummum of that
Village, the Plaintiffs confederated with
and persuaded him to depose in the said Mann

9th The following Witnesses on behalf of the
Plaintiffs Viz. 2d Witness Gootta Suggunnaik
3d Gootta Veeraghavadoo 4th Dasary Ramanoo
5th Redderaug Kristniah, 7th Soorapanaig
Banpeah and 8th Boopana Venkatachellum ha
declared that the Plaintiff had 4 Cutties of
Enam land in Samerasa Village and that
there was no way by which Sary produce was
mixed in that of their Enam. They also men
the names of limits of the 4 Cutties of land

The 8th Witness stated that the
land was formerly surveyed by the Hoo
Goomasta of the Collector Gutcherry and

to be 4. 6. 0. the land did not consist of one
continued piece containing 4 Cutties within
the limits described by the said Witnesses,
but it was separated by a ridge thrown a
cross in the middle of the land which divid
ed it into two distinct portions.—

The Enam land of the Plaintiffs
lies in the western direction of the said ridge,
whereas the land situated in the East side of
the Same is designated as "Granna sumoodayam
or waste belonging to the Village generally
or in common." When during the time of Mr.
Grant late Collector, a Goomasta from the
Hoozoor was deputed to survey the said
lands, the Moonsiffs Cummum, Head Capoo
Timmadares Naikwadies &c. of the Vil
lage Samerasa pointed out to that Goo
masta the said two portions of lands di
vided by the said ridge and delivered
in a Mahazurnamah on the 27th August
1839 setting forth that the piece of land ly
ing west of the said ridge was the Enam
land belonging to the Plaintiffs and that
the other tract situated east of the same is
designated "Granna Samoodayam Bedo," and
accordingly got it surveyed and gave Mar
shal Jeheetahs of Enam lands of the Plain
tiffs affixing thereto the signatures of the
Villagers and upon surveying the pieces of the
land of the Plaintiffs it was found to be 2-
1- 1 1/2.—

The

The Goomasta forwarded with his
Arzee dated the 6th September 1839 the said
Mashat accounts as well as the Makazur-
-namah whereupon the Collector having
Summoned the Villagers, and instituted inqui-
-ry, the Villagers, several in number upon
solemn oath gave depositions in the Month
of September 1839 in his presence on the sub-
-ject to the effect that the land Viz.t 2-
1- 1¼ P. & P. was Enam belonging to the Plaintiffs
that the piece of land on the eastern direc-
-tion was "Granna Samoodayem Bedo," and
that this had not ever been continued to the
Plaintiffs under Enam. Boppana Venkiah
Village Police Officer of Samerasa and
Dasary Sankeeranoodoo who usually cul-
-tivate certain portions of land in that
Village, and Sunnadar, have also given de-
-positions to the same effect. The 8th Witness
Boppana Venkatachellum Son of the said
Venkiah and the 4th Witness Dasary Ramanu-
-jem who is the Grandson of the younger bro-
-ther of the Father of Dasary Sankeeranoodoo
and who is said to be continuing to perform
business under the latter, the heir alive, &
having concealing the circumstances of the
said depositions Makazurnamah and
Mashat Zabeta as which were delivered
in, as alluded to above, deposed falsely
that 4 Cuttles of Enam land had been contin-
-ued to the Plaintiffs and that the land of the
entire

entered in the Mashat is the Enam of the
Plaintiffs. And the Collector begs to ob-
-serve that he will be ready to prove to the
Court by the record containing depositions &c.a
alluded to above which were given upon oath
before the late Collector, that the said
Witnesses gave false evidence, that the
other Witnesses also had combining with
the Plaintiffs deposed in the said manner
and that the whole of the said circumstances
deposed by them was false and not at all
to be credited. The said Witnesses stated
that the Sary produce can in no way be in-
-cluded, nor had been included in that of
the Plaintiffs Enam. This act cannot
be done in the presence of others. Had
it been perpetrated in the presence of others,
the offenders would have instantly been
visited with punishment and the produce
would have been forfeited to the Circar. As
it was not uncommon for Ryots who cultiv-
-vate Sary and Enam lands as well as for
Gnamdars, cultivating (as swayem Crooshee)
themselves with their own Ploughs to combine
among themselves & mix clandestinely the Sary
produce with that of Enam, and thus to lessen
the Sary produce, measures have usually
been adopted according to the usage of the
country to prevent such frauds from being
committed by any person and if com-
-mitted, to bring them to the notice of
the Circar and no sooner therefore had

the

the produce come to maturity than that of both the Sary and Enams is in the first instance caused by the Circar to be estimated, and if the produce either of Sary or Enam be found after Kyle to differ very greatly from the Estimate, investigation is held on the subject and should it appear that the Circar produce had been made away with proceedings are held during the Jamabundy settlement regarding the same as the case may require.-

So the quantity of the Sary produce in the Tomerasa Village and Ramanapoo-dy Vga Villages having on being Kyled, fallen-turned out to be below the Estimate, while that of the Enams in all places appeared to have considerably exceeded the Estimate, it being found that part of the Sary produce had, after the conclusion of the Estimates been clandestinely included in the produce of Enams, the excess quantity found in the produce of several Enamdars above its estimate was caused to be resumed under Sary in this way the excess quantity found in the Enam lands of Samasha and Kammandapoody belonging to the Plaintiffs above the Estimate has also been ordered by the former Collectors to be resumed accordingly

accordingly the Jamabundy Settlements were made. These were the arrangements made according to the usual System of Revenue administration, but were not irregular. While the fact is thus the mere assertions of the said Witness who, that there was no way by which Sary produce can be included, cannot outweigh against the known and existing settlement effected by the Circar under the usual arrangements.-

10. Padderanze Kristniah 6th Witness on behalf of the Plaintiffs deposed that he was Runnany Sunadar in fusly 1228 & 29 in the Vinnacottah and Goodemadah Pur-ganahs, that during that time he granted the permit and doombalah Nos. 124 and 125 for the produce yielded in fusly 1229 in the Enam lands of the Plaintiffs in Tomerasa Village which they had pre-sented in the Court, that no part of their Enam produce had been included in the Sary in that fusly, that he had seen from the Accounts of the Currumms that the Cul-ties of Enam lands had been continued to the Plaintiffs in the Tomerasa Village and that the signatures Vga on the documents which were said to have been obtained by the Plaintiffs from the Jemmadars and which were filed by them in the Court were made by the 2d Defendant and his father No Hookum had been ipsoned by the then Collector to this Witness to grant to the Plaintiffs

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Plaintiffs permit and Doombalahs for the produce yielded in fusly 1229- And he (wit-ness) himself acknowledged that no se-parate Hookoom was issued to him re-lative to the Enam land of the Plain-tiffs- He at his own discretion granted the same but he, as admitted in his Urzee to the then Collector Mr. G. C. Russell on the 20th December 1820, issued upon what ground does not appear, Sakeeds or orders to the Villagers to the effect that the Doom-balahs granted by him for the Plaintiffs' Enam produce should not be brought into force- The Samabundy Settlement of fusly 1229 was concluded within the Month of Margaserum in fusly 1230 corresponding to December 1820- and he (the said) witness) acknowledged that he was up to that time in the aforesaid Tanadar's situation During the Samabundy Set-tlement- Mr. Russell the then Collect-or caused a part of the produce yielded in that fusly in the Enam lands of the Plaintiffs to be resumed under Sary and put his initials on the Hissaib account of that Settlement, while the fact is thus the assertion of the said Witness that no produce of the Enam lands of the Plaintiffs in that fusly was included under Sary is unfounded and not true- From the testimony of the

said

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said witness that the Cummums shewed to him Accounts exhibiting that Cul-lies of Enam land had been continued to the Plaintiffs while in point of fact there was no entry in any Account lodged in the Hoozoor Record and those in pos-session of the Village Cummums as well as in the Jemmidar's Samastanum shew-ing the Plaintiffs having possessed Cul-lies of Enam lands in Tamerassa Village as also from his inability to state to what fusly those Accounts be-longed, and from the nature of the fore-going circumstances which the said witness deposed concealing the real fact it will plainly appear to your Court that the said Witness, who was without any Public employment since he was discarded from the Circar's sit-uation, having confederated with the Plaintiffs, gave false evidence con-cealing truth, that the matters deposed by him are utterly false and that the Principal Sudr Ameen through over-sight stated in several places in his decree that the testimony of the said Witness fully established the claim of the Plaintiffs.

11- The Principal Sudr Ameen appears to have placed great reliance on the Do-cuments Nos. 65. 70. 71. 130. 131. 132. 133. and 134 produced by the Plaintiffs and stated in his

his decree that it was fully proved by the same that 4 Cuttles of Enam land were continued to the Plaintiffs in the Samarasa Village Your Court will perceive from the follow- ing reasons that the said documents were fictitious and that the Principal Sudr Ameen's Court was in error regarding them 1st The 6th Witness on behalf of the Collector being shewn the Document No 65 deposed that the figure of 4 Cuttles inserted in the same was altered. This circumstance the Court had not comment- ted upon. As regards the Document No 134 which was inclosed in No 133 and said to have been obtained by the Plain- tiffs, the 6th witness on behalf of the Plaintiffs deposed that the document No 133 was written in the hand writing of Gonjada Gopanroydoo 4th Witness on behalf of the Collector and thereby Cadar of the 2d Defendant But during the exami- nation of the said Gopanroydoo no proof was taken from him on the subject in ques- tion. The 6th and 7th witnesses on behalf of the Collector clearly stated that the seal and signatures on the Documents Nos 133 and 134 were not those of the 2d Def- endant or of his father nor was there any proofs that those documents were granted by them, Even if it were true that they were bonâ fide granted they might have been obtained by any means

from the 1st Plaintiff thro' the interest- eers by the 1st Plaintiff thro' the interest he had with the Zemindar. Under these reasons the said papers are not to be con- sidered valid instruments.

2d The Documents No 70 and 71 were Copies of the Original Summud and Dimmuts No 192 and 193, which were sent for from the Provincial Court upon the application of the Collector. The question of the truth or falsity of the said papers has already been made matter of discussion in another case, the particulars of which are concisely stated below with a view to procure possession of the Agraharam of Alloor Village which was held under Dowastanum, and to extend the 2 Cuttles of Enam land continued to them in Samarasa to 4 Cuttles and also for some other purposes, the Plaintiffs have invented the Documents alluded to above. The contents of the Summud and Dimmuts are to the effect that the original Summuds having been burnt Sobhanadry now father of the 2d Defendant had granted them in lieu of the original ones. The objections shewing that the said Documents were not granted by Sobanadry Row, and that they were not genuine, have already been stated at large in the answer and Rejoinder filed in this Suit, and in Para 3 of this appeal

appeal Petition, and the Circumstances has likewise been corroborated by the evidence given by the witnesses. On the strength of those very documents, the 1st Plaintiff advanced a Suit in No. 721 of 1825 in the late Zillah Court of Masulipatam against the then Collector claiming for the continuance of Alloor Village as Agraharam which suit was transferred in No. 1 of 1827 to the late Auxiliary Court, by whom a decision was passed in favor of the Collector non-suiting the Plaintiff under the ground that 1st Plaintiff did not produce the original documents (being the material ones) under the plea that they were so burnt, and that it was not proved by the Documents adduced by the Plaintiffs as that the said original ones had even existed. Being dissatisfied with that decision the 1st Plaintiff appealed therefrom in No. 1036 of 1832 to the Zillah Court of Masulipatam at Rajahmundry in which the Plaintiff having obtained a decree in his favor, the Collectors made a special appeal to the late Northern Provincial Court in No. 23 of 1838. In which appeal Petition the Collector stated the grounds on which the allegation that the

the original Sunnud was burnt, was not to be believed nor the documents which were forged in consequence to be denied as valid instruments. The late Provincial Court admitted the special Appeal on the ground that the principal documents produced by the 1st Plaintiff to prove the fact of the original document having been burnt were not sufficient to prove the same, that there was no proof at all that the documents in question were granted by the person by whom they were said to have been given, that it did not appear that any proof has been adduced as regards to the point at issue and to the contents of the Documents said to have been burnt and that it would be in direct variance with justice to admit the said Documents (which were not proved) as essential in the suit. and afterwards the said Court (presided over by the different Judges) held proceedings on the 14th December 1840 (taking no notice of the comments made by the Collector upon the decree passed by the Zillah Court) in which they ordered that the 1st Plaintiff having brought the claim only for half portion of the Village that the Zillah Judge of Masulipatam should therefore receive a fresh suit from the other partner (who was 2d Plaintiff in this Suit) for the recovery of the remaining

remaining portion and decede the entire Village to be made over to the Plaintiffs as Agrahrams and accordingly remanded the record of this Suit to the Zillah Judge for review - whereupon the 2d Plaintiff represented to that Court that he does not bring at present, claim for the said share until after the claim of the 1st Plaintiff shall have been ultimately decided upon, and that he therefore would not incline to undergo himself, in the interim the costs consequent on the same - By this it may be judged that this claim could not be established in the end and that there exists scruple as to the genuiness of the documents Nos. 192 and 193. The then Judge stated in the decree passed by him on the review of the said Suit, that although he was of a contrary opinion as to the justness of the decree formerly passed in favor of the 1st Plaintiff by the Court above that Station, yet as he was instructed by the higher Court to pass his decision according to the award already passed, he renewed the contents of that award. Upon this decree the Collector made a fresh special appeal to the Court of Sudder Udalut - And according to the Proceedings held by that Court on the 11th December 1843, the said appeal was admitted on the file in No. 36 of 1843 and is now pending in that Court. While the case

is

is thus it would manifest to your Court that the documents No. 70 and 71 (of which No. 192 and 193 are copies and to which there have been many objections made in many instances as alluded to above) should not be considered by the Principal Sudder Ameens' Court as credible documents or inserted as such in his decree - It was stated in the decree that the Collector did not produce the proceedings held by the Provincial Court regarding the admission of the special appeal adverted to above - The Extract of the proceedings dated the 11th December 1840 was filed by the Plaintiff as a document No. 153 - In the first part of that Extract the substance of the proceedings by which the special Appeal Petition No. 23 of 1838 was admitted as alluded to above, is stated from which as the Principal Sudder Ameen could have perceived the foregoing circumstances it was then deemed unnecessary to produce the same separately by the Collector - Furthermore the Principal Sudder Ameen observes the document No. 153 in his decree as material to the claim of the Plaintiffs. The decision is not final in its nature. As the special Appeal Petition made by the Collector to the Court of Sudder Adalut against the Decree passed by the

Zillah

Zillah Court according to the said document on a review of the case, has been admitted by the former it may be deemed that the contents of the document No. 153 were not considered by the higher Court as legal. The Principal Suder Ammeen urges in his decree that the document No. 130 being the Register of Enams of 1812 formed by Mr. Russell is a valid one, notwithstanding the Collector argues in his defence that the same was cancelled. The assertion of the Principal Suder Ammeen may easily be refuted. In the Register in question the Enam lands of the whole of the Villages of this District were not upon a proper investigation fully entered, neither did it bear the signature of Mr. Russell nor was the Summund No. 71 of the Plaintiffs duly examined and registered by that Officer. The 1st. Plaintiff in the same manner as he had annulled the document No. 192 (the original one of which the document No. 71 purports to be a duplicate) asserted that it was granted to them (1st. Plaintiff &c.) by the father of the 2d. Defendant, had caused the Enam lands which were entered in those documents to be inserted in the Register thro' the friendship of the then record keeper and

and after the lapse of some days procured Extract of the same which he possessed as a material instrument to advance his claim and produced it as a document in the present Suit. As well as in the original Suit relative to Alloor Village, against which special appeal is now pending in the Court of Suder Adalut. This Register exhibits that the Plaintiffs possess 4 Cuttles of Enam land in Tamerasa which pay a Cuttoobody of 1/4 Pagoda per Cutty of land, while in point of fact they never had possession of 4 Cuttles in that Village nor was Cuttoobady fixed thereon. The Plaintiffs represented that the said Cuttoobady tax was subsequently ordered to be discontinued, which circumstance the Principal Suder Ammeen states in his decree was satisfactorily proved to him. The Plaintiffs alleged in their Plaint, that Summuds were granted in fuslies 1170 and 71 with a Cuttoobody tax and that in the very next year the same was discontinued. Had it been true that the Cuttoobody was ordered to be discontinued in the next year after the said fuslies a fresh Summud would have been granted to that effect in that case the contents of that Summud should have been written in the Register of 1812 corresponding to fusly.

fusly 1222 - In opposition to this an insertion has been made that Cuttookady had been continued (while it was not the case) - The objection cannot be amended by the aforesaid inference of the Plaintiffs moreover in the said Register an entry was made which exhibit that one Goora: jada Banlacroostamah posses in the Saree: pully Village appertaining to the Vinnacottah & Purganah 5/4 of Enam land, and the said person also obtained an Extract of the Register in: question. But the said land had not been continued to that individual as Enam - In the Decree it was stated that the Collector had not pro: duced Extract of the said Register. The ori: ginal Extract as well as some other Accounts formarded by the 2d Defendant stating that they remain in his Samastanum, in order to shew that the Plaintiffs posses only 2 Cuttas of Enam land in the Tamarasa Village, had been formarded by the Collector thro' the Record: keeper to the Government Vakeel with an in: struction under date the 8th August 1843 for the purpose of producing them to the Auxiliary Court - In consequence of the Government Vakeel having represented that he was ordered to file the material documents which might shew that the Plaintiffs posses 2 Cuttas of Manem land in the said Village the Collector caused to be produced in the Court only certain material documents. The said Extract is now

now ready in the record of the Collector - Mr. Roberts from the evident proofs of deception on the face of the said Register as described above, issued a Hookom on the 14th December 1826 that this Register should not be considered as genuine and that consequently Extracts of the said Register should not be granted to any one - If this were required for perusal it is now ready -

Had Mr. Russell any confidence that the said Register formed during his time, was a true one why did he, who for a long time afterwards remained in this Zillah forbear from completing the said Register, and while it would appear from the Summud entered in the said Register, that the Alloor Village had belonged to the family of the Plaintiffs, why should the Collector himself have sequestered the same in the year 1821. in order to retain it under manage: ment according to Regulation VII of 1817. Moreover in the decree passed in the Appeal Suit No. 1036. of 1832 between the 1st Plaintiff and Government by the Zillah Andalut Court of Masulipatam, it was recorded by that Court that the Register referred to above should not be admitted as a document -

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Under the forgoing reasons the Collector trusts that the Court will consider that the said Register is in preference of the one formed in fusly 1207 (Extract of which No. 82 was filed by the Collector) not at all to be trusted since it had been cancelled.

4th In the document No. 131 or the Extract shewing the Enam land entered in the Goodeewadah Jabitahs of Goodewadah Purganah in the name of the forefathers of the Plaintiffs it was stated that the Plaintiffs posses 4 Cuttles in Tamerasa Village whilst the Goodeewadah Jabitah of the said Purganah which was lodged in the Record of the Collector shews that the Plaintiffs posses in that Village not more than 2 Cuttles of land. When Extracts are to be granted for any account it is to be particularly stated in the former to what year the latter belongs (being the original one) and by what name it was it known. But in the said documents it was not particularized from what Accounts the Extracts alluded to was taken. Further the document No. 132 or the Extract of the list of Enams entered in the year Chittrabhanoo Fusly 1232, shews as it appears, that the Plaintiffs posses 4 Cuttles of Enam

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Enam land in Tamerasa Village. An Original Account under this name was lodged in the record of the Collector in which it was distinctly stated that the Plaintiffs posses only 2 Cuttles in that Village and also it bears the seal of the then Collector. The Extract of the same was presented in No. 92 in the present suit as a document on behalf of the Collector, it appears astonishing that the Principal Sudr Ameen not instituting any enquiry as regards the said difference should have placed his entire reliance on the document presented by the Plaintiffs. The Collector begs however to observe as his opinion on the subject in question that it appears that Extracts were granted, Viz. on the 6th November 1816 for the document No. 131. and on 9th April 1824 for that No. 132. These Extracts were granted by Canapooraipoo Chelmiah the then Record keeper and bear his signature. The 1st Plaintiff gaining the friendship of the said Record keeper, and after his demise, of his son Seetaramiah who succeeded to that situation, by standing security to him (Seetaramiah) had caused some documents advantageous to his interest to be by means of those Record keepers, foisted into the record and obtained Extract from them and from some

some other documents of a spurious nature thro' their medium which machinations having afterwards come to light the said Sectaramier was at once dismissed from his situation. There can be little doubt then that the said Record Keepers, being under the influence of the Plaintiff had with an intent to deceive prepared false Extracts for the documents Nos. 131 and 132 for the benefit of the Plaintiffs and beguiling the then Collector got them signed and gave to the Plaintiffs - It cannot be doubted by the Court upon Examining the original documents lodged in the Collectors Record and the Extracts thereof that the Plaintiff had been having recourse to the practices above alluded to and that the documents adduced by them were not genuine. Under these reasons your Court will it is hoped admit that the documents presented by the Plaintiffs shewing that they posses 4 Cuttles of land in Tamerasa Village are void of any validity.

12. The Plaintiffs produced the documents Nos. 73-74-139-140-141. and 142 said to have been granted by the 2d Defendant From the evidence of the 6th and 7th Witnesses on behalf

behalf of the Collector it appears that the said documents cannot be considered as valid ones. Even supposing them to be genuine and that during the time the 2d Defendant was in possession of the Talook the 1st Plaintiff his maternal Uncle &c. having been under him in situations of influence and trust the Zemindar (2d Defendant) thro' favor towards the 1st Plaintiff had thro' in direct opposition to the standards percentage established during the management of the former Collector acted at his discretion as he pleased to the advantage of the Plaintiff. yet after the Talook was reattached, the Circar followed the same course as in during the former Aumany System. The documents said to have been granted in the intervening time, by the Zemindar cannot at all annul the force of the rules provided for the Aumany Management.

13. The Documents Nos. 124 and 125 being the Doombalah and permit for the produce, were granted by Pedderauze Kistnah 6th Witness on behalf of the Plaintiffs and Aumany Tanadar, in fusly 1229 and the circumstance of the Tanadar having submitted an Arzee to the then Collector representing that he issued orders to the effect that the said documents should not be enforced as noticed in Para 10.

of

of this Petition. Furthermore the said documents were granted on a date some months previous to that at which the Jamabundy Settlement for fusly 1229. was made by the Collector, consequently they must be considered inadmissible. As the documents Nos. 126 & 128 were the doombalas granted by the Tanadar for the years in which the produce was not resumed under sazy in consequence of the kyle or measurement of the produce belonging to the Plaintiffs not having varied from the Estimate made on the same they (the said Doombalas) cannot effect the percentage regulated with reference to the produce resumed under sazy by the Circar in the years in which discrepancies existed between the estimate and the measurement of the produce. It appears that the document No. 127 was many days prior to the date of the Jamabundy Settlement of Caumanapoody for fusly 1230. granted by the then Tanadar. The Collector during the Jamabundy Settlement finding that frauds had been committed with regard to the Sazy produce (as the kyle of the produce yielded in the Enam lands of the Plaintiffs in the said Village turned out to be in excess of the

the estimate of the same) caused the excess quantity of the produce of the said Enams, which was so found in the kyle to be resumed under sazy. This mode of process cannot be affected by the said document No. 127. It appears from the document No. 144 addressed to the then Collector on the 4th June 1821 by the 1st Plaintiff and one Kristniah before the conclusion of the said fusly that they admitted to the fact of the very Tanadar who was said to have granted the aforesaid doombala, having from the produce yielded in their lands included under sazy a quantity of 2—19—11 C. T. S. and caused only 1—5—" to be entered in the Account under Enam. Also from the Extract of the Jamabundy Dowle No. 121 of the said Village which the Plaintiffs had produced it appears that the aforesaid quantity of 1—5—" C. T. S. was retained under Enam. From this, it palpably appears that the Tanadar had according to Maamool granted the doombala No. 127 he soon after caused a certain quantity of produce to be included under sazy, that accordingly the Jamabundy Settlement was effected and that the doombala alluded to above is not a valid one.

11. The documents Nos. 121-122. and 123. were

Fort St. George 27th March 1845.

were the Extracts of the annual Double Accounts of certain Years. Of which in the Hijsab Account of Tameraca Village for fusly 1229 the quantity of the measured produce of the Enam lands of the Plaintiffs was in the first part inserted out of which a quantity of 11-3-9½ C F S was entered below the said Account as included under sary in consequence of the Kyle of Enam produce having exceeded the estimate by having had sary produce added to it. This Hijsab bears the initials of Mr. Russell. While it was so the Plaintiffs without taking an Extract for all the items written in the first and in the end of the said Account, regarding the produce of their Enam land, have received Extract only for the first part in which the entire produce was entered this the medium of the aforesaid the then record Keeper, and produced it in this suit and argue that no produce was resumed under sary in that Fusly. The Principal Suder Ameen not finding out the fraud above alluded to and giving weight to the documents Nos. 124 and 125 stated in his decree under a misconception that in the first instance the entire produce of the Enam was permitted and afterwards was forcibly resumed. In consequence of

Fort St. George 27th March 1845.

of the conspiracy practised by the Plaintiffs not having been fully found out by the Principal Sudr Ameen upon his enquiry, he was obliged to form his judgment in the said manner. But your Court can perceive that the Collector had no occasion to allow in the first instance the produce of the Enam lands to be taken and to resume it forcibly afterwards.

15 The Principal Sudr Ameen stated in his decree that it appears from the document No. 152 that the precentage fixed for the Enam produce of the Plaintiffs is at variance with the principles of justice. In the said document Mr. Roberts Collector caused to be written that if the Tanadar had forcibly entered or received any quantity of produce under the denomination of Surdoo from any Enam lands,

such.

such Lands should be exempted from the
percentage - The Tanadar did not forcibly
resume the produce from that of the Enam
lands of the Plaintiffs - In consequence of certa
instances in which the produce was found
exceed the estimate owing to the sary pro
being therein mixed during the Jamabu
Settlement in each year, the
Collector caused certa
quantity of produce to be
resumed under sary
and made the
Settlement

settlement accordingly. Consequently the per Centage
was fixed for the whole of the Enamdars in the
Villages of the said Purgunah as in the case of
the Plaintiffs according to that average - If
this standard per Centage is opposed to the
Ko-o-room adverted to above, the Collector
would have then only disapproved of the sys-
-tem of percentage.-

16 The Principal Sadr Ameens
states in his Decree that the Plaintiffs were
by the Documents Nos 64-67 and 68 produced
by the Plaintiffs in order to shew the cause of
their not having preferred the claim while the
undisturbed prevalence of the System of per Cent-
-age had been in force precluded from bringing
the suit for some time; that by some Arzees
presented by the Plaintiffs to the Collector it
appears that the former have appealed to the
latter on the subject and that the assertions of
the Collector as to why the Plaintiffs had neg-
-lected in bringing the suit was irrelevant.
The said documents refer to a suit which
arose between the Plaintiffs and Dasoo Joyy
Raoze regarding the Seetaunapully Village.

There

There appears no bar whatever from the d-
documents to the Plaintiff having brought the
complaint sooner in this case The Plaintiff
having delayed for a long time to bring the
suit in Courts, the Collector represented that
must be dismissed under Clause IV Section XV
Regulation II of 1802. The Collector sets no
reason why the not preferring Suit within 12 years
in the Court, is not a sufficient cause to render
it liable to be struct off the file notwithstand-
the assertion that some arzees had been presen-
-ed on the subject to the Collector by whom the
Standard System of per Centage was Establi-
-ed according to the principles of which the
Plaintiffs were continued to receive the s-
produce.-

17- In the Decree it was stated
that had the documents obtained by the Plain-
-tiff from the late Zemindars been cancelled,
it was incumbent on the 2nd Defendant (Zemindar)
to complain of the same to the Collector but that
he did not do so. The Second Defendant
representing by an Arzee to the Collector that
the Plaintiffs were not in possession of Cul-
of Cram Land in the Tamera-a Village, the
during the administration of his father Sola-

row the 1st Plaintiff and his forefathers having
been under his service, had now and then caused
these documents to be fabricated, but they were
not genuine) forwarded to the Collector certain
accounts in his Samastanam shewing that the
Plaintiff posses only 2 Cattles of Land in that
Village. These accounts were as stated in No 3
of Para. 11 of this Petition, forwarded by the
Collector thro' the Government Vakeel to the
Auxiliary Court for its perusal. It having
been understood that an order has been passed
by the Court to file the material documents
only the Collector caused to be produced cer-
-tain documents in his Office which were deem-
-ed necessary. Consequently the Accounts forward-
-ed by the said Zemindar were not then filed.
Moreover at the time when a communication from
the Collector to the Board of Revenue request-
-ing instructions to defend the original suit was
pending the 2nd Defendant represented to the
Board in their presence that the claim of the
Plaintiffs was an unfounded one and that
consequently instructions should be issued
to defend it. Under these circumstances your
Court can perceive that the 2nd Defendant (Zemindar)
did

did object to the documents obtained by the Plaintiffs. Further the Collector is, if the documents forwarded by the said Zemindar are required by the Court for perusal during their trial, ready to submit them to the Court.

18- In conclusion of this appeal Petition the Collector begs to state, in few words that it was fully proved by a number of documents lodged in the Collectors Office as well as those in possession of the Curnums and in the Zemindars Samastanam that the Plaintiffs possess only 2 Cutties of Enam land in Tamerasa Village. The documents produced by the Plaintiffs to prove that they possess 4 Cutties of land, are stated in the foregoing Paragraphs to have been fabricated by the 1st Plaintiff. They adduced no any proofs or precedents that they had brought under plough 4 Cutties of land and enjoyed the produce thereof eversince it was said to have been granted. During the time of the late Collector the Villagers pointing out the limits of the 2 Cutties of land, discribed in writing the other portion of land as being designated "Grama Samoodayam Beedoo". The Grounds on which the Court cannot find the evidence which was in opposition to the above, is not to be believed are stated in the foregoing Paras of this appeal Petition. While it is indespensable

indespensable for the Plaintiffs to produce Chakoonamah or paper shewing the limits of the Enam land, it may be referred that they did not possess the same since they have not produced them. The Plaintiffs have unlawfully for the recovery of 4 Cutties of land which they assert that they had possessed in the Tamerasa Village, inventing false documents in support of their claim. It was therefore erroneous on the part of the Principal Sudr Ameen to pass his judgment in this case awarding the 4 Cutties of land to the Plaintiffs. The standard per Centage Established for many Enams in the Villages of Vennacottah and Goodewadah had been continued during the time the said Purganahs were under Circar Zuft, as well as since they had become the Government property. In like manner the said Standard per Centage was applied to the Enam land of the Plaintiffs, but it was separately fixed for their land alone. The other Enamdars are only conforming to that system. In whatever manner the said system may have been continued as regards the Plaintiffs, thro the favor of the Zemindar towards the 1st Plaintiff and the influence he and his relations had under the Zemindar whilst the Estate was under the Zemindars hands, yet in consequence of the said Purganahs having come under the Management of the Circar at the close of Fusly 1205, it was considered necessary to reimpose the system, but the Plaintiffs having in that year taken possession of the produce during the

Fort St George 27th March 1845

the Management of the Zemindar it seemed improv-
-ticable to hold any proceedings as regards the said
produce, consequently all Goldingham the then Col-
-lector made the settlement from the commencement
of Fasly 1246 so that the standard per Centage should
be invariably observed as was done during the former
Amany Management and accordingly concluded
the Summabandy of fasly 1245 since that time the
system of per Centage had been continued to the
produce of the Cham land of the Plaintiff. This
also had been observed during the former Manage-
-ment of the Circar. The Plaintiffs argue that the
original Sunnads were burnt with their houses.
For this they filed the documents Nos. 135 and
149. altho it appears from these papers that the
houses of the Plaintiffs were burnt, yet it does
not manifest that they had professed the
Sunnads in the first place or that they were
burnt with the houses. It was not also proved
that the original documents were actually granted
by any one. The allusion of the Principal Sudr
Ameen in his Decree that the documents (fra-
-dulently produced) of the Plaintiffs are credible
and that the Public ones which the Collector caus-
-ed to be produced from his office are incredible
cannot be considered consistent with the principle
of

Fort St George 27th March 1845

of Justice. The invention of the document by the
Plaintiffs tends to their own advantage but it cannot be
considered that the servants on behalf of the Government
will fabricate such documents, from which they can
derive no advantage nor can it be believed that the Circars
servants had committed forgery in the documents lodg-
-ed in the Public record for Fasly 1207 in order to
defend a then unforeseen such which was advanced
in 1839. Further more, while no dispute regarding
the 2 or the 4 Cuttics of land in Tamarasa Village,
had arisen up to 1837 while no suit either for this
land or on account of the per Centage had been brought
to the Court until the year 1839 and while the suit
between the 1st Plaintiff and Dawson Jogyraugy
by which the Plaintiff assert that they were pre-
-cluded from bringing the present suit until the
same had been settled) was standing undecided
until the 3rd January 1831, while the execution of
that suit was subsequently postponed for 2 years
the acquisition of the document (Extracts of which
Nos 122, 130, 131, and 132 which the Collector repre-
-sented were invented by the Plaintiffs thro the
Medium of the record keeper and clandestinely foist-
-ed among the records and afterwards extract ob-
-tained from him as well as for those Nos 121-123-136-

149-

149. and 150 is a matter of surprise that they should have been obtained so long ago as from 1816 upto April 1824 during the time of the Record keeper named Heveparpoo Chelmiah. And further while the Plaintiffs argue that the original Sunnads &c were born with their houses in the month of Saistem of the year Dhata Corresponding to June 1816 while during that time the Cham was continued under them undisturbed, and while they were not at that time obliged to undergo the necessity of bringing any suit regarding them, it is highly astonishing that the Plaintiffs should obtain so many documents as those above alluded to, since the Month of October of the same year with the apparent foreknowledge that these documents will become useful for their future object. From this alone it may be evidently inferred that the Plaintiffs have with a fraudulent design of obtaining possession of a large piece of ground by a lawless claim, caused at the same time certain papers to be invented and fraudulently introduced among the records thro the aid of the said Record keeper and for fear lest the copies thereof could never be obtained in the time of another Record keeper obtained possession of Cutcherry thereof during the time of the very person H. Chelmiah Record keeper whose friendship they had obtained to effect the object in their view. It appears under the circumstances that the said documents as well as the several documents produced by them in this suit, are

not worthy of credit and that the decision of the Principal Sudr Ameen founded on his considering them as more credible ones than those produced by the Collector from the public records should not be sustained. The Collector further begs to state that he is ready to prove the fact of all the grounds stated by him in his appeal Petition, by several other documents lodged in the Public records of his Cutcherry besides those that have been already produced. Consequently he /Collector/ solicits that your Court will on taking the foregoing into mature consideration and instituting a fair enquiry into the record of the lower Court and the documents and evidences on behalf of the Collector, pass a Decree in his favor reversing the award passed by the Principal Sudr Ameen's Court so that the Costs of suit incurred on behalf of Government should be recovered from the Plaintiffs.-

Masulipatam Zillah,
Collr Circuit Cutcherry,
at Bezwarah 3rd March 1845.

/Signed/ R. J. Porter
Collector

Ordered that the following letter be sent in reply.-

45-46

To the Collr of Masulipatam

To The Collector in the Zillah of Masulipatam

Sir,

Para 1. I am directed by the Board of Revenue to acknowledge the receipt of your letter of

Fort St George 27th March 1845

of the 3rd Instant submitting copies of the Decree of the Principal Sudr Ameen in Suit No 1. 1843 and of the Draft of the Plaint which you proposed to file in Appeal.-

2. The Draft of the appeal Petition forwarded in your letter is of considerable length and contains an elaborate review of the judgment of the Principal Sudr Ameen and a running commentary upon the evidence given before him. The Board would observe that although in pleadings to be filed before an Appellate Tribunal it may be necessary to enter into such detail with a view of meeting all the arguments urged and objections taken by the lower Court, it is desirable that when such papers are sent up to the Board for submission to Government they should be accompanied by a short Memo giving an outline of the whole case and showing its more material points and the main ground of the proposed appeal. I am therefore directed to return to you the accompanying documents and to request that you will prepare such an abstract in respect to the present Suit, and that it be made a standing Rule of

*
Note
Two points which appear to the Board to require special notice in the present case are-
1st Whether the Cowle was given before or after the Permanent Settlement-
2d Whether the Plaintiffs hold the exact extent of land entered in the Checkbuny or whether they have encroached beyond those limits.-

Fort St George 27th March 1845

of your Office that a Precis of this description be henceforth always furnished to the Board in the case of all suits which may be submitted to them whether original in appeal where the pleadings may be of a voluminous character.-

Revenue Board Office,
Fort St George,
27th March 1845.

(Signed) T. Pycroft
Secretary

Read the following letters.

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

47

From the Collr of Masulipatam

Sir,

With reference to your letter of the 20th Ultimo, I have the honor to forward a Statement shewing the Quantity of Salt sold for Home Consumption and the amount of Sale from Fusly 1230 (1820/21) to 1252 (1842/43) inclusive, prepared according to the form received with the above letter.-

Masulipatam,
Collrs Cutcherry,
17th March 1845.

(Signed) R. T. Porter
Collr

Statement

4028- Fort St George 27th March 1845

Statement Shewing the Quantity of Salt sold for Home Co
-tion from Fusly 1230 to 1252 inclusive in the District of
Masulipatam

Fuslies	Quantity of Salt M.G.	M	M	Rate of Values per Garce CRs	Amount of Sale CRs	a	c	Remarks
1230	1478	3	1		103460	8	11	
1231	782	170	-		54769	12	-	
1232	726	130	-		50842	12	-	
1233	705	185	-		49382	6	-	
1234	877	305	-	70	61443	6	-	
1235	852	245	-		59682	14	-	
1236	680	55	-		47609	10	-	
1237	768	130	-		54178	11	-	
Total	6871	23	1		481369	15	11	
Average	858	352	1		60172	4	-	
1238	683	175	-		71760	16	-	
1239	437	145	-		45923	1	-	
1240	712	375	-		74858	7	-	
1241	591	210	-		62110	2	-	
1242	367	215	-		38591	8	-	
1243	340	110	-		35728	14	-	
1244	374	80	-		39291	-	-	
1245	436	15	-	105	45783	15	-	
1246	474	9	4		49772	8	2	
1247	427	130	-		44869	2	-	
1248	469	347	-		49336	1	5	
1249	529	170	-		55589	10	-	
1250	509	75	-		53464	11	-	
1251	508	108	6½		53368	9	-	
1252	538	280	-		56563	8	-	
Total	7400	45	2½		777011	15	7	
Average	493	136	2½		51800	12	9	

Masulipatam,
Coll.r Catcherry
17th March 1845

E E Fm

(Signed) R. J. Porter
Coll.r

4029. Fort St. George 27th March 1845.

To.

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

48

From the Sub Coll.r in Charge of Tinnevelly.

Sir,

I have the honor to acknow-
-ledge the receipt of your letter of the 20th
ultimo, and to forward, prepared according
to the form which accompanied it, a
Statement shewing the Quantity of Salt
sold in this District for Home consump-
-tion from Fusly 1230 to 1252 inclusive.—

Tinnevelly.
Trichendoor,
17th March 1845.

/Signed/ F. B. Elton
Sub Coll.r in Charge.

Statement.

Statement of Receipts March Quarter 1845

No. 1 Statement showing the Quantity of Salt taken off in home Consumption from July 1st 1844 to 31st December 1844 inclusive in the District of Tiverton

Number of Entry	Name of Vessel	Quantity of Salt.	Duties.
1230			
1231			
1232			
1233			
1234			
1235			
1236			
1237			
1239			
1240			
1241			
1242			
1243			
1244			
1245			
1246			
1247			
1248			
1249			
1250			
1251			
1252			

	Tons	cwt	qrs	lbs		
	1736	101	3½			
	2030	368	6½			
	2015	308	6			
	1820	098	1½	70	127469	2 6
	2098	206	4½		116896	3 2
	2358	104	6½		165079	1 7
	2149	125	6		157452	" 1
	2196	23	3½		154641	11 "
	16606	04	6½		1153729	1 2
					114881	2 6
	4719	187	½		1329044	1 6
	2080	137	3½		218436	1 8
	2.02	64	2½		210226	14 7
	1869	196	"		196296	3 "
	1744	340	"		183209	4 "
	1762	284	7		186084	12 "
	2.010	3	4		211050	14 8
	2.275	53	"	105	238838	14 8
	2.249	196	"		236196	3 "
	2.312	190	"		242809	14 "
	2.352	260	"		247025	10 1
	2.258	346	5		237181	" "
	2.413	378	3½		253462	5 3
	2.340	71	½		246718	10 8
	2.397	72	3		251702	16 11
	32.288	484	5½		3390336	13 11
Amount	2.152	237	7½		1260127	4 4

Examined

E. E. & Jas. Gilbert
Inland Revenue Office
17th March 1845

Entered

Fort St. George 27th March 1845.

Order on the two foregoing letters. Ordered to lie on the table.

(47-49)

Read the following letter

To

J. Pycroft Esqre

Secy. to the Board of Revenue

Fort St. George.

(50)

From the Actg Collr of Guntoor.

Sir,

Adverting to your letter of the 6th Instant, I have the honor to inform you that I have requested the Secretary to the Agrc. Horticultural Society to forward by Sea to Masulipatam, a further supply of Rattoons for trial in this District, and that I have requested the Collector of Masulipatam to take charge of, and send on to Guntoor the Cuttings so soon as they are received in his District.—

Guntoor Collr's Cutcherry 19th March 1845.

/ Signed / D. White

Acting Collector.

Order thereon.—

(50-51)

Ordered to be brought forward at a future day.—

Read.

Fort St. George 27th March 1845.

Read the following letters.

To

J. Pycroft Esqre

Secy. to the Board of Revenue

Fort St. George.

(52)

From the Actg Collr of Guntoor.

Sir,

Referring to the Proceedings of the Board of the 27th January last, with copy of an Extract from the Minutes of Consultation dated the 11th idem No. 57 regarding the disposal of certain Buff Accoutrements, I have the honor to state, that none of the description therein alluded to, are required for the use of the armed Peons and others on the Collector's Establishment in the Guntoor District.—

Guntoor Collr's Cutcherry 19th March 1845.

/ Signed / D. White

Acting Collector.

To

J. Pycroft Esqre

Secy. to the Board of Revenue

Fort St. George.

(53)

From the Collr of S. Dy of Arcot.

27th Jany. 1845.

Sir,

With reference to the Extract from the Proceedings of the Board of Revenue which accompanied a Copy of the order of Government and of the Extract from the Minutes of Consultation in the Military Department, I have the honor to inform

4033

Fort St. George 27th March 1815.

inform you that there are no armed Peons in this District of the description requiring the use of the Buff Accoutrements therein referred to.-

South Arcot,
Coll.rs Cutcherry,
Cuddalore,
19th March 1815.

/Signed/ W. D. Davis
Collector.

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

54
From the Coll.r of Tanjore.

Sir,

In reply to the Extract from the Proceedings of the Board dated 27th January, I have the honor to state that condemned Buff accoutrements are not required for the Public service of this District.-

Tanjore, Vellum,
18th March 1815.

/Signed/ H.C. Montgomery
Collector.

To J. Pycroft Esqr.
Secy. to the Board of Revenue
Fort St. George.

55
From the Actg Asst Coll.r in charge of Trichinopoly.

Sir,

With reference to the Extract from the Board's Proceedings dated 27th January last, and received to day, I have the honor to report for the information of

34

Fort St. George 27th March 1815.

of the Board that there are 117 Armed Peons employed in this District, of whom 15 only being stationed in the Hoozoor Cutcherry I beg to recommend that the Buff Accoutrements may be supplied only to them.-

Trichinopoly,
Collector's Office,
27th March 1815.

/Signed/ R. I Sullivan
Actg Asst Coll.r in charge.

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

56
From the Print.d Collector of Madura.

Sir,

In answer to the Board's proceedings of the 27th January, just received, with Copy of Minutes of Consultation No. 57 of the 11th

Idem.

Fort St. George 27th March 1845.

I dare, desiring to know if some condemned Buff Accoutrements can be used for the Armed Establishment, I have the honor to inform you, this body on the Marine Establishment consists of 31 men armed with bayonet and cartouch[illegible] and I should think might prove be very useful, but the supply would not save the Company any money as they are not in the habit of supplying such things.

Madura
19th March 1845.

/ Signed / J. Blackburne
Asst. Collector

Order on the five foregoing letters. Ordered to lie on the Record.

52-57

Fort St. George 27th March 1845.

Read the following letters.

To
J. Dyer Esqr.
Secretary to the Board of Revenue
Fort St. George.

Sir

58

From J. T. Bishop Esqr.
Collector of Bellary

Reporting that there is a large decrease in the sales of Salt for inland consumption and requesting that measures may be adopted for preventing the use of Earth Salt in Ceded Districts.

I have the honor to acknowledge the receipt of an Extract from the Proceedings of the Board of Revenue under date the 6th February accompanied by copies of letters from the Acting Principal Collector of Cuddapah and Collector of Bellary on the subject of the falling off in the sales of Salt in Bellary, for consumption in the Ceded Districts brought to the notice of the Board in my letter of the 8th November.

2. The sales of Salt for inland consumption up to the 6th February still exhibit a very large decrease in comparison with those up to the same date in the previous Fasly 1253. In Bellary alone there is a falling off in quantity of 90 Garces or Rupees 10,800, and in Cuddapah 102 Garces or Rupees 12,240.

3. As the loss of Revenue is so great with all five Months of the Fasly unexpired, I have deemed it necessary again to bring the subject to the notice of the

4038-

Fort St. George 27th March 1845.

62

Statement shewing the Quantity of White Salt in Store and ready to be Exported to Calcutta for the year 1844-45 at the undermentioned Depots in the Zillah of Nellore up to 15th March 1845.

(62)

No.	Names of Depots	North Latitude	Quantity of Salt permitted to be Exported in the year	Quantity already Exported	Quantity to remaining to be exported in the Current year	Quantity already stored and ready for exportation	Quantity remaining under Estimated heaps	Remarks.
1	2	3	4	5	6	7	8	9
			Md. Fds.	Md. Fds.	Md. Fds.	Md. Fds.	Md. Fds.	
1	Eskapilly	14	44,11,913	412,62,208	1,046,56,922	2,566,56,922	2,566	" "
2	Kistnapatam	14	10,1,09,137	1,330 " "	1,09,137	1,330,1,09,137	1,330	" "
	Total		2,28,268	1,742,62,208	1,046,1,66,060	696,1,66,060	696	" "

Nellore Collrs Cutcherry
15th March 1845

(62-63)

E E Wm / Signed / J. F. Bishop
Collector

Ordered to be sent for publication in the Fort St. George Gazette Statement.

1039 - Fort St. George 27th March 1845.

Statement of Salt for exportation to Calcutta from the Port of Covelong in the Zillah of Chingleput up to 11th March 1845

64

Quantity of Salt permitted to be exported	Quantity already exported	Quantity remaining to be exported	Quantity actually in Store ready for exportation on the Beach	Quantity ready in the Golams	Remarks
1843 Bengal Steamer 4,10,000	351,000	49,000	51,432	71,565	The Salt may be paid for at the Talook Treasury at Sydapet, near Madras or at the Custom House at Covelong as it may best suit the convenience of the Exporters

Chingleput District Collector's Cutcherry
Spiral Post 26th March 1845

E. E. Jr. / Signed / A. Frere
Collector

64-65 Order to Steam — Ordered to be recorded. — Statement

1040 - Fort St. George 27th March 1845.

66 Statement of Salt for exportation to Calcutta from the Port of Covelong in the Zillah of Chingleput up to 18th March 1845.

Quantity of Salt permitted to be exported	Quantity already Exported	Quantity remaining to be exported	Quantity actually in store ready for exportation on the Beach	Quantity ready in the Golams	Remarks
1843 Bengal Mounds 4,01,00	354,600	45,400	47,602½	68,443½	The Salt may be paid for at the Talook Treasury at Sydapet, near Madras or at the Custom House at Covelong as it may best suit the convenience of the Exporters.

Chingleput District Collector's Cutcherry
Spiral Post 26th March 1845

E E Jr / Signed / A. Frere
Collector

Statement

4041- Fort St. George 27th March 1845.

67

Statement shewing the Quantity of Salt sold in Store and permitted for Exportation at the Beach of Ennore from 17th to 23rd March 1845.

	Quantity of Salt permitted to be exported to Calcutta in 1844	Quantity already exported	Quantity remaining to be exported from Depôt during the year 1845	Quantity actually sold in Store at the Depôt ready for Exportation	Remarks.
	Bs Mds	Bs Mds	Bs Mds	Bs Mds	
Madras	193931	158210	35721	347654	Should the Salt at present sold be exported an allowance will be required to supply the Jail with Salt Rounds 12000
Penalty Salt shipped off to the Salt Chokies Bengal Measure				3774	
The Superintendent of Salt has stopped the Shipment of the application shipped				1811	
Jail in part of the application has already shipped				2880	
Bengal Measure				8365	

Madras
24th March 1845

E E Jr. Signed J. A. Hudleston
Collector

Order on the two foregoing Statements.

(66-68)

Ordered to be sent for publication in the Fort St. George Gazette.

Pd 8

4042 Fort St. George 27th March 1845.

Read again letter from the Acting Collector of Cuddapah dated 3rd and entered in Consultation 25th Instant

Ordered that the abovement-
-tioned letter be submitted with the following address.

69

To The Chief Secretary to Government

Sir,

To the Chief Secy to Government

Submitting a letter from the Acting Collector of Cuddapah on the subject of the amount of Batta or extra allowance to be paid to Vencat Row the Deputy Shirestadar in the Board's Office in consideration of his having been nominated to officiate as Head Shirestadar of Cuddapah during the absence of Appoo Row the present incumbent whose services were placed at the disposal of Mr. Walter Elliot under the sanction of Government for employment in Guntoor.

1.

I am directed by the Board of Revenue to request that you will lay before the Most Noble the Governor in Council the accompanying letter from the Acting Collector of Cuddapah on the subject of the amount of Batta or extra allowance to be paid to Vencat Row the Deputy Shirestadar in the Board's Office in consideration of his having been nominated to officiate as Head Shirestadar of Cuddapah during the absence of Appoo Row the present incumbent whose services were placed at the disposal of Mr. Walter Elliot under the sanction of Government for employment in Guntoor.

2.

The Acting Collector in the letter now submitted recommends that an allowance equal to 15 per Cent upon the monthly salary of the appointment in which he is acting should be granted to Vencat Row in

Sanctioned by Govt. Letter dated 27th March 1845 No. 1

Copy of Pd Shirestadar's Establishment & Pay as per Cuddapah Register dated 27th Septr. 1844

Fort St. George 27th March 1845.

in consideration of the onerous duties imposed upon him during the progress of the annual Settlement at the conclusion of which it is believed he suggests the reduction of 5 per Cent from Dale. Mr Cochrane further recommends the travelling allowance at the rate of 3 fanams for Bearer for every 10 Miles amounting to Rupees 23-7- should be allowed to Vencat Row

3. On referring to these records the Board observe that Government were pleased to resolve under date the 30th June 1826 that when the Shristadars of the Boards Cutcherry should be required to travel in the Provinces on public duty, he shall be allowed Batta at the rate of 8 7 8- per Mensem, on which scale sanction was granted for remunerating their Deputy Shristadar who was deputed to attend the Senior Member of the Board on his Tour thro' the provinces with the Right Honorable the Governor in the year 1829.

The Board further observe that in the event of native servants of Collectors establishments being summoned to the Presidency on public duty Government directed that they be allowed Batta equal to half their pay provided that such Batta shall on no instance be permitted to exceed 8 7 8- per Mensem.

@ 10 pa Ind Regs 52

Govt Sanction 5th June 1826 in Con 6th July 1826

Govt Sanction 5th January 1830 in Con 11th Do

From Govt to Board in Proc 8th Dec 1829.

Fort St. George 27th March 1845.

5. As the case above quoted would appear to be in point and analogous to that forming the ground of the present reference the Board beg to recommend that the specified allowance of Rupees 87 8- per Mensem being less than a Moiety of the Salary of the Deputy Shristadarship of this Office be allowed to Vencat Row during the period he may officiate in his present appointment in Cuddapah and that he may be permitted to draw the sum of Rupees 23-7- being the aggregate of travelling expences incurred in proceeding to that station from Madras.

Salary of Deputy Shristadar Rs 250 pa Mensem

Revenue Board Office
Fort St. George
27th March 1845

Signed J. Tycroft
Secretary

Read the following letter.

To
J. Tycroft Esqr
Secretary to the Board of Revenue
Fort St. George

70

From R. A. Brett Esqr
Sub Collector in
Charge of Salem

Original Summons for 2 Witnesses in a Civil Suit on margin

Sir,

I have the honor to forward 2 Documents required in your letter of the 11th Instant relative to the Annapolicum Jaghire

Salem Zillah
Collectors Cutcherry
13th March 1845

Signed R. A. Brett
Sub Coll in Charge

Three enter Enclosure and 2 in Canada

Ordered

4045.

Fort St. George 27th March 1845.

Ordered that the following letter be sent in consequence.

(70-71)

To

The Collector of

Madras.

To the Collector of Madras

Original Annexed
Copy in continuation on stone.

Sir,

I am directed by the Board of Revenue to transmit the documents specified on your letter of the 25th February last relative to the Annapollium Sanghum.

Revenue Board Office
Fort St. George
27th March 1845

Signed T. Pyce Jr
Secretary.

Read the following letter.

To

T. Pyce Jr Esqr.

Secretary to the Board of Revenue
Fort St. George

(72)

From W. D. Davis Esqr
Collr in the Ist Divn of Arcot

Sir

My Report on the Settlement of the Land Revenue for the expired Fasly having been dispatched prior to the receipt of your letter of the 27th Ultimo, I have the honor to state, for the information of the Board, that of the sum of Rupees 7000 advanced on account of Succavi for last Fasly Rupees

4046.

Fort St. George 27th March 1845.

Rupees 6994-4- were recovered within the year, and the remaining Rupees 5-12- were recovered and brought to account in August and September last.

2. The instructions contained in the letter under acknowledgment shall be duly attended to in future.

South Arcot
Collr's Cutcherry
Cuddalore
14th March 1845

Signed W. D. Davis
Collector.

To

The Secretary to the
Board of Revenue
Fort St. George

(73)

From N. C. Montgomery Esqr
Collector of Tanjore

Sir

I am instructed by your letter of the 27th Ultimo the cause of balances of Succavi, if any, will be stated in the future Annual Reports on the Settlement of this District. I have the honor to annex a Statement of the advances made in Fasly 1853 shewing the Collections within the Fasly, the balances at its close, and that by the end of October the total amount advanced had been fully recovered.

Tanjore
Vellum
18th March 1845

Signed N. C. Montgomery
Collr

Statement

4048

Fort St. George 27th March 1845

Read the following Letter

To

J. Dyroff Esqre

Secretary to the Board of Revenue

Fort St. George

(75)

75

Sir,

From the Collr. on the

Sth Dn. of Arcot

The date of sale

of the estate of Alliganattam

Mootah (20th April) fixed in your

10th March 1845 Letter falling on a Sunday, I

have the honor to inform you

that it has been altered

to 21st of that Month, on the

Copy

Fort St. George 27th March 1845.

Statement of Advances for Collection and Balances Thereof, for July 1203.

Names of Talooks	Names of Villages	Amount Advanced	Collection	Balance
		Rs. As. P.	Rs. As. P.	Rs. As. P.
Arnee	Allinattam	5	4	1
		2	2	
		1	1	
		1	1	
		1	1

4049 6/4 Fort St. George 27th March 1845.

Copy of the notice published by me.

South Arcot
Coll.rs Cuttack
Cuddalore
18th March 1845.

/Signed/ W. D. Davis
Collector.

15-6
Resolution thereon. The Collector is informed that a corresponding alteration has been made in the copy of the notification published in the Board's Offices.

Read.

S.G.B.

4077 Fort St. George 27th March 1845.

Read the following letter.

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

77
From the Collector of Tanjore

Sir,

I have the honor to forward for the information of the Most Noble the Governor in Council the annual Statements of the disbursements on account of the Negapatam and Combaconum Lunger khanahs for the year 1844 and to request that sanction may be procured for the disbursed amount, Rs. 933-8-6½.

Negapatam	442-9-2
Combaconum	490-15-4½
Total Rupees	933-8-6½

Rs. a p.
933-8-6½.

Tanjore
Vellum
15th February 1845

/Signed/ W. C. Montgomery
Collector

Report.

4078.- Fort St. George

No. 1. Report of the inmates of the Lazar house at Combaconum

Months	Number of persons in the Lazar House	Deduct: Number of persons dismissed	Deduct: Number leaving the Lazar house: Poor but not sick	Recovered from sickness	Still sick	No. of Deaths	Total
January	15	5	"	"	"	"	5
February	9	3	"	"	"	"	3
March	15	5	"	"	"	3	8
April	17	5	"	"	"	"	5
May	24	7	"	"	"	1	8
June	28	12	"	"	"	1	13
July	32	17	"	"	"	"	17
August	32	14	"	"	"	1	15
September	25	12	"	"	"	"	12
October	23	11	"	"	"	1	12
November	17	7	"	"	"	"	7
December	19	5	"	"	"	3	8
Total	256	108	"	"	"	10	118

7th March 1845

of the expenditure during the last 12 Months from January to December 1844

Remaining Inmates: Poor but not Sick	Recovered from sickness	Still sick	Total	Expenditure: For Food	Salaries of the hired servants	Total	Remarks
				Rs a p	Rs a p	Rs a p	
"	"	7	7	10 9 13/4	× 11 2 9 3/4	21 11 11 1/2	+ A native Dresser was appointed until re= lieved by the regular Dresser.
"	"	6	6	8 5 9 1/4	@ 11 8 "	19 13 9 1/2	
"	"	7	7	8 2 5 1/2	° 4 8 "	12 10 5 1/2	
"	"	12	12	7 11 9 1/4	# 5 8 "	13 3 9 1/4	@ Ditto Ditto
"	"	15	15	10 1 4 3/4	5 8 "	15 9 4 3/4	° The native Doctor was removed.
"	"	15	15	13 9 4 1/2	5 8 "	19 11 4 1/2	# Half a Rupee being increased to a Tollee.
"	"	15	15	16 10 5 3/4	5 8 "	22 2 5 3/4	
"	"	17	17	18 13 5 3/4	5 8 "	24 5 5 3/4	
"	"	11	11	13 5 10	5 8 "	18 13 10	
"	"	11	11	14 7 8	5 8 "	19 15 8	
"	"	10	10	9 13 3	5 8 "	15 5 3	
"	"	11	11	11 " 4 1/2	5 8 "	16 8 4 1/2	
"	"	138	138	142 11 "	76 10 9 3/4	219 5 9 3/4	

Amount of charges incurred for Medicines &c&c and for making a Bureau — 271 9 6 3/4

Total — 490 15 4 1/2

Signed/ H. C. Montgomery
Collector

Report

4079-

Fort St. George 7th March 1845

No. 2. Report of the inmates of the Lazar House at Negap and of the Expenditure during the year 1844.-

Months	Number of Persons in the Lazar House during each month	Deduct: Number of Persons dismissed according to orders	Deduct: Number leaving Poor but not sick	Deduct: Number of Persons the Lazar House Still sick	Deduct: Recovered from sickness	Deduct: Number of Deaths	Deduct: Total	Remaining inmates: Poor but not sick	Remaining inmates: Recovered from sickness	Remaining inmates: Still Sick	Remaining inmates: Total	Expenditure: For Food	Expenditure: Salaries of the hired servants	Expenditure: Total
												Rs a p	Rs a p	Rs a p
January	15	7	3	5	7	-	15	3	7	5	15	24 8 7	12 - -	36 8 7
February	15	4	2	9	4	-	15	2	4	9	15	24 8 8	12 - -	36 8 8
March	14	6	2	6	6	-	14	2	6	6	14	23 6 8	12 - -	35 6 8
April	17	5	5	7	5	-	17	5	5	7	17	21 12 8	12 - -	33 12 8
May	20	4	4	12	4	2	20	4	4	12	20	24 8 8	12 - -	36 8 8
June	17	2	2	13	2	-	17	2	2	13	17	25 2 7	12 - -	37 2 7
July	18	2	2	14	2	-	18	2	2	14	18	23 13 6	12 - -	35 13 6
August	16	3	2	11	3	-	16	2	3	11	16	24 12 10	12 - -	36 12 10
September	19	1	3	15	1	-	19	3	1	15	19	25 14 3	12 - -	37 14 3
October	19	-	2	17	-	-	19	2	-	17	19	28 10 10	12 - -	40 10 10
November	17	4	4	9	4	1	17	4	4	9	17	27 8 4	12 - -	39 8 4
December	16	4	4	8	4	1	16	4	4	8	16	23 13 7	12 - -	35 13 7
Total	203	42	35	126	42	4	203	35	42	126	203	298 9 2	144 - -	442 9 2

Negapatam
6th February 1845

/Signed/ P. Batchelor
Wn. Missionary

/Signed/ H. C. Montgomery
Collector

Resolution

4080- Fort St. George 27th March 1845.

Resolution thereon. Resolved that the foregoing
(77.78) letter with its enclosures be submitted
for the orders of the Most Noble the
Governor in Council with reference
In Cons. 17th June 1839 to the Resolution of Government dated
11th June 1839 No. 764.-

The Board recommend
that sanction may be granted for
the charges incurred in the year 1844
from the surplus Pagoda Funds of
Tanjore on account of the Sunger kha-
=nahs established at Nagapatam
and Combaconum amounting in the
aggregate to Rupees 933-8-6½.-

Read again letter from
the Acting Head Assistant Collector
in charge of Trichinopoly
dated 12th and Entered in Cons. 20th Instant.-

Ordered

081- Fort St. George 27th March 1845.

Ordered that the following
letter be sent in reply.-

(79)

To The Acting Head Asst. Collector
in charge of
Trichinopoly

To the Actg Head Asst Collr in charge of Trichinopoly

Sir,

I am directed by the
Cons. 23rd March 1845. Board of Revenue to acknowledge the
receipt of your Acting Head Assistant
Collector's letter of the 12th Instant
requesting instructions in respect to the
strict enforcement during the present
settlement of the rules of the revised
Hookumnamah sanctioned by the
Board on the 29th July 1844.-

2.- In reply the Board
desire me to inform you that as
the Hookumnamah in questions
does not appear to have reached
your District until the 9th August
last

Fort St. George 27th March 1845

last and until the cultivation sea
had been very considerably adva
it will not be necessary that its pr
=visions should be carried out, e
they may differ from those of
former Hoobunnamah, during
current settlement. You will
careful however that the term
of the revised Hoobunnamah
be made known to the ryots of
Your District before the cultivating
season now ensuing & that they be
rigidly acted up to in the Summ
=bundy of Fusly 1255.-

Revenue Board Office
Fort St. George
27th March 1845.

Signed T. Pycroft
Secretary

J.S.B.

Proceedings

Fort St. George 27th March 1845.

No. 80
Proceedings

Communicating orders on the case of Shoondoo Row Tahsildar of Iyempilly and Sham Row Tahsildar of Tencurray in the District of Madura and directing that some measures be taken to protect Vencata Row the suspended Tahsildar of Nellacottah from the treatment experienced by Shundoo Row and Sham Row.

In Cons. 25th March 1845.

Read letter from the Principal Collector of Madura under date 5th February 1845 submitting further correspondence with the Sub Collector on the Subject of Shoondoo Row Tahsildar of Iyempilly with precis of two cases against him as prepared by the Sub Collector and reporting that after inspecting these cases he has awarded to the Tahsildar all his arrears.

Read also letter from Princi
pal Collector 4th March 1845 forwarding
correspondence with Sub Collector in the matter
of Sham Row suspended Tahsildar of
Tencurray. Submitting abstract of the
two cases in which the Sub Collector has
given judgment against that individual
reporting that these decisions have been
reversed by himself on appeal and request
-ing final instructions respecting the
Tahsildar.

Read also letter from the
Principal Collector dated 11th March 1845. stating
that the Sub Collector expects to submit several
more decisions against Sham Row in the current
month and reporting his reversal of the last one
before

In Cons. 20th March 1845

Fort St. George 27th March 1845.

before him for extortion.

/ Here Enter Nos. 27-47-457 /

Para 1.

relate to the cases

From the Pc Coll: 17th inCons: 29th April 1844
From Do: 4th inCons: 20th June "
To Do: 25th June "
From Do: 26th July inCons: 8th August "
Board's Proceedings 8th August
From the Pt. Collector 31st August inCons: 19th Septr. "
Board's Proceedings 19th September "
From the Pc Coll: 24th Octr. inCons: 4th Novr.
To Do: 4th November "
From Do: 8th inCons: 18th November "
Board's Proceedings 18th November "
From the Pc Coll: 22d Novr. inCons: 12th Decr.
From Do 4th inCons: 20th March 1845
From Do 11th InCons: 20th Do "

The papers above recorded of the Tahsildar of the Shencurray and Tyempilly Talooks of the Sub Division of Madura which have already formed the subject of the correspondence noted in the Margin. The Board will first review the circumstances which have occurred respecting the Tyempilly Tahsildar.

2d.

Shoondoo Row Tahsildar of Tyempilly was suspended from his Office in April 1844 and on the 13th May was sent upon certain charges to the Criminal Court by which he was acquitted and released on the 25th July. On the 23d August, or one month afterwards, the Sub Collector appears to have referred to the Principal Collector for his opinion, as to whether Shoondoo Row should not be punished or removed from Office. for his conduct in the matter of a Complaint preferred against him by one

From Do 24th October inCons: 7th November 1844
To Ditto 5th December
From Ditto 5th February inCons: 20th March 1845

Fort St. George 27th March 1845

one Poosary Trimul Boyen. This complaint, it should be remarked, had already formed the topic of a previous reference from the Sub Collector to the Principal Collector and had been thrown out in consequence of the view taken by the latter so far back as the preceding March, or before the Tahsildar's committal to the Court or indeed his suspension from Office. In reply therefore to the Sub Collector's letter of the 23d August, the Principal Collector in his answer of the 27th Idem, directed that if there were no other case against the Tahsildar except that of Trimul Boyen, which had been already disposed of the Sub Collector should forthwith restore him to Office and issue to him all arrears of pay. No notice of this requisition appears to have been taken by the Sub Collector until the 10th October. Six weeks after its receipt and two Months and a half after the release of the Tahsildar from the Court. when, in reply to a second call from the Principal Collector, the Sub Collector stated, that several charges against the Tahsildar were under consideration, and that should the evidence fail to substantiate them Shoondoo Row would of course be restored and his arrears of Salary be paid to him. The grounds assigned in Mr Elliot's Letter for his continued suspension of the

5th October

Tahsildar

Tahsildar were exceedingly vague, and the Prin-
-cipal Collector in reply directed that he should
at once be reinstated in Office. his arrears of pay
being kept in deposit - and at the same time called
for certain papers and explanations which were
requisite in order to the formation of a correct deci-
on the several points mentioned in the Sub Collec-
-tors letter Mr Elliot requested that reference might
be made to the Board, who in reviewing the whole
correspondence approved of Mr Blackburne having
interposed in the matter but suggested that he should
himself call up and dispose of any cases which
might remain against the Tahsildar giving to that
Officer his arrears of pay when satisfied that there
was no further evidence to criminate him. The Board's
instructions were despatched to Mr Blackburne on
the 10th December, on the 14th that Gentleman comm-
-nicated them to the Sub Collector and called for
all the proceedings in which Dhoondoo Row was concer-
-ned. on the 30th this call was repeated. On the 31st Nov
the Sub Collector promised to make his report by
the 10th January: but failed to do so and was again
addressed on the subject by the Principal Collector on the 5th
and then, with a request that the papers might be forwarded
by

by return of Post, on the 25th On the 30th January or more
than 6 Months after the release of the Tahsildar by
the Criminal Court - the Sub Collector sent up two
cases stating that "the others had not been examined
but would be forwarded in the state in which they now
are." In neither of these cases does the Sub Collector
appear to have passed any decision - in both the Tahsildar
has been unhesitatingly acquitted by the Principal
Collector and his arrears of pay have consequently been
disbursed to him. The Board entirely approve of the
proceedings of the Principal Collector.-

3, The proceedings of the Sub Collec-
tor against Sham Row date from an earlier period
than those against Dhoondoo Row. This Officer then
Head of the Shencurray Talook was suspended on the
28th June 1843 - and after having been more than 8
Months under examination was forwarded to the
Provincial Court on ten distinct charges on the
8th March 1844 - the Sub Collector having at the
same time prepared in whole or in part fifteen
additional cases on which to arraign him, in
the event of his being acquitted on those already
sent to the Court. About the end of September Sham Row
was released by the Court. Five of the ten cases
on which he had been committed by the Sub-
Collector

collector were declared not cognizable by that Tribunal on two he was acquitted by the subordinate and on the remainder by the Sessions Court. On the return of Sham Row to his Talook the Sub Collector was proceeding, in his instance, as in that of Bhoondoo Row with additional charges, when, as in that case, it was suggested by the Board to the Principal Collector that he should himself call up and dispose of the remaining cases - a course which the Principal Collector forebore to adopt only on the assurance given him by Mr Elliot that the proceedings were far advanced towards completion and would be closed within a few days - At length on the 27th and 28th December three Months after the liberation of Sham Row by the Court and 20 Months after his original suspension Mr Elliot gave judgment against him in two cases, one in his revenue capacity under Regulation IX 1822, and one in his Magisterial under Regulation III 1819. The decisions have in both instances been reversed by the Principal Collector and as the Board think on very sufficient grounds

4 From Mr Blackburne's letter of 11th March 1845 it appears that one further case in appeal before him has also been reversed but that the Sub Collector proposes to submit

to

State Cor in Pl Coll's letter of 24th Oct 1844 in Cons: 4th Nov 1844

Letter 8th Nov 1844 in Cons: 18th Dec

to him several more cases against Sham Row in the Course of the current Month. The Board direct that any charges against Sham Row which may be before the Principal Collector on the receipt of these instructions may be at once disposed of on their merits, and should nothing unfavorable to Sham Row be elicited, that without further report to the Board, he may be immediately restored to Office - his full arrears of pay during his whole period of suspension be paid him - and all further proceedings upon such charges either against him or Bhoondoo Row be dropped forthwith.

The Board cannot close their

5

remarks on these cases without adverting to certain points in Mr Elliot's Proceedings which seem to them to require more particular notice.

The first point on which it

6

occurs to them to remark, is on the very vague and insufficient grounds on which Mr Elliot seems to proceed in suspending or holding under suspension his native Servants. This is indeed apparent from the very issue of his charges against the two Tahsildars in the present cases - each of them having been acquitted by the ultimate authority by whom the charges against him were cognizable -

whether

whether the subordinate Judge the sessions Judge or the Principal Collector and Magistrate. It is also very remarkably illustrated in his letter to the Principal Collector 10th October 1844, in which he adverts to the charges which were still under preparation against Dhoondoo Row. and on account of which he objected to restore that individual to his Office. In Para 2 of that communication Mr Elliot it will be seen refers to two cases both of which had already been disposed of. in Para 4 he says. "I regret to state that there exists some "suspicion that the fines levied in the Talook "are not faithfully carried to account." "A Petition "and Deposition on solemn affirmation have been given somewhat to that effect." "It has been verbally stated to me that the Police and Revenue duties are regularly rented by the Tahsildar to his Poysons." a most improbable Statement. Again Paras 5 and 6 a Petition is stated to have been given by one party and a deposition by another but the purport is not given in either case. "A Subscription (Para 7) it is deposed by one Katchemoattoo Pillay has been raised in behalf of the Tahsildar in certain Villages." and (Para 8) the earthwork

earthwork of the Iyempilly Rajah Veical has been declared to have been done by Coolies without pay. In all this there is nothing definite nor determinate. all is mere rumour and at best assertion. Yet these are the grounds given for the Sub Collector's reluctance to restore to Office a Man who had already been 6 months under suspension. from whose release by the Criminal Court to the date of Mr Elliot's letter more than two Months and a half had elapsed a period within which the truth or falsehood of some at least of the many charges hinted at in that communication might have been ascertained. The Board are the more led to refer to this letter because it will be perceived that the failure of all the cases against Dhoondoo Row is subsequent to his restoration to Office by the Principal Collector's Order on 17th October 1844. It must be evident that after Dhoondoo Row had been so long under suspension the Principal Collector would not have been warranted in keeping him longer out of his Office on the insufficient grounds above referred to.

6. The next point with which the

Fort St. George 27th March 1845.

the Board have been struck in the examination of the Proceedings now before them is the desultory manner in which the Sub Collector appears to have conducted his enquiries - every suspicion - every flying rumour all the Tahsildar's proceedings from the time of his appointment whether complained against or not would seem to have engaged his attention. Thus, not to mention the 24 cases against Sham Row Mr. Elliot in his letter to the Principal Collector 17th October 1844 states that "He has already discovered about 30 exceptionable cases disposed of by Dhoondoo Row during part only of 1843." Again in his letter of 21st November he states that "besides the several cases before alluded to he has examined some of the Police Proceedings of the Tahsildar Dhoondoo Row and that 64 of those already examined are certainly exhibitive of grofs neglect of duty &c." and subsequently in his letter of January 23 "The cases were ready for submission on the 10th Instant with the exception of one set of instances which will probably amount to 100 &c. The Board will not pause to enquire how after so wide and sweeping an investigation Mr. Elliot at the date of the Principal Collector's letter

Note
Dhoondoo Row appears to have been appointed about May 1842.

Fort St. George 27th March 1845.

letter of 4th March last had been enabled to make out two cases only against each Tahsildar and those of the most unsatisfactory kind - but they altogether object to the mode in which these enquiries are shewn to have been conducted as unfair to the accused themselves and productive of obstruction to the Public service - It is unfair to the accused because they cannot be expected to explain satisfactorily every item of charge which may be brought against them in so wide a circle of accusation, embracing apparently such minute particulars and it must be most inconvenient to the Public service because while an European Officer is so completely engrossed in this elaborate scrutiny into the conduct of one or two of his Native Servants it is evident that he can have but little leisure to devote to the discharge of his other duties. In enquiries of this description the Board have always directed that some few / not exceeding four or five / of those charges which appear to be the most important and to rest upon

Fort St. George 27th March 1845.

upon the strongest grounds may be selected for closer investigation - if these be proved it will be unnecessary to proceed with more - if they fail it may reasonably be presumed that the other and apparently weaker cases could not have been substantiated - The Board direct that this course be pursued by Mr. Elliot on all future occasions.

Enclosure in a letter from the Pt. Coll.r 26th July inclos: 8th Augt. 1844.

8. From the letter of the Sub Collector to the Principal Collector 20th July 1844 Para 4. it would seem that when the witnesses in the cases against Sham Row were examined he was not allowed an opportunity of crofs examining them - that on taking Sham Row's defence before committing him to the Court he was asked whether he wished to crofs examine the witnesses - which offer he accepted - and it would appear to have been the intention of the Sub Collector that in the event of Sham Row being acquitted by the Criminal Court the witnesses should be again summoned for crofs examination and the cases thus closed. It cannot however but appear extraordinary

Fort St. George 27th March 1845.

nos in the Pt. Coll.r letters 6th July inclos 8th August 1844.

extraordinary that Sham Row was not permitted to crofs examine these witnesses on their first delivering their testimony - and, not to dwell upon the hardship - upon the parties themselves of being thus a second time summoned from their Villages, it is evident that the effect of crofs examination will be very different according as it is made on the first examination of a Witness or after he has had an opportunity of comparing his testimony with that of his fellow witnesses in the case.

9. The last point on which the Board deem it necessary to remark is the great and altogether unjustifiable delay which has occurred in the disposal of the charges against these Tahsildars. Upwards of 8 months, it has already been seen elapsed between the date of Sham Row's suspension, and that on which he was committed to the Court. From his liberation by that tribunal to the date on which the sub Collector's proceedings in his case were submitted to the Principal Collector three months more were spent - and in the case of Dhoondoo Row more than double that period. The examination of

of the several cases sent up by the Principal Collector shows detailed instances of delay quite as unaccountable. Thus in case No. 1 against Dhoondoo Row. the Plaint seems to have been preferred on the 27th April 1844. the witnesses were all examined on the 5th August and the 1st Defendant the Tahsildar on the 16th of the same month. The Second Defendant the Zillahdar does not however seem to have been examined until the 30th January 1845 - altho as he was a Talook Officer his attendance might, it may be supposed, have been procured at any time. again in the first charge against Sham Row the case was investigated in December 1843: the Tahsildar's defence taken 8th March 1844 but no decision passed until the 27th December of that year.

10. That two Tahsildars should be suspended from their offices, should be subjected to the disgrace of being sent to a Criminal Court on charges which tried some by one + Indicial authority and some by another ○, have been pronounced to be altogether untenable, that after undergoing this ordeal they should again be exposed for the space of six

+ subordinate Judge
○ Sepsion Judge.

Dhoondoo Row released by Criminal Court 25 July 1844.
Acquitted by Pr Coll[r] + arrears of pay given him 5 July 1845.
Sham Row released by Criminal Court in Sept[r] 1844.
His Case not yet finally disposed of

six months to be harrassed with further investigations on most inadequate grounds.

+ Dhoondoo Row
○ Sham Row.

that they should incur one for six months, the other for nearly two years, the deprivation of their salaries and the anxieties of long protracted suspence are circumstances greatly to be regretted. Whilst these papers have been under their Consideration, the Board have further received intimation that Vencata Row Tahsildar of Nellacottah in the Sub division of Madura has been suspended pending the investigation of certain charges - thus making the third Head of Talook suspended by Mr Elliot in little more than 20 months. It is absolutely necessary that some measures be taken to protect Vencata Row from the same treatment which has already been experienced by Dhoondoo Row and Sham Row. The Board therefore beg to request that Mr Blackburne, whose attempts in the cases above adverted to, to bring the proceedings against those Tahsildars to a close have their full approval will keep himself informed of the measures in progress in the case of Vencata Row or of any other superior Native Officer who may be arraigned by the Sub Collector,

From Pr Coll[r] 6 March inCons 17 March 1845.

and

and will avail himself of the full powers of control vested in him by the Regulations to interpose at any time when the proceedings before his subordinate may appear unduly protracted. calling up the cases himself and deciding them on their merits or giving such instructions to the Sub Collector as may appear called for regarding them and thus prevent the recurrence of cases such as those commented on in the preceding para, cases fraught with suffering to the parties concerned, and prejudicial to the efficiency of the public service.—

Ordered that a copy of the foregoing Extract from the Board's Proceedings be transmitted to the Principal Collector of Madura who will Communicate copy to his Sub Collector.

Read the following letter from the Principal Collector of Madura returning Petition No. 1428 of 1844 bearing the Board's Endorsement of the 14th. of January last.—

81

Proceedings thereon,

From Pl. Collr. Madura 20th. March 1845 Para 1.

Here Enter 53.

In the Endorsement recorded on the petition which accompanies the foregoing letter the Principal Collector was called upon to furnish a report on the subject of Complaint therein set forth

set forth. Mr. Blackburne however in his present Communication has omitted to enter into any statement of the merits of the case merely submitting Copy of an Endorsement given by him on a petition stated to be a counterpart from the same parties.—

2. To enable the Board to judge of the correctness of the decision of the Principal Collector as stated in this Endorsement they request that he will be pleased to report more fully on the Circumstances detailed in the Plaint.—

Ordered that a copy of the foregoing Proceedings be transmitted to the Principal Collector of Madura.—

Order thereon,

Read again letter from the Principal Collector of Madura dated 8th. and Entered in Consultation 20th. Instant.—

Ordered that the abovementioned letter be submitted with the following address.—

82

To the Chief Secretary to Government.

Sir,

To the Chief Secty. to Government Submitting a letter from the Pl. Collr. of Madura reporting the institution in the subordinate Court 8th. and 20th. March 1845.

Para 1. I am directed by the Board of Revenue to forward for the consideration and orders of the Most Noble the Governor in Council the accompaning letter from the Principal Collector

Court of the Zillah of a suit against himself and others to recover possession of same land near the Madura Fort and recommending that he may be allowed to file an answer prepared by him and to defend the suit at the public expence.

Collector of Madura Reporting the institution in the subordinate court of the Zillah of a suit against himself and others - requesting permission to conduct the defence at the public expense and submitting Draft of the answer which he proposes to file -

2. In the Plaint the Plaintiffs it will be seen state that after the removal of the Walls of the Madura Fort certain plots of the ditch and glacis were sold and marked out to them under orders of the 1st Defendant the Principal Collector that after they had been put to a considerable expence in filling up the Ditch &c. and were on the point of building a house on the plot assigned to them they were dispossessed by the Principal Collector of part of the ground already granted them which was made over to other Parties. They therefore bring the present action for recovery of the ground and for the value of the building materials estimated at Rupees 30. -

3. In his reply the Principal Collector states that although tenders were invited for the ground to be levelled by throwing

throwing down the ramparts and filling up the Ditch of the Madura Fort, yet that the boundaries of the several plots were left for subsequent adjustment because the exact measurement could not be ascertained until the level was complete - that the Plaintiffs among others had certain plots of ground granted them upon these terms but that as the improvements of the Town proceeded, it became necessary, for the sake of giving due space for one of its principal outlets to throw back, each in his turn the portions of certain parties - and those of the Plaintiffs among the rest - The measurement reserved to each is however, the Principal Collector explains, the same as at first - the relative position the same - No portion has been better filled up than another - nor have the Plaintiffs sustained the smallest injury from the arrangement - The Principal Collector further

further states his willingness to take the whole responsibility upon himself, and prays that the other Defendants may be exonerated from all liability.

5. Under the explanation given by Mr. Blackburne - his proceedings would appear to have been productive of no loss or inconvenience to the Plaintiffs, and to have been dictated solely by a regard to the public accommodation. The Board therefore recommend - that the Principal Collector may be allowed to file the answer, the Draft of which is now submitted and to defend the suit at the public charge. -

Revenue Board Office
Fort St. George
27th. March 1845

(Signed) T. Pycroft
Secretary

Read

Read the following letter.

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

83

From the Pl. Collr. of Madura, ----- Sir,

In the last line of Office copy of my appeal decision of 1st. March in case of a Conviction of Sham Row by the Joint Magistrate there appearing an error of "under Section II Regulation V of 1827" instead of "under Section V Regulation II of 1827" - I presume there will be the same mistake in the copy sent to you in my letter of the 4th. Instant. -

Should it be so, I have the honor to request your correction, though a reference to the preamble of the decision will shew it to be a clerical error. -

(Signed) J. Blackburne
Principal Collector

Madura -
17th. March 1845

The Principal Col-
lector of Madura is informed that the
necessary alteration has been made in
the document referred to in the fore-
going letter. -

83-84

Resolution thereon,

Read

Fort St. George 27th March 1845.

Read the following letter.

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

85

From the Sub Collr in charge of Tinnevelly

Sir,

With reference to paras 3 and 4 of the collector's letter of the 18th October last No. 195 I have the honor to request the favor of your obtaining as before requested, the sanction of Government for the disbursement of arrears of pay due to the Sayer Establishment employed from the date of abolition of Sayer. The servants suffer much hardship in Consequence of their not having received any pay from 11th April 1844 to down to the present day. —

Tinnevelly
Trichindoor
15th March 1845

(Signed) F. B. Elton
Sub Collector in charge.

F.B.E.

Ordered

Fort St. George 27th March 1845.

Ordered to be brought forward
Order thereon.
85-86
at a future meeting.

Read the following letter.

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

87

From the Pro Coll. of Coimbatore.
Sir
Para 1.

Submits explanation on the subject of the claim of Mr Addis to a certain Pathway and also encloses a Plan of the ground.

I have the honor to acknowledge the receipt of Extract from the Proceedings of the Board of Revenue dated 2d January 1845, Enclosing Copy of Minutes of Consultation dated the 11th of December 1844 in reference to the claim of the Reverend W. B. Addis to a certain Pathway and directing me to furnish the information therein called for.

In reply I beg to submit

2.

for the information of the Board and for transmission to Government that the ground involved in the dispute was not obtained under any specific orders from Government. It was Perampoke land situated at the corner of one of the streets in the Town of Coimbatore, and was applied for by Messrs Addis and Lewis for the erection of a school room thereon in December 1840.

the

Fort St. George 27th March 1845.

the extent required being 60 feet by 40 or 2400 square feet the appropriation of which the late Principal Collector Mr. Drury permitted. Since the construction of the school room in 1841, the pathway contended for and which is coloured yellow in the accompanying Plan has existed and is used by the parties residing in the vicinity previous to which the whole ground was considered as the Village Common.

3. The Building itself occupies 819 Square feet and Mr. Addis is at liberty to make up, for the deficiency from the ground immediately close to the School on the South or West side, the application of which to his purpose will not be productive of any inconvenience to the Public: but Mr. Addis insists on shutting up the passage referred to by throwing a compound round the school to the inconvenience and annoyance of the Inhabitants, who most vehemently protest against his doing so. their right to it having existed for the last 4 Years without

4. Under these circumstances

at

Fort St. George 27th March 1845

as the claim of Mr. Addis appeared to be of a Civil nature, he was recommended to refer the matter to the Civil Court for adjudication.

5. I have to apologize for the delay in submitting this information earlier which has occurred from the difficulty of obtaining an intelligible plan of the premises.

Coimbatoor, Pr. Coll.
Office, March 5th 1845.

/ Signed / J. C. Wroughton.
Principal Collector.

87-88

Order thereon.

Ordered to be brought forward

Read again in Cons. 11th April

at a future day.

Read the following letter.

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

89

Sir,

From the Aj. Pr. Coll.
of Canara.
No. 182

Para 1. I have the honor to submit Statements of the Devastanum settlement of this Zillah for July 1253. A.D. 1843/44

2. The Increase and Decrease shewn in the statement No. 2 is the amount of the Estates situated in those Villages transferred from the Bekul Talook to Bantwal consequent of the change in the Division effected by the establishment of a new Peishcarship at Bettungady.

Princ. Coll. Cutcherry
On circuit, Belekery
13th March 1845.

/ Signed / E. P. Thompson.
Aj. Princ. Collector.
Summahundy

4108. Fort St. Geo

Summabundy and Kistbundy of the Devastanum Revenue in

Talooks.	Heads of Revenue				
	Amount of Melvasi Land	Amount of Wett Dhurmah	Amount of Kye Dhurmah	Amount of Grammy Dharmah	Amount Ta
1	2	3	4	5	6
	Rs. A P.	Rs. A P.	Rs. A P.	Rs. A P.	Rs.
Mangalore	3,942 0 4	1,177 10 11	33 6 7	" " "	283
Bekul	8,783 10 6	1432 3 2	" " "	" "	167
Buntwal	14,514 10 9	1,305 14 10	1,660 10 9	" " "	58
Codisy	11,015 6 8	3,965 3 3	2,258 8 5	" " "	343
Barcoor	11,420 7 8	3,936 3 7	1,296 12 5	" " "	41
Coundapoor	9,120 4 4	3653 9 2	2331 7 3	305 2 5	71
Honore	3365 13 7	1425 7 7	651 4 5	" " "	"
Ankola	1181 3 2	184 8 10	16 " "	" " "	"
Soopah	3433 10 5	180 " "	" " "	1458 " "	"
Sonda	10410 " 4	200 " 5	" " "	" " "	"
Bilghi	538 11 8	376 9 2	" " "	" " "	"
Total	777 25 15 5	18377 6 11	8248 " 10	450 10 5	1024

Print. Coll.r. Cutcherry On Circuit, Belekery, 13th March

Fort St. George 27th March 1845.

No. 92

Comparative Statement of the Quantum Returns of the Yields of Gunnies for Fusly 1253 Yr 1253.

Months of Shipment or Year	Total Number of Gunnies Received	1st Assortment Received	2d Assortment Received	3d Assortment Received	4th Assortment Received	5th Assortment Received
		1st Assortment 2d Assortment 3d Assortment 4th Assortment 5th Assortment				
		Fusly 1252				
January 1844	1,44,94	59,765	2,59,538	1,44,12	11,403	4,417
February 1844	1,49,44	59,765	2,59,538	1,44,12	11,403	4,417
March 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
April 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
May 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
June 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
July 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
August 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
September 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
October 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
November 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
December 1844	1,36,052	54,421	2,38,723	1,36,052	10,581	4,417
1 2	16,78,810	6,71,524	29,48,066	16,78,810	1,30,562	54,544

Signed

Countersigned

Resolution thereon.

(89. 90)

The transmission of those statements of the Devastanum settlement in Canara may be dispensed with in future- any points connected with the settlement of those lands which may call for remark may be noticed in the general report on the settlement of the District-

Read again letter from the Collector of Malabar dated 23d. November and entered in Consultation 9th. December 1844 and another from the Acting Principal Collector of Canara dated 24th. Ultimo and entered in Consultation 10th. Instant-

Ordered that the above mentioned letters be submitted with the following address-

To.

(91)

To The Chief Secretary to Government.

Sir,

With reference to the Extract from the Minutes of Consultation dated 13th June 1844 No. 575, I am directed by the Board of Revenue to request you will lay before the Most Noble the Governor in Council the accompanying letters* from the Collector of Malabar and Acting Principal Collector of Canara, transmitting statements shewing the number of revenue servants holding landed property in their respective Districts from which the accompanying abstracts have been framed in this Office-

2. From abstract A it will be seen that the total number of revenue servants holding lands in Canara is 379; that the Rewaz Hootawally or value of the produce of the lands held by them is Rupees 8126-15-0 and that the total amount of assessment payable by them is Rupees 52358-6-7½ from the lands in Canara being for the most part unsurveyed, the extent of the several holdings cannot be ascertained-

3. In Malabar the Collector states that the total number of Revenue and Police servants is 344, of whom not less than 222 hold or have an interest in lands situated in that District;

but

To the Chief Sect. to Government

Submitting with reference to the Extract from the Minutes of Consultation dated 13th June 1844 letters from the Coll.rs of Malabar & Canara transmitting statements shewing the number of Revenue Servants holding landed property in their respective Districts & stating that of the orders of the Honorable Court "that the holding of land ought to be a disqualification for Revenue Employment within the District in which such lands is held" be enforced in those Districts, it will be productive of much inconvenience & embarrassment to the Public service-

* 2nd. Instant
* 27th. February
and 1st March 1845 Received 1844.

A & B

4112

Fort St. George 27th March 1845

And the statement hereunto annexed by the Collector of Canara under the details of the following Servants, Slaves and Cattle, is a correct return of all persons claiming to be entitled to Abstract B Exemption from the payment of Assessment on account of Service under Government, and of the Lands held by them, rent free, in the Collectorate of Canara, for the Fasly year 1218 corresponding with the year 1808 of the Christian Era.

2. That the Lands specified in the said Statement are actually enjoyed by the persons to whom they have been granted, and that they are not alienated in any manner whatever.

3. That the Lands specified in the said Statement were granted for the Services of the Individuals therein named, and that they are not granted for the Services of any other persons.

4. That the Lands specified in the said Statement are not granted for the Services of any persons who have been dismissed from the Service of Government.

5. That the Lands specified in the said Statement are not granted for the Services of any persons who have been convicted of Crimes.

6. That the Lands specified in the said Statement are not granted for the Services of any persons who have been convicted of Crimes.

7. That the Lands specified in the said Statement are not granted for the Services of any persons who have been convicted of Crimes.

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397. That the Lands specified in the said Statement

4114

Fort St George 27th March

D

Malabar.

Number of Servants	Property acquired by the individual subsequent to his employment under Government.-	Extent of Title	Amount of assessment	Total Extent of Title	Total Amount of Assessment
			Rs a p		Rs a p
			: :		
453		11,030 1 7	409 13 7	11,390 3 5	4,081 4 4
91		91,320 13 5	3,704 8 6	2,79957 8 5	9,993 2 4
140		102351 5.	4,112 6 1	39,347 11 10	14,074 6 8

Kattyore

District

Total

4,493.69 . 10 18,188 12 9

4,371278 5 10 13697 10

4115

Fort St George 27th March 1845

Read the following letter.

To. J. Sycroft Esqre

Secretary to the Board of Revenue

Fort St George

92

92

Sir

From the Collr of Malabar. 13th March 1845

I have the honor to transmit herewith copy of a letter from the Officer commanding the 45th Regiment N. I. and request to be favored with the Board's instructions as to whether or no the carpets therein alluded to, are under the orders of Government

10th June 1841.

circulated with the Board's Proceedings dated the 25th June 1840. entitled to be passed duty free.-

Calicut. 15th March 1845.

(Signed) H. V. Conolly

Collector.

To The Collector of

Malabar

Sir,

The Manager here stating that he has received directions from you to levy duty on 141 Carpets brought here the day before yesterday by private Patcheaprah, I have the honor to acquaint you that the above carpets have been brought on account of the Equipment of the Regiment and also to request that you will allow some more Carpets for the same purpose now on their way from Salem in charge of Havildar Maarcemootoo to pass free.-

Cannanore. 13th March 1845.

(Signed) J. E. Williams Lt Colt

Commanding 45th Regt N. I.

Resolved

Resolution thereon.
92-93

Resolved that the foregoing letter be submitted for the orders of the Most Nble the Governor in Council with reference to the Extract from the Minutes of Consultation dated 5th July 1844.—

In Cons. 8th July

Read the following letter

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

94

From the Collr of Madras.

I have the honor to acknowledge the receipt of your letter under date the 17th Instant and to report, for the information of the Board of Revenue, that it is not shewn by the records of this Office that prior to the passing of Regulation I of 1813, any import duty, as distinguished from an excise or special duty, was levied upon Spirituous liquors here on their being imported by land into the Presidency Collectorate. If an import duty were actually leviable on such Liquors under either of the two Sayer Regulations referred to in the letter under acknowledgment, there can be no doubt that a specification of the rate would have appeared in the list of Articles proposed

to

to subject to the payment of duty under Regulation III of 1812 submitted to the Board by the then Collector of Madras with his letter of date the 12th July 1812.—

Madras 25th March 1845.
Order thereon.
94-95

(Signed) J. A. Hudleston
Ordered to be recorded. Collector

Read the undermentioned Statements

From the Collector of Masulipatam. Statement of Contingent charges not exceeding 20 Rupees each incurred for the Quarter ending 31st December last.
96

From the Collector of Masulipatam. Statement of contingent charges not exceeding 20 Rupees each incurred in the Magisterial Department for the Quarter ending 31st December last.—
97

From the Collector of Malabar. Statement of Contingent charges not exceeding 20 Rupees each incurred for the Quarter ending 31st December last.—
98

Order on the 3 abovementioned Statements. Resolved that the necessary orders be passed.—
96-99

Read the undermentioned Statements.

From the Collector of Vizagapatam. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.—
100

From the Actg Collector of Rajahmundry. Statement shewing the quantity of Salt sold from 1st to 15th March 1845.
101

From the Collector of Masulipatam. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.—
102

From the Actg Collr of Guntoor. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.—
103

From the Collector of Nellore. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.—
104

From the Collector of Chingleput. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.—
105

From

106
From the Asst Collr in the Nth Divn of Arcot ... } Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.

107
From the Pr Collr of Madura. Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.

108
From the Collr of Tinnevelly:- Statement shewing the Quantity of Salt sold from 1st to 15th March 1845.

109
From the Asst Pr Collr of Canara. Statement shewing the Quantity of Salt sold from 16th to 28th February last.

100-110
Order on the 10 abovementioned Statements. Ordered to lie over.

Read the undermentioned Registers.

111
From the Collr of Nellore.. Registers of Endorsements passed by him on Petitions referred by the Board for the Month of December last.-

112
From the Collr of Nellore. Register of Endorsements passed by him on Petitions referred by the Board for the Month of January last.-

113
From the Collr of Chinglepat.- Register of Endorsements passed by him on Petitions referred by the Board for the Month of February last.-

114
From the Asst Hr Asst Collr in charge of Trichinopoly ... } Register of Endorsements passed by him on Petitions referred by the Board for the Month of February last.-

111-115
Order on the four Abovementioned Registers. Ordered to be lodged in the Office.-

Resolved that the following Letters be dispatched.-

To

To The Chief Secretary to Government

Sir

116
To the Chief Secy to Government.

I am directed by the Board of Revenue to submit the accompanying Statements of Batta payable to a Goomastah and four Peons of their Establishment who are in attendance on Mr W. Elliot 3rd Member of the Board on deputation to Guntoor, signed by that Gentleman, and to request that Sanction may be granted for the amount being Rupees 49-10-11.-

Goomastah	For January 1845 -- 14-5		
	For February -- 28--	28-14-5	
Peons	For January 1845 -- 3-4-6		
	For February " -- 17-8-"	20-12-6	
	Total -	49-10-11	

The Board also recommend that Mr Elliot may be authorized to draw Monthly 2 from the Treasury of the Collector of Guntoor the Batta to which these Servants are entitled, and to submit for Sanction a Bill for the total amount drawn on this account at the close of his Commissions.-

Revenue Board Office
Fort St George.
27th March 1845. - - -

(Signed) J Pycroft
Secretary

A.

Fort St George 27th March 1825

A

No 120

A Bill for Monthly Batta to Sutchman Rao 2nd Head Goomasta of the Board of Revenue who proceeded to Guntoor on Public Duty with the Commissioner Walter Elliot Esqr

		Amount
For 1 day Dist 31st January 1825 the day he left Madras for Guntoor at the rate of 28 Rupees pr Mensem		CR 1 0 0
		" 14 5
Monthly Batta for whole of the February 1825		28 - -
	Total	28 14 5

Company's Rupees Twenty eight annas fourteen and five fives

Commissioners Office, Guntoor 24th March 1825

(Signed) Walter Elliot
3d Member of the Board of Revenue on Deputation

EE pr

No 121

Fort St George 27th March 1825

B

The Honorable Company - - -

Fort St George 27th March 1845

To The Chief Secretary to
Government

Sir,

117

To the Chief Secy to Government }

With reference to the orders of Government dated 19th April 1842 No 496 conveying authority for the purchase of Native Almanacs for distribution to such heads of Offices in the Revenue Department as might require them, I am directed by the Board of Revenue to state that 28 Copies have been purchased and supplied as noted in the Margin.

Ganjam for the year 1844-	Tamil Copies	Telugu Copies
Vizagapatam	2	
Rajahmundry	1	
Masulipatam	1	
Guntoor	1	
Nellore	2	
Salem	2	
Bellary		2
Chingleput	1	
South Arcot	3	
Tanjore	3	
Malabar	3	
Canara	2	
Madras	1	
Office of the Board of Revenue	1	1
Total Copies	14	14

The Board recommend that sanction may be granted for the charge incurred on this account amounting to Rupees 28 being at the rate of 1 Rupee per Copy.-

Revenue Board Office, ...
Fort St George 27th March 1845. }

(Signed) T. Pycroft
Secretary

Resolved that the following letter be dispatched.-

118

To Jo. The Collector of Chingleput.-

Sir,

To the Collr of Chingleput - -
No 1482 of 1844
No 361 of 1845-

I am directed by the Board of Revenue to forward to you the accompanying Petitions from P. Canagaroy Moodelliar the Mortgagee of the Shotriem Village of Croongaulore Cottah in Manemungalum Talooke in your Zillah, and to request that you will be pleased to report briefly on the subject to which they relate.-

Revenue Board Office, ...
Fort St George 27th March 1845- }

(Signed) T. Pycroft.
Secretary

To

Fort St George 27th March 1845

To The Collector in the Zillah of
Chingleput

Sir

119

To the Collr of Chingleput -
Br No 137 of 1845
Govt 327

I am directed by the Board of Revenue to forward to you the accompanying Petition from Bahader Khan a Trooper of the 6th Cavalry, with the orders of Government thereon of date the 25th Instant and to request you to report regarding the particular nature of the Enam to which it relates, and whether there is any objection to Petitioners claim being referred for decision to the Civil Courts.-

Revenue Board Office, ...
Fort St George 27th March 1845- }

(Signed) T. Pycroft
Secretary

To The Acting Head Assistant Collector
in charge of Trichinopoly

120

Sir

To the Act Hd Asst Collr in Charge of Trichinopoly.
No 256 of 1845

I am directed by the Board of Revenue to forward to you the accompanying Petition from Appah Goorooval Meraf Sidar of Narenjalacoody in Lalgoody Talooke in your Zillah and to request that you will be pleased to report briefly on the subject to which it relates and the particular grounds on which the Land claimed by Petitioner has been determined to belong to the Pagoda.-

Revenue Board Office, ...
Fort St George 27th March 1845- }

(Signed) T. Pycroft
Secretary

To

To The Principal Collector of

Sir,

Coimbatore

(121)

To the Pl Coll: of Coimbatore . . .

Nos 209-210-211-212-213- of 1845-

I am directed by the Board of Revenue to forward to you for such notice as they may appear to deserve the accompanying five Petitions from certain Ryots of the Neilgherry Talook in your Zillah.-

Revenue Board Office. . . . .
Fort St George 27th March 1845.

(Signed) J. Pycroft
Secretary

To The Accountant General

Civil Auditor and
Acting Sub Treasurer
Committe for passing contingent Charges.-

Gentlemen.

(122)

To the Accountant General, Civil Auditor, and Actg Sub Treasurer . . .

With reference to the orders of Government of the 1st June 1841 published in the Fort St George Gazette of the 8th of that Month. I am directed by the Board of Revenue to forward the accompanying Bills of Contingent charges incurred in this Office for the Month of February last amounting to Rupees 19-3-- and to request that they may be passed and returned.-

Revenue Board Office. . . . .
Fort St George 27th March 1845.

(Signed) J. Pycroft
Secretary

(123)

Received the undermentioned miscellaneous letters and Statements.-

From the Accountant General. Indent on the Commissary General for certain Articles required for the use of his Office

(123-124)

Order thereon

Ordered that the original Indent be passed and returned.-

From

(125)

From the Coll: in the Sn Dn of Arcot. Abstract of Demand Collection and Balance for the Month of February last.-

(126)

From the Actg Pl Coll: of Canara. Abstract of Demand Collection and Balance for the Month of February last.-

(127)

From the Coll: of Chingleput. Abstract of Demand Collection and Balance for the Month of February last.

(128)

From the Actg Coll: of Guntoor. Abstract of Demand Collection and Balance for the Month of February last.

(129)

From the Pl Coll: of Madura. Abstract of Demand Collection and Balance for the Month of February last.-

(130)

From the Actg Coll: of Rajahmundry. Abstract of Demand Collection and Balance for the Month of February last.

(131)

From the Coll: of Vizagapatam. Abstract of Demand Collection and balance for the Month of February last.

(132)

From the Coll: of Vizagapatam. Statement shewing the average Bazar whole sale prices of Grain and Salt for the Month of February last.

(133)

From the Coll: in the Sn Dn of Arcot. Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of February last.

(134)

From the Actg Pl Coll: of Canara. Statement shewing the average Bazar whole sale prices of Grain and Salt for the Month of February last.

(135)

From the Coll: of Chingleput. Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of February last.

(136)

From the Actg Coll: of Guntoor. Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of February last.-

From

137 From the Fort Coll.r of Madura. Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of February last.-

138 From the Asst Coll.r of Rajahmundry. Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of February last.-

139 From the Asst Fort Coll.r of Canara. Return of fines imposed and stoppages made from the pay of the Public Servants for the 2uarter ending 31st December last.-

140 From the Asst Fort Coll.r of Canara. Return of alterations that have occurred in the list of fines and stoppages for the 2uarter ending 31st December last.-

141 From the Asst Fort Coll.r of Canara. Return of Public Servants suspended and dismissed for the 2uarter ending 31st December last.-

142 From the Fort Coll.r of Coimbatore. Return of fines imposed and stoppages made from the pay of the Public Servants for the 2uarter ending 31st December last.-

143 From the Fort Collector of Coimbatore. Return of Public servants suspended and dismissed from Employment for the 2uarter ending 31st December last.-

144 From the Fort Coll.r of Coimbatore. Stating that there are no returns of alterations that have occurred in the list of fines and stoppages and of Persons confined in Jail and casualties and Revenue Defaulters released for the 2uarter ending 31st December last.-

145 From the Asst Collector of Ganjam.- Acknowledging the receipt of Printed forms of Bills &c.-

From

146 From the Asst Coll.r of Guntoor. Return of persons charged with offences under Regulation IX of 1822 for the Month of February last.-

147 From the Asst Coll.r of Guntoor. Stating that there has been no cases of Village Officers suspended or dismissed under Regulation VI of 1831 during the Month of February last.-

148 From the Collector of Masulipatam. Salt and Money account Current for the 2uarter ending 31st December last.-

149 From the Collector of Nellore. Return of Village Moonsiffs suspended and dismissed for the Month of January last.-

150 From the Coll.r of Nellore. Acknowledging the receipt of 500 Salt Rowanahs.-

151 From the Coll.r of Nellore. acknowledging the receipt of 5400 Salt Rowanahs.-

152 From the Coll.r of Nellore. Statement shewing the 2uantity of Salt in store and ready for exportation on account of the Chittagong Indent for 1844/45 at the Ports up to 15th March 1845.-

153 From the Coll.r of Nellore. Reporting that there were no cases of persons charged with offences and of persons in confinement under Regulation ~~IX~~ of 1822 during the Month of February last.-

154 From the Asst Hd Asst Coll.r in charge of Trichinopoly - - - } Return of persons suspended and dismissed under Regulation VI of 1831 for the Month of February last.-

155 From the Asst Hd Asst Coll.r in charge of Trichinopoly - - - - - } Stating that the return of Persons charged with offences and of

Fort St George 27th March 1845

of Persons in confinement under Regulation IX of 1822 for the Month of February last are not sent there being no entry to make-

156 From the Sub Collr in charge of Tinnevelly - } Return of Persons charged with offences under Regulation IX of 1822 for the Month of January last-

157 From the Sub Collr in charge of Tinnevelly - } Return of persons suspended and dismissed under Regulation VI of 1831 for the Month of January last

158 From the Collr of Tinnevelly - Acknowledging the receipt of 8008 Salt Rowannahs-

J. B. Dring

" A. Maclean

" Boddingham

Compd
J. G. Boyle

Fort St George March 1845-

Diary

27th March Sent the following letter.

1 To the Chief Secretary to Government-

To the Chief Secretary to Government -

Sir,

I am directed by the Board of Revenue to submit the accompanying return of the sale of Salt for the 2d half of the Month of February last prepared in the form prescribed in the letter from the Government of India dated 6th April 1844. received with the Extract from the Minutes of Consultation of Government under date 19th Idem.

Revenue Board Office
Fort St George
27th March 1845

I have the honor to be
Sir
Your most obedient
humble Servant
(Signed) J. Pycroft
Secretary
Comparative

4130

Fort St George — March 1845.

Half Monthly

Comparative Statement shewing the Quantity of Salt sold, its price per Maund and the proceeds realized from its sale in all the Maratime Districts under the Madras Presidency.

	16th to 29th February 1844.			16th to 28th February 1844		
	Quantity of Salt	Rate of Price per Indian Maund	Amount	Quantity of Salt	Rate of price per Indian Maund	Total
	Maunds Chittacks	Rs a P	Rs a P M Rs	Chittacks	Rs a P	Rs a P
Ganjam	155433 0	" " 14 "	136001 2 6	23229 9 "	1 " "	23229 3 8
Vizagapatam	7713 10 "	" " 14 "	6749 6 "	4433 5 "	1 " "	4433 4 "
Rajahmundry	26847 20 "	" 14 "	23491 9 "	8220 " "	1 " "	8220 " "
Masulipatam	4642 20 "	" 14 "	4062 3 "	23937 " "	1 " "	23937 " "
Guntoor	31038 12 "	" 14 "	27158 8 2	15318 " "	1 " "	15318 " "
Nellore	25544 28 "	" 14 "	22351 9 10	23400 12 "	1 " "	23400 4 10
Chinglepat	25903 20 "	" 14 "	22663 9 "	17241 " "	1 " "	17241 " "
North Division of Arcot	2163 " "	" 14 "	1892 10 "	24312 20 "	1 " "	24312 "
South Division of Arcot	5942 288	" 14 "	4412 6 "	11997 24 "	1 " "	11997 9 8
Tanjore	21591 " "	" 13 11	18742 2 "	17527 20 "	1 " "	17527 8 "
Madura	11853 " "	" 14 "	10371 6 "	8584 20 "	1 " "	8584 8 "
Tinnevelly	8929 20 "	" 14 "	7813 5 "	8626 20 "	1 " "	8626 8 "
Canara	19325 28 "	" 14 "	16910 " 5	20690 16 "	1 " "	20690 7 "
Malabar	27391 24 "	" 116 124/100	20081 15 8	23996 " "	1 " "	23996 " "
	364 234 "	28 214/100	62 8 "			
Madras	5599 20 "	" 14 "	4899 9 2	4574 " "	1 " "	4574 " "
Total	239994 3 12		205265 7 9	214256 26 "		214256 13 2
				239994 3 12		205265 7 9
			Net Decrease	25737 17 12		8991 5 5 Net Increase

AH

Fort St. George 31st. March 1845

At a Meeting Present

Monday 31st March 1845

G. D. Drury, Esqre. Senior Member
A. Maclean, Esqre. Second Member
and
J. Goldingham, Esqre. Acting Third Member

Minutes of the last meeting read and approved.

2

From the Chief Secy to Government

Read the following Extract from the Minutes of Consultation under Dated the 12th Instant.

Read again letter from the Secretary to the Government of India Dated 14th December 1844, and recorded in Diary to consultation 7th February 1845.

Read also the following letter from the Secretary to the Government of Bombay.

Para 1 / Here Enter 19th February 1845 No. 850 /

It appears from the foregoing letters that it is not the practice either in Bengal or Bombay to use stamped paper in transactions between the Government and individuals the most Noble the Governor in Council resolves therefore to instruct the Board of Revenue and the Superintendent

Fort St. George 31st March 1845.

Superintendent of stamps in reference to their letters dated respectively the 16th September and 4th October 1844. to issue all Sea Custom Rowannahs and Certificates for Duty paid on the Frontier of Native states hence forward on the plain paper.

Intimd 12th Novr 1844.

2 The Superintendent of Stamps will comply with the application for a supply of Sea Custom Rowannahs according to the New Form, those for the out Ports being translated into the Native languages by the Translators to Government.

To The President & Members of the Board of Revenue / A true Extract / Signed / J. F. Thomas, Chief Secretary

Ordered that the following letter be submitted in reply.

2-3

To The Chief Secretary to Government.

Sir,

To the Chief Secy to Government

I am directed by the Board of Revenue, to acknowledge the receipt of an Extract from the Minutes of Consultation Dated 12th Instant No. 338. directing the Board and the Superintendent of Stamps to issue all Sea Custom Rowannahs and Certificates for duty paid on the Frontier of Native states hence forward on plain paper.

Intimd 31st March 1845

The

2

The Board wish to be informed whether the same course is to be observed, in regard to the issue of Certificates for duty paid on goods passing the frontier of the Foreign European Settlements.

Revenue Board Office
Fort St. George 31st March 1845

/ Signed / T. Pycroft.
Secretary

From the Chief Secy to Government

4

Extract from the Minutes of Consultation under Date the 18th March 1845.

Read the following Extract from the Proceedings of the Court of Wards.

Relative to the Settlement of the Revenues of the Rammad Zemindary in Madura for Fuslies 1251 and 1252 A.D. 1841/42 1842/43.

/ Here Enter 6th Feby 1845 No. 98 /

1

The information contained in the papers which accompanied the foregoing Proceedings does not enable Government to form any satisfactory idea of the results of the Management of the Rammad Zemindary in Fuslies 1251 and 1252. During the whole of the former, and four months of the latter year the Estate, it is stated was under charge of the Manager while Mr. Blackburne's labours would appear to have been confined to the Settlement and

and Collections in Fusly 1252. What the previous Settlements under the Manager realized annually is not shewn to admit of a Comparison - The demand for Fuslies 1251. and 1252. was respectively Rupees 528247-11-10. and Rupees 529739-15-2. and the collections extending to December 1843. Rupees 471482-13-6. and Rupees 441672-15-5. leaving balances of Rupees 56773-2-6. and Rupees 88066-15-9.

2. The Most Noble the Governor in Council concurs in the observations recorded by the Court of Wards in paras 6 and 7. and will be glad to learn that an early adjustment has been made of the Zemindary Balances especially those of Older dates.

To The President & Members of the Board of Revenue.

/ A true Extract /

/ Signed / J. F. Thomas
Chief Secretary

4-5

Resolution thereon - Resolved that a copy of the foregoing Extract from the Minutes of Consultation be transmitted for the information and guidance of the Principal Collector of Madura with reference to the Proceedings of the Court of Wards dated 6th February last

Extract

From the Chief Secy to Government

6

Extract from the Minutes of Consultation under date the 25th March 1845.

Read the following Extract from the Proceedings of the Board of Revenue.

Recording observations on a letter from the Principal Collector of Salem, soliciting permission to grant remission of the Government demand where necessary on account of the failure of Cultivation owing to the unfavorable nature of the present season and stating that as from the peculiar nature of the season it is desirable that the Settlement should be commenced as soon as practicable it is advisable that Mr. Lockhart the successor to Mr. Gleig should assume the Management of the District at as early period as the arrangements of Government may permit.

/ Here enter 6th February 1845 No. 84 /

The Most Noble the Governor in Council recognizes the principle of a remission for loss of Crops in seasons so unfavorable as that reported in the above Proceedings but is of opinion that the Principal Collector of Salem

Salem should have obtained the sanction of the Board of Revenue, before issuing orders having for their object a relaxation of the general rules of the District and concurs with the Board in opinion that the authority granted to the Tahsildars to make these remissions at their discretion should not be given to them.

To the President & Members of the Board of Revenue.

/ A true Extract /
/ Signed / I. F. Thomas,
Chief Secretary

6-7

Order thereon,

Ordered to be communicated for the information and guidance of the Sub Collector in Charge of Salem, with reference to the Board's Proceedings dated 6th February last.

8

From the Chief Secy to Government sanctioning the grant of a Monthly allowance of 100 Rs. to the Zemindar of Colak and his family and requesting the Board to ascertain and report if the Zemindar is willing to surrender his Estate to Government and accept in lieu of it a reasonable annual allowance.

Extract from the Minutes of Consultation under date the 28th March 1845.

Read the following Letter from Sir H. Montgomery Part Commissioner in the Northern Circars.

Reporting on the affairs of the Zemindary of Colak made over to Jagannatharaz Nephew of the Zemindar of Ramachendrapooram on the Sub Division of that Estate remarking on the result of his Examination of the Zemindars Accounts of receipts and Expenditure also on the subsequent Management of the Collector stating the amount of the Zemindars debts the Balances against the Estate and the prospect of their realization with his opinion as to the best mode of proceeding with regard to them and recommending an allowance for the support of the Zemindar.

/ Here Enter 4th March 1844 /

Para 1

The Most Noble the Governor

in

in Council observes from the foregoing Report but the failure of the Zemindar to meet his engagements with the Government has been caused partly by adverse seasons and in part by other causes noticed in paras 8 and 9. The first year in which he assumed charge of the Zemindary (Fusly 1248) is stated to have been a disastrous one, while the following year was rendered memorable for the Devastations of a storm and the inundations of the Sea from the effects of which the Villages of the Zemindary from their proximity to the Coast particularly suffered the succeeding year also proved unfavorable.

2. The Commissioner considers that any permanent reduction of Peishcush is not called for and that even if allowed and the outstanding arrears relinquished, it would only under the Zemindar's present circumstances benefit his creditors without relieving himself.

3. The Commissioner as a temporary arrangement has recommended the grant of an allowance of 100 Rupees per

Fort St George 31st March 1845

mensem, for the maintenance of himself and family which added to the produce of garden, and Saivy lands in their enjoyment will be sufficient to provide for their present decent livelihood. This arrangement His Lordship in Council is pleased to sanction till the affairs of the Zemindary are finally settled.

4. The private affairs of the Zemindar would appear to be greatly embarrassed the claim of one individual against him, amounting with interest to two Lacks of Rupees and of another party who holds a Mortgage on the Estate to 58,000 Rupees.

5. Under these circumstances it appears to His Lordship in Council hopeless to attempt any arrangement which would secure the unincumbered possession of the Estate to the family and he resolves therefore to request that the Board of Revenue will ascertain and report to Government if the Zemindar is willing to surrender his Estate to Government and

and accept in lieu of it a reasonable
annual allowance and in communi
with the Collector report to Governme
what amount it should be fixed. They
at the same time offer their opinion
Government whether this course or the
of the Estate in satisfaction of the d
of Government, would be under all the
circumstances the preferable measure
6.

With reference to the
in the Zemendar's accounts, of Fee and
presents to the Public servants Her
Lordship in Council desires the Bo
of Revenue, will obtain if possible
detailed information respecting the
names of the parties who receive
these presents, and to what amoun
on what occasion and under what
circumstances also the names of the pe
on whom suspicion may on good gro
rest, and report the same to Gov
ment.

To The President &
Members of the
Board of Revenue.

/ A true Extract /
/ Signed / I. F. Thomas
Chief Secretary
Rev

Read also the following letter

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

Sir

9

From the Actg Collr of Rajahmundry. } Para 1.

In Para 8 of my report upon the Estates under attachment for Fusly 1253 / A.D. 1843/44 dated 27th September last I informed the Board of Revenue that in consequence of the existence of a summary enquiry into the conduct of the Manager of Cotah Estate I could submit no recommendation respecting the measures to be adopted for the recovery of the outstanding balances and the Board of Revenue in Para 2 of their Proceedings upon the above report dated 6th Instant were pleased to say that they await my further notice of this subject.-

Submitting the further report regarding the Cotah Estate as called for in Para 2 of the Board's Proceedings of 6th instant and recommending an allowance to its Zemindar as was done in the case of Ramachendrapoor Zemindar postponing the sale of the former Estate for the present under the too distressed state of the owner.

2 The summary enquiry into the conduct of the Manager terminated in his conviction of malpractices and dismissal from the service with the imposition of a fine upon him of Rupees 665-9-9 as was reported to the Board under date 16th November 1844.-

3. I should probably have been

contented

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contented to leave the further consideration of the subject of this Zemindary for the Collector of the District Mr Prendergast, whose leave of absence on sick Certificate has so nearly expired. But the state of absolute destitution to which the Zemindar has been reduced by the merciless pursuit of his private Creditors renders it incumbent upon me not to delay attempting something for his relief.-

4. The arrears at the end of last Fusly against the Cotah Estate were Rupees 136654 nearly and had been accumulating every year from the time the Zemindary was attached. The prospects of the present Fusly are more favorable. The Amaracum Cist amounts to Rupees 73,641 - which is upwards of 9,000 Rupees above the Peishcush. Rs 64,375-15-0

The Summabundy Settlement I have reason to believe will not differ much from the amaracum and as nearly 61,000 Rupees have already been collected, I hope the demand will be realized within a small fraction. It must not be lost sight of however that the Amaracum of last fusly exceeded 86000 Rupees of which only half was collected. The produce was then to be sure destroyed by the overflow of the river, but the Collections have never, I believe, since the Estates came under Management

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Management approached the amount of the Demand in any one year, I do not like therefore to say that the arrears are likely to be materially if at all reduced at the end of the present Fusly. The present has been a more favorable season than has been known for years. I may say since Fusly 1243 - A.D. 1833-34 the crops have for the most part turned out well and the Ryots have enjoyed the unusual advantage of a rise of prices just at the time when the harvests were gathered and the high Rists became due, and if the Estate can scarcely pay more than the Peishcush under such circumstances, it seems futile to keep it under Management with the expectation of ever liquidating a balance amounting to more than double the yearly Peishcush.-

5 I should therefore have no hesitation in recommending the sale of this Estate but for the consideration of the different treatment which the sister Estate of Ramachendrapooram has met with.-

6. The Board of Revenue are aware that Cottah and Ramachendrapooram originally formed one ancient Zemindary which was

Fort St George 31st March 1845

was enjoyed by the Grand uncle of the present Cotah Zemindar Caakerlapoody Juggernatharauze - He died childless in 1810 but left an adopted son bearing the same name with himself, taken out of the family of his younger Brother Narsarauze - The united Estates of Cotah and Ramachendrapooram were at first taken possession of by Ramachendrarauze, the eldest son of the above named Narsarauze, but the younger brother Juggernatharauze, who had been adopted by the Zemindar, filed a suit in the northern Provincial Court for the inheritance, and a Rauzeenamah was entered by the two Brothers, whereby Ramachendrarauze retained Ramachendrapooram and Cotah was made over to Juggernatharauze - Ramachendrarauze is the present Zemindar of Ramachendrapooram - Juggernatharauze was the father of the present Zemindar of Cotah, who also bears the same name - The division took place in 1838 though the subdivision Accounts were not completed and sanctioned till early in 1843 -

7 Meanwhile, both the brothers were

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were involved in difficulties - Before the division of the property, Ramachendrarauze had found it necessary to borrow a large sum of Money and to allow the lenders, by name Cundemullah Kistniah, D° Ramiah D° Rungiah and D° Sectaramiah, to be entered in the Register as Joint Zemindars with himself after the division Government was pleased in September 1838 to advance a loan of 47000 Rupees to Ramachendrarauze to enable him to be independent of the Cundemullah people, and he thus became sole Zemindar of Ramachendrapooram - The Cotah Estate continues to have five Joint Zemindars.

8 Ramachendrarauze was never able to repay the loan to Government nor even to make his remittances of Peishcush punctually to the District Treasury - In consequence his Zemindary was attached in March 1840, and has been under the Collector's Management eversince - The arrears have continually augmented till they amounted at the end of last fasly to Rupees 163346 - 1 - 11 -

The

To Board 12th March 1840 Para 3.
From Do 23rd Do Do
To Do 18th July Do
To Do 18th Do Do Para 7.
From Do 13th Augt Do
To Do 12th Septr Do
From Do 12th Octr Do
From Do 3rd Decr Do Para 3 in Bds letter to Govt
To Do 15th March 1842 Para 1 to 13
From Do 22nd Septr Do Para 1 to 9.
From Do 24th Octr Do
From Do 5th Decr Do
From Do 19th Do Do
To Do 31st Do Do
To Do 26th Jany 1843
From Do 19th Do Do
From Do Do Do Do
From Do 9th Febry Do
From Do 13th Do Do
To Do 24th April Do
From Do 10th July Do
To Do 24th Novr Do Para 4 to 20
From Do 8th July 1844
To Do 10th Decr Do Para 2 to 13

9. The correspondences noted in the Margin, from which the above abstract has for the most part been compiled, prove that it was not good conduct on the part of the Ramachendra-poo-rum Zemindar that induced Government to abstain from putting in force the threat held out in the Minutes of Consultation dated 8th July 1843: to sell his property. The Report of the late Commissioner in the Northern Circars is of course not known in this Office further than the Para quoted in Minutes of Consultation under date 29th June 1844 to which convey the Resolution of Government to give an allowance to Ramachendrarauze of 400 Rupees a Month but which contain no instructions about selling the Estate.-

10 The intelligence of this indulgence encouraged the Zemindar of Cotah to make the application to the Board of Revenue, contained in his Petition No: 934 of 1844 to (lately sent down with an

an Endorsement to be returned to him) praying for his Estate to be retained under Management and an allowance to be allotted for his maintenance. He has made subsequently an application of the same nature to me and left with me also a Petition (and its translation) addressed to the Board, which as it differs in some particulars from the

No: 1. one he forwarded himself direct, I have the honor herewith to enclose.-

Vide correspondence
To Board 20th July 1841 Para 10
From Do 12th Augt Do
To Do 31st Jany 1842
From Do 7th Febr Do
To Do 20th July Do Para 4
From Do 5th Octr Do Para 17
To Do 20th Febr 1843 Para 6
From Do 22nd June Do ..
To Do 20th July Do Para 10
From Do 30th Octr Do Para 9
To Do 26th Decr Do
To Do 27th Septr 1844 Para 8
From Do 6th Jany 1845 Para 2.

11 I have looked over all that appears on the records respecting the Cotah Zemindar and his Estate and in as much as his behaviour generally seems to have been less unsatisfactory than that of his uncle, the Zemindar of Ramachendra-poo-rum, I imagine consistency requires that he ought to be treated with at least equal consideration. I must therefore beg leave to recommend that the Cotah Estate be not for the present put up to auction, and I am further constrained on the same grounds as induced Government to bestow an allowance upon the Ramachendra-poo-rum Zemindar, to solicit an equal Monthly Stipend of 400 Rupees for the Zemindar of Cotah.

The

12. The distress of the Cotah Zemindar is greater at this moment than has ever been suffered by the Zemindar of Ramachendrapooram. The latter is still in enjoyment of certain portions of his Sairy and Mancem Lands, * quite sufficient to keep him and his people from absolutely starving, whereas the creditors of the Cotah Zemindar have been so relentless in their persecution of him that they have left him absolutely without resources of any kind.—

13 In proof of this assertion, I have the honor to enclose copies of the correspondence, which has passed between the Civil Court of Rajahmundry and this Office. From these papers, the Board will perceive that all the Lands which by right or Custom the Zemindar had occupied rent free were attached by the Court and proposed to be sold. Reference to the records of the Collector's Office however proved that only 3½ Pootties of land situated in the Village of Cotah were held by the Zemindar on such a tenure as to make it clear that Government had no claim upon them, and

Sairy- the private gardens and pleasure grounds of a Zemindar or Proprietor generally cultivated with rice & other grains.—

* Vide Enclosure No: 2.

No 3.
From Court Dt 9th March 1844
From No: 11th April No:
To No: 9th July No:
To No: 4th Octr No:
From No: 28th No: No:
Except No: 20th Nov: with Extract from the Court's Proceedings & the Coll's Return of 24th Dec: 1844.—

and the sale of all the rest was accordingly opposed. Upon this, the Creditors insisted upon the whole advantage of whatever nature it might be which Juggannatharauze could derive from the lands in his occupation should be attached and made over to them. Under these circumstances, I considered it most proper to assert the right of Government and to levy a Cist upon all but the 3½ Pootties of land which are entered in the Permanent accounts and these have accordingly been put up to auction and became the property of the Zemindars Creditor.—

14 The effect of these Judicial proceedings has been that the Zemindar is reduced to absolute beggary and subsists upon charity. I conceive therefore that it becomes my duty to bring his case to the notice of the Board, and to make the proposal already stated of an allowance equal to what has been given to the Ramachendrapooram Zemindar to be accorded to him for his

his maintenance.-

15. Juggarnatharauze in the Petition which he presented to me and in that Address to the Revenue Board which is now forwarded, asks in the first place for remission of his arrears of Peishcash and to be reinstated in his property, or if that cannot be granted to be permitted to keep his Sairy Lands free of tax and to have an allowance of Money - It is evident that as long as his overwhelming private liabilities exist, there can be no advantage in releasing either the Estate or Sairy Lands to be immediately fastened upon by his Creditors, and I cannot therefore advocate either of these requests. whether the Zemindar has any other debts besides those for which judgment has been given against him in Court, I do not know but the claims against him on account of those are such as he can never possibly clear himself from - I have obtained the Civil Court of Rajahmundry a list of the sums to be recovered from both the Cotah and the Ramachendrapooram Zemindars, together with copies of the Decrees upon which the processes issued. I enclose copy and translation of the list from which it will be seen that the amount of the Courts claims against the Cotah Zemindar is Rupees 158,734-10-9 and that of these against the Ramachendrapooram Zemindar is Rupees 12,220-3-4½.-

No 4.

Rajahmundry District,
Maconnedadah,
27th January 1845. -

(Signed) C. J. Bird
Asst Collr

To

No 5

To The Honorable the President and Members
of the Board of Revenue
Fort St George

From Stree Rajah Caukerla-
poody Jagganadharauze Bahader
Zemindar of Cotah &c. Talook,
in Rajahmundry District.-

I most humbly beg leave to inform your Honorable Board that the famine happened in Fusly 1248, as well as the storm and inundation of the sea in Fusly 1249 occasioned all kinds of Crops or Productions in my above Talook. and the lands having become fruitless: the balance has accrued - In consequence of which my Talook was brought under Circar attachment in Fusly 1251 - I paid the Circar whatever I collected on my Talook; but not deprived any thing. altho' this whole state came to the knowledge of the then Collectors, who were not pleased to strike the said balance which occasioned by the unfavorableness of the weather; but suffered my Talook on that account.-

As your Honorable Board was well acquainted with the loss happened to this District, if

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if your Board will be so favorable as to strike of the balance which took place by the unfavorableness of the weather, and to put my Talook in my possession; I shall henceforth pay the permanent assessment to Circar. If it inconvenient I humbly pray that your Board will be pleased to determine and grant me allowance or Touzey so as fixed to the Zemindar of Peddapore; and to Rajah Ramachendrarauze (my elder father) Bahader Zemindar of Ramachendrapore; and to order the Collector of Rajahmundry to allow the Sairy Lands (the produce of which I have been still occupying) to be enjoyed by me in future so as the said 2 Zemindars enjoying the produce of their Sairy Lands.-

I have four Brothers and two Sisters. we as well as our attendants have been in great distress for want of food and raiment at present. your Honorable Board have been supporting many ancient Zemindars of my class by favoring them with allowance. and unless your Board be so kind as to grant me allowance also. I have no any other means to live upon. Therefore I earnestly intreat your Charitable Board will be pleased to keep full compassion on our present distress and favor me with my above request. For which favor and benevolence I shall as in duty bound.-

5th December 1844

Ever Pray

[illegible]

J.B.L.

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List of Sary Lands Gardens &c held by Rajah Cauterlapoody Ramachendrarauze Zemindar of Ramachendrapooram Talook.

	Quantity of Land Poolly's & Rs	
Land containing Mango Garden called "Bungala Tota" at Ramachendrapooram. This land is wholly occupied by Mango trees and is therefore mostly covered with jungle without Cultivation. A Cist of about Rupees 100 is annually levied from Palmira trees and from the cultivation of a part of the land where the Mango trees are lying there. The fruit of the Mango trees are used by the Zemindar when produced. The whole lands is under Courts attachment with reference to a warrant for the claim of Brejey mohundoss		20 19 8
Land at Moochoomilly containing partly Mango and partly Cocoanut Garden. Most part of this land is also under cultivation. A small portion of the cultivated land is under Anaroeum of certain pyots and the rest held as sary of the Zemindar. The whole land may realize Cist of Rupees 465 at the rate of about 20 Rupees per Poolly 12 Rs 15 Fs of this land is under Courts attachment on a warrant of Brejey Mohundoss claim and 10-10-0 of Garden land for the share of Pudmanabharauze is held as mortgage of conditional sale to Condamady Streenevasacharry of Couckypooram		23 5 0
Land at Yaroopully called sary Talah Bhoomy This is under cultivation and may annually realize Cist of 200 Rupees at the rate of about 25 Rupees per Poolly. It is now under Courts attachment on the warrant of the claim of Suit Brejey Mohundoss		8 0 0
Land containing Mango Garden at Cundoola poolum annually fetching about 20 Rupees from		

	Quantity of Land
	Pootts Ps Rs
from the sale of the fruit thereof, No part of this land is applicable for cultivation	2 10 -
Dairy land at Capavarum realizing an annual Cist of about 24 Rupees as this land is under Zemindar as his own Dairy most of it has been left uncultivated for 2 or 3 years for want of Money for advance It would fetch an annual Cist of about Rupees 564 if cultivated in whole. This land is now under Mortgage of Ramogey Bhano of Janepellah	23 11 8
Dairy land at Woondoor It would fetch an annual Cist of Rupees 216 at the rate of about 24 Rupees per Pootty if cultivated in whole, but most of it has been left uncultivated by the Zemindar for 2, or 3, years for want of Money for advance	9 - -
Land containing Mango Garden at Sevalah part of it being under Cultivation fetches an annual Cist of 20 Rupees at the rate of 10 Rupees per Pootty.	2 - -
Land forming part of the Village site of Somaswarum called Pauty Parallo and Tato Pumpoolo it would annually realize Rupees 59, at the rate of 25 Rupees per Pootty- This land was not entered in the accounts in the name of the Zemindar as Maniem &c. but has been for long time under his enjoyment for planting Vegetable &c. It is now under Amaraeum for the said Cist and is under Mortgage of Bobah Ramenedoo, Mundah Soobanah &c. the Ryots of that Village	2 - -
Total land bearing a probable annual Cist of 1635 Rupees	91 6 -

Rajahmundry District
Maumedadah January
1845

/Signed/ C. I. Bird
Acting Collector

To

No. 3

To T. Prendergast Esqre
Collector of Rajahmundry

Sir,

I have the honor to enclose 3 copies of lists of property attached in satisfaction of a Rauzenamah in Suit No. 35 of 1826 late Provincial Court file, and to request you will have the goodness to let me know whether the 11/4 Candies alluded to in the lists are Jeroyetty land or not.

Rajahmundry Civil Court
9th March 1844

/Signed/ W. A. Neave,
Civil Judge

No. 160.

To T. Prendergast Esqre
Collector of Rajahmundry

Sir,

I have the honor to forward herewith copy of Miscellaneous Petition No. 173. of 1844 presented by Coty Puttaberamarow heir to the Plaintiff in Suit No. 35 of 1836. on the file of the late Provincial Court and to inform you that several cross claims have been preferred both by the Government Vakeel and other individuals praying for the release of the several portions of landed property which has been sequestered in

Fort St George 31st March 1845

in satisfaction of the Razeenamah in the above number and supposed to have belonged to the Defendant and in order to facilitate the enquiry into these various claims I have the honor to request you will have the goodness to inform me whether there are any undisputed private lands which can be sold belonging to the Defendants heir Rajah Cakerlapoody of Jugganadharauze.

The Petitioner describes as private lands those which are exempt from payment of rent, and I shall be obliged to you to mention what extent of undisputed land is now under the enjoyment of the Defendant as Maniem land and to give a description of the nature of the tenure, of the said land, in order that the produce if collected be made answerable for the Plaintiffs' demand. Should there be no objection to this measure, It is desirable also that a list of the lands and of the Villages in which they may be situated together with the particulars and an estimate of their value be forwarded to the Court.

Rajahmundry Civil Court 11th April 1844

/Signed/ W. A. Neave
Civil Judge

To

Fort St George 31st March 1845

No. 131

To W. A. Neave Esqre
Civil Judge of
Rajahmundry

Sir,

In reply to your letter of the 9th ultimo I have the honor to inform you that the lands in question are not specially described in the Permanent accounts of my Office. It must therefore follow that they are Usul Inimba lands and I find that they are so described in the accounts which were framed in July 1842, for the purpose of effecting a Sub Division of the Talook. The lands are certainly not Maniem or they would be found entered under that head in the Permanent Accounts. They are unassessed Devoyettee lands and they belong to the Circar and are therefore exempt from attachment in execution of the Razeenamah filed in Court.

Rajahmundry District Anulapoor 12th April 1844

/Signed/ T. Prendergast
Collector,

No. 230.

To W. A. Neave, Esqre
Civil Judge of Rajahmundry

Sir,

I have the honor to inform you

with reference to your letter of the 11th April last that the report received from the Peishcar in charge of the Cotah Talook regarding the information therein required by you not being satisfactory, further orders have been issued on the subject and the result shall be duly communicated to you

Rajahmundry District
Cocanada 9th July 1844 } /Signed/ T. Prendergast.
Collector.

No. 326.

To
T. Rohde, Esqre
Acting Civil Judge
Rajahmundry

Sir,

After taking much trouble in endeavouring to get information to reply to Mr. Neave's letter of 11th April last concerning the private lands in the enjoyment of Rajah Cankerlapoody Jaganadharauze I find it impossible to discover whether he has a good title to any of the ground with one exception which he present occupies free of tax and am of opinion that no satisfactory reply can be given to enquiries of a similar description in this District until a searching investigation which is much needed has been made into the titles by which Mauniem and rent free lands generally are held. In the mean time

time I should feel myself obliged to oppose the sale of any of the lands specified in the enclosure of Mr. Neave's letter with the exception of 3½ Pootties in the Village of Cottah which are entered in the Permanent accounts of this District as Doombala Enam and seem to be still held on the same terms.

Rajahmundry District
Cocanada 4th October 1844 } /Signed/ C. I. Bird.
Acting Collector

No. 459.

To
C. I. Bird Esqre
Acting Collector of
Rajahmundry

Sir,

I have the honor to request with reference to your letter of the 4th Instant No. 326 that you will have the goodness to cause the 3½ Pootties to which no obstruction has been raised to be sold in part satisfaction of the Razeenamah in No. 35 of 1826 late Provincial Court's file and permit the proceeds thereof to this Court

Rajahmundry District
Civil Court.
28th October 1844 } /Signed/ T. Rohde
Acting Civil Judge

No.

No. 99

Rajahmundry Civil Court

E. P. No. 517 of 1844 Civil Courts file

Caty Puttaberamarow Plaintiff

in No. 35 of 1826 late P.C.F.

by Vakeel S. Streenevasacharlo

(L.S.)

To The Acting Collector of

Rajahmundry

Sir

Herewith you will receive an Extract from the Proceedings of the Civil Court of Rajahmundry of this date to the orders contained in which you are required to conform returning this Precept so executed or good and sufficient reason why it has not been executed and what you may have done in pursuance hereof within 20 days from and after its receipt.

Given under my hand and the Seal of the Zillah Court of Rajahmundry this 20th day of November 1844

/ Signed / I. Rohde,

Acting Civil Judge

No. 99.

Extract from the Proceedings of the Civil Court of Rajahmundry Dated 20th November 1844.

E P No. 517 of 1844. Civil Courts file

Caty Puttaberamarow Petitioner

Read Petition No. 517 of 1844. presented by

by Samavadum Sreenevasacharloo, Pleader on behalf of Caty Puttaberamarow Plaintiff in No. 35 of 1826 late Provincial Courts file requesting that the Collector may be instructed not to levy the money from him for such purchases as he may make in the sale of the Defendants property under the Rauzeenamah in his favor further that the Produce of lands held in attachment but to the sale of which objections have been made may be attached.

The Collector is requested to receive from the Petitioner a receipt for the amount of his purchases, instead of Cash and to withhold Doombalahs for the produce of the other lands which are attached from the Defendant directing it to be given in attachment to the Peon of the Nazir, who has been Directed to attach it.

Ordered that a copy of the Petition together with an Extract from these Proceedings be sent to the Collector of Rajahmundry by precept requiring conformity thereto and returnable within 20 days from and after its receipt.

/ True Extract /

/ Signed / I. Rohde

Acting Civil Judge

The Acting Collector has the honor to acknowledge the receipt of the foregoing Precept

and

Fort St George 31st March 1845

and of Extract from the Proceedings of the Civil Court dated 20th November 1844 requesting him to receive from Caty Puttaberamarow a receipt instead of Cash for the amount of any purchases he may make of the Inaium land in the possession of Rajah Caukerlapoody Jaganadha rauze Zemindar of Cotah, which was ordered by the Court to be sold and to withhold Doombalahs for the produce of the other lands held by the same Zemindar giving it in attachment to the Peon of the Nazir, who has been ordered to attach it.

2. The Acting Collector in conformity with the desire of the Civil Court has ordered the ameen not to demand Cash but only a receipt from any part of the above described land which may be knocked down to the said Caty Puttaberamarow at the sale which will take place on the 31st Instant with respect to the remaining lands hitherto enjoyed by the Cotah Zemindar, it having been ascertained by reference to the Permanent Accounts that he had no valid title to the occupation of them the Acting Collector considered it his duty to include them among the Jeroyattee land of the Estate for the produce of which consequently Doombalahs will not be given. The Ameen has been ordered to assist the Razirs Peon in attaching any produce of the lands adverted to which may remain after satisfying the Government Demand.

(L S)

Given under my hand and the Seal of the Collectorate at Ongole this 14th Day of December A. D. 1844.

/Signed/ C. J. Bird
Acting Collector

Fort St George 31st March 1845.

No 4

Statement shewing the Balances payable by Rajah Caukerlapoody Jugguunadharauze and Ramachendrarauze

Number of Suit	Names of the Parties & particulars of balances	On account Decree or Razeenamah	Amount of Balance
			C. Rs. a. p.
No 6 of 1805 on the file of the Sudr Udalut	Caukerlapoody Jugguunadharauze heir to Jugguunadharauze Appellant Versus Noorjaha Baigum Vca Respondents A sum of 290 Rupees is due to Sandut Khans the heir of the 1st Respondent on account of the balance of produce of 10 Pootties of land situated at Polamoor and Nullore from Fusly 1246 to 1250. at 3 Pagodas per each Pootty or 11 1/2 Rs. for the whole land The said sum should be paid as follows. Payable by Jugguunadharauze 172-8 Do by Ramachendrarauze 117-8	Decree of the Court of Sudr Udalut.	290 a a
	Amount of Produce due to Paudsha Saheb heir to 2d and 4th Respondents from Jugguunadharauze on 15 Poottes of land situated at Coornapoorum from the year Doormookey		720 a a
	Amount of Balance of Produce due to Daud Beeby Servest to the 5th Respondent from Ramachendrarauze on 10 Poottes of land situated at Machavaram & Polamoor for Fusly 1249		91 8 a

Number of Suit	Names of the Parties and Particulars of balances	On account of Decree or Razeenamah	Amount of Balance
			C Rs a P
No 7 of 1819 on the file of the Sudr Adalut	Sooria Narrain Jagapatyrauze heir to Rajah Vutchavoyah Juggunnadharauze Appellant Versus Caukerlapoody Jaggunnadharauze heir to Rajah Jaggunnadharauze Respondent- Amount of balance due from Caukerlapoody on Juggunnadharauze on account of the sum of Decree including the costs on appeal to the Home Authorities	Decree of the Court of Sudr Adalut	
No 35- of 1826 on the file of the Provincial Court.	Coty Puttabheramarow heir to Sambasevarow Plaintiff Versus Caukerlapoody Jagunnadharauze Defendant 3/2 Pootlies of land belonging to the Defendants sold by the Collector in the auction in satisfaction of the said balance was purchased by the heir of the Plaintiff- This may be seen by the return of the Collector dated 14th December to the Court's Precept of 20th November 1844.	Razenamah filed in the Provincial Court Balance of Principal and Interest as follows. The Principal is 45454 Deduct 4000 Rs on account of the 1st instalment. Remaining 41454 upon this amount interest has been charged up to the 7th August 1842. The balance of the said Principal and Interest is -------	32709 14 10
No 3. of 1821 on the file of the Provincial Court.	Brejy Mohundoss Sowcar heir to Sait Govurdhundoss Tudka Bhajee Geradharadoss Manakjee Plaintiff. Versus Rajah Caukerlapoody Ramachendrarauze	Razenamah filed in the Provincial Court. Amount of Razenamah Rs 735.50	12473 9 14 6

Number of Suit	Names of the Parties & Particulars of balances	On account of Decree or Razenamah	Amount of Balance
			C Rs a P
	In order to postpone the recovery of the said amount two Petitions were subsequently presented in No 36 of 1839 & No 25. of 1841. The 2d and 3d instalments of these Petitions having been partly recovered as per warrants the balance of those Instalments both Principal and interest as per Warriant issued against Ramachendrarauze is ------- The interest was charged upon the principal of the said two instalments up to 23d September 1844. at 3/4 Rupee per cent		120 11 3 1/2
No 490 - of 1841- on the file of the late Zillah Court.	Bundanapoody Ramachendrarow Plaintiff Versus Rajah Caukerlapoody Jagganatharauze Defendant-	Decree passed by the Register	108 6 13 6

With reference to the Warrants No 7 of 1819 and No 35. of 1826. Rs 694- 8- 1- were recovered from the sale of Jagganatharauze's property and deposited in the Court.

/ Signed / J. Rohde.
Acting Civil Judge

/ True Translation /
/ Signed / C. I. Bird.
Acting Collector

Ordered

Fort St George 31st March 1845

8-10

Ordered on the 2 foregoing letters
Read again vizlous 10th April
Ordered to be brought forward
at a future Meeting.

II

From the Chief Sec^y to Government

Extract from the Minutes of Consultation
dated 28th March 1845.

Read the following Extract

To The Secretary to the
Government
Fort St George

Sir,

In reply to your letter No. 212,
of the 15th Ultimo I am directed to state for
the information of the Most Noble the Governor
in Council that no Salt is required from
the Madras Territories on account of this
Government during the Current year
beyond that already indented for.

Fort William
5th March 1845

/Signed/ Cecil Beaden,
Under Secretary to the Government
of Bengal

Ordered to be communica
ted to the Board of Revenue with
reference to their Officiating Secretary's
letter dated 6th February 1845 - No. 79.

/Signed/ I. F. Thomas,
Chief Secretary

Resolved that the following
letter be addressed to the undermentioned
Collectors

Fort St George 31st March 1845.

Collectors.

11-12

To The Collector of
Chingleput.

To the Collectors of
Chingleput
Rajahmundry
Nellore & Madras

Sir,

With reference to your letter
of the 24th January last I am directed by the
Board of Revenue to inform you that no Salt
is required from your District for exportation
to Calcutta during the Current year beyond
the balance of last years indent remain-
ing unexported.

Revenue Board Office
Fort St George
31st March 1845

/Signed/ T. Pycroft,
Secretary

Read the following resolutions
Extract from the Minutes of Consultation
Dated 28th March 1845.

13

/From Board 30th January/

From the Chief Sec^y to Government - Agreeably to the re-
commendation of the Board of Revenue
the Most Noble the Governor in Council is
pleased to permit the present possessors
of the Cowle lands referred to in the fore-
going letter, to continue in the enjoyment
of them on the terms specified in the
Cowles.

/Signed/ I. F. Thomas,
Chief Secretary

Resolved

Resolution thereon

(13-14)

Resolved that a copy of the foregoing order of Government and of the Board's letter to which it relates be transmitted for the information and guidance of the Collector of Chingleput with reference to his letter dated 3d January last.

Extract from the Minutes of Consultation dated 28th March 1845

(15)

From the Chief Sec.y to Government.

/From Board 13th March/

The Most Noble the Governor in Council sanctions the Estimate for Scales and Weights submitted with the foregoing Proceedings amounting to Rupees /631-13-7/ Six hundred and thirty one annas thirteen and Pice Seven.

/Signed/ I. F. Thomas.
Chief Secretary

(15-16)

Order thereon

/vide letter to Collr. of North Arcot 9th April/

Ordered to be brought forward at a future Meeting.

Extract from the Minutes of Consultation dated 28th March 1845.

(17)

From the Chief Secy to Govt.

/From Board 6th March/

The Most Noble the Governor in Council sanctions the remission of the balance due by the Tope renter referred to in the foregoing letter amounting to Rupees /185-11-4/ One hundred and Eighty five annas eleven and Pice four and grants authority for the lands of his sureties being released

J.B.

released as recommended by the Board of Revenue.

/Signed/ I. F. Thomas.
Chief Secretary.

(17-18)

Resolution thereon.

Resolved that a Copy of the foregoing order of Government and of the Board's letter to which it relates be transmitted for the information and guidance of the Principal Collector of Madura with reference to his letter dated 7th February last.

Extract from the Minutes of Consultation dated 28th March 1845.

(19)

From the Chief Secretary to Govt.

/From Board 24th February/

Referring to the Proceedings of the Court of Sudr Adalut received with the above letter and to the Correspondence recorded in the Consultations noted in the Margin the Most Noble the Governor in Council directs that the Devastanums of the Ramnad Zemindary be placed in Change of Mootoo Veera Ragoonadha Thaver, the husband and Guardian of the Heirs.

R. Cons. 10th Sept. 1844 No. 1 & 5.
" 12th Nov. " " 46-47.
" 17th Dec. " " 82-86.
" 7th January 1845.

/Signed/ I. F. Thomas.
Chief Secretary.

(19-20)

Resolution thereon.

Resolved that a copy of the foregoing Extract from the Minutes of Consultation and of the Board's letter to which it relates be transmitted for the information and guidance of the Principal Collector of Madura with reference to his letter dated 29th January last.

Read the following statement and letter.

Statement

Statement shewing the Quantity of Salt sold for Home consumption from Fusly 1230 to 1252 inclusive, in the District of Ganjam.

Fusles	Quantity of Salt. Gs.	Mds.	Pas.	Crs.	Rate of Value per Garce.	Amount of Sale. Crs.	as.	Remarks.
1230	1162	15	4	"	70.	81366	15	2
1231	1335	21	9	1		93488	5	8
1232	2006	32	0	3		140476	1	4
1233	2178	22	7	2		152499	"	"
1234	1846	36	0	7		129283	2	6
1235	1642	30	9	"		114994	1	3
1236	1759	14	4	6		123155	5	11
1237	2055	38	6	5		143917	10	1
	13988	11	7	6		979180	10	5
Average	1748	21	4	5		122397	9	4
1238	1249	23	3	4	105	131206	5	1
1239	1416	18	4	5		148728	7	6
1240	1681	17	4	1		176550	12	"
1241	1346	4	7	4		141342	7	7
1242	1413	37	9	4		148464	9	8
1243	1499	19	1	5		157445	5	"
1244	1408	39	4	4		147943	9	1
1245	1104	38	1	5		116020	3	5
1246	1462	26	4	5		153579	7	9
1247	1418	18	7	3		148939	4	1
1248	1832	28	0	1		192433	9	7
1249	1292	38	4	7		135761	"	5
1250	1068	19	0	7		112190	2	2
1251	1073	9	8	6		112690	14	10
1252	1448	21	6	5		152096	13	11
	20718	10	4	3		2175393	"	1
Average	1381	8	0	5		145026	3	2

Ganjam 19th March 1845. E. C. Js. / Signed / D. B. Smollett. Asst. Coll.

To.

J. Pycroft Esqre.

Secretary to the

Board of Revenue

Fort St. George.

(22)

From the Coll.r Sir,

of Vizagapatam Dated.

I have the honor to acknowledge the receipt of your letter of the 20th Ultimo requiring a Statement of the sales of Salt in this District for Home consumption from Fusly 1230 to Fusly 1252 inclusive.

2. All Salt sold for consumption within the District is entered in the Accounts as sold for Home consumption, while that sold for transport beyond the frontier is entered as sold for Inland Consumption.

3. But it is usual for the traders in this District to purchase Salt nominally for Home consumption and to resell it to Bringaries who carry it beyond the frontier and the distinction between sales for Home and for Inland consumption is thus practically lost sight of.

4. I have therefore thought it better to prepare the Statement exhibiting 1st the sales for Home consumption 2ndly the sales for Inland consumption and 3dly the Aggregate of the sales. From it the Board of Revenue will have no difficulty in obtaining the information which is required.

Vizagapatam Coll.r Cutcherry 22d March 1845. / Signed / W. M. Arbuthnot Collector

Statement

1171.

Fort St. George 31th

Statement showing the Quantity of Salt sold for Home con- sive in the District of Vizagapatam

Number	Justice	Rate of Value per Garce	Home consumption Quantity of Salt			Amount of Sale		
	1	2	3			4		
		Rupees	Garce	M	Nd	Rs	a	p
1	July 1230		508	121	5½	35581	9	-
2	Do 1231		614	178	-	46111	6	1
3	Do 1232		1141	50	5½	79878	13	8
4	Do 1233		1052	109	1½	73659	1	6
5	Do 1234	70	1258	132	-	88082	10	3
6	Do 1235		1464	114	7¼	102500	-	11
7	Do 1236		1472	110	3	103064	12	2
8	Do 1237		1332	399	1½	103725	5	10
	Total		8874	45	7¾	631603	11	5
	Average		1109	105	6	78950	7	5
1	July 1238		827	112	1½	86864	15	-
2	Do 1239		979	42	¾	101756	9	2
3	Do 1240		978	300	6¼	102769	-	-
4	Do 1241		886	32	4¼	90938	13	6
5	Do 1242		744	192	1¼	78470	6	6
6	Do 1243		1031	399	4	108364	14	-
7	Do 1244		876	240	7	92110	13	-
8	Do 1245		689	2	3¼	72346	8	6
9	Do 1246	105	627	82	5½	65862	2	7
10	Do 1247		1305	149	2	137082	15	4
11	Do 1248		1179	386	6	123598	13	2
12	Do 1249		1252	283	½	131536	15	6
13	Do 1250		1303	296	2	136894	11	8
14	Do 1251		1177	171	1	123633	15	-
15	Do 1252		824	338	1	86641	15	7
	Total		14664	289	4½	1538543	8	6
	Average		977	259	2¼	102569	9	1

21 - 23

Vizagapatam 25th March

Order on the foregoing Statement

March 1845-

Inland Consumption from Fasly 1230 to 1252 incluv:

Inland Consumption						Total					
Quantity of Salt			Amount of Sale			Quantity of Salt			Amount of Sale		
5			6			7			8		
Garees	m	m	Rs	as	p	Garees	m	m	Rs	as	p
						831	12	15½	58,191	9	-
323	-	-	22,610	-	-	649	50	3½	45,438	11	1
4	272	3½	327	8	-	649	50	3½	45,438	11	1
28	57	1¾	1970	-	-	1169	107	7	8,1848	13	8
19	20	-	1333	8	-	1071	129	1¼	74,992	9	6
109	274	-	7,678	-	-	1368	6	-	95,760	10	3
35	183	4½	2482	2	-	1499	298	3¾	104,982	2	11
47	31	3½	3295	45	-	1519	171	6½	106,360	-	7
-	-	-	-	-	-	1332	399	1½	103,725	5	10
567	38	5¼	39,696	65	-	9441	845		671,300	1	10
70	354	6¾	4962	-	9½	1180	60	4¾	83,912	8	2½
75	193	¼	7925	10	-	902	305	7¾	94,790	9	-
31	139	4½	4341	10	-	1010	181	5¼	106,098	3	2
71	6	6¾	7456	14	-	1049	307	6	110,226	14	-
79	95	5¼	8320	2	-	945	128	1½	99,258	15	6
82	250	-	8675	10	-	827	12	1¼	80846	-	6
78	40	-	8200	8	-	1110	39	4	116565	6	-
311	33	4	32,600	14	-	1187	283	8	124,711	11	-
140	339	4½	14,789	4	-	829	342	-	87,135	12	6
177	56	3	18,600	9	6	804	139	4½	84462	12	1
169	14	7	17749	9	-	1474	214	1	154,832	8	4
116	251	6	12546	4	-	1296	238	4	136,145	12	-
182	232	2	19171	6	-	1435	115	2½	150708	5	6
127	374	7	13,433	7	-	1431	271	1	150,328	2	8
121	69	3	12723	12	-	1298	240	4	136,357	11	-
81	240	6	8568	6	-	906	178	7	95,180	5	7
1845	398	3¼	195,103	13	6	16,510	227	7¾	1,733,647	6	-
123	22	4½	13006	14	9	1100	281	6¾	115570	7	10

1845- C. Cc. Js. / Signed / W. A. Arbuthnot Coll.r

and letter- Ordered to lie on the table.-

4172. Fort St. George 31st March 1845.

Read again letter from the Acting Collector of Rajahmundry dated 22d Ultimo and entered in Cons: 20th Instant.-

Ordered that the abovementioned letter be submitted with the following address.-

To

The Chief Secretary to Government

24

To the Chief Secty to Government

Sir,

Para 1. I am directed by the Board of Revenue to forward for the orders of the Most Noble the Governor in Council the accompanying letter from the Acting Collector of Rajahmundry reporting the sale on the 22d February last for arrears of Revenue of the Rajahmundry Zemindary in his District.-

Submitting a letter from the Actg Collr of Rajahmundry reporting the sale of the Rajahmundry Zemindary in that District for arrears of revenue and recommending that it pursuant to Govt Order dated 17th Octr 1844 may be sanctioned and that the Acting Collector may receive authority to make the requisite adjustment in his account.- dated 22d March 1845

2. The Peishcush upon this Estate is Rupees 5,774-5-- and the Public Demand against it calculated to the day of sale amounted to Rupees 5069-9-1.

	Rs	as	p
being for Fasly 1253	3401	11	6
" " 1254	1667	13	7
	5069	9	1

In Para 8 of his letter of 27th September 1844 on the subject of the Rajahmundry balances the Acting Collector informed the Board that this Proprietor "had manifested no disposition to liquidate the arrears — outstanding

outstanding against her and indeed had plainly indicated that she considered the Estate unprofitable and wished to relinquish it" In Para 3 of the letter now submitted he further states that she took no notice of the intimation made to her that her Estates had been advertised for sale- It was therefore put up to Auction and there being no competition was purchased by the Collector on behalf of Government for Rupees 4,46,16-10-5 being Rupees 652-14-8 below the total Amount of arrears due upon it.-

3- In Paras 5-6-7 of his letter Mr. Bird explains the reasons which, on the present occasion, have induced him to deviate from the course usually pursued, when Estates are bought in on account of Government, according to which, it has been customary with a view to disencumber the public accounts, to purchase the several Zemindaries at the exact amount of the Arrears outstanding against them- The Acting Collector states that he has reason to believe that in one instance at least in which this course has been adopted the ex-proprietor having thus

thus been relieved from his own liabilities to Government is employing legal measures to collect from his former tenants their balances for the period that he was in possession of the property, to the prejudice of the interests both of the Ryots and of Government. To obviate this Mr. Bird has in the case of the Rajahmundry Zemindary retained a small Amount of the demand upon the Public Books against the ex Zemindar which may be remitted and struck out of the Accounts on her giving an engagement in writing to waive all further claims upon her late tenants.-

4. The precautions taken by Mr. Bird has evidently been dictated by a due degree of regard to the interests of Government and of the Ryots of the newly purchased estate- but it seems doubtful to the Board how for such a measure is necessary- They observe that under C. V. Section X Regulation XXVII- 1802 "when proclamation may have been made of the attachment of the lands of a defaulting proprietor"- and a fortiori where such lands may have been sold "for arrears under farmers, tenants

and

and ryots are prohibited from paying to such defaulting Proprietor any rents or revenues notwithstanding such rents or revenues may be due according to agreement or local usage" a provision which in the opinion of the Board would of itself be sufficient to defeat any legal measures which might be resorted to by an Exproprietor with a view to the realization of the balances due by his former Ryots, even without the additional security which has in this instance been taken by the Acting Collector.-

5- The Board beg to recommend that the purchase of Rajahmundry Estate on behalf of Government for Rupees 4,16-10- may be sanctioned and that the Acting Collector may receive authority to make the requisite adjustment in his accounts.-

Revenue Board Office,
Fort St. George,
31st March 1845.

(Signed) I. Pycroft.-
Secretary.

Read the following letters.-

25

From the Acting Collr. of Rajahmundry, Dated 24th March 1845.

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

Sir,

Para 1. With reference to my letter of 22d Ultimo

Ultimo I have the honor to inform the Board that upon my applying to the Civil Court at Rajahmundry for further time to make a special appeal to the Sudder Adalut in the matter of the decree passed against the Collector of Rajahmundry under injunction from the Civil Court for restoration of certain money collected and brought to account as "Rules case," the Civil Court was pleased to allow an interval which will expire on 25th Instant, and at the same time to communicate to me a determination of the Sudder Adalut dated wherein it is ruled that cases such as the present ought to be admitted as regular appeals by the Civil Court.-

2. I shall now apply for a further period of one Month within which I hope to be favored with the instructions of the Board of Revenue. The same Draft which I had the honor to submit as a special appeal I think with deference to the Board's superior judgement will serve for a Petition of regular Appeal.-

Rajahmundry District Office,
Cuintemanedy 24th March 1845.

(Signed) G. I. Bird
Acting Collector

25-26

Resolution thereon.-

The Board observe that the orders.

orders of Government authorizing the Acting Collector to prefer a special appeal to the Court of Sudr Udalut was communicated to him with their Proceedings dated 20th Instant which would have reached him by this time.-

The Board concur with the Acting Collector that the Draft of special appeal submitted with his letter of the 31st January last will answer for a petition of regular appeal to the Civil Court.-

So.

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

27

From the Actg Collr of Rajahmundry No 70 of 1845.

Sir,

With reference to the Petition herewith enclosed from the Zemindar of Venkatayapollem bearing the Board's Endorsement under date 25th Ultimo calling for my report, I have the honor to state that some Months ago the Petitioner addressed an application to me to register the Estate in the name of his eldest son which I declined to do, suspecting from the unusual nature of the application that there might be a disputed succession or other reason for the petitioner wishing to make over his property while yet alive. It has subsequently come to light that the Petitioner has only a

a life interest in the Zemindary and I have recently received two Precepts from the Civil Court of Rajahmundry the execution of the orders Accompanying which will prevent the son of Meerja Saduck Ally Khan Saib from ever succeeding to the lands of Venkatayapollem-

Rajahmundry District Cutcherry 24th March 1845

(Signed) C. S. Bird
Acting Collector.

Proceedings thereon.-

27-28

The Acting Collector is requested to explain concisely the circumstances under which the right of Petitioner Meerjah Saduck Ally Khan Saheb to the Estate is restricted to a life interest only and to state briefly the purport of the two Precepts from the Civil Court of Rajahmundry the execution of the orders accompanying which will prevent his son from ever succeeding to the lands of Venkatayapollem.-

Read again letter from the Collector of Masulipatam dated 25th Ultimo and entered in Cons 27th Instant.-

Ordered that the abovementioned letter

letter be submitted with the following address.

To

The Chief Secretary to
Government.

29

To the Chief Secretary to Government

Submitting for favorable consideration a letter from the Collector of Masulipatam recommending that the Innagadapak Mootah under attachment for arrears of revenue be made over to the Joint Proprietors Vellanky Venkaty Narsimha Row and Venkata Gopal Row on certain conditions.

Sir,
Para.

I am directed by the Board of Revenue to request that you will submit for the orders of the Most Noble the Governor in Council the accompanying letter from the Collector of Masulipatam recommending that the Innagadapak Mootah under attachment for arrears of revenue be made over to the Joint Proprietors Vellanky Venkata Narsimha Row and Venkata Gopal Row on certain conditions.—

2.

From Coll.r 8th January in Cons.t 18th Do. } 1830.
To Do. 18th Do. ——
From Do. 23d June in Cons.t 5th July } 1838.
Board's Proceedings 5th July —
From Coll.r 24th August in Cons.t 10th Sept.r } 1840.
Board's Proceedings 24th September —

It will be seen from the Correspondence noted in the Margin that these parties were permitted to hold the Estate in their joint names but in separate portions as originally agreed by the former Proprietors on the Distinct understanding that these portions could not be recognized as separate Estates because a regular subdivision had not been made.—

The

From Coll.r 24th Aug.t in Cons.t 10th Sept.r 1840
Board's Pro. 24th Sept.r 1840.

3. The Estate was attached in August 1840 for a balance of Peishcush of Rupees 1862 — — and owing to dissensions between the Proprietors a subdivision of the Estate was at the time applied for, which the Board authorized should be done if the parties concerned made no satisfactory arrangements for the payment of the arrears.—

4. It will be observed that the Subdivision accounts are under preparation with reference to the accounts of July 1250 — 51. V. 52. but the Joint Proprietors having 1840-41 — 1841-42 — 1842-43 effected an amicable Settlement of their disputes are now desirous to resume charge of the Estate without proceeding to a subdivision, and have agreed to pay the arrears due to Government amounting at the end of February last to Rupees 3986-11-11 by four annual instalments and to pay hereafter jointly the annual Peishcush as usual.—

5. The Board beg to support the recommendation of the Collector that the prayer of the Petitioners to be put in possession of their Estate on the conditions stated be complied

complied with and in respect to
to the demand for interest on the
amount of arrears now due, the Board
concur with the Collector that the
should for the present be retain-
=ed in account to be eventually
enforced, in the event for the
Petitioners failing
in the fulfilment of
their engagements.

Revenue Board Office,
Fort St. George,
31st March 1845.

(Signed) I. Pycroft
Secretary.

Read the following letter.

To

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

30

From the Collr. of Masulipatam } Sir,

I have the honor to forward for the purpose of laying before the Board the accompanying original Petition of Appeal made to the Board of Revenue by Moollapoody Venkanah complainant under Regulation IX of 1822, together with my remarks thereon.

I beg also to forward the Original Record as well as the Proceedings held in the Case in question.

Masulipatam Zillah, Collr's Circuit Cutcherry, 27th January 1845.

(Signed) R. J. Porter
Collector.

A

Translation of an Appeal Petition addressed to the Board of Revenue by Moollapoody Venkanah late Goomastah of Loans in the Division of Masulipatam.

Remarks of the Collector

1. That in Fusly 1247 when the Sayer Divisions were taken under Summary management Mr. Wroughton then Collector was pleased to Appoint me as Sayer Goomastah at Rumbumpaudoo Chowkey in the Joodjoor Division, the Collection of which having been increased by me the then authorities perceiving my vigilance were

were pleased to transfer me from that to another Village Jayenty, as the Sayer Collections of that Chowkey had greatly fallen off, instructing me at the same time that the Collections of the latter place should be gradually increased, I accordingly went and I was afterwards transferred to the situation of Loom Goomastah in the Hoozoor Sayer Division of Masulipatam.

2. In fusles 1250 and 51 I continued to manage the functions of that duty with great propriety regularly — delivering in charge of the Police Ameen the Collections of Moturfa tax which should be collected thro' me, and — which was collected and — brought to me by a Peon called Shaik Ally, who was nominated to attend with me in my charge for that purpose.

3. Besides the Amount of Moturfa Collections received thro' 3 given by M. Venkanah — in the deposition on

thro' shaik ally Peon and Credited in the Circar Accounts there appeared a Sum of About Rupees 300 still remaining to be collected from the Moturfha Ryots, I asked the Peon Shaik Ally the Cause why the balance to that extent was still remaining uncollected. He declared to me that the Tahsildar caused also to collect Money to certain extent from the Ryots by calling some of them to his Cutcherry and deputing Volunteer Peons to the others, and that the Amount so collected has been misappropriated by the undermentioned persons, Viz.t Siddoo Lungah Tahsildar Rupees — 125, Moturfa Goomasta Rupees 8, a Peon Barum Swamy Rupees 13 Meer Hyder Peon Rupees 6, — Rung and Hanoomantaroydoo, a — Peon Rupees 3 — total Rupees 155, that he (the Peon shaik ally) also misappropriated Rupees 25. making

on the 1st October 1812 he stated — that the Peon Shaik Ally had informed him that a misappropriation of the Sum was made — by the Moturfa Peons Viz.t by Barum Swamy Rupees 13 as P 8 — Meer Hyder Rupees 7 and Rungaiah Hanoomantaroydoo Rupees 2, that the remainder was misappropriated as explained in — his (Venkanahs) Petition, and that he had no evidence at all to prove what Shaik Ally had informed him — moreover the individual detail of the Sums

making in all a total of Rupees 180 and that the remainder is outstanding against the Ryots.—

Sums stated in the deposition and those in para 3 of his Petition do not correspond with each other. Therefore this circumstance does not appear to be proved.

4. The Money which the Tahsildar &c. Servants have thus Collected and Misappropriated to themselves in the above manner was on account of private income or rewards which they usually receive from those individuals. Moreover the Tahsildar having insisted upon their paying the Money again the Ryots convincing that the Tahsildar, without bringing to Circar Account the Amount already paid by them, was oppressing them to pay again the Money have concerted themselves to bring the Case to the Notice of the Collector. Hearing of this, the Tahsildar &c. by whom the money was thus Misappropriated were fearful lest it would be detrimental to their interests if they (the Ryots) would

4. The circumstances here stated have not been proved, as will be seen from the explanation given Opposite to Para 6.

would complain of this irregularity to the Collector, and the Tahsildar Accordingly pacified the Ryots as well as the Peon Shaik Ally &c. by some amicable terms, and made them to declare that they have collected from the Motursa Ryots and paid to me certain Sums of About Rupees 200. and that the remainder is due by the Ryots themselves. Thus the Tahsildar &c. caused the said Shaik Ally to declare before the Collector, and also persuaded some others to declare in the same manner on account of some small items. The Collector by my bad luck, without enquiring into the bottom of the Case has suspended me from my Service (one year ago) on the 30th August 1814. Moreover passed a decision on the 8th August 1813 against me, awarding that I should pay a penalty of a Sum of Rupees 375. being the double Amount of the money which had been Misappropriated by the said Tahsildar &c.

Yrs. Servants in the manner already stated without Creditng the same in the Circar Account, and also issued an order of dismissal to me on the same date. It is further stated in the decision that I should (if not satisfied with the decision) make an appeal to Your Board on the Subject within a limited period of 3 Months, I therefore took the liberty to submit my appeal Petition to your Board in the hope that I will be redressed and extricated from the gross injustice I have undergone. The reasons I have to adduce for it, are as follows.

Answer to the 1st. Para of the Collectors' decision.

1st. Count. If it was true that a sum of Rupees 7 was paid into my Charge by the 9 individuals and that I had not caused it to be credited

5

5. The very individuals to whom it is stated the Defendant repaid the sum of 7 Rupees which he has not brought to Account

have

Credited in the Account, I would have paid the same to the Circar even at the time the Matter was under agitation as it was collected from the Ryots at the same time, but why should I have been under the necessity of repaying the same into the hands of the Ryots and desiring them to pay it to the Circar.

6. 2d. Count. The mention made that the Tahsildar had Collected one Rupee from the Ryots in an oppressive manner is of itself a sufficient proof of the circumstance of the Tahsildars having also been in the habit of collecting the tax from the Ryots separately, as setforth by me above, without my Knowledge of his having usurped the Money without bringing the same to Circar Account) under the name of

6. The circumstance to which the Defendant refers of one Rupee having been collected by the Tahsildar by compulsory means and the inference he thence draws that it would go to prove that the Tahsildar was also in the habit of collecting the tax from the Ryots separately, are quite inconsistent with his object of exonerating himself from the Offence with which he stands charged

have deposed to the fact. His mere denial of this Charge cannot exonerate him from the guilt.

of rewards or private income usually collected from the Moturfa Ryots of his having demanded the Ryots as if the Amount of the Tax is still due by them and of his (Tahsildars) with a view that in case of the Ryots complaining of it to the Authorities (being unable to suffer the oppression) it would become hurtful to his character, pacifying the Ryots to combine with him for his support against any risk and by Subtlety exhorting them (the Ryots and Peons) to impute all the same upon me. For instance, I beg to observe that the deposition given before Mr. Ward the late Head Assistant Collector by Magaty Chinna Banjoodoo Banian of Jalal Pettah and

charged, The Weavers Complained in their Arzee that one Rupee was collected from them by the Tahsildar which they Asserted was in addition to what they had paid to the Peon and the Goomastah (Defendant) which was not carried to Account. Hence it followes that the Tahsildar collected Money, which it was his duty to do, because it was not Credited in the Account, Notwithstanding that it may have been previously paid to the Goomastah and the Peon. Consequently this Circumstance goes to establish the guilt of the Defendant and the Peon: The instance to which the Defendant alludes is likewise inapplicable to the present Case as will be Apparent from the following circumstances. Magaty Banjoodoo and others gave depositions that they collected from

and the Accounts produced by him as well as the depositions given by the Witnesses on behalf of the Said Banjoodoo can on a reference evidently shew that the Tahsildar has appropriated the Moturfa Collections through the medium of the Moturfa Peon Shaik Ally under the Name of Annual rewards payable by them to him.

7. 3d Count. In the sum of Rupees 270-- being the balance on account of Moturfa tax outstanding up to the date of examination by Dronumraujee Venkajee Puntoolu Joozoor Goomastah, of the Moturfa Accounts, the Sum of Rupees 180 a P. which was collected and Inis appropriated by the Tahsildar &c. is included, consequently the whole Amount is not collectable from the Moturfa Ryots. From the mere mention made by the Tahsildar against me with a view

from Among themselves 4 Rupees and odd for payment to the Tahsildar as bribe, and that they paid him the same two Years ago in order that he may not increase the Moturfa Sist against them. The late Mr. Ward Head Assistant Collector in his decision dated 11th. November 1812 stated that the circumstance of the bribe having been given to him Appears doubtful and not proved by fact, and so dismissed the complaint. The subject of this Complaint was brought to the notice of the Board in Para 3 of my letter dated 26th. November 1812. The complaint brought against the Tahsildar which has not been proved was for an alleged bribe that the Sist may not be increased and not that the Tahsildar made any Collections on Account of Moturfa or Appropriated them to his own use.

7. The Defendant has already stated that he could

view to escape himself from the demand for the payment of money appropriated by himself and others, no responsibility can be attached to me for the same.

8. 4 Count - If it was true that the Sum of Rupees 180 - 9 - 8 / after deducting the Amount which the Ryots still ac: knowledge to be due by them on account of the balance outstand: ing against the Ryots residing in Mr. Oake's Pettah and Ramanah Pettah for fusles 1249, 50 and 51, / was paid by the Ryots into my charge as stated in the Collector's decision, the Ryots would have on the same day on which the money was paid by them or even some days after, have obtained receipts from the Tahsildar, and if the receipts were not as granted could adduce no evidence to prove of the Tahsildar having Collected and Misappropriated 180 Rupees Vide reply to Para 3.

8. A large portion of this Sum is particularly due for fusly 1251, and as the Ryots have not been furnished with the receipts for their payments they were obliged as a matter of course to present a Petition to the Collector not long after the commencement of fusly 1252 complaining of it, which is the subject of this Case - During the enquiry it has been brought to notice that receipts were not given for certain payments

granted or any Obstacle made, the Authorities would have immediately interrogated and obtained full explanation from me - Moreover the Tahsildar, whose duty it was to ascertain either at the close of each fusly or at the time of Settlement into the Collections and Balances of the past fusles, has laid the matter aside without any enquiry for a long period as till 4 Years, from this it may be evident and clear that he (Tahsildar) having entered into terms with the Ryots in obtaining for them an abatement of the demand of tax, had by that influence obtained their consent to appropriate the

Moturfa payments made on Account of fusles 1249 and 1250.

Moturfa Collections paid by them in the instance under the denomination of his usual rewards, through the Medium of the Said Peon Shaik Ally, without carrying the Same to the Credit of the Circar that for that purpose he laid the Case dormant for so long a period in order to conceal his misappropriation. Subsequently the Tahsildar finding that some of the Ryots, in consequence of the oppressive demands made by him for the collection of the tax again intended to complain of it to the Authorities, had, with a view to save himself, Caused the Charge to be imputed to me who am an innocent, and beg to state in conclusion that the Tahsildar and Peon combined together and misappropriated the Collection, and that a thorough

Except the appellants assertion there is not the least evidence on the face of the record to shew that such has been the Case.

thorough investigation has not been made into the case by the Collector, who put a great stress upon the pre-concerted and false evidence as set forth in Paras 4 & 6. and 10 in reply to the grounds recorded in the Decision which are inconsistent with one another.

9. 5th. The Collector has himself Acknowledged and recorded in his decision that the balances due from the Ryots are collected by the Peons and that it was proved that the Peons and the Tahsildar have been in the habit of collecting the same from them. Notwithstanding this, he (the Collector) passed a decision against me contrary to justice, that I should pay the penalty of double the Amount in question.

10. 6th. In this decision, tho' the Collector admits that neither

9. No such thing. It is clearly recorded that the Goomastah and the Peon received the Collections, and not the Tahsildar.

10. A reference to the decision will shew that such

Neither the Moturfa Ryots nor Shaik Ally have paid into my charge the said Money, as well as of Shaik Ally having informed that the Tahsildar Vn. had misappropriated the Sum of Rupees 180 as alluded to above, and of Shaik Ally having collected the Money in question still be on the mere Statement of Shaik Ally and of his Witnesses who gave false evidence that the Money was paid into my hands holds me responsible for the Money in question which is contrary to justice because no proof is adduced that the Sum of about Rupees 200. was paid into my hands as Shaik Ally says such admission is neither implied nor expressed. Shaik Ally the Moturfa Peon stated in his declaration that he will prove by the Witnesses, which he accordingly did, that he collected the Money as entered in the following Statement from the Ryots, and paid the same into the hands of Venkanah the Defendant, but that there was no evidence to his having paid to Venkanah the Money Collected by him from the remaining individuals at different periods—

Names of the Individuals	Amount collected	Names of the persons from whom the money collected by the individuals mentioned in the margin, is stated to have been received	Amount paid to Venkanah as stated by the individuals mentioned in the margin	Amount carried to the Credit Account	Balance
Comprehending Tahsildar's Peon	Chs. A P		Chs. A P	Chs. A P	Chs. A P
1 Vencatasy Chetty	12 " "				
2 Pedda Nagaya	12 " "		12 " "	

paid by him into my hands - Ankala Swamy and Soobbaya gave depositions that Barum Swamy a Peon to whose charge they paid certain money so far back as 2 or 3 Years, has desired them to state that the Money was not paid into his (Swamy's) hands. The Collector moreover stated in his decision that there is no doubt of the said 2 Peons having combined together in making this fraud. The said Peon Shaik Ally who has deposed that he paid into my hands the money Collected by him while it is not the Case I had for fear that he would be held responsible for the payment of small sums from different Ryots, and as many of them have declared that they had actually paid the tax into the hands of the Moturfa Peon Shaik Ally, and the Goomastah Venkanah tho' they could not prove it, the unanimous Statement of so large a body of People, that they paid the Money into their hands is considered to be worthy of credit, tho' there was no further evidence to substantiate the fact of the whole Money having been paid into their hands - Moreover as the responsibility of collecting the tax chiefly rested with Venkanah Goomastah, it is clear that the sum of Rupees as P. 180 - 9 - 8 collected on account of Moturfa in the several Pattahs subject to the said two Tanahs placed

of the money collected by him from the Ryots deserted from this Country leaving his belt and badge - From the desertion of Shaikally it is clear that he is responsible to make good the Circar Collections. The Collector has overlooked all these facts, and in his decision made me responsible for the Money collected by the Peons which was never paid by them into my hands - 11. If it was true that in fusly 1251 Looms were newly kept Viz. 2 Looms by Nundum Peddy Ranzooloo and Darany Antiah at Chakeravoopollem / by Cunsapa Velliah Bundy Goorappah, and Nudeegopoola Veeranah at Innoogoodroo Petta, the Peon placed under his superintendence has been made away with by the combination of himself and the Peon without bringing the same to account - Further as some Ryots and the witnesses on behalf of Shaikally have deposed to the Money having been paid in charge of Venkanah, he was considered as principal in the commission of fraud and consequently held responsible for it. Nootaky Braniah Linguru deposed on 30th September 1843 that he paid 2 Years ago 4 Annas in charge of Venkanah being the first due by him for 2 Years Viz. for fusslies 1249 and 1250, the periods of 2 Years antecedent falls in September 1840 of fusly 1250. as the said Venkanah was employed as a Loom Goomastah on 8th August 1840 his agreement that he was at Jayenty Chowky as a Sayer

Peon Shaik ally should have caused their attendance before the Tahasildar at the beginning of the year, and the Tahasildar should have at the same time assessed those 9 Looms. This has not been done, Consequently the tase on the Looms newly kept in that year, did not amount to more than 6 Rupees, whereas evidence has been adduced by Shaik ally and others against me thro' enmity is untrue and a decision passed accordingly that I should make good as 9 Rupees 14-8-0 on that account.—

12. With regard to the Statement of the Demand Sayer Goomastah and not removed thence to Bunder is not worthy of credit. Madoogala Veerados of Cooramah Caste gave declaration that he paid 3/4 Rupee on account of the 5ist of fusly 1250 into the hands of M. Venkanah and a quarter Rupee in Charge of Shaik ally. The 1st and 2d Witnesses have deposed that a half Rupee and a quarter making 3/4 Rupee was paid in Charge of Venkanah. From this the Petitioners' Statement that their declaration is Contradictory as to the Coins Silver or Copper, appears worthless. With regard to the Petitioners' Statement that Shaik ally for fear of being held answerable for the Money, acknowledged to have been collected by himself had made his escape, and

Demand given into my hand by the Tahasildar it is to be observed that as this is given to the Sanapaty for a temporary purpose as Stated in my declaration, it cannot be Considered an offence.—

13. If the Tahasildar had not embezzled Rupees 180 as Stated above, and if I who was performing the Circar's duties always in his presence on a Salary of Rupees 5 per Month, had within the two years misappropriated a Sum of about Rupees 200 from the Moturfa Collections as well as a Sum of Rupees 7/4 by diminishing the Number of Looms, how could the Tahasildar, who and that on this ground alone, he must be Called upon to account for the deficiency. It is to be remarked, that Shaik ally was present till after the Completions of trial, moreover he has adduced proofs that the money Collected by him had always been paid in Charge of Venkanah. To this effect remarks are appended in the Books in presence of the individuals and the Goomastah, which Shew that the Money Collected by him was paid in Charge of Venkanah which he attested with his Signature. Venkanah likewise attested it with his own Signature. Under all these circumstances there is no doubt that the said Venkanah and Shaik ally 2d have combined in the Commission of fraud. But as

who was in the receipt of a Salary of Rupees 100 per Mensem and who is Charged with the Superintendence of the affairs of the Office remain Silent without enquiring into or obtaining information of the fact. I therefore most respectfully entreat your Honorable Board will on a perusal of the foregoing Circumstances and the two accompanying enclosures, be pleased to reverse the decision passed by the Collector and issue orders to restore me to my Situation.

Masulipatam
14th September
1843

Signed/ W. Venkanah.

as Venkanah/ Defendant/ is the Principal he has been accordingly held responsible for the Money. The cause of desertion of Shaik ally might on these grounds be attributed to some other irregular Proceedings with which he has since been charged.

Answers to Qrs 11 and 12.

The 2 Looms employed by the Weavers Nunderriah Cedderaujoo and Dharanee Attoyah of Chankeravoopollem up to fasly 1250, were entered in the Circar Accounts as having been left by them being unable by poverty to employ them, and Consequently they were deducted from the Circar accounts. These two individuals have deposed that in fasly 1251 they re-employed the 2 Looms and paid Rupees 3 in

in charge of Venkanah and Shaik ally at 1½ Rupees for each of the 2 Looms which they have proved by witnesses. In the Circar accounts are entered 4 looms employed by Cosanum Mulliah Bunda Goorapah and Addezopolla Veeranah Weavers of Innoogoodroopetta paying a tax of 6 Rupees. These 3 individuals have declared that they had employed 7 looms and paid in Charge of Venkanah Rupees 10-4- being the tax assessed thereon and in the deposition given by Metta Goorapah Head Weaver or Sanaputty this circumstance is fully substantiated. As a proof of this it is espressly inserted in the list written in Venkanahs own hand writing and delivered by him to the Head weaver or Sanaputty that the Sum of.

of Rupees 10-4- - being the tax fixed on them should be Collected from them. If, as stated by the Petitioner, on looms were employed by the weavers in question in fusly 1251, why should the sum of Rupees 10-4- " have been entered in the list prepared in Venkanahs own hand writing and given by him in Charge of the Head Weaver. Besides this, it was impossible to compile an account for a large Number of individuals paying a large amount merely from Memory without reference to some other Accounts, so that he must have already one in his possession. Under all these grounds, the Petitioners' Statement that he drew out the list merely by Memory as adasutta or a guess, is not worthy of credit. Venkanah as

as a Goomastah could have no necessity to draw out the list by mere Memory, Consequent on these several grounds the decision No. 2 has been passed against him as his arguments went merely to cover the fraud and screen his delinquency.-

Answer to No. 13. Siddoo Lingiah then Tahasildar of Bunder, at present at Jugiahpett, addressed an arzee on the 23d June 1843 No. 95 Stating that in Consequence of the large balance due on account of Koturfa by the end of fusly 1251 in the several Pettahs subject to Mr. Oakes' Pettah, and Ramanaidoo Petta Tanahs, he sent for the Ryots for enquiry, when they Stated that the whole Amount was paid by them in Charge of the Goomastah Venkanah and

and Shaik ally Vs. Veons, that Shaik ally and Venkanah on being examined declared the former that the Money collected by him was paid in Charge of the latter for remittance, while the latter denied it, saying that he made no Collections for some days past, that in order to discover the truth and to submit a record of the trial to the Hoozoor, he examined all the Ryotes and ascertained from their Statement that a sum of Rupees 150- on account of Noturfa Collections was misappropriated by Venkank up to the close of the year, of which Venkanah has paid Rupees 70 up to 24th August 1842, that in the meantime the enquiry of this Case having been commenced at the Hoozoor, he could not make further enquiry nor close the record

record for transmission to the Hoozoor, and that no exertion was wanting to Complete the enquiry and adopt measures to discover the truth. Under the foregoing circumstances, it appears that the Tahasildar had in the first instance instituted enquiry into the Case, and that Venkanah had paid into the Tahasildars' Treasury the Sum of Rupees 70- out of the Money which he Misappropriated.-

Masulipatam Zillah Collr. Circuit Cutchery at Ellore 27th January 1845.

(Signed) R. T. Porter
Collector.-

30-31

Order thereon.
(Vide Proceedings 7th April)

Ordered to be sent again in Circulation.-

Read the following letters.-

32

From the A.G. Collr. of Guntoor.----

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

Sir,

I have the honor to report for the information

information of the Board that I have received a communication from Rainanath Babo, representing that the Court of Sudr Udalut have directed the Civil Court to carry out execution of three decrees against him by proceeding against his personal property, and soliciting my further interference in his behalf, as in these Cases the Collector has already applied to the Judge to stay proceedings. I have in reply informed Ramanauta Babo that I am unable to obstruct the course of justice, and that any further plea he has to urge must be brought by himself, before the Court, which answer will, I trust, meet with the approbation of the Board.—

Guntoor
Coll.r Cutcherry
24th March 1845.

/Signed/ D. White
Acting Collector

Order thereon. 32-33

Ordered that the foregoing letter be submitted for the information of the Most Noble the Governor in Council in reference to the Board's letter of 17th Instant.—

To

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

34

From the Asst. Coll.r of Guntoor

Sir

17th March 1845.

I have the honor to report for the information of the Board, that in consequence of having received a communication from the Commissioner to the effect that very extensive mis-appropriations of the Collections by the present Ameen of the Cooropand Talook had been brought to his notice, I have at his suggestion suspended that Officer from his situation.—

*Vetcha Bashearloo

Guntoor
Coll.r Cutcherry
24th March 1845.

/Signed/ D. White
Acting Collector.

Resolution thereon. 34-35

The Board approve of the Acting Collector having suspended Vetcha Bashacarloo Ameen of Coorapand Talook under the circumstances stated, and will await the issue of any further proceedings that may be taken regarding him.—

Read the following letters—

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

36

From the Coll.r of Nellore

Sir

I have the honor to acknowledge the

the receipt of Extract from the proceedings of the Board of Revenue under date 27th. January accompanied by Extract from the Minutes of Consultation dated 24th. December 1844. regarding the disposal of Buff Accoutrements and in reply, I have the honor to request that 50 sets may be furnished for the use of armed Peons in this district.

Nellore - - - - Coll.r.s Cutcherry - - 25th. March 1845.

/Signed/ J. F. Bishop
Collector.

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

37

From the Coll.r.s of Bellary - - - - -

Sir,

1. I have the honor to acknowledge the receipt of the Extract from the Minutes of Consultation dated 11th. January 1845. No. 57. prefixed to the Boards' Proceedings of the 27th. of that Month.

2. The Board have not explained the description of the Condemned Buff accoutrements therein specified, nor am I aware of what they may consist. Should there be any Belts such as are worn by Peons to which the Circar Badge can be placed I request to be informed whether I will be pleased to procure 500 for the use of the armed Peons on my Establishment as

J. S.

as this supply will save the expense of making new ones.

Bellary Coll.r.s Office 23d. March 1845.

/Signed/ A. Mellor
Collector

Order on the 2 foregoing letters. 36-38

Ordered to be on the table

Read the following letters.

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

39 30

From the Ag.t Coll.r at Cuddapah

Sir.

Adverting to an Extract from the Proceedings of the Board of Revenue dated 20th. January 1845 having reference to a letter from the late Acting Collector of Cuddapah of the 26th. November 1844, I have the honor to forward Copy of a letter from the Sub Collector affording the information required by which it appears that the Rodee in question is "Rungany" and payable only on the Cultivated portions of the Enam.

Cuddapah Coll.r.s Circuit Cutcherry at Wontemittah, 13th. March 1845.

/Signed/ J. H. Cochrane
Acting Collector

No. 1

To J. H. Cochrane Esq.re
Acting Coll.r of Cuddapah.

Sir,

In compliance with the request contained

Fort St. George 31th. March 1845

contained in Mr. Inglis' letter of 29th January, I have the honor to report for the information of the Board of Revenue 1st. that in selecting the portions of Enam proposed to be retained free of Jodee as remuneration for the Meerat Meerasidars of Chunchepilly a fair division of good & bad was made in the wet & dry lands but the bagoyet was left out altogether as its great elevation renders it unsuitable for garden Cultivation.-

2nd. The Meerasidars state that they are quite willing to take land in any other part of the Village provided they obtain it free, but they all object to any payment of Jody.-

3rd. The accounts dont state whether the Jodee on the abovementioned Enam is permanent or payable only on the parts Cultivated, it is entered merely as Jodee Enam but the practice has all along been to allow remission for waste land. In endeavouring to find in the old accounts some more precise information on this last point I have been

Fort St. George 31th. March 1845

been delayed longer than I could have wished in sending you this information.-

Cumbum 8th. March 1845.

(Signed) T. Knox.
Sub Collector

39-40.
Resolution thereon; The Board authorize the arrangement proposed in Mr. Inglis's letter of the 26th. November 1844 for the remuneration of the Meerat Meerasidars of Chunchepilly under the explanation given by the Sub Collector.

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

41

From the Asst. Collr. of Cuddapah affording the information required in his letter of the 3d. Instant having reference to an Endorsement dated 20 Ultimo on Petition of D. 724 of 1844;

Fort St. George

Sir,

1. I have the honor to afford the information required in your letter of the 3d. Instant, having reference to my Endorsement Dated 20th. Ultimo on Petition No. 724 of 1844.-

It will be observed by the Board that in mentioning that "the Tasildar undertook on all occasions to supply the Petitioner with sufficient water provided he shewed any inclination to cultivate his Land," I quoted what that Officer had stated in his Arzee, which he did-

J.

I presume with a view to show that the Petitioners and his Brothers claims for remissions for Bunjer on the reasons they assigned were inadmissible. The small watercourse by which Petitioner's Land was irrigated in conjuction with others adjoining the neighbouring cultivation fell in and got filled up in the Course of time, during which Petitioner's Brother allowed his Land to remain uncultivated. This however was easily to be remedied by the Neercutts, who are employed in the distribution of the Water being directed to put the same into good order. The manner in which the Thasildar undertook to supply the Petitioner with water was by assuring the Petitioner that he would cause whatever was necessary to be done.

2. As long as the assessment on the land was remitted, consequent on its having been left Bunjer, there was no cause for Complaint but on the remission being disallowed, Petitioners' grievances ought to have been attended to

to at once; and in deciding on the merits of the Case, I came to the conclusion as expressed in my Endorsement as to the cause of the Petitioners not cultivating the Land, not being myself altogether satisfied with the Thasildar /as regards his impartiality in the matter/ whom I have censured in expressing to him my opinion on the subject.-

Cuddapah District, Coll.rs Circuit, Cutchery, Wondimitta 13th March 1845.

/Signed/ J. H. Cochrane
Asst Collector

Resolution thereon.

(41-42) The explanation furnished in the foregoing letter is considered satisfactory.-

Read the following letter.-

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

From the Agent to the Governor at Kurnool (43)

Sir,

I have the honor to forward a specimen of sugar manufactured in this District, and request you will have the goodness to ascertain whether there is any demand for sugar of this sort, and what price it will fetch.

This-

This is not made from the produce of the Mauritius sugar cane which the Board forwarded, but of the Cane of the Country - as yet no sugar has been manufactured from the former.

Camp, Tanjore Gully, 13th. March 1845. } (Signed) S. Scott
Agent to the Govr.

Ordered that the following letter be sent in consequence.-

(43-44)

To the Chairman of the Chamber of Commerce } Sir,

To The Chairman of the Chamber of Commerce

I am directed by the Board of Revenue to transmit to you the accompanying specimen of Sugar manufactured in the District of Kurnool and to request you will have the goodness to state whether there is any demand for sugar of this Sort for Exportation to England or elsewhere, and what price it will fetch at Madras.-

(To Kurnool 13th. inst. 31st March 1845.)

Revenue Board Office, Fort St. George, 31st. March 1845. } (Signed) T. Pycroft
Secretary.

Read

Read the following letters.

To.

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

(45)

From the Collector of Chingleput } Sir,

The Civil Auditor having in his reaudit of my accounts for July 1252 required the renewed sanction of Government for the Pagodah and Mosque allowances annually defrayed from my Treasury in lieu of resumed lands and Privileges, I have the honor to submit a list of the same and Request that the required sanction may be procured.-

Chingleput District, Collector's Circuit Cutchery, Plumary 15th. March 1845. } (Signed) A. Freese
Collector

List.

4216

Fort St. George 31st March 1845.

A.

List of Pagodas to which annual allowances are paid from the Treasury of the Collector of Chingleput.—

No.	Names of the Stations	Names of the Swamies or Idols.	Amount paid annually. Rs. a. p.
	Under the Superintendence of Dharmakurtahs		
1	Conjeveram	Stree Vurdarajaswamy	10,661 14 1
2	D°	Yacambaswaraswamy	705 9 2
3	D°	Camatchemmah	1,401 11 2
4	Madrantacum	Coleundaramaswamy	685 15 11
5	D°	Vengadeeswaraswamy	290 4 11
6	Malavyaroor	Prasanna Vencataswaraswamy	364 " 8
7	Atcherwankum	Atcheeswaraswamy	27 2 11
8	Trieutcheecommum	Vadageeeswaraswamy	3317 2 11
9	Trieutchoor	Maroondaswaraswamy	2262 4 7
10	Singapermalcoil	Narasanmakswamy	15 2
11	Streeperumatoor	Baskejacarloo	2,286 9 "
12	Teonnadee	Teromadee Alwar	1,533 " 11
13	Teravellore	Stree Seeraragavaswamy	1,301 3 "
14	Teruporulvanum	Palaswaraswamy	922 14 6
15	Cholaveram	Augusteeswaraswamy	300 " "
16	Teroovercandoo	Vadapooreeswaraswamy	350 " "
17	Teroporoor	Cundaswamy	2,361 " 1
18	Mahabelipooram	Malasynaswamy	209 13 8
19	Teruvalundy	Nittiacullamaswamy	458 3 6
20	Pomary	Harikistnaswamy	1238 13 6
21	Bauboorayapettah	Vijaya Vurdarajaswamy	233 2 4
22	Paundoor	Sudecasaraswamy	43 12 1
23	Cheyoor	Hareyamaneekaswamy	58 2 11
24	Teruvamoor	Teagaroyswamy	170 10 "
25	Colatoor	Somaswaraswamy	78 8 2
26	Caucaloor	Sunjeeveroyaswamy	32 12 2
			33398 11 5
27	Teruvalacany	Tolasingapermal	1492 11 9
28	Mylapoor	Capalaswaraswamy	1968 5 6
29	Teruvoteeswarapettah	Teruvoteeswaraswamy	108 14 7
			3869 15 10
		Total	37,268 12 3

Chingleput District Collectors
Circuit Cutcherry Pomary 15th March 1845.

E. E. H. / Signed / A. Trease
Collector

Ordered.

Fort St. George 31st. March 1845.

Ordered that the following letter be sent in reply.-

(45-46)

To the Collector of Chingleput

To. The Collector of Chingleput.

Sir

Para. 1- I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 15th. Instant submitting for sanction a List of Pagodas to which annual allowances are paid from your treasury amounting to Rupees 37.268- 11- 3-

2. The Board wish to be informed whether the above allowances correspond with the amount originally fixed in each case in commutation of the Inaniem and Maraha, to which the Pagodas are entitled, and comprize the whole amount payable to them on that account.-

3. This information is required to enable the Board to obtain special sanction for these allowances to obviate the necessity of applying for renewed sanction annually.-

Revenue Board's Office,
Fort St. George.-
31st. March, 1845.-

(Signed) J. Pycroft.
Secretary.

(47)

From the Collector of Chingleput &c.

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

Sir,

With reference to the Extract from the Minutes

Collector of Chingleput to state what is the custom in the District where Porumboke or land unfit for cultivation is occupied for building by others than the ryots of the Village.-

Fort St. George 31st. March 1845.

Minutes of Consultation of the 21st. February, transmitted with an Extract of Proceedings of the Board of Revenue of the 13th. Instant, I have the honor to state that when Porumboke lands are required for building purposes by others than the ryots of a Village it is usual to assess them with a quit rent regulated according to the demand upon the cultivated lands of the Village.- The Fort of Tripassore being situated within a Zemindary, no fixed rent has been assessed upon the lands, but the average rates of the first class dry land in the adjoining Villages being Rs. 2 As. 10 — a per Cawney, I would suggest that sum as the rate of quit rent to be demanded.-

Chingleput District,
Collector's Circuit Cutcherry,
Tirivalloor, 24th. March, 1845.-

(Signed) A. Freese
Collector.

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

(47-48)

To the Chief Secretary to Government

To the Chief Sect.y to Government

Sir,

With reference to the orders of Government dated 7th. Instant

In Con. 13th. March 1845.-

No. 314. I am directed by the Board

Fort St. George 31st March 1845.

of Revenue to request that you will lay before the Most Noble the Governor in Council the accompanying letter from the Collector of Chingleput, furnishing the information required by Government regarding the Custom of the District where Pemmipoke or land unfit for Cultivation is occupied for buildings by others than the Ryots of the Village.

24th in Cons. 31st March 1845

2. The Board concur with Mr. Trees in thinking that under the explanation which he has given Rs. 2 As. 10 per Cawny would be a fair rate of assessment for the land applied for by Captain Mackay on behalf of the London Missionaries Messrs. Lewis, Porter and Leitch.

Revenue Board Office,
Fort St. George,
31st March, 1845.

(Signed) T. Pycroft
Secretary

Read

Fort St. George 31st March 1845.

Read the following letter.

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

49

Sir,

From the Collr in the S. Dn of Arcot submitting further explanation regarding the Establishment required for the Frontier and Sea Custom Departments and forwarding a Sketch of the Map

To B. of R. 5 January 1845

Para 1. With reference to your letter of the 24th ultimo in Cons. 31st March 1845 I have the honor to state for the information of the Board, that the employment of Six Peons at the Hoozoor Sayer Department, appears on further consideration, absolutely necessary. The Frontier Choukies and Mundoo-vahs being perfectly distinct and situated far from the regular Taloob Cappal stations, their services are most useful to convey orders, requiring immediate attention, from the Hoozoor to the several Choukies, and also for the general duties of the Department, which explanation will be found more at length on a reference to the enclosure No 4 sent to the Board.

11 May 1844

I have also the honor to

2. forward a Sketch from the Map of the French Territory, in order that the Board may

see,

see the exact locality of our Villages Up to a late period the 46 Peons/39 Choukey Peons and 7 Pygusts/ were employed to watch the English Villages situated in the uncoloured parts of the Map between the French Villages, to take an account of their produce and manufactures, and to prevent our inhabitants as well as those of the French Villages from smuggling, and to wait on the high roads, to bring to the Sayer Cutcheries the goods coming from the English Villages at a distance from the French Territory, on the border of the frontiers which were formerly guarded by the Cuddalore, Irevandy, Villapooram, and Sindevanum, land Custom Servants, but who having since been removed, the French Villages are unprotected to an extent of more than 220 Miles, I therefore hope the Board will not consider the establishment now required, more than sufficient- 91 of the 113 Choukey Peons will be stationed as numbered in the Map, and 22 distributed as follows, Viz.t 5 at the Cottacoopum Sayer, 3 at Vuldavoor, 4 at Cundamungalum, 3 at Mortandy Chavedy, 3 at Thoknampaukum and 4 at

†Marked A

at Malalput, in order to visit every day the Stations of the Choukey Peons to take an account of the produce and manufactures of the English Villages, and to be of use for any extra duty when the other servants of Sayer go in search of contraband articles.-

3. In regard to the employment of the two additional Writers at 14 Rupees each per mensem, for the Ports of Cuddalore and Porto Novo, already applied for, I beg leave to observe that tho' the entertainment of a Writer at the latter place may be dispensed with, the services of one are much required at Cuddalore where the duties of the English Writer have of late, considerably increased owing to the increase in the Export trade to Europe.-

4 The Establishment alluded to in the 5th Para of your letter, being totally unconnected with the Sea Custom Department, a letter with the usual application will be separately forwarded.-

South Arcot, Collr.s Cutcherry
Cuddalore 11.th March 1845.-

/Signed/ W. D. Davis
Collector

Ordered,

49-50

Order thereon

(Vide letter to Govt. 10th April)

Ordered to be sent again in circulation.

Read the following letter.

To

I. Bycroft Esqre

Secretary to the

Board of Revenue

Fort St. George.

51

From the Coll.r of Sanjore - - -

Sir,

I beg leave to bring to the notice of the Board that I have not yet received sanction for the entertainment of additional Goomastahs according to the Statement submitted on the 6th September last. As without this additional establishment the business of the Summahbundy could not be carried on, I have been forced to incur the responsibility of maintaining it in anticipation of the usual authority.

Sanjore Vellum
12th March 1845

/Signed/ A. C. Montgomery
Collector.

51

Resolution thereon.

The Statement referred to in the foregoing letter has been submitted to Government and their orders will be communicated as soon as received.

51-52

Read the following letters.

To

To

I. Bycroft Esqre

Officiating Secretary to the

Board of Revenue

Fort St. George

53

From the Asst. Head Asst. Collector Incharge of - - - Trichinopoly - - - - - - - - -

Transmitting Summahbundy Report for Fasly 1253 duly revised.

Sir,

In compliance with the Board's instructions contained in the Secretary Mr. Bourdillon's letter of the 13th ultimo I have the honor to transmit herewith the report on the Settlement of this District for Fasly 1253 which having been duly revised as therein directed.

Trichinopoly - - -
Collector's Office - -
14th February 1845.

/Signed/ R. J. Sullivan,
Asst. Head Asst. Collr. Incharge

A

To

C. C. Lovell Esqre

Acting Secretary to the

Board of Revenue

Fort St. George.

Sir,

I have the honor to submit for the consideration of the Board of Revenue the undermentioned Statements connected with the Land Revenue Settlement of Fasly A.D. 1843/44 1253, and the following remarks explanatory of them.

Para.h

1 Abstract of Settlement.

2 Do. Do. in detail

3 Detailed Statement shewing all items of Increase and Decrease.

Price.

4 - Price Current of grain.
5. Statement of Nunjah withered Crops.
6 - Statement shewing the sugar Cane Cultivation.
7 - Statement of Demand Collection and Balance of the Current Fusly 1253.
8 Do. of Arrears.
9 General comparative Statement of the whole Revenue from the Land and other Extra Sources of Revenue of Fuslies 1252 and 1253.

Season - 2 From the commencement of the fusly to the 15th September the weather was most unseasonably dry, the falls of rain being very partial and of such short continuance as to be of little use for purposes of agricul=ture - from the 15th of September to the end of October the North East Monsoon brought with it a sufficiently abundant quantity of rain - but in November there was a failure and the consequence was scanty produce, which I regret to state has not been accompanied by such a rise in the price of grain as to compensate for the great depreciation of that article during

during the last four years.-

3. The freshes of the Cauvery came down seasonably and in abundance for the cultivation; but the encouragement to exertion on the part of the ryots was so slight, in consequence of the state of the grain market, that there was a great falling off in the cultivation of the second Crop.-

Prices. * No. 4 From the Statement* noted 4 in the Margin it will be perceived that an augmentation has taken place in the price of grain to the extent of 24 per Cent.-

Health 5. The epidemic the Cholera Morbus - which has for some years past been so prevalent during the North East Monsoon in the District of Trichinopoly commenced in the Month of October and continued with various degrees of violence till the middle of February - The class of persons who most severely suffered from this dreadful disease were the Pullers and others of the actual laboring classes - and so great was the panic among

among them at one time that in many places they could hardly be persuaded to perform their usual avocations and many of them alarmed at the progress which the disease was making and lured by the temptations offered by the high price of labor in Ceylon proceeded to that Island and thus added considerably to the embarassment in which the depressed state of agricultural affairs for some years past has involved the Meerasidars. The Number of Pullers and other laborers who emigrated during the fusly from each talook is shewn in the Margin.

*

	Number of Pullers & Laborers.
Conaud	381
Vitticutty	"
Mooseri	78.
Laulgoody	807
Sorriore	537
Woodiarpolliam	12
Arealore	63
Volcondapouram	"
Total	1878

Cattle. 6

During the season under report there was no disease prevalent among the Cattle.

Settlement & distribution of Puttahs.

The Summabundy was commenced in February and concluded in May, and was conducted on the general principles which have hitherto prevailed. In two respects these principles were carried out to a fuller extent than they ever were before. Viz.t 1st the rejection from the Summa of all waste lands except such

such as were only left uncultivated from neglect and not from want of the means of cultivation including small portions of fields the deduction of which is unusual and would entail the necessity of enquiries far more tedious than the occasion warrants and the putcut poonjee lands in the wet Talooks on which it is not customary to allow remissions. One of the most difficult parts of the management of this District hitherto has been the duty of deciding the quantity of waste to be deducted in the wet Talooks and hitherto the question has in a great measure been decided by the degree of pertinacity which the Ryots or the Officers of Government has been enabled to exercise in urging their demands the one for imposition of teerwah the other for the remission. By commencing the settlement at a late period of the season the occasion for any altercation of this sort has been prevented, and the necessity for making remissions subsequent to the so called Summabundy have been obviated.

The.

8. The result of the previously described arrangements was that individual puttahs were distributed by the Collector at the time he made his Summabundy tour instead of being postponed as had hitherto been the case till the conclusion of the fusly- and that the accounts were finally made up at the same time; and were strictly Ryotwar being in every part applicable to individual puttahs instead of being as has hitherto been the case, Doules or Estimates informed upon the general Dittum or settlement of Villages of which the individual responsibilities were to be particularly defined at a future period- This improvement in the preparation of a Ryotwar Settlement is, I think it due to my Head Seristadar Shashagherry Row to state in a great measure owing to his admirable arrangements- altho' the determination to effect it had been come to before he joined the

4222 Fort St. George 31st March 1845.

the District- and he was most ably seconded by the Deputy Serishtadar Chellapah Moodelliar to whom the duty of preparing the accounts in four talooks was confided- The puttahs were distributed- for the most part by myself- and in a few instances by my Head Assistant Mr. Ellis- in 5 or 6 different

different places in each Talook, and I visited every part of the District during the Summabundy.

In regard to the Cuttay charges the complaints of the Ryots are well founded. The charges which the inhabitants are bound to pay remain the same whatever may be the falling off in the extent of cultivation in the Village. This of course falls with great severity

severity on the ryots in many instances, of which one is noted in the Margin from which it will be perceived that the expences in question nearly equal the amount of Revenue but I find great difficulty in devising a remedy - for the Village Servants will not perform their duty unless they are duly remunerated - I therefore submit the case for the consideration of the Board -

* For example - a dry Village in the Laulgoody Talook called Thinnaconum Outtoor, the amount of the settlement for this Fusly is Rupees 38 - 0 - 0

Village Charges			
Naut Curnums Pay	1	9	0
Village Curnums Pay	20	0	0
Do Shroffs Do	7	0	0
Monigar's Pay	6	0	0
Total Charges	34	9	0

Fractions in the Accounts in the dry Talooks -

10 Very serious inconvenience is experienced from the rate of Assessment on each Cawney in arrear ore including a fraction which was thus occasioned by fixing an additional Assessment on the difference which was found to exist between the extent of a Cawney according to the measurement of the Native Government and according to that of the British - thus a Cawney of sugar Cane was assessed under the native Government at Pagodas 5 - and of Tobacco at Pagodas 4 - under the new measurement the increase found in the old Cawney in excess of the new Cawney was taxed afresh at the rate of 5 and 4 Pagodas - and thus the Cawney of sugar

Sugar Cane became liable to an assessment of Pagodas 5 7/16 and of Tobacco Pagodas 4 1/4 and when Mr. Lushington's reduction of 15 per cent was made in 1831 the Assessment became on a Cawney of Sugar Cane Pagodas 4 13/16 on a Cawney of Tobacco Pagodas 3 10 1/16. The difficulty of making a ryot or even a Curnum to understand all this and of preparing the accounts, will easily be conceived- and as the system gives a great handle to Curnums and inferior revenue officers to peculate I beg to submit the propriety of making the demand in round numbers- for instance that instead of Pagodas 3 10/16 it should be 3 10/16 of Pagodas 3 10 3/16 it should be 3 6/16.-

11 In addition to the foregoing remarks which as intimately connected with the general state of the District and the Land Revenue settlement, will not, I trust, be considered out of place- I beg lastly to notice the very detrimental effects which have resulted from the want of a detailed Hookoomnamah for the guidance of the Revenue officers and the protection of the Ryots but as this subject is already before the Board any further allusion to it here is unnecessary.-

The

Settlement

12 The following is an abstract Statement of the settlement of each Taluk in the Fusly under report.-

	Fusly 1252			Fusly 1253			Increase			Decrease		
	Rs	A	P	Rs	A	P	Rs	A	P	Rs	A	P
Conauds	2,23,678	7	11	2,06,141	11	11	11	11	11	17,537	7	11
Vitticutty	140,013	2	3	133,951	11	9	11	11	11	6,061	6	6
Mossery	1,15,781	9	1	106,992	7	8	11	11	11	8,789	1	5
Coulgoody	2,64,160	5	8	251,246	15	9	11	11	11	12,913	5	11
Sorriore	2,41,417	1	7	231,220	9	11	11	11	11	10,196	8	7
Woodiarpolliam	114,942	14	8	108,404	7	11	11	11	11	6,538	6	9
Arrealore	120,766	9	8	114,907	11	5	11	11	11	5,858	14	3
Volcondapooram	127,286	4	11	125,226	12	11	11	11	11	2,059	7	1
	13,48,046	5	11	12,78,091	12	5	11	11	11	69,954	9	6 or 5 5/16 per cent
Average Settlement of 3 years from Fusly 1250 to 1252				1359,033	1	5	11	11	11			
Decrease Rupees				30,941	5	11				or 5 15/16		per cent

13 The decrease above noticed is to be attributed to the unfavorable nature of the season and the falling off in the extent of cultivation in consequence of the low price of grain and other articles of Agricultural produce- a list of some of which with a comparison of their prices in fusly 1240 A.D. 1830/31 and fusly 1253 A.D. 1843/44 is entered in the Margin.-

Articles	Fusly 1240	Fusly 1253
1000 Betel	11-6-3	11-2-6
1 Colamy	11-9-8	11-4-9
Jaggery		
100 Cocoanuts	11-12-8	11
1 Colamy	3-14	11-5
Tamarind		
1 Colamy	3	11-3
Garlic	11-3	11-2
1 Colamy	3	11-3
Tamarind	11-3	11-2

Villages

14 The following is an abstract Statement of the number of Villages and hamlets.-

	Fusly 1252	Fusly 1253	Increase	Decrease
Inam Villages	1193	1193	1	1
Hamlets	792	787	1	6

The

15. The increase is occasioned by the incorporation of the Enam Village of Neradalaon in Vitticutty with the Lyen Canals under the orders of the Board, dated 22d April 1844 and the decrease by the transfer to Salem of the village of Arawmudoor under the orders dated 4th January 1844.

16. The general state of the District has been sufficiently noticed above it is only necessary to notice here that the #wet Taloks were well supplied with water - tho some difficulty was experienced in the management of the principal channel of irrigation in Conaud - which it is hoped some judicious measures adopted at the suggestion of the late acting Civil Engineer Captn Lawford will remedy. That in Moosary one of the Mahanums has suffered considerably from the extension of their #Corumbos by the Mootahdars of Cauloopottoor in Salem, and that the necessary steps will be taken in this matter the in Saulgoody very great benefit has resulted from giving in the year 1837 one of the Main channels a head westward

#Conaud & Saulgoody - Moosery & Vitticutty

A sort of weir for the purpose of diverting the water of a river when there is only a small supply of water into the irrigation channels.-

westward of the Upper Coleroon Annicut, the average annual increase of Revenue resulting from it being Rupees 1,000 and that in general tho the late bad seasons have pressed heavily on the Meerasidars a rise in the price of grain is the main desideratum.-

Dry Taloks 17 In the three dry taloks of Volcondapooram, Arreaiore and Woodiarpolliam when the Assessment is high in proportion to the capabilities of the soil there is a great deal of distress in consequence of the low prices of grain in Sorriore where the Assessment is lighter the people are in better conditions In this division of the District the Kists were paid with great punctuality.-

18.- I will now proceed to explain the causes of increase and decrease the several items of which are subjoined in detail.-

Amount of Settlement of Fusly 1252 — 13,48,046-5-11

Deduct the Amount Settlement of Arawmdoor in the Taloock of Moosary transferred to the Collectorate of Salem in conformity to the orders of the Board of Revenue under date the 4th January 1844 — 2,173-15-1

Remaining Settlement of Fusly 1252 — 13,45,872-6-10

Increase

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Increase of Fusly 1253.

1	Increase from extended Cultivation	61,309-3-9	
2	Do. from Porumpake	401-12-4	
3	Do. from Tarapady jasty	79-6-2	
4	Do. of Mana Totum	23-3-9	
5	Do. of Naval Padoogay	5-9-11	
6	Do. of assumed Enam Lands	318-5-9	
	Do. of Do. Enom whole Villages	204-15-11	
7	Do. from Pymash jasty in Enam	37-10-4	
8	Amount of errors in the calculation	154-2-6	
9	Do. of Tussul jasty	2,779-2-1	
10	Do. of Tampire jasty	16,82-5-5	
11	Do. of Talady jasty	7,592-14-8	
12	Do. of Increase from conversion of Poonjah to Nunjah Pagoyet	570-4-4	
13	Cowle Teerwah jasty	242-5-5	
14	Turm jasty	15-11-4	
15	Coody teerwah jasty	163-2-7	
		75,580-4-9	
16	Roofoom, Cawny vary, Naniavuttum Do.	2,295-6-11	

T. M. Teeravarmy

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17	Nadooneruvarey and Neercooly	435 9 7	
18	Grass tax	748 5 -	
19	Mana vary	4 8	
20	Tope jasty	580 10 2	
21	Hill receipts	116 11 10	
22	Amount of Shanvy and Molapaul deducted last year	251 2 2	
23	Amount of Soaze Cummee deducted last year	1325 4 4	
24	Do. of Allegal Do.	637 6 7	
25	Do. of General remission Do.	81 4 6	
26	Do. of Mania poroopoo	43 10 11	
	Total Increase	82098 1 5.	
	Total Dowl Baroz of Fusly 1253	1427970 8 3.	

Deductions.

1	Amount of Teerwah of wate lands	107632 11 2	
2	Do. of Porumpoke	167 13 4	
3	Do. of Mana totum	1 3 3	
4	Do. of land transferred to Enam	6 11 2	
5	Do. of error in the calculation	152 3 3	
6	Do. of dispute of boundary	5 11 -	
7	Do. of Fusel Cummee	761 2 9	
		Amount.	

8	Amount of Vanpire Cummee	2046	6	1
9	Do. of Talady Cummee	24497	4	11
10	Do. of Nunjah and Bagoyet land Converted into Bagoyet and Poonjah	60	7	3
		135331	10	2
11	Roopoon, Nunjavuttum Cawny vary Vea	3243	13	1
12	Nadooneerwarey and Neercooly	1037	15	6
13	Grass tax	817	7	5
14	Mana varey	22	9	8
15	Tope Cummee	1133	7	.
16	Deduction on Account of Hill rent	492	13	7
17	Amount of Shavey and Molapaul	4183	11	1
18	Ivaze Cummee	352	12	1
19	Amount of Allegal	2950	7	3
20	Quit rent of Vestry Houses	198	10	9
21	General Remission	81	4	6
22	Amount of Poroopoo Enam	32	1	9
	Total Deductions	11978	11	10
	Nett Settlement of Fusly 1253	127891	12	5

The

19. The first 5 items of extended Cultivation require no remarks.—

20. The 6th item embraces the following particulars. Under the orders of the Board noted in the margin the Enam Village of Reidaloor in the Talook of Vitticotty and some Enam lands in the Village of Varaganary and Manjundum in Conaud and in the Village of Volcondapoorum in the Talook of the same name, were resumed and incorporated with the Jyen lands from which an increase of Rupees 452—7—7. was derived. In the Village of Chintamany in Conaud 25 Cawnies and 81 Goolies held as Poroopoo Enam favorably assessed were found to have been sold and the full assessment being in consequence demanded the difference Viz. Rs. 47—10—3. causes an increase. In the Village of Nungamungalum 1 Cawny and 30 Goolies of land which were entered in the accounts as belonging to a Pogada were resumed on its being discovered that there was no such Pagoda. lastly it was discovered that an Enamdar in the Village of Moongilpandy in Arrenlore had

taken

* 22d April 1814.
† 28th Nov. 1812.
‡ 1st June 1813.
§ 5th June 1813.
* Rupees 12-3

taken posession of some Circar land instead of that discribed in the Grant the assessment of which Rupees 22-7-7 was demanded.-

21. The 7th item of increase is the assessment on lands which on surveying the resumed Grant in Vurgunary alluded to in the foregoing paragraphs were found in excess of the extent of the Cowle.-

22. All the other items of increase arise from customary causes and do not seem to require explanation.-

23. The items of decrease are next to be explained. The sum of Rupees 1,07,632-11-2½ is the remission on lands thrown up by Ryots from various causes. Of this extent land assessed at Rupees 61,309-3-9 were taken up by other Ryots. the total amount of remission on lands included in last year's puttahs and thrown out of cultivation in the year under report being in Rupees 46,323-7-5. The cause assigned for this remission is failure of rain at the proper season and inability on the part of the Ryots to cultivate from poverty and

See Statement No 3 Col. 56.-

and other causes.-

24. The 2d item comprizes the following particulars under the Head of lands

Col. 57. entered as Poonmpoke Rupees 24-3-2 the assessment of lands washed away by the River Rupees

Col. 58. 33-7-0 of land destroyed in the formation of new

Col. 59. Channels of irrigation Rupees 17-3-0 of lands transferred to dwelling houses and in digging

Col. 60. Wells in the Taluck of Tonjore. and Rs. 5-4-9 the assessment on lands included in a portion of the road to Tanjore in Conaud which was widened this year.-

25. The 3d item is the assessment remitted on lands allowed to be taken as Backyards by Ryots who have built new houses in Village of Aroomooly in Codiarpolliam.-

Col. 65. 26. The sum of Rupees 6-11-2 4th item is the amount of tax erroneously fixed on a portion of land which was discovered to belong to an Enamdar.-

27. Items 5 to 8 require no explanation.-

28. Rupees 24,497-4-11 item 9 is the amount of remission granted on account of the non cultivation of the 2d Crop and has been already explained.-

72

The

29 The 10th Item needs no explanation under the corresponding head of increase from lands converted from dry into Wet there will be found an increase. The result gives a Net increase of Rupees 509—13—1.

* Increase Items 12 @ 570-4-4.
Decrease Items 10 60-7-3.
509-13-1.

30. The remission from 11 to 13 more occasioned by decrease of cultivation under the heads mentioned.—

Col: 85. 31. The sum of Rupees 22—9 * Item 14 is the taxes on houses left unoccupied and was of course deducted.—

Col: 88. 32. Item 15 Rupees 1133—7— the amount of remission on Topes which yielded little and in some instances no produce.—

Col: 87. 33. The deduction of Rupees 492—13-7 /item 16/ is owing to decrease of cultivation on the Wells for want of rain.—

See Statement No 5 & Statement No 3. Col: 91. 34. The remission of Rupees 4,183—11 on account of withered Crops states that granted under the same head last year, by Rupees 3,932—8—11, every care was taken to ascertain the validity of claims to this remission and more

which loss did not exceed 5 per Cent—

I regret that a deduction 35 under the head of Swaze Summee /item 18/ should again appear in my accounts in consequence of lands managed under Aumany—The Cultivation lands in question were commenced by the Tahsildar without my knowledge and from a misunderstanding of the orders on the subject this is the last time such a proceeding will be allowed.

36- 19th Item under the head of Allegal remissions to the amount of Rupees 2950-7-3- Statement No 3. Col 92. were granted on lands which were overflowed by the River by which the crops were destroyed and became decayed.

37. Items 20 and 21. The first of these items is the remission of Quit rent on Houses belonging to the Vestry School under the orders of the Board Dated 23d February 1843.

* See orders dated 23d Nov 1837 Col 97 38. Under the second the assessment due on land occupied as a public garden is entered—

39 The subjoined statement exhibits the Settlement of Fusly 1253 (A.D. 1843/44) compared with that of Fusly 1252 (A.D. 1842/43) under each item of

Revenue Fusly

4222

Fort St. George 31th March 1845

	Fusly 1252 after deducting the Villages of Oravum Loor transferred to the Salem Collectorate		Fusly 1253		Net Increase	Net Decrease
	Extent of land	Assessment thereon	Extent of land.	Assessment thereon		
	Cawnies Gr. a.	Rs. a P	Cawn. Gr. a.	Rs. a P	Rs. a P	Rs. a P
Nunjah	91732 66 3	721718 "	3 88891 8 3½	688744 6 5	" " "	32973 9 10
Poonjah	189080 4 10	432225 9 9	182828 10 5½	408306 6 "	" " "	23919 3 9
Pagoyet	27438 22 11	122395 7 9	21946 46 4	120036 15 11	" " "	2858 7 10
	303400 93 8	1276839 1 9	293665 94 13	1217087 12 4	" " "	59757 5 5
Roosoum	" " "	3008 10 4	" " "	3050 " 2	" " "	18 10 2
Caumyvarey	" " "	6871 14 "	" " "	6418 15 7	" " "	452 14 5
Nania nultum	" " "	11769 8 2	" " "	11255 10 10	" " "	513 13 4
Saderwared	" " "	4789 " 1	" " "	1819 9 "	30 8 11	" " "
Talabmarah	" " "	117 10 "	" " "	121 3 5	3 9 5	" " "
Curnum Inarah	" " "	52 8 10	" " "	55 6 3	2 13 5	" " "
Nadooneerwarey and Neereooly	" " "	3995 14 1	" " "	3393 8 2	" " "	602 5 11
Total	303400 93 8	1304503 3 3	293665 94 13	1243202 1 9	36 15 9	61339 13 3
Deduction						
Shawy	" " "	251 2 2	" " "	4183 11 1	3932 8 11	" " "
Allegal	" " "	637 6 7	" " "	2950 7 3	2313 " 8	" " "
Inaze Commee	" " "	1325 4 4	" " "	352 12 1	" " "	972 8 3
General Remission	" " "	81 4 6	" " "	81 4 6	" " "	
	" " "	2295 1 7	" " "	7568 2 11	6245 9 7	972 8 3
Remaining Bariz	" " "	1302209 1 8	" " "	1235633 14 10	" " "	66575 2 10
Amount of Shrotrium	" " "	9633 3 1	" " "	9633 3 1	" " "	" " "
D.o of Istimrar Peshcush	" " "	2012 8 "	" " "	2012 8 "	" " "	" " "
Indigay of Manium land	" " "	7369 10 8	" " "	7383 3 10	13 9 2	" " "
Manayvarey	" " "	3911 6 9	" " "	3889 1 9	" " "	22 5 "
Tape	" " "	11638 1 5 7	" " "	11086 2 9	" " "	552 12 10
Grass tax	" " "	6789 12 5	" " "	6720 10 "	" " "	69 2 5
Hill rent	" " "	2038 7 "	" " "	1662 5 3	" " "	376 1 9
Sundry Items	" " "	70 10 11	" " "	70 10 11	" " "	" " "
Quit rent	" " "	198 10 9	" " "	" " "	" " "	198 10 9
Total Settlement	" " "	1345872 6 10	" " "	1278091 12 5	62592 9	67780 10 5

See Statement A.

40. Of the gross total amount of the Settlement Viz. Rupees 1278091-12-5 the sum of Rupees 1269646-4-3 was collected within the Fusly leaving a balance of Rupees 8445-8-2 In this latter amount are included Rupees 297-11-5 the amount of claims to remission which were not preferred till the Settlement had been closed and the Puttahs Delivered. Full enquiry has been made regarding each of these claims and I consider the parties justly entitled to the remissions claimed, I have ordered the Tahsildars not to collect the amount without further orders, a mode of proceeding which I adopted in preference to the only alternative, Viz:- that of altering the accounts and in fact revising the Settlement which would have been highly inconvenient and troublesome - a statement* exhibiting the causes which render these remissions necessary accompanies this address - and I hope that under the explanation afforded they will be allowed and sanction obtained for writing off the amount to profit and loss.

41. Of the remaining sum of Rupees 8147-12-9. the following are the

* Marked A.

the particulars.

1.	Amount embezzled by Village Servants who are under trial	411-14-7
2.	Balance against Ryots deceased poor or who have emigrated	188-10-3
3.	Due by an individual undergoing punishment on account of a Criminal Offence in the Jail	7-7-6
4.	To be recovered by the sale of land property	3697-13-4
5	Recoverable by the end of August	1,841-15-1
	Total Rupees	8147-12-9

42. It will thus be seen that at the close of the Fusly the balance only amounted to 18 per Cent on the demand.

Collection Current and arrears.

43 The amount collected on account of current Revenue is as stated in Para 40. Rupees 1269646-4-3. The amount collected on account of arrears is Rupees 70002-10-7 - which it is hoped will be considered satisfactry making the total collections made on account of land Revenue in the season under report Rupees 1339648-14-10. The amount collected in the preceding fusly 1252 was current and arrears Rupees 1278070-6-8. shewing an increase in favor of fusly 1253. of Rupees 61578-8-2

The

44. The arrears of land revenue outstanding from Fusly 1240 — to Fusly 1252 — inclusive amount to Rupees 78,198 — 7 — 10 — of which Rupees 16,142 — 6 — 10 — have been recommended to be written off the remainder or a great portion of it could possibly be recovered in time by the sale of lands — and on this subject I beg to refer to the correspondence noted in the Margin. The balance is due by 3348 — individuals and of course the lands which are answerable for it could not be disposed of at once. It will be necessary therefore in the event of its being determined to recover them by the sale of lands to authorize the Collector to sell them at different periods — but it is worthy of consideration whether the interests of Government will not in the end be better served by their foregoing these arrears which have accumulated in consequence of succession of seasons of almost unprecedented distress owing to the unfavorable state of the grain Market —

See letter to Board dated 13th Decr 1843.

To Board 13th Decr 1843
To Do 21st Feby 1844.

45. These seems the proper place to notice the inconvenience which is felt from being alleged to obtain the sanction of the Board to put lands up to sale for arrears. I would respectfully suggest that I should be permitted to expose them to sale at my own discretion but that the sales should not be considered valid till sanctioned.

See Statement No 9.

46. The following is an abstract of the land and other sources of Revenue for the fusly under report compared with the preceding five-

Fusly

	Fusly 1252	Fusly 1253	Increase	Decrease
	Rs a P	Rs a P	Rs a P	Rs a P
Land Revenue	1348046 5 11	1278091 12 5	— —	69954 9 6
Sayer	131743 3 2	98748 3 8	— —	32994 15 6
Abkarry	15960 — —	20075 — —	4115 — —	— — —
Sundry small farms & Licences	4619 3 6	4146 12 5	— —	472 7 1
Malurpha	6042 1 1	5997 1 12	— —	44 5 11
Stamps	23053 12 6	14310 2 9	— —	8743 9 9
Total	1529164 10 2	1421369 10 5	4115 — —	112209 15 9
			Deduct Increase	4115 — —
			Net Decrease	108094 15 9

47 The details of the Estra sources of Revenue will be submitted in a separate report

48 I beg to state that I visited during the fusly and I enquired into the condition of the three Zemindaries in this District. The Zemindars of Sorriore and Woodiarpolliam — the former a female who has had the management of the Estate since the year 1836 and the latter a young man who has recently acquired possession by inheritance, conduct their affairs with discretion and I found no cause of complaint against them in any respect. I regret that I cannot give an equally good account of the Zemindar of Arrealore his indiscretions and extravagance lead him into continual scrapes — and his licentiousness and violent conduct towards his family and domestics have procured him the obloquy of all who have any thing to do with him. It is alleged that he has not paid his servants wages for two years. His first wife was under the necessity of seeking my protection against his violence — and when under the solemn assurances of his authorized Vakeel I permitted the matter to be arranged without inflicting punishment on the Zemindar he made a handle of my forbearance to assert in a Petition to the Board that the case had not been proved

* Sorriore Arrealore Woodiarpolliam

proved and that I had improperly interfered in his Domestic concerns. The Management of his Zemindary is of a piece with the conduct above described - if in want of money he procures what he can from the Curnums Heads of Villages &ca and gives receipts for much larger sums than he thus manages to attain His peishcush only Amounts to Rupees 700 per annum and this I can never realize without first sequestrating his property. In short his conduct is most deplorable and it is to be feared that his successor will find the Estate dreadfully embarrassed

49. In concluding this report I think it my duty to record my approbation of the valuable assistance I have received in the execution of my duties from my Head Sheristadar Sashagherry Rao His ability and Zeal as a Revenue Officer have been so often applauded by the Board that it is unnecessary for me to dilate on them but I cannot help pointedly noticing the cordiality with which he at once commenced and has ever since continued to exercise in the discharge of his duties since his removal to this District as reflecting the highest credit on him-

50 Chellapah Moodelliar the Deputy Sheristadar continued to merit my approbation and I am convinced that his great desire is to reinstate himself in the confidence of his Superiors - which I trust will no longer be withheld he has done all in his power to second the exertions of the Head Sheristadar

Trichinopoly District
Vogtalay Goodaloor
Collrs Cherent Cutcherry
10th August 1844.

/Signed/ A. P. Onslow
Collector

J.H.B.

Ordered to be brought for-
Order thereon - ward at a future meeting.
53-54

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

From
The Jg. 1st Asst. Collector
in Charge of Trichinopoly
55

Sir,

With reference to Mr. Onslows' letter to you of date the 23d August 1844 I have the honor to remind you that the sanction of the Board for the employment of Heungamy Goomastahs for preparing the Individual Jamabundy Accounts for fusly 1254 has not yet been received - as the settlement is already Commenced, I request you will be pleased to obtain their sanction for the same.

Trichinopoly, ---
Collectors' Office
19th March 1845

/signed/ R. J. Sullivan
Jg. 1st Asst. Colr in Charge

Resolution thereon - The Estimate for the employment of additional Goomastahs for the preparation of the Summabundy accounts for the Current Fusly 1254, has been submitted to Government and their orders will be Communicated as soon as received.
55-56

Read again letter from the

the Principal Collector of Madura dated 4th and entered in consultation 20th Instant.

Ordered that the following letter be sent in reply.-

57

To the Prind. Collr. of Madura.

To The Principal Collector of Madura.

Sir,

Directing him to resume the two Ain Villages of Seroovayel and Keelapanayoor appertaining to the Ramnad Zemindary endowed by the late Manager for the support and maintenance of a Chuttrum and to carry the full amount of their Assessment to the account of the Zemindary

In Cons. 20th March 1845.

Para 1 I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 4th instant on the subject of the alienation which is stated to have taken place of the two Ain Villages of Seroovayel and Keelapanayoor yielding Rupees 1981-3-10 per Annum appertaining to the Ramnad Zemindary by the late Manager as an Endowment for the support and maintenance of a Chuttrum which was founded in the year 1838 by the late Manager of Ramnad and his sister the guardian, for the purpose of affording assistance and relief to the numerous pilgrims resorting thither en route to Ramiswarum.

2. The Board observe that under the provisions of regulation ~~XXV~~ of 1802 Section XII it would not be competent for the proprietor herself in the first instance to appropriate the Village in question for the charitable purpose alluded to much less had the Manager authority to exempt such lands from bearing their full proportion of Assessment without the Consent of Government having been previously solicited and obtained for that purpose.

3. Without questioning the benifits accruing from the Charitable nature of the endowment to the numerous persons for whose relief the Chuttrum was originally founded, the Board concur with you in considering that the appropriation of the two Villages above mentioned and which form part of the estate of Ramnad was not justifiable, and they accordingly direct that they be resumed, and the full amount of their Assessment carried to the account of the Zemindary.

Revenue Board Office, Fort St. George, 31st March 1845.

(signed) J. Pycroft Secretary

Read

Read the following letter.-

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

58

From Prind. Collr. of Madura

Sir,

Submitting export manifests and register of import for certain Dye on which excess duty has been erroneously collected in support of claim for refund.- and explaining the practice of clearing export Cawnahs being used as receipts for imported and Submitting the practice for consideration and reference.

In reference to the Boards proceedings of the 10th received on the 16th Instant, and to the Correspondance in the Margin, I have the honor to forward, in support of claim to refund of excess of import duty on Chay-root, the two export Certificates granted at Manar, and Extract from the Corresponding import Register at Kellacurray and Derivpatam in this Collectorate marked No. 1.

Letter to Bd. 5th December 1844
do — do 9th January 1845
Bds. Ros. 9th January 1845
Collr. to Bd. 21st January

2. The Rowanahs Nos. 16 and 26 are also herewith returned marked No. 2, I beg to inform the Board it has always been Customary to issue such to protect imports by sea from molestation whilst proceeding into the interior; the Sea Customer being provided with only 4 kinds of Rowanahs- all for Exports.

No. 1. For goods exported without return of any Duty.

No. 2 For goods on which drawback is

4220

Fort St. George 31st March 1845.

To
The Collector of Customs
Madras

Sir

I have the honor to forward herewith Abstracts of Imports into the Ports of Calicut, Cochin, Tellicherry, Mangalore, Cannanore, Vizagapatam, Ganjam, Coconada, Masulipatam, Nellore, Pulicat, Madras, Porto Novo, Cuddalore, Pondicherry, Karikal, Negapatam, Tranquebar, Devipatam, Tondy, Adirampatam, Kilakarai, Tuticorin, Manapad, Colachel, Anjengo, Quilon, Alleppy

4227 (58-59) Fort St. George 31st March 1845.

Order thereon - Ordered to be sent again in Circulation

/Read again in Cons. 3d April/

To

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

(60)

From Prin. Coll. of Madura

Sir,

I have the honor to re-
commend to the favorable consideration of
the Court of Wards the request of the Hus-
band and guardian of the Minor heirs of
Ramnad, for the disbursement to him from
the funds of the estate of Rupees 1436-12-
sum expended as per enclosure No. 1 in main-
taining the Suit No. 3 of 1843 brought against
his wife himself and others for their ejec-
tion from the Zemindary of Ramnad; and I
further beg to recommend disbursement to him
of whatever sum may be necessary to pay
for the books noted in the Inclosure No. 2
being Law books to enable him to meet the
Suit with the best chance of success; and as
books that well become the library of a
wealthy Zemindar even if there was no
immediate demand for them.

7th January 1845

Madura
4th March 1845

/signed/ J. Blackburne
Prin. Coll.r

Memo.

4228. Fort St. George 31st March 1845.

Memorandum of Charges incurred by 1st and 4th Defendants
in original Suit No. 3 of 1843 instituted by Moottoo Veerayee
Nachyar for recovery of the Ramnad Zemindary dated 16th
February 1845.-

		Rs	a	p
	Value	1000	..	..
	Vakeels fee	24	..	..
6	Stamp papers for 4 motions up to date of filing Answer	40	..	..
"	of 10 Rs. for answer	40	..	..
"	of 10 Rs. for rejoinder			
"	of 12 Rs. for 6 motions after the Suit was transferred from the late Provincial to the pre- sent Zillah Court	48	..	..
"	of 4 Rs. for Vakalutnamah	4	..	..
	Drafting motion Vcs. and fair Copying them	30	..	..
47	Stamp papers for Copies of 5 decrees ne- cessary to this Suit from the Madura Zillah late Provincial and Sudr Court	159	..	..
	Hire for writing out the above	11	12	..
50	Stamp papers for Copies of sundry proceedings	25	..	..
	Hire for writing out the above	10	..	..
7	Stamp papers for Vakalutnamahs to three dif- ferent Vakeels in the Courts of the said three Tribunals	9	..	..
	Batta for witnesses to give evidence for registry at 3 different times of Vakalutnamahs to the Vakeels at Sudr Court	30	..	..
	Value of papers for giving motions to the said 3 Tribunals for Copies of the above documents	6	..	..
	Total Rupees	1436	12	..

/signed/ J. Blackburne
Prin. Coll.r

Memo.

4228 Fort St. George 31st March 1845

Memorandum of Law Books required for the Minor heirs of Ramnad, as per Extract from her Guardians' address dated 7th January 1845 to the Principal Collector of Madura.

Mena Vignanaiswarem ——— 1
Nund Pundittheyem ——— 2
Dutta Chenthrikai ——— 3
Dutta Kavoosdooleum ——— 4
Dutta Meemamsa ——— 5
Ramayana Mundittheyem ——— 6
Viroothe Gavoothamum ——— 7
All complete with key.
Mr. Sutherlands' "on the elements of Hindoo Law regarding adoption" ——— 8
Mr. Strangers' on the General Hindoo Law ——— 9
Sudr Dewany Adalut's Circulars ——— 10
Printed Tamil translations of recent publications of the Regulations from 1802 to 1843 ——— 11
Do. Suder and Fouzdary Adalut Circulars up to the present time ——— 12

[signed] J. Blackburne
Print. Coll.r
Proceedings

4229 Fort St. George 31st March 1845

Proceedings thereon.

60. 61

Before passing orders on the above letter the Board are desirous of receiving some further explanation in regard to the suit No. 3 of 1843 therein referred to. They beg to be informed who are the parties by whom the suit has been brought, and briefly what are their grounds of action - what parties have been made Defendants - whether the institution of the suit was reported to the Principal Collector, and the defence conducted with his sanction and with the aid in the Court of the Government Vakeel, from what sources the expenses have been hitherto defrayed, and what is the present state of the Proceedings.

To

4230 Fort St. George 31st March 1845.

To

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

62

From the Prin. Collr. of Madura ---

Sir,

I have the honor to call your attention to my letter of the 1st December, requesting sanction for items retrenched by the Civil Auditor as per extract from the Readdit of my accounts for fasly 1252 therein enclosed, the transmission of my reply to the Civil Auditor being delayed for want of the required sanction.

Madura 21st March 1845.

Signed J. Blackburne
Prin. Collector.

Resolution thereon.

6263

The Board observe that the sanction of Government for the items referred to was communicated to the Principal Collector under date 14th Instant.

Read

4231 Fort St. George 31st March 1845.

Read the following Letter.

To J. D. Bourdillon Esqr.
Secretary to the
Board of Revenue
Fort St. George.

64

Sir,

From the Collector of Tinnevelly

With reference to Sir H. ---

Forwarding Translations of a Decree passed in the case of Perum: -put or Govern: -ment Village and proposing to lodge, if sanctioned an appeal against it as per enclosed Translation of an Appeal Petition --

Montgomerys' letter to Board of 25th September 1841 para 3, in which the Collector expressed his intention of communicating the nature of the Decree about to be passed in the case of Bommapooram, a Village properly "Perum: -put" (or the exclusive property of Government), I have the honor to forward for the Boards' information, Translation of the Principal Sudr Ameens' late Decree, and of the Appeal which I propose, with the Boards' sanction, to lodge in the Zillah Court.

2. So long as the Board and Government deem it right to retain the "Perumput" tenure of the 106+ Villages in the District, precluding the sale or purchase of such land as private property, it would appear necessary to support this claim by an Appeal against any Decrees which would, as in the present instance, invalidate this right.

+ excluding Chockumpully.

Tinnevelly 3rd February 1845.

Signed E. B. Thomas
Collector.

Translation.

Fort St. George 31st March 1845.

No. 1.

Translation of the Decree passed by the Principal Sudr. Ameen in Suit No. 96. of 1843. of the file of this Court or No. 98 of 1838 of the file of the late Auxiliary Court at Tinnevelly.

Plaintiffs. Versus Defendants.

Edward Pinton Thompson Esqr. Acting Collector of Tinnevelly. Vakeel.

1 Government Vakeel Varathyengar.

2d. Vakeel Meer Ahomed Ibrahim.

Vythelingum Chitty of Tinnevelly. 1

Allagappapilly of Aulunda in the Sheeycoondum Talook. 2

His brother Savoga personnaul pilly. 3

Vycoondum pilly. 4

Yellahoominapilly of Mytampilly 5, Sungaranoyagumpilly of Aulundah 6, Aryuppapilly of Allampilly 7, Saundamaroyapilly 8, Soobramoneyapilly Number Curnum 9, Moottoosamyapilly 10, Sungaralingumpilly alias Sungaranoyagumpilly 11. His brother Namasevayampilly 12, Soobramoneyapilly of Mytampilly 13, His brother Sockalingumpilly Number Curnum 14, His brother Paramanoyaguinpilly 15, Soobramoneyapilly of Pooniapoorum 16, His brother Pallamoottoopilly 17, Allagappapilly 18. His brother Caulyuppen.

Fort St. George 31st March 1845.

Caulyuppen 19. Dr. Vycoondum 20 Dr. Meenatchy 21, Allagappapilly 22, His brother Sungalingum pilly 23.

Heirs of the 5th Defendant. (deceased) Soobramoneya Pillay 1, Namasevayam Pillay 2, Alagappa Pillay 3.

Heirs of the 22d Defendant. Khylasum 4.

Abstract of the Plaint.

That Aryappa Pillay father of the 1st and 2d Defendants, Aryamoottoo Pillay, father of the 3d Defendant and Yellakoonimna Pillay the 4th Defendant, in Suit No. 129 of 1834, of the file of the late Auxiliary Court at Tinnevelly, having borrowed 100 Pons and 5 fanams from the Plaintiff in the said Suit, (who is the 1st Defendant in this suit) executed a Bond to him attested by all the other holders of the Village promising to put the Plaintiff in possession of the lands they had at Poonmiapoorum if they failed to repay the said sum and the Interest at 6 per cent within the 15th of Phy of 1005 Andoo. that the Defendant not Acting up to the Agreement, the Plaintiff sued 25 persons for the

the recovery of the Amount, that all the Defendants except the 15th. 17th. and 22d. Defendants, did not plead in their defence: that the Sudr Ameen having tried only 3 Witnesses in respect to the genuineness of the Document passed a Decree, that in the event of the money not being paid by the Defendants, that the Village should be made over to the Plaintiff. That Accordingly the money not having been paid, that the land was made over to the possession of the Plaintiff by the Court and a requisition made to the Collector to transfer the Pullee from the name of the Defendants to that of the Plaintiff, that the Collector without ascertaining whether the Village was Pungoovaly or Peroomputh gave the necessary orders for the transfer of the Pullee, but that the land was afterwards ascertained to be Peroomputh, and belonging to the Circar, that when the Defendants who are in possession of a small portion of the Village liable to a Jeerwah of Rupees 57-7-4 have claim only to enjoy the land, but not to sell it, that the Pullee for the whole

whole Village being transferred to the name of the Plaintiff would be injurious to the rights of Government and the Interests of the Inhabitants. That the Ryots of the Village have have all received Puttahs from the Government and each of them enjoy the produce of their respective shares, after paying the dues of the Circar, and that if the Pullee of the Village is made in the name of the Plaintiff, that he who alone would get Puttah from the Circar, would become from the Ryots, swamybogum in addition to the Circar dues. That the Parties in Suit No. 129. have thus jointly with an intention of depriving the Government of the said Village yielding an annual Revenue of Rupees 1892, and for which 136 Puttahs have been given out, got a Decree passed by the Sudr Ameen in their favor, and requesting that they, (Parties in suit No. 129. of 1834) may be relieved of their rights to the said Village which yields an Annual outturn of Rupees 3027-3-2.

The 3d. 6th. 9th. 11th. 12th. 13th. 14th. 15th. 17th. 18th. 19th. 20th. and 21st. Defendants, and the 4 heirs of the 5th. and 22d. Defendants allowed the Case to be tried exparte.

Abstract

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Abstract of the Answer filed by the 1st Defendant.

It is stated in this answer that on a reference to the Alandoogoo Account of Fusly 1222/1813/ to the Account sent to Board on account of Fusly 1222 containing 42 Items, as well as to the fact of Double Seerwah having been levied from the parties on account of Fusly 1234/1825/ to the Tarummar account of Fusly 1235/1826/ and to the genealogical table of the Village prepared in 1827, that it would appear that the Village in dispute is Punjoonaly and devolved to their enjoyment by right of sale, that on Aryasspa Pillay &co people having given manoo before the Streeny-goondum Talook on the 1st August 1830, to transfer the Pullee to the name of the 1st Defendant, that the proclamation and Register were issued by Mr. Drury on the 16th November 1830, and that as the 6th and 16th Defendants urged some objections that the 1st Defendant was referred to the Civil Court, that

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that orders have been issued from the Huzzoor on the 6th March 1833 to appoint the 16th and 18th Defendants as Mirasedars. That in pursuance of the Decree in Suit No. 129 an order has been issued by Mr. Eden on the 31st October 1835 to the Streeny goondum Tahsildar to transfer the Pullee to the name of the Plaintiff in the said suit (who is 1st Defendant in this suit) That the said Tahsildar has informed the said Collector on the 27th November of the same year of his having made the transfer. that since that time, the 1st Defendant has besides attesting his signature in the Cultivation Accounts and in the account of remittances &c. Collected Seerwah and Swamybogum from the Ryots, paid the Circar Rupees 37-15-4 obtaining receipts for the same in his name. That afterwards on the 24th May 1836, the Collector sent an order to the Tahsildar stating that the Village is Peroom: -puth and that the Pullee should in consequence be struck off from the name of the 1st Defendant that Aryasspa Pillay and Sedumbrum Pillay have received Swamybogum on the land up to 1833, that the 1st Defendant has also been receiving Swamybogum since:

since that Puttahs were issued individually to facilitate the speedy Collection of the Circar dues, that the spirit of the Circular order of the Sudr. Adaulet dated 17th September 1832, say that Puttahs being issued individually is in no ways injurious to claims of the Proprietor of the Village, that in the Pungoonaly Villages of Vatteroyeroopo. Tippanumputty, Nettoor, and Senalapary Individual puttahs were first issued to the Ryots, and that afterwards a General Puttah has been issued in the name of the Proprietor, that of the Mulgoosary and Lagoosary lands as spoken of in the Regulations, Pungoonaly, Puttanitty, Jagabogum, &c. Lands belonging to Malgoosary have also the name of Sattoopath and Pattapath, and that Peroompath is a name similar to that, that such lands can be sold, that it is said in the 1st and 2d Sections of Regulation XXV of 1802, that the Circar have only claim to the Teerwah on the land but not to the land itself. Besides in pursuance of what is contained in Regulation XXVI of 1802 and the Circular Orders of the Sudr Udalut, dated 16th August and 11th October 1827, as it is mentioned that Malgoosary lands can be sold by Public Auction,

for balance of Circar dues or in pursuance of the Court's Decree, Villages having the name of Peroompath are also sold by order of Government, that some such Villages are also admitted by Government as security. That agreeably to the Decree passed by the Zillah Judge at Madura in Suit No. 99 of 1824 the Assistant Judge of the late Auxiliary Court at Tinnevelly, has ordered the Peroompath Village of Nadoovayal to be put in Public Auction, as will be seen in a reference to his Diary of 16th September 1835 that in accordance with the Decree passed in the Appeal Suit No. 39 of 1834, the Collector has made Pullee in the name of the Plaintiff in the said suit and that it is not mentioned in the Plaint what loss would ensue to Government by transferring the Pullee of the said Village to the name of the 1st Defendant.

In the Answer filed by the 2d 4th 7th 8th 10th 16th and 23d Defendants they, besides mentioning all that is mentioned in the Answer of the 1st Defendant, state also that the Porawgoodies of the Village in Dispute have written and given them an agreement on the 19th

Chettery.

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Chittery 980 Audoo, Corresponding with 29th April 1805 promising to pay them the usual Swamybogum on the Nunjah and Nunjah Mail poonjah lands, that they Acted accordingly, and that while the disputed Village has been made over to the possession of the 1st Defendant by the Courts Precept, that the Plaintiff has in vain named them also as Defendants.

In the reply it is stated that of the 25 Defendants in suit No. 129 of 1834 none of the persons that have attested their signatures to the Deed or the other 21 persons except the Curnum have filed an answer or pleaded on their behalf, that the 3 persons who have executed the Bond are not the only holders of that Village, that it having been stated in the answer given by 3 of those who were included as Defendants, that some of the persons who were named as having attested their signatures to the Bond, died previous to the date of the Bond, the Defendants left unnoticed the objections urged in the Plaint that the Sudr Ameens Decree is liable to be objected that.

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that in the Ayacut Account of the disputed Village no mention is made of the maniems of the Caracars / sharers or Pungalies) as is usually entered in the Ayacut and Mavologoo accounts of other Pungoovaly Villages, that during the Carnatic Administration of the District, answers have been sent to the Questions put to them from time to time by the Higher Authorities regarding the many Peroomput and Pandaravadakey Villages in this District which were under the possession of that Government, and not given as Shanum, that the Account containing forty two Items prepared in Fusly 1222 have not been sent to the Board or any other Higher Authority, that an insight into the account prepared and sent to Board in Fusly 1227 a time posterior to fusly 1222 will show that the disputed Village is Peroomput, that the Tarummar Account prepared in the year 1826, is the Pullee Tarwah Account prepared to issue Puttahs to the lands brought under Cultivation in Fusly 1235, that by the Account which was prepared in Fusly 1227. and which is now in the Records, it would be observed that the Village in question is

is Peroomput, and that Puttahs have not been given out in the disputed Village by the sharers to the Poragoodies as is usually the case in Cungoovaly Villages.

In the Rejoinder filed by the 1st Defendant it is stated that with the exception of the 23d 24th and 25th Defendants in suit No 129 as all the other 22d Defendants who were joint enjoyers of the Village were cousins or "Thayathus" the Fathers of the 3 Defendants who pleaded for themselves in the said suit, and the other under sharers attested their signatures to the Bond executed to the 1st Defendant by Aryaspa Pillay, Aryamoottoo Pillay and Yellakoonyna Pillay the 3 Chiefs of the said 22 persons. that as the Defendants did not succeed in proving the claim brought by them to the Village, the Decree was passed in his (the 1st Defendants) favor, that the Requisition of 6 of the Defendants who allowed the case to be tried exparte to reinvestigate the case was not complied with, that 3 shares in the disputed Village and Cultivate some lands themselves, and have the rest Cultivated by Poragoodies, and thus enjoy them, that his objections are stated in the reply to the Regulations and orders quoted in the answer to the effect that the Government would not become owners of even Peroomput Villages, but that it is admitted that in the Ayacut and alankoogoo Accounts

Accounts. Mancoon has been entered in the name of Alagusspa Pillay Grand Father to the 2d and 3d Defendants that the Anathee Kerambo Tarooroo being entered as Samoodayem has been admitted in the reply that ever since the Carnatic Government Swamybogum has been collected with the exception of Circar Teerwah in Peroomputh Villages, that such of the documents as were, as shewn in the answer filed in the Plaintiffs created both before and after the date of the anonymous account named by the Plaintiff are only valid, that Arryappa Pillay the Father of the 2d and 3d Defendants the father of the Defendants from No 18 to 21 and the 1st Defendant have received Swamybogum from the Ryots and paid the Circar Teerwah obtaining the receipts for the same, that on the Voucher given by the Cumum, stating that Swamybogum is usually paid, being filed and proved, the 2d Precept to transfer the Registry to the name of the 1st Defendant was issued and that it is admitted in the reply, that it is not mentioned in the Puttahs issued to the Poragoodies that the Village is peroomput.

In the Rejoinder filed by the 10th and 16th Defendants it is mentioned that the Circar have claim only for the Teerwah and not to the land itself that they and the

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the other Defendants have 5 Villages that some of the Sharers live in those Villages cultivate some lands themselves, and get the rest cultivated by Poragoodies, receive Swamybogum and enjoy it jointly, that the Melany and Kattemy Manems were 1st entered in the name of Alagappa Pillay their Grand father and devolved afterwards to the name of their Father of the 2nd and 3rd Defendants and to that of the Defendants from A. 18 to 21 and remained thus up to the year 1833-

Points given to the Plaintiffs-

1st That the copy of the decree passed by the Sudr Ameen of the late Auxiliary Court in No. 129 of 1834 should be filed-

2nd To prove by Circar Accounts or by any other way that the Defendants cultivated in 990 Candies corresponding with 1814 and afterwards only such extent of lands as the Villages of Bommiapoorum as would yield to the Circar a Teerwah of Rupees 57-7-4 and paid the Circar demand-

3rd To prove whether Bommiapoorum was a Peroomput or Bagayetty Village and that the claim of the land rests with the Govt-

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4th To file the Alavalogoo and Cyacul Accounts of the Village of Bommiapoorum and those of a Pungooraly and Peroombut Village, as also the account of 42 Items prepared and sent in Fusly 1227 to the Board-

5th The Plaintiff was desired to file any other accounts he may have or any papers prepared by the former Collectors to substantiate the suit preferred by him-

1st Copy of an Alavalogoo Account of Bommiapoorum Village for Fusly 1212 or A. D. 1802-

2nd 42 kinds of Kabitahs prepared in Fusly 1222 or A. D. 1812-

3rd Copy of an Order issued to the Streeygoondum Tahsildar in Fusly 1234 or 1824 to collect double duty from certain Sharers of the Village in question-

4th Copy of a Classification Account prepared in Fusly 1235 or A. D. 1825-

5th Copy an Account particulars prepared in Fusly 1236 or A. D. 1826-

6th Copy of a Petition presented by Areappa Pillay &c. to alter the Registry of the

the land in the name of the 1st Defendant and Copies of other Proceedings subsequent to

7th Copy of an Order issued on the 1st March 1833-

8th Copy of an Order issued by the Collector on the 31st October 1835, an Arzee written by the Tahsildar on the 27th November in answer thereof, and copies of Accounts subsequent to it. as well as Copy of an Order issued by the Collector on the 24th January 1836-

9 An account of Swamytoguen given to Arcappa Pillay and Sedumbrum Pillay upto 1833 and to the 1st Defendant afterwards-

10. As mentioned in the Answer regarding the Village of Vattrayeroopoo Hippuru-umputty. Nattoor. Savelpary. Mahantherava-vady Hadeem Jma it should be proved whether by Circar Accounts or by any other mea-

11. The 1st Defendant was ordered to prove that portion of Peroomputi Village which was disposed of by order of Government on account of the arrears of Kist and the amount of decision and also those Villages held in security-

The Documents filed by the Plaintiffs are

1. Copy of an explanation forwarded by

by the late Collector regarding the Broomputi Vil-lages, when he was called upon to do so by the Revenue Board on the 10th November 1814-

2- Copy of a Marattah list sent to the Huzzoor in Fusly 1227 or A. D. 1817 with the signature the Streeungoondum Tahsildar Moo-soondar and No Curnum. stating that the Vil-lage now in dispute is a Peroomputi Village-

3- Copy of a Marattah account shewing the Individual land tax of the above Village prepared for 111 Inhabitants in Fusly 1235 or 1825-

4- Copy of a Maratah Pulleteerwah account entered in the name of Soobramoneya-pillay Alagappa Pillay and Sedumbrum Pillay the Defendants in the Village under dispute from Fusly 1235 or 1825 to Fusly 1250 or A. D. 1840-

5. Copy of Board's Proceedings dated 8th February 1827-

6- Copy of Sudr Ameens decision in Suit No 139 of 1834 on the file of the late Auxiliary Court at Tinnevelly-

7- Copy of a Maratah Pulleteerwah account in the name of 141 Inhabitants for the disputed Village prepared in Fusly 1248 or 1838.-

Copy

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8. Copy of an Ayacut account of the Village in question prepared in 1830 or Aundoo 978.

9. Copy of an Alavalogoo account of D. for 1803 prepared in Aundoo 978 and 979.

10. Copy of an Ayacut account of Moorumbum Village for 1803 prepared in Aundoo 978.

11. Copy of an Alavalogoo account of D. for D. prepared in Aundoo 979.

12. Copy of an Ayacut account of Sengelpady Village for 1805.

13. Copy of an Alavalogoo account of D. for 1803.

Documents filed by the 1st Defendant are

1. Copy of a Pungooraly Attavany account of Streevygoondum Talook prepared in Fusly 1222 or 1813 for the 6 Shares of the Village under dispute.

2. Copy of a deed of Sale of Nadoovoyal Kodeecooky Perumbut Village sold in auction on the 13th October 1817 by the late Collector for 286 Pagodas or 608 Rupees to Chockapa Naiken on account of the arrears of kist and the amount of the decree.

Copy

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3. Copy of an account-particular in Hindooy containing the rates of Teerwah for the Poonjah lands of Bommiapooram Village in Streevygoondum Talook prepared in Fusly 1235 or 8th November 1827.

4. One Puttah issued to Toorcaseb-permal in Fusly 1238 or 11th July 1829 for Rupees 4 and annas 9 being the amount of Teerwah for the Poonjah lands of Nadoovoyal Peroom-but Village.

5. Copy of an Arzee presented on the 1st August 1830 in Streevycoondum Talook by the 2nd Defendant's father Areappa Pillay and others to Register the lands in dis-pute in the name of the 1st Defendant.

6. Copy of an Arzee in Hindooy made by the Tahsildar of Streevygoondum to the Collector on the 2nd August 1830 requesting permission to register the Village in dispute in the name of the 1st Defendant.

7. Copy of a proclamation as issued by the Collector on the subject on the 18th November 1830 requiring those that may have claims to the Village in dispute to come forward to the Huzzoor.

8. Copy of a Petition presented on the 16th December 1830 at the Streevygoondum

Talook

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Jaloak by the 2d and 18th Defendants remonstrating against the registry of the Village in the name of the Plaintiff-

9- Copy of an Order issued to the Tahsildar of Shreeygoondum by the Collector on the 8th March 1833-

10- Puttah granted on the 31st May 1833 to Ambalum Sungaralinga Madavy of Bommiapoorum Village for Rupees 3 Annas 8 being the amount of Teerwah per annum or for Fusly 1242-

11- Copy of an Order issued to the Tahsildar by the Collector on the 31st October 1835 to register the Village in dispute in the name of the 1st Defendant-

12- Copy of an Urzee sent by the Tahsildar to the Collector on the 27th November 1835 stating that he has sent a Summud to the Curnum to alter the Poyty in the name of 1st Defendant-

13- Copy of a Poonjah Tavary Cultivation account from 1st to 15th December 1835 entered in the name of the 1st Defendant in the disputed Village-

14- One Receipt obtained by the 1st Defendant at the Shreeygoondum Tahsh

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Jaloak on the 15th December 1835 in payment of Rupees 171-14-0 for the disputed Village-

15- Copy of a Diary of the late Auxiliary Court dated 18th December 1838 authorizing to sell the Broombut lands in satisfaction of a Decree in suit No 99 of 1820 on the file of the Madura Zillah Court-

16- Copy of an Order sent by the Collector to the Tahsildar of Shreeygoondum on the 24th May 1836 stating that his former order to register the Village in dispute in the name of the 1st Defendant has been reversed-

17- Copy of a Deposition given by the 1st Witness Aroomooganadavy on the 17th February 1837 on the subject of a Motion regarding the Swambogum of the Village claimed by the 1st Defendant in this Suit and Plaintiff in Suit No 129 of 1834 on the file of the late Auxiliary Court-

18- Copy of a Deposition given by 2d Witness on the file of the late Auxiliary Court-

19 One Puttah granted to Sinnacumnoo Tavan a Cultivating Ryot of Nettoor Village on the 25th May 1841 for Rupees 13 and Pie 1 being the amount of Teerwah per annum or for Fusly 1250-

The

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7. The principal object in this suit is to ascertain whether the disputed Village is Peroomput or Pungovaly. In the answer sent by the Plaintiff the Collector to the English queries put to him by the Officiating Assistant Judge of the late Auxiliary Court on the 25th June 1841 it is stated that a reference to the Preambles of Regulation XXV and XXXI of 1802 to Section 30. 38-41 and 44 of Regulation II of 1803 and to other Revenue Regulations will shew that the Government have claim to certain lands, but in the Preambles of Regulation XXV of 1802 it appears that Government considering that it would be inconvenience to the land holders/ the Zemindars and Ryotsps and loss to Government if they were to keep to themselves the right they professed to the lands, have fixed a standard Peria on the lands and have made them to be the ever lasting property of the Holders and in favor of this it is stated in Section II of the above Regulation that the Government have given to the Zemindars and other land-holders all the claims they have to the lands.

In the Preamble of Regulation XXXI

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XXXI of 1802 it is mentioned that according to the usages of ancient times the Government reserve to themselves the claim they have to all lands, whereas in the concluding part of the same Preamble it is stated that provisions have been made to dispose, if found necessary, of Teerwah on lands enjoyed rent free without a Purwanah from the Pathayee, ascertaining first the truth of the claim the holders of such lands have to enjoy them rent free.

The Regulations XXV and XXXI of 1802 have been enacted on the same data and as it is said in the former that the land holders alone have

have claim to the land and a slight
mention made in the latter that the
Government reserve to themselves the
claim on such lands and even if it
was taken for granted that the latter
enactment is valid clause 1st Section VI
Regulation XXVII of 1802 and clauses 2 and
of Section VII of the same Regulation
wherein is enacted that for the balance
of Kist due by the Ryots to the Circar
the Ryots' lands should be sold by Pub
auction and from the sale proceeds the
amount of balance alone should be taken
Government would become null and void
By the wording of Sections 36-38-41 and
of Regulation II of 1803 it does not appear
that the Government have any claim to
the lands.

Moreover the Circular order
of the Sudr Udalut dated 20th July 1821
say that by the lands termed "Kani"
in Section XXVI of the above Regulation
it is meant that the permanent
Beriz on the said lands is not in
determined

determined or fixed but no distinct mention is
made in Section XXVII above quoted either that
the Village is Government property or that it
cannot be sold or purchased by the Ryots.
Under these circumstances it appears
that Regulation XXV of 1802 was enacted
to declare that the claim for the lands
rests with the land holders. Regulation
XXXI of the same years to enquire into
and assess Teerwah on such of the lands
enjoyed rent free, unless under the
Purvanah of the Patchsha as an enquiry
appear to be unfit for being enjoyed under
that tenure, and that Sections 26-38-41
and 44 of Regulation II of 1803. are
regarding recovering balances due on
lands for which a permanent Beriz
has not been fixed, and how the Collector
is to act in the event of such lands being
without the Sanction of the authorities
made over to another.—

In this Zillah to settle all
disputes regarding lands the unobjectionable
Ayacut and Mavoloogoo accounts prepared
with reference to the accounts of
the Carnatic Government seem to
be the best data.— On

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On a careful perusal of the original Ayacut and Alavoloogoo accounts of the disputed Village, those of the Village of Morambun which the Plaintiff calls Paroomputh and those of the Pungoonaly Village Chenglepaddy as also the attested Copies of the said accounts on Brown Paper filed in the Court by the Plaintiff it appears that similar to the Shrotria Maneem entered in the name of the sharers of the Chinglepady Village because they are Bramins, Nattamy and Umbala Maniems are entered in the name of the sharers of the disputed, and Marumban Villages, because they are Soodras. But as no mention is made in the Ayacut and alavoologoo accounts of the Village of Morumbum of "Anatty Kerumboo Parasoo being entered as Samoodayem" as is the case in the accounts of the disputed Village, and as lands in Pungoovaly Villages which remain undivided among the sharers are usually entered as Samoodayem in the accounts, the waste land in the disputed Village which was not divided among the sharers, but left as their Joint property has been entered as Anady Kerumboo Parooso Samoodayem but no mention is made of Paroomput.—

By the Documents Nos 1 and

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and 3 filed by the 1st Defendant it is clearly apparent that the disputed Village is Pungovaly and capable of being sold and purchased, and altho' the Plaintiff /the Collector/ has written his remarks on the said documents, that those documents were not examined at the Huzzoor yet as they correspond with the undisputed and ancient accounts of Ayacut and Alavoloogoo it is out of power to entertain any other notion but that they are true accounts. By the Documents No. 1 and 5 on the Plaintiff's side it appear that the Government have claim to certain lands, and that there are 19 Villages of the kind in the Streevygoontum Talook, but it is not observed that the disputed Village is one of the said 19.—

The late Collector would have made his report to the Board of the names of the Villages arranged Talookwar after 1st preparing an account of the Banneraffy Villages, and not without preparing the accounts above mentioned. In the account thus prepared if the disputed Village had been included the Plaintiff ought necessarily to have filed it but as he has not done so, there is no proof of the Village in dispute being a

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a Bameeradsy Village by the report of the former Collector filed in conformity to the Point 5 given to the Plaintiff.—

Altho' it is mentioned in the Document No. 2 - on the Plaintiff's side that the disputed Village is Paroompat. Had that account been sent to the Board the date = Month and year, of its despatch as well as the name of the Collector who sent it would have been mentioned, besides it is not mentioned to whom and at whose order it was prepared - none of these things which should have been mentioned, has been mentioned. If = this account had been sent for, for submission to the Board as is mentioned in the list of documents - Copy of the letter to Board would have also been filed but as none of the things above mentioned has taken place there is no room to conclude by this = document alone that the Village is Paroompat.—

In the reply sent by the late Collector Sir Henry Montgomery to the queries put to him by the Offi = ciating Assistant Judge of the Auxiliary = Court

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Court the Collector has stated that Puttah should not be made in the name of the 1st Defendant and that the Board object to it, But as it appears that the Collector who laid this suit being of opinion that the Village in dispute is Paroompat informed the Board of it, and the Board have ap = proved of the same only on the represent = ation of the Collector without referring to the Records and as in the report made by the Collector Mr. Cotton, that there are 19 - Bameeradsy Villages in the Stree = vygoontum Talook the name of the dis = puted Village is not mentioned, the Boards' Extract would not weaken the Claims of the 1st Defendant.—

By the Plaintiffs not having objected in his reply to what the 1st Defendant has mentioned in the answer "that Puttahs have been made during some years in the name of the = Paragoodies and them a general Puttah made out in the name of the Sharers in Pungoovaly Villages" it seems that he / the Collector / admitted it.—

In the Collectors' reply to the 3d Query of the Officiating Assistant Judge

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Judge of the Auxiliary Court, he admits that the issue of Individual Puttahs is not in any way injurious to the rights of the lands, but that it is intended merely to save the Ryots from being over taxed.—

In all Villages where there are sharers, it is customary with them to cultivate some lands themselves and let the rest. to Paragoodies for Samy=bogum, in like manner in the Village under dispute the Sharers Soobramoneya Pillay, Allagappah Pillay and Sedum=brum Pillay have in their names Puttahs for the lands they cultivated yielding a Revenue to Government of 57 and odd Rupees, and Puttahs for the remainder of the lands in the name of the Paragoodies to whom they are let out for Samybogum and Carar Sagoopady Vca accounts are prepared accordingly, From the Document No. 8 which bears a date intervening from the date of the document No. 3 and that of No. 7. in the Plaintiffs side altho it is observed that Teerwah is entered in the name of the sharers to lands to a

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a very trifling extent yet it cannot be said that they are not Pungalies.—

To the objections urged in the reply that Puttahs have not been issued to Paragoodies in the disputed Village as is customary in Pungoovady Villages to issue Puttahs both to the Sharers and Paragoodies, the Plaintiff has not explained the affairs or filed the Puttahs and proved it.—

In the original Puttahs issued to the Nadoovayel Peroomput lands which is the Document No. 4. on the side of the 1st Defendant bearing the Signature of the Collector, it is mentioned, Paroomput Nadoovoyel but as there is no similar entry in the Document No. 10 of the 1st Defendant which is the Puttah issued to the Paragoodies of the disputed Village and as it is only mentioned "Streevygoon=tum Talook Bommiapooram" Similar to the entry "Nettoor" in the Document No. 19 the Puttah issued to the Poragoodies in the Pungoovaly Village of Nettoor, it appears that the disputed Village is not Paroomput.—

In the answer filed by the 15th 17th

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17th and 22d Defendants in suit No. 129 of 1834 as it is objected that of the persons who are said to have attested their signatures to the Deed filed by Vythelingum Pillay Plaintiff in Suit No. 129 - Some died previous to the date of the Deed, that some were not on that date present at the said Village, and that there are some other claimants to the Village besides the Defendants in the said suit. The Plaintiff states that the Decree is very objectionable. —

On a perusal of all the Documents connected with the Suit it appears that the 15th 17th and 22d Defendants did not prove that there are claimants to the disputed Village other than the Defendants besides by the Copies of the rejoinder given by the 15th Defendant in Suit No. 78 of 1831 of the late Auxiliary Court and of the answer given by the 5th Defendant in Suit No. 48 of 1833 which are filed and marked B and C. in Document No. 17 in Suit No. 129. as it is proved as stated in the Plaint, that there are 13 Sharers to the Village

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Village in dispute no credit whatever could be given to the contradictory statements of the Defendants themselves as evinced in the Thadungal Manoo given by them at the Taluk which is document No. 8. on the 1st Defendants side and in the answer filed by them in the same suit. —

Moreover if there are any other claimants to the disputed Village except the Defendants they might have appeared and pleaded for themselves at any time during the 5 Months the suit was under investigation, or if the Village was Paroompoot, the Poragoo=dies of the Village or the Village Curnum who was the 23d Defendant in the said suit might have informed the Circumstance either before the Collector or the Court but there is no proof in any one of the Documents of either having been done. —

The Witnesses brought by the Defendants in suit No. 129 to prove that of the persons who attested the Deed, that some died previous to the date of the Deed and that some were not present in the Village at the said date having been

the

the residents of a distant place and per=
=sons to whom no credit could be given,
it appears that Sudr. ameen gave no
credit to the statements of the said
Witnesses.—.

Although individual
Puttahs were issued to the disputed
Village yet it is proved by the 17th and
18th Documents on the side of the 1st
Defendant that up to 1833. Arreyap=
=pa Pillay and Cheendumbrum Pillay
were receiving Samy-bogum and that
afterwards that the 1st Defendant
was receiving the same and that further
even after the issue of individual
Puttahs the Samybogum was received
by the 1st Defendant as will be seen
on a reference to the Extract sent
by the late Asistant Judge to the
Collector on the 7th April 1837.—

In this Zillah Nunjah lands
are termed Puttapath Coil path Arasapath
Parapath &c. In order to trace
the cause that gave rise to lands being thus
differently termed the Principal Sudr ameen
inspected in person the lands of the Village of
Pattapath

puttapath in the Cusbah of the Nelliambalam Talook
and made enquiries by accounts from the old Curnums
of the Village when it was ascertained that that
Village comprized a small portion of lands paying
a Pottom tenure, and 316 — 12 — 3 of land yielding.
Agent Teerwah to Government and on further full=
=enquiry why in a Village called Puttapath, lands pay=
=ing other than Pottom Teerwah are also included,
without the whole of the lands comprizing the
Villages being Pottom lands it appeared to that
Offices under the below mentioned explanation that
the terms Pattapath Coil path &c. were names given
to lands when 1st made "Seygal" or made fit for
the reception of the Seeds in order to distinguish
one land from another.—.

In this part of the Country "Puttoo"
means Nunjah land hence Pottapath means
lands lying near Pottom lands Arasapath,
lands lying near an Arasa tree, or first Seygalled
and cultivated by an Arasun and Paroompath,
it seems is a name given to a great extent of lands.—

In the Document No. 1. filed
by the Plaintiff which is the report made
by Mr. Lushington it is mentioned that
Paroompath lands cannot be sold by the
Ryots. Besides it is talked of in this
Zillah that Paroompat lands are those
belonging to the Circar.—.

In the replies given
by the Plaintiff to the queries put to him
by the late Officiating Asistant Judges
as it is said that it is not customary to
receive

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receive Sonny begum, it is not consequently advantageous to the Circar. Still as it is not proved by any one of the aboyoo Vs. in the accounts filed by both Parties that the disputed Villages is Paroumpt, the Plaintiff is nonsuited and requested to pay the Costs of the Defendants.—

Particulars of Costs.—

Value of Stamp Paper used by the Plaintiff	185	8	0
Fees paid to the Government Vakeel	151	5	7
Total	336	13	7
Value of Stamp Paper used by the 1st Defendant and to be paid by the Plaintiff	43	0	0
Do. of Do. used by 7 Defendant Viz. 2d 4th 7th 8th 10th and 16th Defendants	8	0	0
Batta paid to a Peon deputed with Summons		12	0
Total Costs incurred by 2d 4th 7th 8th 10th 16th & 23d Defendants and to be paid by the Plaintiff	8	12	0

Any Compromise entered into between both parties without the Sanction of this Court will be considered invalid with reference to the Circular orders 9th 48.—

Given under my hand and Seal of the Principal Sudr Ameen Court at Tinnevelly this 18th Day of October A. D. 1844.—

The time of Appeal expire on the 17th November 1844.—

/Signed/ M. Veroomalachari
Principal Sudr Ameen

/True Translation/
/Signed/ C. B. Thomas
Collector

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No. 2.

Translation of an Appeal Petition proposed to be laid by the Government Vakeel Meer Ahomed Ibrahim before the Sessions Judge of Tinnevelly on behalf of the Collector E. B. Thomas Esqre Plaintiff in Original Suit No. 96 of 1843.

1st Sythealingum Chetty the 1st Defendant lodged a Plaint in the late Auxiliary Court in Suit No. 129 of 1834 against 3 Ryots of Pommia-pooram and their heirs Amounting in all to 25 for the recovery of 1002 Pons and 5 Fanams alleged to have been borrowed by the abovementioned 3 persons in 990 Audoo after executing a Bond for the Same promising in default of repaying the amount within 15 years, to make over all the claim they have to the lands at Pommia-pooram. Notwithstanding its having been proved by 6 Witnesses on the Plaintiffs side, that some persons only attested their signatures to the said Bond, and by several Witnesses on the Defendants side, that the Bond was not written at all, the late Sudr Ameen without considering and satisfying himself whether or not the Defendants had claim to sell the Village, passed a Decree that the Village should belong to the Plaintiff. On this Decree the 1st Defendant in this Suit requested that Puttah should be made in his name

name to the lands in that Village under the Enjoyment of 140 Ryots and that he should get Swamybogum from them; but it having been ascertained by Circar Records that the said Village was Peroomputh, and that it cannot be sold or purchased by the Ryots, the Plaintiff in this Suit laid a Suit in the Principal Sudr Ameen's Court stating that of the Bariz of the whole Village Rupees 1892- three persons who are neither the persons that executed the Bond, nor those who attested their Signatures as (Collectt arom) have land yielding only a Bariz of Rupees 57-7-2. that the others have no lands and requesting to cancel the said Decree which is injurious to the rights of Government and disadvantageous to the Ryots- but, notwithstanding its having been proved by many Circar Accounts that the said Village does not belong to any one but to Government, the Principal Sudr Ameen without considering that or satisfying himself of the genuineness of the Bond of the Defendants, but leaving the simple question as to whether the Village in question is Perumbul or not goes into a long and inapplicable argument questioning the right of Government to any land and the propriety and meaning of the old Regulations with an useless and unnecessary discussion-

† Meaning for himself and others-

discussion as to the Origin of the word Perumbut, and takes a different meaning of the Case in certain points, and has passed a Decision in favor of the defendants injurious to the rights of Government and disadvantageous to the Ryots. The Plaintiff therefore requests the Civil Judge will take into Consideration the objections and those enumerated below, as well as the several Documents mentioned in the list appended to this Appeal Suit and pass a Decree annulling the Decree of the Principal Sudr Ameen disallowing the payment by the Plaintiff of Rupees 51 3/4 as decreed by the Principal Sudr Ameen, making the Defendants pay the Amount of Rupees 336-13-7 being the Costs in his original Suit, as well as the Costs that might occur in this Appeal Suit and uphold and support the just rights of Government to the Village in dispute-

2- In the Original Suit, to the question put by the Assistant Judge, "Whether the Plaintiff would point out Regulations to prove that the Government have claim to lands" the preambles of Regulation XXV and XXXI of 1802 and Regulation II of 1803 wherein is stated that the Government have claim to the lands, were referred, but.

but the Principal Sudr Ameen states in the Decree that of the Regulations XXV and XXXI of 1802 enacted on the same date, it is said in the former that the Government have given to the land holders the rights in the lands, whereas in the latter a slight mention is made, that the Government reserve them to themselves; and that if the latter Enactment was considered as valid, it would be contrary to the Wording of Sections 6 and 7 of Regulation XXVII of 1802, that by Khas lands are meant lands on which the permanent Bariz is not fixed as mentioned in the circular order of 20th July 1829, and that therefore it is not clearly apparent to him that Government have any claim to lands at all.—

In the Regulation XXV above referred to, it is stated that the Government have vested with the Ryots the proprietary rights on lands which the Native Government had held and subsequently devolved to the hands of the British Government, while so, how can it be said that the Government have no claim to lands, other than those on which the Native Government had claims! and which were made over to the Ryots by the above said Regulation. Moreover by Sections XXVI, XXVIII, 41 and 16th of

x such as the Village in dispute and other similar lands—

of Regulation II of 1803, it is clearly ascertained that the Government have right to lands. As it is mentioned in the circular orders that by Khas lands are meant unsettled lands, it would appear that what the Principal Sudr Ameen states in the Decree that, "only a slight mention is made in the Regulations of the rights of Government on lands," is owing to a misunderstanding of the Regulation wherein is stated clearly, that the Government are vested with certain right to lands. The mention made in the Decree that it is contrary to Regulation XXVII proceeds also from the same Cause.—

The lands in this Zillah, the rights on which are vested with the Ryots by Regulation XXV, are Zemindary and Injgottah lands, on which the permanent Bariz has been fixed, and in Section 6 of the same Regulation it is stated that for such lands no remission should ever be allowed on account of the loss that might occur to the land holders either owing to want or excess of water or the state of the season, and

the

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the Village of Bonnimapooram in dispute which is not of the description abovementioned has been considered by the Principal Sudr Ameen in the same light as lands on which the permanent Bariz is fixed. Moreover by the mention made in Regulation XXVII that "lands may be sold in public Auction for balances of Circar dues," it is meant that the land is put in Outery and purchased only for the enjoyment of it as long as the Circar demand is punctually paid, and the land cannot be considered to belong to him always, that is, although he pays or not the Circar dues. For an instance of which the Plaintiff begs to refer the Civil Judge, to the Proclamation and two† letters sent to the Point by Mr. Cotton dates noted in the Margin.

If any one who has purchased land and is enjoying it from generation to generation lays waste either a portion of it, or the whole, and does not pay the Circar demand the Government have always the power to take and give the

† letter dated 6th Dec. 1815. Pro: 20th Oct. 1816.

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the land to another person and make him cultivate it- and while so, the lands that are sold at public Auction for Circar balance cannot be considered as having more claim than those abovementioned- No Regulations are necessary to prove that the proprietary right of the lands is vested with the Government, Still by the opinion expressed in the Decree by the Principal Sudr Ameen as if no mention is made of the proprietary right of Government in the Regulations, while the fact of the case is otherwise, are the Government to lose their claim to the Villages in the Chockumputty, Panjalumcoorchy &c. Estates which are Zufted and are under the Circar management, as well as to many other Villages, which were in like manner Zufted in the times of the Ancient Rajahs and are amalgamated with the Circar lands? If no more distinct mention is made in the Regulations defining the Government right, it is because it is taken

taken for granted and assumed that every Government yet exis-
-ting in India has had a sovereign (royal) right over the
lands for the support of the Government and its safety, its
Police, Public Officers, Troops &c.
else without any claim on the
land, how could the Government
exist or be supported?

Lands of every description
belong 1st to Government, and
as they have the right to Jupti, and
take to themselves the lands they
have been pleased to give as Shanam
Enam and those given by them
after fixing a permanent Bariz,
the Ryots who pay a permanent
Bariz have not as much claim to the
land as the Government - For an instance
the Tanjore and Travancore
Rajahs have many lands of their own,

and

and when those lands of Foreign Kings come
under the possession of the British Government
will not the British Government have as
much claim to those lands as the Rajahs
had? As the opinion expressed in the Regula-
-tions is some times taken in a different
light by the Spirit of the Circular order,
and some times the Circular orders con-
-firm what is mentioned in the Regulations
so also many Circular Orders have been issued
by the Government and the Board with refer-
-ence to the Regulation which says that the
disputed Villages belong to
Government, and in all cases the whole
Spirit and meaning of all the Regulations
and Circular orders together should be
considered, and not especial or particular
ones alone. In the beginning of the Principal
Sudr Ameen's Decree, it is stated "that the
chief object is to ascertion whether the
disputed Village is Peroomput or
Pungoovaly" but so far from ascertaining
that, his having taken the meaning of
the word Peroompeth different from what
it really is, and considered whether it
belonged to Government or not, and
searched

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Searched for Regulations and made meaning for the same, are all unnecessary In the Zillah all persons from lads to old men know that the meaning of Peroomput lands are the property of Government the new meaning given to the word Perumput by the Principal Sudr Ameen namely "a great extent" is inapplicable, as many Perumput Villages are very small ones. The disputed Village is undoubtedly a Peroomput one. Peroomput and Pundaravadaky lands are the property of Government. In this Zillah there are Villages of 6 different kinds Zemindary, Pungoovalay, Puttaverty, Yagabogum, and Peroomput lands. Of these to the Zemindary and Cutgoottah Villages a permanent Bariz has been fixed by Government, agreeably to the Regulations. and for the other 4 kinds of Villages a permanent Bariz has not been fixed, but in accordance with the usage adhered to from ancient times Peroomput Villages belong wholly to Government, and even before the Regulations were published, (from 1800) Peroomput lands were not allowed

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allowed to be sold or purchased agreeably to the correspondence that has taken place between Collectors and the Board to which correspondence the Civil Judge is begged to refer, as it fully explains the opinion of the Board of Revenue and Government as to the right to lands. Moreover notwithstanding its having been enacted in the Regulations that in all cases brought before the Court, due care should be taken to ascertain the truth, on a reference to the Plaint, and in consideration of the Plaintiff, the Principal Sudr Ameen has not acted accordingly in this case, nor fully considered the rights of Government, but entered into a large question beyond his Controul, namely if Government can have any right at all to any land, and not only to Bomiapooram, the point in dispute.

3. In the Decree it is stated that for the adjustment of all land disputes, Ayacut and Mavalogoo accounts should be principally referred to; that on reference to the Mogos Accounts of the Perumput Village of Moroombaw, and that of the Pungoovaly Village of Cheng[illegible]epady, it was

was ascertained that as the sharers of the Chenglepady Village were Brahmins, Shrotriem Maniem was entered in their names, and that as the holders of the lands in the disputed Village and that of Moorumbum were Soodras, Nattamy and Umbalamaniems were entered in their names. Thus the Principal Sudr Ameen speaks equally of Pungoovaly and Peroom=put Villages. In Pungoovaly Villages with the exception of the deductions owe account of Shrotriem, Mahajanum, & Shoopputtee calevoor, Chattoobogum &c a deduction is made under the Head of Nattamy Umbalum as a remuneration for people employed in collecting Circar dues and looking after Police affairs, whereas in Peroomput Villages there are no other deductions than that of Nattamy Umbalum which is exclusively for service rendered to the Circar. The Shrotriems Maniem spoken of in the Decree, has not been entered for any special service, but has been granted for subsistence and to continue in perpetuity; whereas Umbalom Maniem is entered for a Circar service as long as the

circar

circar business is carried on without any fault the said Maniem will be paid, but afterwards the Circar have power to do any thing with it. Peroomput Villages belong to Government and as there is a vast dif=ference between Peroomput and Pungoovaly Villages, there is no room to think that Shrotriem Nattamy and Umbalum Maniems are on the same footing or entertain any other notion of the Village in dispute than that it is Peroomput. Ologoo Accounts will settle Boundary disputes, but they are not to be depended upon wholly for ascertaining the rights of lands. In the said Decree it is further stated, that in the Ologoo account, that the Anathy Tarooso lands of the disputed Village are entered as Samoodayem, and that it is not the case in the Ologoo account of the Village of Moorumbum. In a Village the lands which are under actual culti=vation are entered in the accounts under the names of their respective Cultivators, and all other lands which are laid waste as Anathy Kerambo Tarooso, and could be cultivated by any one who may chose

to

to do so are called Samoodayem lands, but this is not a name given as stated in the Decree to lands remaining undivided among the Sharers. If it was as stated in the Decree the Village in dispute must have been a Pungoovaly one, but in the absence of any proof to that effect during the investigation, the opinion entertained by the Principal Sudr Ameen regarding the disputed Village as in the case of Pungoovaly Villages, seems to be a mis=understanding on the part of the Principal Sudr Ameen of the Revenue System and accounts of this District which is perhaps new to him. Depending only on the word "Samoodayem" entered in the Cloogoo Ac=count which has been prepared by several persons who were appointed to measure the whole extent of land at one and the same time, and the account prepared in various ways according to their respect=ive senses, it cannot be ascertained whether the Village is Pungoovaly, Buttavirtz or Peroompot.-

4- The Principal Sudr Ameen without giving due weight to the correspondence

correspondence which has taken place between the former Collectors and the Board and Govern=ment, and the several accounts sent for from the Talooks after much enquiry signed by the Tahsildar and Moozmadar all of which were filed by the Plaintiff, (the Collector) has admitted the Documents Nos. 1 & 3 the former of which is a Pungoovaly Attavany prepared jointly by the Village e= Curnam and the Ryots during the Decennial lease, the latter a Kydeith on Poonjah e= Parum, prepared by the Curnam in favor of the Ryots, below both these documents the Collector has written his remarks that they were not examined, and they do not correspond with any of the Accounts at the Hufsoor and further they are become null and void, by the many Documents filed by the Plaintiff which have been prepared on a time posterior to the date of the said 2 Documents / Nos. 1 & 3 on the Defend=ants side / Notwithstanding all these, the Principal Sudr Ameen has given cre=dit to those Documents, by which it would appear to the Civil Judge that the Principal Sudr Ameen has done so, merely to make that

that a ground for passing his Decision in favor of the Defendants.-

In the Document No. 2 on the Defendants side, which is the Deed of Sale by Outcry it is clearly stated, that the enjoyment of the Cowldar, and not the land itself, is put in Outcry. This is favorable to the case of the Plaintiff and not of the Defendant.-

The Document No. 15 on the Defendants side which is the Extract of the Court, does not in the least weaken the rights of the Plaintiff or streng then the claims of the Defendant.-

5th In the said Decree it is stated that on a reference to the Document Nos. 1 & 5 on the Plaintiffs side it is observed that the disputed Village is not entered as one of the 19 Peroomput Villages in the Streevy-goontum Talook which belong to Government, and that as the Village-war accounts which was prepared to be sent to the Board was not filed, that it is not proved by the report of former Collectors filed agreeably to Point 5 that the disputed Village is Ba Meerasiy. In the Accounts sent to Board the as total

total No. of Villages, and not every Village in particular would be entered. The disputed Village is one of the 19 Villages in the Streevygoontum Talook. The Principal Sudr Ameen has admitted in the Decree that the total No. of Villages would not be determined, before preparing a Village-war Account. When the Goshwara account has been filed in the Court the Principal Sudr Ameen instead of getting the account particulars of the 19 Villages filed in the Court, by the Plaintiff, if that account was necessary and removing his suspicion on that head, had stated his opinion that the disputed Village is not included among them And the cause that gave rise to the Principal Sudr Ameen entertaining such an opinion is not apparent from the Decree. Moreover it is stated in the Decree that if the Document No. 2 on the Plaintiffs side from which it is observed that the disputed Village is Peroomput, had been sent to the Board the date of its despatch, as well as the name of the Collector by whom it was sent and at whose order it was sent, has not been entered

entered and the Copy of the letter sending the account to the Board not filed, and that by that Document alone it cannot be determined that the Village is Peroompat. If it had been necessary to know the date of its despatch. The Principal Sudr Ameen should have got that information from the Plaintiff and determine about it afterwards. When there were Board and Government Proceedings, and reports of former Collectors before the Principal Sudr Ameen which gave rise to the preparation of the Document No. 2, the Principal Sudr Ameen having stated that he cannot determine by that one Document alone that the disputed Village is Peroompat Seems that he was unwilling to peruse and examine the Proceedings &c. above alluded to.-

In the Decree it is further stated that in the Report made by Collector Mr. Cotton of the 19 Ba Mirasy Villages in the Streevygoontum Talook as the name of the disputed Village is not entered the Board's Extract would not weaken the claims of the 1st Defendant, but when the disputed Village is included in the 19 Villages

† especially a late one of Mr. Eden's 26th July 1836 & Board's Proceedings thereon 29th August 1836 with many other similar.

Villages why will not the Board's Extract strengthen the rights of the Plaintiffs (the Government) and weaken the claims of the Defendant.-

The Principal Sudr Ameen has further stated in the Decree that it is observed by the Documents Nos. 1. 2 & 5 that the Government have 19 Ba Mirasy Villages in the Streevygoontum Talook and that the disputed Village is Peroompat but he, instead of admitting that the Board's Extract is in favor of what is contained in these Documents, and strengthens them, states that the "Board's Extract would not weaken the claims of the 1st Defendant" in favor of the opinion he entertains without any proof, that the disputed Village is not included among the 19 Ba Mirasy Villages.-

6th It is stated in the Decree that

that what is stated in the answer sent by the Collector to the queries put to him by the Assistant Judge "that the Board object to the Pullee being transferred to the name of the 1st Defendant is that the Board without perusing any of the Records have issued the order merely on the representation of the Collector. While the Collector in his report to the Board has fully explained to them the rights of Govern= =ment to Peroomputt Lands - from ancient

ancient times, and the purport of the former Collectors' letters to Board and that of the Board's Proceedings as well as the purport of the Decree in Suit No. 89, and the Board have issued their orders on a full Examination of this Report, the Plaintiff is at a loss to imagine what could be the grounds on which the Principal Sudr Ameen states that the Board issued the order without examining the Records.

It is stated in the Decree

that the Plaintiff has not proved what he has objected in the reply, that Puttahs were not granted to Pongoodies in the dis= =puted Village as in Pungoovaly Villages. In Pungoovaly Villages Puttahs are issued both to the Proprietors of the land and to the Pongoodies, and consequently the style in which they are written necessa= rily differ from each other. In the dis= puted Village all the Pongoodies have received Puttahs prepared in one and the same style, and consequently the mention made in the Decree cannot be taken as a ground to prove that the Village is not Peroomputt. In Pungoovally Battavaty

Battavirty, Yagabogum and Peroomputt Villages, Puttahs issued to Poragoodies in all other Villages but Peromputt are prepared in a different style from the rest. All other Puttahs are prepared in one uniform style. In the Decree it is further stated that in the document No. 4 of the Plaintiff, which is the Puttah issued to the Nadooveyel Village, it is mentioned "Peromputt" and that in the Puttah of the disputed Village it is mentioned only "Bommiapoorum" similar to the entry "Nettoor" in the Puttah issued to the Pungovally Village of Nettoor. The Village of "Nettoor" became a Pungovally one in Fusly 1252 in pursuance of a Decree of the Court passed on a dispute that arose regarding the rights of that Village. Previous to Fusly 1252, Puttahs were issued to the Poragoodies, those Puttahs and the Puttahs issued to the Poragoodies of the disputed Village would correspond with each other, while so, the Principal Sudr Ameen has erroneously considered the

the Puttah issued to the Poragoodies in the Nettoor Village in Fusly 1250, as one issued to a Pungovally Village, and has compared it with the Puttah of the disputed Village, and hence it will be observed that by a comparison of this kind, it cannot be inferred that the disputed Village is Pungovally.

In the Puttah of the Nadooveyal Village for Fusly 1238 it is mentioned Peromputt which mention is not to be found in the Puttahs of the subsequent Fusles. For an instance, in the Puttahs of 11 Fusles from 1243 to 1253 and in 2 Puttahs of Fusly 1250 issued to Nyna Chetty in No. 78 and Seetharamien in No. 79 no mention is made of Peromputt and the mention made in the Puttah of Fusly 1238 has not been done by the Circar orders, but seems to have been written erroneously while a lak and fifty thousand Puttahs, including Moturpha, were under rapid preparation at one and the same time during the Jummabundy by the Village Curnoms, their Comastahs and the

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the persons hired by them and passed undetected by the Examiners.— For an instance, in the Puttahs issued to the Ryots of the Nellore Village up to Fusly 1251 no mention has been made of Pungoorally, whereas in the Puttahs of Fusslies 1252 and 1253 the Curnom without the Circar order has of his own accord, mentioned "Pungoorally Nellore" similar to the error in the Puttahs of the Village of Nadoovayel— The above said Puttahs Fusly 1243 to 1251, wherein no mention is made of Pungoorally are for reference take included in the list of Documents appended— In like manner in the Puttahs issued to Pungoorally Villages it is mentioned "Pungoorally" in some Fusslies and not so in others— There has been neither order nor custom directing the mention in Puttahs of the words "Pungoorally" or "Peroomput"— For instance as mention is made of "Peroomput" in the Puttahs issued

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issued to many Peroomput Villages in this Zillah while so, by the Curnoms leaving of their own accord put in the word Pungoorally, or Peroomput in some Puttahs, it cannot be determined that the Village is Pungoorally, or Peroomput— To determine whether a Village is Pungoorally or Peroomput, reference should be made to the accounts at the Hoozoor and not to the Puttahs which are intended merely to show the amount of Peerwah the Ryots should pay to Government.— Under these circumstances the non insertion of the word Peroomput, in the Puttah of the disputed Village, which is the Document No. 10 on the Defendants side will not in the least weaken what has been proved by the Public Circar accounts Vizt that the disputed Village is Peroomput— Taking the case in the same light as the Principal Sudr Ameen has done— can a Village which is Pungoorally be determined to be otherwise, merely because the word Pungoorally.

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Pungoovally is not inserted in the Puttahs of that Village. To determine that the disputed Village is Pungovally is it at least so mentioned in the Document No. 18? In it is not the case. Therefore the Plaintiff trusts that it would be evident to the Civil Judge, that a reference to more Puttahs cannot be made to settle whether a Village is Pungovally or Peromputt.

8. The Plaintiff has stated in his original reply, that in Suit No. 29 neither the persons who executed the Bond, nor those that attested their Signatures to it, have pleaded in their defence, that of the persons who are said to have signed the Deed, some died before the date of the deed, that the 3 persons who enjoy land yielding a trifling Teerwah to Government of Rupees 5 7 and odd are neither those that executed the Bond or those who attested the signatures to it. That all that were concerned in the Bond, have not even a small portion of land or habitation at Bommiapooram, or Puttah

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Puttah and Pullee in their names ever since Fusley 1211, and that under these circumstances, what credit could be given to the answer of the Defendants in Suit No. 98, or any other Documents they may produce.

The Principal Sudr Ameen has not in the least taken up the investigation of what is mentioned in the said reply. The Plaintiff therefore requests the Civil Judge will be kind enough to enquire into these Statements in the Appeal. In this Zillah lands have the name of Puttapath, Covilpath, Arasapath, Parapath, &c. the Principal Sudr Ameen states in the Decree, that on examining in person the lands of a Puttapath Village and making enquiries with the Curnoms, that he became of opinion that Puttas means Nunjah land, that a Tract consisting of many lands, is called Peromputh, and that Arasapath, &c. are names given because they are situated near some mark of distinction. By a mere sight of Peromput, Pungovally, and Puttawirty lands, the marks of distinction cannot

cannot be understood. If a tract consisting of many Nunjah lands is called Peromput as per opinion of the Principal Sudr Ameen, why do not Villages that consist of more Nunjah lands, such as the Pangroally Village of Chengulpudy which consists of 300 Seed Cottahs, and others which consist of more lands go by the name of Peromput, while the Village of Moorumbum which consists of only 27 Sd. Cottahs, and the Village in dispute, which consists of only 19 Sed Cottahs are called Peromput Villages. Many Villages which consist of no Nunjah lands go by the name of Puttoo Lands which do not lie near Pagodas Covils, but very far off are called Covil=puttoo. The true meaning hitherto understood in this District of a Peromput Village is, as mentioned in the Plaintiffs reply, a Village the lands which it comprizes are the property of the Government, and not of the Ryots, who are poor people, and it would appear to the Civil Judge in the course of the investigation that the Principal Sudr

Sudr Ameens meaning of the said word is not right - many Decrees have been passed by the Auxiliary Zillah, and Provincial Courts that Peromput lands belong to Government - but to no others - For an instance, hereunder are mentioned a few of those Decrees -

Decree No. 24 of 1834 of the file of the Auxiliary Court - In column 9 of the Moofty Sudr Ameens Decree, it is stated that Peromput lands belong to the Circar, that those that Cultivate them have only claim as regards Cultivation, and that the Circar have claim to give the lands to any one to Cultivate them, and this Decree has been confirmed by the Auxiliary Court in Appeal No. 39 of 1844 - In the

Decree No. 76 of 1829. of the Tinnevelly Auxiliary Court - Decree of the Auxiliary Court it is stated that as by the Witnesses of

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of the Plaintiff themselves the dis=
=puted Village was proved to be a
Peroomput Village, the Plaintiffs was
nonsuited. This Decree has been
confirmed by the Madura Zillah
Court / the appealing authority / and
by the Provincial Court / where the
Special Appeal should be made /
No. 39 of 1843 if the In the Decree passed.
file of the Principal by the Moosty Sudr
Sudr Ameens Court. Ameen it is stated.
that it has been proved
that the disputed Village is
Peroomput that many
orders have been issued
by the Collectors that
they cannot be sold

Comp. Bd.

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as purchased that as the right as regards bowle alone
and not the land itself was put in outcry by
former Collectors in pursuance of the Decree of
the Court and for circumbalance that the said
right alone could be sold, and that the Defendant
in the said suit having sold the land to the
Plaintiff was not admissable and thus non suited
the Plaintiff.

In Suit No. 16 of 1843 the same
Principal Suder Ameen has passed a Decree on the
23d January last nonsuiting the Plaintiff on
the grounds that the Village of Nadoovally in the
Tencausey Talook in which the land in dispute was
situated was a Peroomput Village and that it was
consequently not fit to be sold or purchased.
By the letters written to Board and Government
by the Collectors Messrs. Lushington, Cotton &c.
from the year 1800 (previous to the year in which
the Regulations were enacted in 1802) that Bameer
-rafsy Villages which belong to Government and
go by the name of Peroomput Villages cannot
be sold or purchased and by the many Proceedings
of the Board and Government regarding the subject
it is well known throughout the District that
Peroomputt Lands belong to Government. Moreover
by the mention made in the first part of the Prin=
=cipal Suder Ameen's Decree, that the chief object is to
ascertain whether the Village is Pangoovallee or Peroomput, It is
evident that he (the Principal Suder Ameen) is well aware that
in case the disputed Village proves to be a Peroomput one,
that should belong to Government. In contradiction to this he has
stated

stated in the middle part of the Decree that by Peroomput is meant only a tract of land consisting of many Nanjah lands- Contrary to this latter asser-tion also he has admitted in the concluding part of the Decree, that in this Zillah Peroomput lands are considered to be the property of Government as the opinions of the Principal Suder Ameen contradict each other- as cited above it would be evident that the meaning he has made of the word Peroomput is not right and that he made that meaning merely to pass the Decree in favor of the Defendants.

In the concluding part of the Decree it is further stated that although it is stated that it has not been the custom with Government to receive Sawmibogum and consequently not any way advantageous to Government still that it has not been proved by the Documents filed by either party, that the disputed Village is Peroomput-

The Government without thinking that collecting Sawmibogum, is of great importance have not collected it, it being very trifling similar to the advances they make to the Ryots, for which they do not receive any interest and have thought that the collection of sawmibogum would not be an action consistent with their dignity leaving it for the Decision of Government whether or not Sawmibogum should be received in this Village as is the case in certain others. While it is fully proved by the Proceedings of the Board the Government and the Collector and by the Documents filed by the Plaintiffs that the disputed Villages Peroomput Villages belong to

Government

Government it is for the Civil Judge to consider owing to what cause the Principal Suder Ameen states that it is not proved by any of the Documents although the Government get no Sawmibogum, yet as it is improper for one person who has no claim whatever to get in his sole name the lands under the enjoyment of 140 Persons and entitle himself to receive Sawmibogum from them, and as by so doing the Ryots incur loss, and it proves prejudicial to the rights of Government this appeal Plaint has been filed, it being the chief duty of Government to prevent what is above stated as well as one who has no claim getting himself entitled to the lands under the enjoyment of 140 persons.

The Court may be aware that the Documents filed on the Plaintiff's side are papers from Public Records prepared from the year 1,800 with reference to older accounts and after strict examination- and approved of by the Board and Government, and not similar to fabricated Documents filed by private parties in other suits. In the first portion of his Decree the Principal Suder Ameen leaving the particular point and Village in dispute proceeds to argue and dispute generally on the larger and difficult and old question (not necessary in disposing of the present Suit) as to whether the Regulations in themselves- are correct and distinct in their meaning and doubts if Government has any right at all to any land- this is a question and argument beyond the present suit and which the Principal Suder Ameen was not called upon to discuss, nor competent

Fort St. George 31st March 1845.

competent to decide - That Government has a sovereign right in the Land (which is the only security for the realization of the Revenue) is a principle admitted and acted on by every Government yet existing, whether Hindoo Mahomedan, or British, otherwise how could Lakeraz lands (gifts from the State) be found?

Besides the Collector who renders impartial justice taking interest both in the welfare of the Ryots and the Interest of Government would not bring false and vain Suits as common parties; such being the case it would clearly appear during the investigation of this appeal Suit that the Principal Suder Ameen instead of making a thorough investigation and considering deeply of the merits of the case and passing his decree thereon, has passed his Decision on the institution of very little enquiry - The Plaint filed in O.S No. 98 by the Father of the 1st and 2nd Defendants in this appeal Suit should be rejected agreeably to Section X Regulation II of 1802 for reasons cited below. The disputed Village was determined by Mr. Cotton as a Peroomput Village and approved of by the Board and no appeal has been made on the said Decision, such being the case, the complaint

in

Fort St. George 31st March 1845.

in the said suit should have been rejected on account of its being fraudulently preferred regarding a case which has once been decided but as the Principal Suder Ameen has not taken that into consideration the Plaintiff requests the Civil Judge would take all these into consideration and annul the Decrees of both the Suder and the Principal Suder Ameen for which the above said reasons would be found sufficient.

As the Ryots with an intention of defrauding the Government has prepared fraudulent accounts it is requested that they may be punished.

As the actual gain to the Ryots deducting the Expences incurred by them for cultivation cannot be exactly known and as it appears that the Ryots would gain on an average at the rate of 60 per Cent on the Bariz ensuing to Government - The Bariz of the Village is Rupees 1892 and the average income to Ryots at 60 per Cent Rupees 1135-3-2 making in all Rupees 3027-3-2.

/True Translation/
/Signed/ E. B. Thomas
Collector

List of Documents in favor of the Appellant.

† Copy of this is requested there being none in this Office.

Mr. Cushington's letter to Board - In Para 96 of this letter he has informed that there are many Bameerafsy Villages in the Tinnevelly District

District and that those Villages cannot be purchased or sold by any one. This letter is in the Board's records but the purport of it is mentioned in the Document No. 5 already filed by the Plaintiff.

Letter from Board dated 10th November 1814 forwarding 28 Queries from Government dated 2nd August 1814 regarding Meerasy and Bameerasy Villages in this Tinnevelly District. This is Document No. 1 already filed by the Plaintiff.

No. 1 Copy of a Circular Order dated 23d November 1814 issued to the Streevygoontum &c. Talooks sending copy of the Queries of Government and directing to enquire strictly and make a Report on the subject, as also to send 4 of the Old and experienced Meerasidars.

2 Do. of a Do. dated 5th April 1816 stating that the answers to the queries are not right and directing to make inquiries and furnish an account prepared according to an Kindooy Form, and also to send 4 or 5 of the experienced Meerasidars.

3 1 Streevygoontum Tahsildar's Urzee dated 4th June 1816 forwarding account for 17 Villages.

2 A Sheet of the account which formed the enclosure of the above wherein it is stated that there are 15 Meerasy &

2

2 Bameerasy Villages.

3 Streevygoontum Tasildars Urzee dated 11th July 1816 forwarding accounts of 18 Villages.

4 A sheet of the account where it is written that there are 13 Meerasy & 5 Bameerasy Villages.

5 Urzee from Do. dated 22d July 1816 forwarding account of 15 Villages.

6 A sheet of this account where it is mentioned that all the 15 are Meerasy Villages.

7 Urzee from Do. dated 31st July 1816 forwarding account of 15 Villages.

8 A sheet of that account mentioning that there are 14 Meerasy and 1 Bameerasy Villages.

9 Urzee from Do. dated 21st August 1816 forwarding account of 13 Villages.

10 A sheet of that account mentioning that there are 10 Meerasy & 3 Bameerasy Villages.

11 Urzee from Do. dated 3d September 1816 forwarding accounts of 12 Villages.

12 A sheet of that account mentioning that there are 11 Meerasy & 1 Bameerasy Village.

13 Urzee from Do. dated 16th September 1816 forwarding accounts of 10 Villages.

A

Fort St. George 31th March 1845

14 A Sheet of that account wherein is
mentioned that there are 8 Meerasy and 2
Bar Meerasy Villages.

15 Urzee from Do. dated 3d October 1816
forwarding account of 10 Villages.

16 A sheet of that account where it is
mentioned that there are 8 Meerasy & 2 Bar
=meerasy Villages.

17 Urzee from the Streevygoontum Sasil
=dar dated 19th October 1816 forwarding
account of 5 Villages.

18 A sheet of that account wherein
it is stated that all the 5 are Meerasy
Villages.

19 Urzee from Do. dated 28th Do. for=
=warding account of Villages.

20 A sheet of that account where it is
mentioned that there are 3 Meerasy & 1 Ba=
=meerasy Village.

Mr. Cottons letter to Board dated 23d October
1817 forwarding answers to the Queries prepared on the
receipt of the accounts from all the Talooks.

This is Document No. 1 already filed by the Plaintiff.

4 Letter from Board dated 12th June 1817 who on a
perusal of the account request to be furnished with
a detailed report on Bameerasy Villages.

5 Circular Order issued to the Streevygoontum &c
4 Talooks, under date 23d September 1817
forwarding a list of Bameerasy Villages

and

Fort St. George 31th March 1845

and as the Ryots have no right to sell or
purchase Paroomput lands, directing to forward
an account signed by himself the Moozumdar
& the Curnums, giving the following details
whether the Ryots cultivate the Nunjah & Punjah
lands upon giving an agreement, whether the
loss or gain incurred in a Paroomput Village is
divided fieldwar and in preparing this account
to send for and make enquiries with all the
Curnums and to write the remarks with reference
to the usages in the different Talooks.

6 1 Streevygoontum Tasildars 1st Urzee dated
23d October 1817 stating that there are 19 Paroom=
=put Villages in that Talook and forwarding
accounts of 11 of those Villages.

2 Account of the Village of Oomareecoolum
referred to in the 2d Urzee

3 Do. of the Do. of Meelaveettan - - - - Do.

4 Do. of the Do. of Tutacorin - - - - - Do.

5 Do. of the Do. of Maduttoor - - - - - Do.

6 Do. of the Do. of Sunkerapairy - - - - Do.

7 Do. of the Do. of Moollacaud - - - - Do.

Account of the Village of Bommiapoorum
already filed by the Plaintiff as Do=
=cument No. 2.

8 Do. of the Do. of Mattalumpully referred to
in the Urzee.

Account

Fort St. George 31st March 1845.

9 Account of the Village of Cullooraipooram
10 referred to in the Urzee.
11 D:o of the D:o of Soobramaniyapooram D:o
12 D:o of the D:o of Coornarapooram D:o
13 Baristh on list of the 11 Villages
Streevygoontum Tasildars 2d Urzee dated
18th October 1817 forwarding accounts of 3 Pa-
=roomput Villages.
14 Account of the Villages of Jeeovapoor-
15 =um referred to in the above Urzee.
16 D:o of the D:o of Succummapooram D:o
17 D:o of the D:o of Madthattapary D:o
Streevygoontum Tasildars 3d Urzee dated 31st
October 1817 forwarding the accounts of 3 Pa-
18 =roomput Villages.
Account of the Village of Chungumpatty
19 entered in the above Urzee.
20 D:o of the D:o of Combady D:o
21 D:o of the D:o of Keelathattapary D:o
Streevygoontum Tasildars Urzee dated 22d
22 November 1817 forwarding accounts of 2 Villages
Account of the Village of Peroomput
23 entered in the 2d Urzee.
D:o of the D:o of Atheyapatty D:o
7 One letter written by Mr Lushington on the
23d April 1818 after receiving accounts from the
4 Talooks such as Streevygoontum &c. inform-
=ing that no one has the right of selling the
Paroomput lands but that the cultivator has

only

Fort St. George 31st March 1845.

only a claim to the right of occupancy - In
the Boards letter dated 8th February 1827 -
it is stated that great many baymeerassy
Villages have fraudulently been entered
as Meerassy Villages and that a proper
investigation should be made regarding
it. In the 96 Para of Mr Lushington's letter
dated 9th December it is mentioned that there
are many Bameerassy Villages in this Zillah
In Mr Cottons letter it is stated that there
are 38 Bameerassy Villages - that during the
settlement of the Summabundy it was ascertained
that 28 Villages in the Nadoovoomundalum Talook
which were Bameerassy have been converted into Mee-
=rassy - that it has been ascertained that there are 66 Ba-
=meerassy Villages in the whole Sinnevelly Zillah and
that many more would be found on enquiry - This
letter is filed as Document No:5 in the Plaintiffs side -
Mr Collector Eden's letter to Board stating
8 that Bommiapooram is a Bameerassy Village that
it was decreed in the Court in favor of Vythelin-
=gum Chitty and Precept was received to transfer the
Pullee in his name, that the Pullee should not be
transfered in his name, making references to all the
former correspondence, that the said Village of Bommia
=poorum is included among the Bameerassy Villages, and
further that in this Zillah some of the Bameerassy Villages
have been fradulently made into Meerassy Villages -

Board's

4308

Fort St. George 31st March 1845.

9 Board's letter dated 29th August 1838 directing that the Pullee should not be made in the name of Vythelingum chitty and requesting to inform what No. of Bameerassy Villages have been fraudulently made Meerassy.

10 Copy of a Paked sent by Collector Mr. Cotton to the Tasildar forwarding a list of 19 Bameerassy Villages.

11 Villagewar rabitah [list] mentioning that there are 19 Bameerassy Villages including the one in dispute in the Sheeruyoontum Talook prepared in Fasly 1227 bearing the signature of Gopaul Row who was Head Gomastah since Fasly 1211 and now pensioned and living at Sinnevelly.

12 Proclamation published while the Puroomput Village of Nadoovayel in the Sencausy Talook was sold by public auction on the 20th October 1816 for Sircar balance and in pursuance of a Decree from the Court mentioning that the net Mailwarem Grain, and not the Village is to be put in auction Deed of sale by Cutery of the Nadoovayel Paroomput Village bearing date 17th October 1817 wherein it is stated that Chockappa Naiken who purchased it has no more right to the land, than what a Bouldar could have. This is filed as Document No. 2 on the side of the 1st Defendant.

13 11 Puttahs issued to the Village of Nadoovoyel in the Sencausy Talook from Fasly 1243 to 1253.

14 2 Puttahs of Fasly 1250 one No. 78 issued to Ayna Chetty and the other No. 79 to Seetharamyen both of the Village of Nadoovayel.

15 10 Puttahs issued to the Village of Nettoor from Fasly 1243 to 1253 excluding that issued for Fasly 1248.

[Signed] E. B. Thomas
Coll.

4309

Fort St. George 31st March 1845.

Ordered to be sent again in Circulation

Read the following letters.

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

From the Pt. Collr. of Coimbatore.

Sir

I have the honor to enclose a draft of advertisement for the sale of 122 Twenty two Elephants taken in the last Hunt near Pulamanbutty which if approved of by the Government I beg for insertion in the Fort St. George Gazette.

I would take this opportunity of requesting that the early sanction of Government may be obtained for the "estimate of Extra charges to be incurred in Fasly 1254 A.D. 1844-45" transmitted with my communication of the 5th December 1844.

Pt. Cotacamund
9th April 1845.

[Signed] J. C. Wroughton
Principal Collector

Ans. 16th

Fort St. George 31st March 1845.

No. 1.

Auction Sale of Elephants.

Notice is hereby given that 22/ twenty two Elephants of the undermentioned description will be disposed of by Public Auction in the vicinity of Coimbatore on account of Government on the 2d of June 1845.

No.	Male	Female	Age Yrs.	Age Mths.
1	1	.	8	3
2	1	.	8	.
3	1	.	7	9
4	1	.	7	1
5	1	.	7	.
6	1	.	6	6
7	1	.	6	.
8	1	.	5	9
9	1	.	4	6
10	1	.	4	3
11	"	1	7	9
12	"	1	7	6
13	"	1	7	3
14	"	1	7	.
15	"	1	6	9
16	"	1	6	3
17	"	1	6	.
18	"	1	5	9
19	"	1	5	6
20	"	1	4	3
21	"	1	4	.
22	"	1	3	6
	8	14		

Terms of payment will be made known at the time of Sale

(Signed) J. C. Wroughton
Principal Collector.

Ootacamund
17th March 1845

Resolution thereon.

(66-67)

Resolved that the advertisement which accompanies the foregoing letter be transmitted for publication in the Fort St. George Gazette.

The Board observe that the sanction of Government for the Estimate of Extra charges proposed to be incurred on July 1254 was communicated to the Principal Collector under date the 27th Instant.

Fort St. George 31st March 1845.

To

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

(68)

From the Collr. of Coimbatore

Sir,

I have the honor to forward an Estimate of Charges required to be incurred for the repair of the Pundal round the Hazoor Cutcherry amounting to Rupees 161-14-8/ Sixty one, annas fourteen and Pice eight for which I request that sanction may be obtained.

The repair of the Pundal is absolutely necessary for the Public convenience.

Vide my letter of the 17th Instant & Dft. letter of 31st March 1845

Ootacamund
17th March 1845

(Signed) J. C. Wroughton
Principal Collector

Estimate

4312 Fort St. George 31st March 1845.

Estimate of Charges required to be incurred for repairing the Pundal of 32 Mukanams around the Huzoor Cutcherry.

Value of Materials

30 Posts 11 feet long at 4 annas each		7 8	
31 Bundles of small Bamboo at 2 annas per bundle		3 14	
30 Rafters 12 feet long at 5 annas each		9 6	
200 Rolls of Ropes at 4 pice each		4 28	
1000 Cocanut leaves at 2½ Rupees P. 1000		25 " "	
			49 14 8
Carpenters hire at 2 Annas per Mukanam		4 " "	
96 Coolies at 1 a. 4 p. each		8 " "	
			12 " "
Company's Rupees			61 14 8

Company's Rupees Sixty one Annas fourteen and pice eight.

Coimbatore
17th March 1845

(Signed) J. L. Wroughton
Asst. Collr.

Resolved

4313. Fort St. George 31st March 1845.

Resolution (68-69) thereon. Resolved that the foregoing letter be submitted for the orders of the Most Noble the Governor in Council with the Board's recommendation that sanction may be granted for the Estimated charges for the repair of the Pundal round the Huzzoor Cutcherry amounting to Rupees 61—14—8.

(70)

From H. M. Blair Esqr. Principal Collector of Canara. Read letter submitting a Medical Certificate and requesting an extension of leave of absence until the 1st September next.

(70-71)

Order thereon. Ordered to be submitted thro' the Channel of the Civil Auditor for the favorable consideration of Government.

Read the following

Register of Permits.

4315

Fort St. George 31st March 1845.

Ordered that the foregoing Register be submitted with the following address.

To

The Chief Secretary to Government

72-73

Sir,

To the Chief Secretary to Government.

With reference to Mr Lowe's letter dated 13th December last I am directed by the Board of Revenue to submit for transmission to Bengal the enclosed copy of the Register of a Permit issued for the exportation of Salt to Calcutta from the Beach at Ennore of the Port of Madras during the Month of February 1845; viz.

15 Chests
6,880.—

2 Adding this to the quantity reported in the letter above referred to, the total exportation to the end of February on account of the Bengal Indent for the year 1843 is Bengal Grands 12,412—78.

From Madras 1st Colms. 3rd Lascl. 1845.

Revenue Board Office,
Fort St. George
31st March 1845

Signed J. Pycroft
Secretary.

Read the following Statements—

Fort St. George 31st March 1845.

Register of a Permit to ship for the Exportation of Salt to Calcutta from the Beach at Ennore in the Port of Madras in the Month of February 1845.

72

No. of the Permit	Name of the Vessel	Commander	Port and Month	Name of the Master	Burthen	Where built	Owners	Destination	Quantity of Salt &c.
1845 February 5th	Bengal Lass	Mr Lockhart	Madras	Lt. H. Watkinson	15	Bengal	Messrs Binny & Co	Calcutta	15 Chests Bengal Measure.

Signed J. N. Maddox
Collector

1st March 1845.

4317

Fort St. George 3rd March 1845.

Order thereon. Ordered to be lodged in the office.

74-75

From the Collector of Malabar. Read Statement shewing the

76 quantity of Salt sold from the 1st to the 15th March last.

76-77

Order thereon. Ordered to lie over.

From the Collector of Tinnevelly. Read Register of Endorse-

78 -ments passed by him on Petitions referred by the Board during the Month of February last.

78-79

Order thereon. Ordered to be lodged in the office.

Resolved that the following letter be dispatched.

To

The Chief Secretary to Government.

80

To the Chief Secy. to Government.

Sir,

In conformity with the orders of Government conveyed in the Extract from the Minutes of Consultation of the 8th October 1836. I am directed by the Board of Revenue to submit the Boston Set of their Proceedings for the Month of December last, for transmission to the Honorable Court of Directors.—

Revenue Board Office
Fort St. George 3rd March 1845

I have &c.
(Signed) J. Bycroft
Secretary

Resolved

4316

Fort St. George 3rd March 1845

Statement shewing separately the Collection on account of Land Customs Collection and Balances under the several Heads of Collection of the Presidency for the Month of February 1845 compared with the preceding Quarter.

74 Ordered the average Collection of the same period during the preceding Quarter.

Districts	Salt	Stamps	Sundry Heads of Land and Customs Collection	Stamps for Land and Customs	Charges	Total
1st Quarter ending 28th February 1845	Rs. A. P. 223176 3 8	Rs. A. P. 5879 4 0	Rs. A. P. 6280 0 0	Rs. A. P. 4139 2 1		
	57,303 6 0	1760 8 1	5791 14 6	3,252 10 1		
	58,933 4 8	814 1 0	7108 " 6	4,252 1 6		
	1,39,413 14 4	2,454 2 9	19,180 " 0	11,643 13 8		
Average Collection of 3 Months ending 28th February 1845	1,29,804 11 4	2,451 11 6	6,393 5 4	3,881 4 8		
Madras 3rd March 1845	1,39,413 14 4	2,454 2 9	19,180 " 0	11,643 13 8		
	1,29,804 11 4	2,451 11 6	6,393 5 4	3,881 4 8		
	9,609 3 0	2 10 3	12,786 10 8	7,762 9 0		

1857

1857

1858

1857

Madras 3rd March 1845

Accountant

Collector

Fort St. George 31st March 1845.—

Resolved that the following letter be despatched.—

To

The Collector of Masulipatam.

81

To the Coll.r of Masulipatam

Sir,

With reference to Mr. Boardillon's letter under date the 29th August 1842 forwarding a Petition No. 1214 of that year from certain cultivating Ryots attached to the Mootahs of Ellore Taluck, and to a subsequent Petition from them No. 346 of 1843 of that year, as well to the remarks No. 19 and 19 in your Return of Petitions for the Month of September 1844, I am directed by the Board of Revenue to forward to you the accompanying further Petitions from the same Party and to request your early consideration and report thereon.—

No. 215 of 1845.
" 346 of 1845.

Revenue Board Office
Fort St. George
31st March 1845.

(Signed) J. Pycroft
Secretary
Received

Fort St. George 31st March 1845.—

Received the undermentioned Miscellaneous letters and Statements.—

82
From the Chief Secretary to Government. Requesting that Major Macleod's report dated 15th June 1842 on the subject of the Malikanas granted to the Rajahs of Malabar be forwarded for reference.—

82-83
Order thereon
Ordered accordingly that the Volume of the Board's Proceedings containing Major Macleod's report be transmitted to Government.—

84
From the Chief Secretary to Government. Requesting that certain letters from the Collector of Madras addressed to the Board on the subject of the pension of the late Mahomed Bucker Roshan Khan alias Rajaun Sahib may be forwarded for reference.—

84-85
Order thereon
Ordered that the letters required in the above mentioned Memorandum be furnished accordingly.—

86
From the Collector of Bellary. Abstract of Demand Collection and Balance for the Month of February last.—

87
From the Collector of Madras. Abstract of Demand Collection and Balance for the Month of February last.—

88
From the Collector of Tinnevelly. Abstract of Demand Collection and Balance for the Month of February last.—

89
From the Collector of Tinnevelly. Statement shewing the average Bazar wholesale prices of grain and Salt for the Month of February last.—

90
From the Collector of Bellary. Statement shewing the average bazar wholesale prices of grain and Salt for the Month of February last.—

91
From the Acting Collector of Ganjam. Stating that certain returns for the Month of February last are not sent there being no party to make.—

Returns

adjusted. Whether with a view to adjustment by private agreement with those concerned, or thro the medium of proceedings in a Vice Admiralty Court; it appears to me that the advice from Messrs. Forbes and Co. is good to dispatch the Cargo to Bombay. It does not appear to me that the Committee at Lloyds, or their Agents, are so competent, or would take upon themselves, to dispose of the Cargo, or to adjust the salvage claims. but the communication made to that Establishment will no doubt lead to an early and satisfactory course of proceedings by the Underwriters, or others, who are concerned in the Vessel and Cargo. As Messrs. Forbes and Co. act as agents for these parties, it appears to me that Mr. Robinson will act prudently in appointing his own Agents at Bombay so with a view to the protection of his own interests in communication with that house, or with the parties so concerned; and for taking proceedings if necessary in the Vice Admiralty Court there. Such Agents of Mr. Robinson would hold the property on his account until his claims are satisfied and a proper discharge given, or a disposal made under the orders

of

of the Court.

Fort St. George,
18th March 1845.

[Signed] Geo. Norton
Advocate General.

With 3 Original Enclosures.

Ordered to be communicated for the information of the Board of Revenue with reference to their Secretary's letter of the 17th Ultimo No. 708.

[Signed] J. F. Thomas
Chief Secretary to Govt.

Read the following Letter.

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

(26)

From the Actg. Pr. Coll. of Canara

Sir,

With reference to my letter of the 4th Ultimo, regarding the disposal of the Cargo saved by my Assistant, Mr. Robinson from the wreck of the Ceylon, I have the honor to state that it is very desirable that speedy instructions should be given in the case, for whether the property, now estimated at 90,000 Rupees is sold at Mangalore or sent elsewhere for sale it will require considerable time to make the necessary preparations and in the Month of May all communication with the ports in this district by Sea is closed.

Princ. Coll's Cutcherry, On Circuit,
Coonta 17th March 1845.

[Signed] C. P. Thompson
Actg. Pr. Collector

Ordered

Ordered that the following letter be sent in reply-

(25.27)

To The Acting Principal Collector of Canara.

To the A. P. Coll.r of Canara - - - } Sir,

Referring to Mr. Acting Principal Collector Thompson's letters of 17th January 6th February and 17th March 1845 I am directed by the Board of Revenue to forward for your information the accompanying order of Government (No. 95) dated 22nd March 1845 forwarding copy of a letter from the Advocate General in respect to the course to be pursued with regard to the Cargo saved from the wreck of the Ceylon-

Revenue Board Office. Fort St. George. - - - 27th March 1845 - - - } (Signed) J. Pycroft Secretary-

(28)

From the Chief Sec.t to Govt. Directing that the Acting Collector of Ganjam be called upon to report upon the extent of the security offered by the Zemindar of Chegutty for the discharge of the arrears outstanding against this Estate -

Read the following Extract-

Extract from the Minutes of Consultation under date the 25th March 1845-

Read the following letter from the Officiating Secretary to the Board of Revenue

Submitting a letter from the Acting Agent to Government in Ganjam reporting on the present condition of the Chegutty Zemindary in that District and recommending for sanction certain arrangements proposed by him respecting it-

(Here enter 13th February 1845 No 103)

Para 1. The arrears of Public revenue at

at the close of Fusly 1253 against the Chegutty Zemindary in the District of Ganjam amounted to Rupees 88,241-1-7. Of this sum Rupees 20,150-5-9 are on account of interest alone, which is now recommended to be remitted. The Zemindar it is stated engages to pay the principal Rupees 67,590-11-10 by instalments viz.t Rupees 25,000 immediately including Rupees 10,000 already paid in this year and credited to interest, and the remainder by annual sums of 12,000 Rupees in addition to the current peishcush, the Government retaining meanwhile a Peishcar at Chegutty at the expense of the Zemindar to guard against abuse-

2. Viewing the results of similar arrangements to the Most Noble the Governor in Council much doubts whether the expectations held out by the Proprietor of this Estate will be realized, but if the Acting Agent can assure him, that the Zemindar can fulfil his engagements and that good security is forthcoming, he is of opinion that the arrangement is desirable and should be carried out-

3. His Lordship in Council sees no necessity for burthening the resources of the Zemindary with the charge for a Peishcar on behalf of Government-

Government, and thinks that the demand for interest should continue in account for contingent remission dependent on the Zemindar fulfilling his engagements.

The Board of Revenue will call upon the Acting Collector to report upon the extent of the security offered by the Zemindar and of its sufficiency, and submit the same to Government.

(True Extract)

(Signed) J. J. Thomas
Chief Secretary.

28-29

Resolution thereon. Resolved that a copy of the foregoing Extract from the Minutes of Consultation and of the Board's letter to which it relates be transmitted for the information and guidance of the Acting Agent to Government in Ganjam with reference to his letter dated 28th December last No 1145.

Mr. Smollett will be pleased to furnish the information called for in Para 2 and to report upon the extent of the security offered by the Zemindar and its sufficiency. He will also dispense with the services of the Peishcar referred to in Para 3.

Read

Read the following resolutions.

Extract from the Minutes of Consultation dated 24th March 1845.

(From B. 3d March)

30

From the Chief Secr. to Govt. The Most Noble the Governor in Council sanctions the cost and charges of the Coir shipped from Canara for Bengal, amounting to Rupees (6701-3-1) Six Thousand Seven hundred and Sixty one Annas three and Pice one.

(Signed) J. J. Thomas
Chief Secretary.

30-31

Order thereon. Ordered to be communicated for the information and guidance of the Acting Principal Collector of Canara with reference to Mr. Thompson's letter of the 15th February last No 10.

Extract from the Minutes of Consultation dated 24th March 1845.

(From B. 6th March)

32

From the Chief Secr. to Govt. The Most Noble the Governor in Council grants authority for writing off the wastage of Salt in Tuely 1253 amounting to Garces 1910-17-6 14/16 and sanctions the charge of Rupees (2-12-10) Two annas twelve and Pice ten, incurred in Tallore for Carriage hire.

(Signed) J. J. Thomas
Chief Secretary

Ordered

Ordered that the following Circular and Letter be sent in consequence-

(31)

To the Acting Collector in the Zillah of Ganjam.

Sir.

To the Actg Coll.r in the Zillah of Ganjam —

With reference to your letter of the 7th September 1844 I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to grant authority for writing off the wastage of Salt which occurred in your district in Fasly 1253, amounting to Garce 13—207—3-

Date	Amount of Wastage G.	M.	M.	S.
The same to Vizagapatam 8th in Cons: 19th Augt 1844	25	53	7	"
Pyatmundy 7th in Cons: 15th Augt "	92	362	5	1/2
Masulipatam 17th Dec.r 1844 in Cons: 2d June 1845	239	200	1	"
Guntoor 24th in Cons: 29th Augt 1844	191	53	"	"
Chingleput 11th in Cons: 15th Sept.r Do:	461	241	"	"
Madura 26th July in Cons: 1st Augt Do:	25	296	"	"
S.r Dist.t of Arcot 19th in Cons: 30th Sept.r Do:	256	32	"	"
	14	300	"	"
	270	332	"	"
Tanjore 11th July in Cons: 14th Nov.r Do:	49	85	"	"
Tinnevelly 7th in Cons: 14th Nov.r Do:	4	354	"	"
Canara 19th Nov.r in Cons: 2d Dec.r Do:	170	76	1	1/8
	19	142	"	"
	219	218	1	1/8
Malabar 19th in Cons: 28th Oct.r Do:	14	357	1	"
Madras 9th in Cons: 14th Oct.r Do:	64	129	1	1/8

From Govt. 24th in Cons: 27th March 1845 No 377

Revenue Board Office Fort St. George 27th March 1845

Signed J. Pycroft Secretary

To

To The Collector of Nellore -

(32-34)

To the Collector of Nellore —

Sir.

With reference to your letter of the 6th November last, I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to grant authority for writing off the wastage of Salt which occurred in the Nellore district in Fasly 1253 amounting to Garce Measls. Ms. S. 246. 326 — 5 — 1/8, sanction has also been granted by Government for the sum of Rupees 2—12—10 being the cost of the conveyance of the Salt lost by wastage to the Beach —

Revenue Board Office Fort St. George, — 27th March 1845 — —

I signed J. Pycroft Secretary -

Read the following resolution -

From the Chief Secy to Govt. — (35)

Extract from the Minutes of Consultation dated 25th March 1845.

(From B. 17th March)

The Most Noble the Governor in Council, grants authority for the defence in the first instance at the public expense, of the suit No. 150 of 1844 instituted in the Subordenate Court by Arryadu and Vasoodavadu against the

4320.

Fort St. George 31st March 1815.

92 From the Sub Collector in Charge of Salem. Return of fines imposed and stoppages made from the pay of public Servants for the quarter ending 31st December 1814.

93 From the Sub Collector in charge of Salem. Return of alterations that have occurred in the list of fines and stoppages for the Quarter ending 31st December 1814.

94 From the Acting Sub Treasurer. Indent on the Commissary General for Artificers required for the use of this Office.

94-95 Order thereon. Ordered that the original Indent be passed and returned.

" J. D. Dury

" N. Macleod

" Bogwington

Comp. H. E. Boyle