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for nineteen years from the first of January One thousand Eight hundred and forty one, provided the privilege hereby granted be actually exercised within 5 years from the above date, by effectual operations for raising Ore to be used in Iron works established by you or such said Company on the European plan, and such operations be continued to the end of the said term, it being understood that if the privilege be not exercised within five years from the above date, or having been exercised shall be abandoned for a period of three years, this Grant shall be null and void. At the expiration of the said term of Nineteen years, the Lease shall be renewable if approved by the Honorable Court of Directors for a further term of twenty one years, and stand renewed upon notice in writing delivered to the Chief Secretary to Government for the time being, at any time within the last of the said Nineteen years, by you or your personal representatives or Assignees, and upon payment

payment of a fine as herein after specified.

You and such said Company shall be exempted from the payment of any land rent, land Customs or tax on account of the Iron and Chrome Ores raised, received or taken by you or such said Company under the privilege hereby granted during the period of three years from the above date. During the remaining term of the Lease, you shall pay to the Government in consideration of its paramount and Seignorial rights a Rent or Royalty for every ton of Pig Iron or castings in any other form produced from the Iron Ore, and for every Candy of Chrome Ore, raised under the privilege hereby granted according to the following scale, namely, From the 4th to the 8th year inclusive from the above date.

Upon every ton of Pig Iron or castings in any other form - - - - - One Rupee

Upon every Candy of Chrome Ore Four annas From the 9th to the 13th year inclusive. Upon every ton of Iron as above specified

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specified - - - - - One and a half Rupee

Upon every Candy of Chrome Ore Eight annas

From the 14th to the 19th year inclusive

Upon every ton of Iron as above specified - - - Two Rupees - Upon every Candy of Chrome Ore - Twelve Annas

For the further period of twenty one years, if the Lease be renewed - Upon every ton of Iron as above specified - - - Three Rupees

Upon every Candy of Chrome Ore One Rupee

5. The above Rent or Royalty to be paid to Government upon the quantity of Pig Iron or castings in any other form actually produced from the Ore, and upon the quantity of Chrome Ore raised and taken by you or such said Company within the above Districts, whether the same be raised and taken from lands now or hereafter belonging to Government, or from lands belonging to Zemindars, Mootahdars or other land holders, holding lands under Regulation 25. of 1802 within the said Districts or specified

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special agreements entered into by you or such said Company with the Proprietors respectively as hereinafter mentioned, and such Royalty shall be payable at the Furnace upon the actual produce of Pig Iron or castings in any other form according to an half yearly Settlement as hereinafter provided, and upon the Chrome Ore immediately on its importation at the Custom House next to the place where it is intended to be manufactured or exported of which due notice shall be given to the Collector of the District.

6 The Collector of the District for the time being is to be permitted to employ any person of his Establishment to attend the weighing of the actual produce of Pig Iron or Castings in any other form, at the Furnace.

7 True and faithful accounts shall be kept at the several Furnaces of all the quantities of Pig Iron or castings in any other form produced, and shall be transmitted by you or such

such said Company half yearly to the Collector of the District or to any other per whom the Government or the Board of Revenue shall appoint and the payment to be made on account of the Royalty shall be settled accordingly if the Board of Revenue shall think fit, or in any other manner that that Board or Government shall deem more eligible, and may order and the Amount of Royalty so settled shall be paid by you or such said Compy on demand.

8 The fine to be paid on renewal of this Lease shall be a sum equal to the Royalty payment of one year to be calculated on an average of the five preceding years.

9 The Royalty above specified shall be in lieu of any Assessment or rent payable to Government for the land on which Ore may be raised, received or taken, and all land Customs and taxes whatever.

10 Upon failure by you or such said Company or by your personal Representatives

representatives or Assignees to fulfil either of the above conditions, or on non payment of the Royalty due for six Months after demand made on you, or either of such representatives or Assignees or on such said Company, or left at your or their or either of their last place of abode, this Lease shall be forfeited and cease, upon written notice to that effect, given by or under authority of the Governor in Council of Fort St. George for the time being to you or either of your personal Representatives or Assignees or to such said Company or left at your or their or either of their last place of abode.

11 Nothing in this Lease shall be construed to authorize the stay or residence of any British subject in India contrary to the intent or meaning of any Law or Regulation made or to be made, or without such license as is, or shall be by Law required.

Given in Fort St. George the thirty first day of August [1841] one [31st.] thousand eight hundred and forty one by and in the name of the Governor in Council, the

Fort St. George 16th September 1841

the said George Norton and Thomas Moore Lane having signed and sealed a duplicate hereof.

Entered in the Secretary's Office By Order of the Governor in Council

/ Signed / W. Elliot
Dy. Secretary to Govt.

(Seal)

Signed / G. Spottiswoode
" C. MacLachlan
" John Bird

Southern Division of Arcot

Cowle or Lease granted by the Governor in Council of Fort St. George for and on behalf of the East India Company to George Norton Esq. and Thomas Moore Lane Esqre two of the General Directors of the now existing Indian Iron and Steel Company.

This Governor in Council for and on behalf of the East India Company being desirous of promoting the manufacture of Iron by Works according to the European system within the Presidency of Fort St. George has been pleased to grant to you the said George Norton and Thomas Moore Lane being such two General Directors of the said Indian Iron and Steel Company your Executors

Fort St. George 16th September 1841.

Executors administrators or assigns and to any future Company by such name as they may have capacity to take which may now or hereafter be established in lieu of and with the rights of the said now existing Company of which you are now such two of the General Directors, the exclusive right to receive Iron Ore produced on waste lands which are the property of Government, and also on lands belonging to Zemindars, Mootahdars or other land holders, holding lands under Regulation 25 of 1802 within the District of the Southern Division of Arcot from such Natives as have customarily had enjoyed or used the privilege of raising and taking Ore therefrom for their own use also to enter by yourselves your Agents or others employed by you, and raise and take away the Ore aforesaid from waste lands which are the property of Government in the District aforesaid and also from lands which are not the property of Government after special agreements to that effect shall have been entered into by you, your Executors, Administrators or assigns with the Proprietors respectively

respectively.- Provided always.-

1st. That this clause or any part of this present lease shall not be understood to convey the right of entering and raising and taking away Ore from any lands not the property of Government without the previous consent in writing of the Proprietors of those lands.-

2ndly That no land within the said limits which may have been at any former period brought under cultivation is to be entered upon for the purpose of raising the said Ore without the written assent of the Merasidars of the Village and of other Ryots having an interest therein and in the case of lands the property of Government without the consent of Government obtained through the Collector of the District.-

3rdly That nothing in this Deed shall affect any existing rights and previleges heretofore enjoyed or used by Natives residing in or holding lands within the District above specified of raising and taking away Ore

Ore for the use of their own Furnaces within such District or within any other District where they may have hitherto carried on or may with the consent of Government first obtained hereafter carry on the manufacture of Iron on their own account.-

All disputes that may arise

2

between you or such said Company or those employed by you or such said Company and Proprietors, Ryots or others in consequence of doing or proceeding to do any act under the present Lease may be decided by the Collector of the District subject to an appeal to the Board of Revenue or by a Punchayet appointed by the Collector agreeably to Regulation 12 of 1816 and acting under that Regulation provided both parties agree to either of those modes of decision and execute a written agreement to abide thereby.- otherwise recourse must be had to the ordinary mode of proceeding under the Regulations and acts already published or which may hereafter published.-

This Grant is to continue for

3. nineteen

nineteen years from the first of January one thousand Eight hundred and forty one, provided the privilege hereby granted be actually exercised within 5 years from the above date, by effectual operations for raising Ore to be used in Iron works established by you or such said Company on the European plan and such operations be continued to the end of the said term, it being understood that if the privilege be not exercised within five years from the above date or having been exercised shall be abandoned for a period of three years - this Grant shall be null and void - At the expiration of the said term of nineteen years the Lease shall be renewable, if approved by the Honorable Court of Directors, for a further term of twenty one years and stand renewed upon notice in writing delivered to the Chief Secretary to Government for the time being - at any time within the - last - of the said nineteen years by you

your or your personal Representatives or Assignees and upon payment of a fine as hereinafter specified -

4. You and such said Company shall be exempted from the payment of any land rent, land Customs or taxes on account of the Iron Ore raised, received or taken by you or such said Company under the privilege hereby granted during the period of three years from the above date - During the remaining term of the Lease you shall pay to the Government in consideration of its paramount and seignoriab rights a Rent or Royalty for every Ton of Pig Iron or Castings in any other form produced from the Iron Ore raised under the privilege hereby granted according to the following scale namely -

From the 4th to the 8th year inclusive from the above date
Upon every Ton of Pig Iron or Castings in any other form ---- One Rupee

From the 9th to the 13th year inclusive
Upon every ton of Iron as above specified - one & a half Rs

From

Fort St. George 16th September 1841.

From the 14th to the 19th year inclusive.
Upon every Ton of Iron as above specified Two Pags.
For the further period of twenty one years
if the Lease be renewed.
Upon every Ton of Iron as above specified... Three Pags.

5. The above rent or Royalty is to be paid to Government upon the quantity of Pig Iron or Castings in any other form actually produced from the Ore raised and taken by you or such said Company within the above District, whether the same be raised and taken from lands now or hereafter belonging to Government or from lands belonging to Zemindars, Mootahdars or other Land holders holding lands under Regulation 25 of 1802 within the said District on special agreements entered into by you or such said Company with the Proprietors respectively as hereinafter mentioned, and such Royalty shall be payable at the Furnace upon the actual produce of Pig Iron or Castings in any other form according to an half yearly Settlement as hereinafter provided.

The

Fort St. George 16th September 1841.

6. The Collector of the District for the time being is to be permitted to employ any person of his Establishment to attend the weighing of the actual produce of Pig Iron or Castings in any other form at the Furnace.

7 True and faithful accounts shall be kept at the several Furnaces of all the quantities of Pig Iron or Castings in any other form produced and shall be transmitted by you or such said Company half yearly to the Collector of the District or to any other person whom the Government or the Board of Revenue shall appoint and the payment to be made on account of the Royalty shall be settled accordingly if the Board of Revenue shall think fit or in any other manner that that Board or Government shall deem more eligible and may order, and the amount of Royalty so settled shall be paid by you or such said Company on demand.

8 The fine to be paid on renewal

renewal of this Lease shall be a sum equal to the Royalty payment of one year to be calculated on an average of the five preceding years.-

9 The Royalty above specified shall be in lieu of any assessment or Rent payable to Government for the land on which Ore may be raised received or taken and all land Custom and taxes whatever.

10 Upon failure by you or such said Company or by your personal Representatives or Assignees to fulfil either of the above conditions or on non payment of the Royalty due for six months after demand made on you or either of such Representatives or assignees or on such said Company or left at your or their or either of their last place of abode, this Lease shall be forfeited and cease upon written notice to that effect given by or under authority of the Governor in Council of Fort St. George for the time being, to you or either of your personal Representatives or assignees or to such said Company or left at your or their or either of their last place of abode.

Nothing

11. Nothing in this Lease shall be construed to authorize the stay or residence of any British subject in India contrary to the intent or meaning of any Law or Regulation made or to be made or without such License as is or shall be by Law required.-

Given in Fort St. George the [31st] thirty first day of August [1841] One thousand Eight hundred and forty one by and in the name of the Governor in Council, the said George Norton and Thomas Moore Lane having signed and sealed a duplicate hereof.

Entered in the Secretary's Office. [Signed] Elphinstone.

By Order of the " C. M. Lushington

Governor in Council " John. Bird

[Signed] Walter Elliot

Acting Secty. to Govt.

(Seal)

Caimbatore-

Cowle or Lease granted by the Governor in Council of Fort St. George for and on behalf of the East India Company, to George Norton Esqre. and Thomas Moore Lane Esqre. two of the General Directors of the now existing Indian Iron and Steel Company.-

The Governor in Council for

1. and

and on behalf of the East India Company.— being desirous of promoting the manufacture of Iron by works according to the European plan within the Presidency of Fort St. George and also the manufactures from Chrome Ores. has been pleased to grant to you the said George Norton and Thomas Moore Lane being such two General Directors of the said Indian Iron and Steel Company your Executors Administrators or Assigns, and to any future Company by such name as they may have capacity to take which may now or hereafter be established in lieu of and with the rights of the said now existing Company of which you are now such two of the General Directors the exclusive right to receive Iron and Chrome Ores produced on waste lands which are the property of Government and also on lands belonging to Zemindars Mootahdars or other landholders holding lands under Regulation 25 of 1802 within the District of Coimbatore, from such Natives as have customarily had, enjoyed or used the privilege of raising and taking Ores therefrom for

for their own use also to enter by yourselves your agents or others employed by you and raise and take away the Ores aforesaid from waste lands which are the property of Government in the District aforesaid, and also from lands which are not the property of Government after special agreements to that effect shall have been entered into by you, your Executors. Administrators or Assigns with the Proprietors respectively— Provided always.—

1st That this clause or any part of this present lease shall not be understood to convey the right of entering and raising and taking away Ores from any lands not the property of Government without the previous consent in writing of the Proprietors of those lands.—

2ndly That no land within the said limits which may have been at any former period brought under Cultivation is to be entered upon for the purpose of raising the said Ores without the written assent of the Meerasidars of the Village and of other Ryots having an interest therein

and

and in the case of lands the property of Govern-
-ment without the consent of Government ob-
-tained through the Collector of the District.

3rd "

That nothing in this deed
shall affect any existing rights and privileges
heretofore enjoyed or used by Natives residing
in or holding lands within the District above
specified of raising and taking away Ores for the
use of their own Furnaces within such District or
within any other District where they may have
hitherto carried on or may with the consent of
Government first obtained hereafter carry on the
manufacture of Iron on their own account.-

2

All disputes that may arise
between you or such said Company or those employ
-ed by you or such said Company and Proprietors
Ryots or others in consequence of doing or proceeding to
do any act under the present Lease, may be decided by
the Collector of the District, subject to an appeal
to the Board of Revenue, or by a Punchayet appo-
-inted by the Collector agreeably to Regulation 12 of
1816 and acting under that Regulation, provided
both parties agree to either of those modes of
decision and execute a written agreement to
abide thereby. Otherwise recourse must be
had

had to the ordinary mode of proceeding under
the Regulations and Acts already published
or which may be hereafter published.-

This Grant is to continue

3

for nineteen years from the first of January
One thousand Eight hundred and forty one
provided the privilege hereby granted be
actually exercised within 5 years from the
above date, by effectual operations for raising
Ores to be used in Iron works established by
you or such said Company on the European
plan, and such operations be continued to the
end of the said term. it being understood that
if the privilege be not exercised within five
years from the above date, or having been exer-
-cised shall be abandoned for a period of
three years, this grant shall be null and
void. At the expiration of the said term of
nineteen years, the Lease shall be renewable
if approved by the Honorable Court of
Directors, for a further term of twenty one
years and stand renewed upon notice in
writing delivered to the Chief Secretary
to Government for the time being at any
time within the last of the said

nineteen

Fort St. George 16th. September 1841

nineteen years, by you or your personal Representatives or Assignees, and upon payment of a fine as hereinafter specified.-

4. You and such said Company shall be exempted from the payment of any land rent, land Customs or tax on account of the Iron and Chrome Ores raised, received or taken by you or such said Company under the privilege hereby granted during the period of three years from the above date. During the remaining term of the Lease you shall pay to the Government in consideration of its paramount and seignorial rights a Rent or Royalty for every Ton of Pig Iron or Castings in any other form produced from the Iron Ore and for every Candy of Chrome Ore raised under the privilege hereby granted according to the following scale namely.

From the 4th. to the 8th. year inclusive from the above date.-

Upon every Ton of Pig Iron or Castings in any other form ..... One Rupee

Upon every Candy of Chrome Ore ... Four Annas

Fort St. George 16th. September 1841-

From the 9th. to the 13th. year inclusive.-

Upon every Ton of Iron as above specified ... One and a half Rupee

Upon every Candy of Chrome Ore ... Eight Annas.-

From the 14th. to the 19th. year inclusive.-

Upon every Ton of Iron as above specified ... Two Rupees.

Upon every Candy of Chrome Ore ... Twelve Annas.

For the further period of twenty one years, if the Lease be renewed.-

Upon every Ton of Iron as above specified ... One Rupee

Upon every Candy of Chrome Ore ... One Rupee

The above Rent or Royalty is to be paid to Government upon the quantity of Pig Iron or Castings in any other form actually produced from the Ore, and upon the quantity of Chrome Ore raised and taken by you or such said Company within the above District whether the same be raised and taken from lands now or hereafter belonging to Government, or from lands belonging to Zemindars Mootahdars or other landholders holding lands under Regulation 25 of 1802 within the said District on special agreements entered into by you or such said Company with the Proprietors respectively as

as hereinafter mentioned and such Royalty shall be payable at the Furnace upon the actual produce of Pig Iron or Castings in any other form according to an half yearly settlement as hereinafter provided, and upon the Chrome Ore immediately on its importation at the Custom House next to the place where it is intended to be manufactured or exported of which due notice shall be given to the Collector of the District.

6 The Collector of the District for the time being is to be permitted to employ any person of his Establishment to attend the weighing of the actual produce of Pig Iron or Castings in any other form at the Furnaces.

7 True and faithful Accounts shall be kept at the several Furnaces of all the quantities of Pig Iron or Castings in any other form produced, and shall be transmitted by you or such said Company half yearly to the Collector of the District, or to any other person whom the Government or the Board of Revenue, shall appoint and the payment to be made on account of the Royalty shall be settled accordingly if the Board

Board of Revenue shall think fit or in any other manner that that Board or Government shall deem more eligible, and may order and the amount of Royalty so settled shall be paid by you or such said Company on demand.

The fine to be paid on renewal

8. of this Lease shall be a sum equal to the Royalty payment of one year to be calculated on an average of the five preceding years.

The Royalty above specified

9. shall be in lieu of any assessment or rent payable to Government for the land on which ore may be raised received or taken and all land Custom and taxes whatever.

Upon failure by you or such

10 said Company or by your personal Representatives or assignees to fulfil either of the above conditions or on nonpayment of the Royalty due for six months after demand made on you or either of such Representatives or assignees or on such said Company or left at your or their or either of their last place of abode, this Lease shall be forfeited and cease, upon written notice to that effect, given by or under authority of the Governer in Council of Fort St. George for

Fort St. George 16th September 1841.-

for the time being, to you or either of you your personal Representatives or Assignees or to such said Company or left at your or their or either of their last place of abode.-

II. Nothing in this Lease shall be construed to authorize the stay or residence of any British subject in India contrary to the intent or meaning of any Law or Regulation made or to be made or without such License as is, or shall be by Law required.-

Given in Fort St. George the /31st/ thirty first day of August /1841/ one thousand eight hundred and forty one by and in the name of the Governor in Council the said George Norton and Thomas Moore Lane having signed and sealed a duplicate hereof.-

Entered in the Secretary's Office
By order of the Governor in Council /Signed/ Elphinstone
/Signed/ Walter Elliot " C. M. Lushington
Acting. Secretary to Government. " J. Bird.

Seal

Canara

Fort St. George 16th September 1841.-

Canara.-

Counterpart of Lease granted by the Governor in Council of Fort St. George for and on behalf of the East India Company to George Norton Esqre and Thomas Moore Lane Esqre two of the General Directors of the now existing Indian Iron and Steel Company.-

The Governor in Council for
1.- and on behalf of the East India Company, being desirous of promoting the manufacture of Iron by works according to the European plan within the Presidency of Fort St. George, has been pleased to grant to you the said George Norton & Thomas Moore Lane being such two General Directors of the said Indian Iron & Steel Company your Executors, Administrators or Assigns and to any future Company by such name as they may have Capacity to take which may now or hereafter be established in lieu of, and with the rights of the said now existing Company, of which you are now such two of the General Directors the exclusive right to receive Iron Ore produced on waste lands which are the property of Government within the District of Canara, from such Natives as have customarily

had enjoyed or used the privilege of
raising and taking Ore therefrom for their
own use, also to enter by yourselves your Agents
or others employed by you and raise and take
away the Ore aforesaid from waste lands
which are the property of Government in the
District aforesaid Provided always.-

1.- That this clause or any part of
this present Lease shall not be understood
to convey the right of entering and raising
and taking away Ore from any lands not
the property of Government without the previ-
ous consent in writing of the Proprietors of
those lands.-

2nd That no lands within the
said limits which may have been at any
former period brought under cultivation is
to be entered upon for the purpose of rais-
ing the said Ore without the written assent
of the Meerasidars of the Village & of other
Ryots having an interest therein and in
the case of lands the property of
Government without the consent of Govern-
ment obtained through the Collector of
the

the District.-

3rd That nothing in this deed
shall affect any existing rights and
privileges heretofore enjoyed or used by Natives
residing in or holding lands within the Districts
above specified, of raising and taking away Ore
for the use of their own Furnace within
such Districts or within any other Districts
where they may have hitherto carried on or
may with the consents of Government first
obtained hereafter carry on the Manufacture
of Iron on their own account.-

2.- All disputes that may arise
between you or such said Company
or those employed by you or such said
Company and Proprietors
Ryots or others in conse-
quence of doing or proc-
eeding to do any act under the present
Lease may be decided by the Collector of
the District, subject to an appeal to
the Board of Revenue, or by a Punchayet
appointed by the Collector agreeably to Regu-
lation 12 of 1816 and acting under that Regulation
provided

Fort St. George 16th September 1841.

provided both the parties agree to either of those modes of decision and execute a written agreement to abide thereby otherwise recourse must be had to the ordinary mode of proceeding under the Regulations and Acts already published or which may be hereafter published.

3. This Grant is to continue for Nineteen years from the first of January One thousand Eight hundred and forty one provided the privilege hereby granted be actually exercised within 5 years from the above date by effectual operations for raising Ore to be used in Iron works established by you or such said Company on the European plan, and such operations be continued to the end of the said term it being understood that if the privilege be not exercised within five years from the above date, or having been exercised shall be abandoned for a period of three years this Grant shall be null and void.

At the expiration of the said term of Nineteen years, the Lease shall be renewable if

Fort St. George 16th September 1841.

if approved by the Honorable Court of Directors for a further term of twenty one years and so renewed upon notice in writing delivered to the Chief Secretary to Government for the time being at any time within the last of the said Nineteen years by you or your personal representatives or Assignees, and upon payment of a fine as hereinafter specified.

4. You and such said Company shall be exempted from the payment of any land rents, land customs or tax on account of the Iron Ore raised received or taken by you or such said Company under the privilege hereby granted during the period of three years from the above date. During the remaining term of the Lease you shall pay to the Government in consideration of its paramount and seigniorial rights a Rent or Royalty for every ton of Pig Iron or castings and any other form produced from the Iron Ore raised under the privilege hereby granted, according to the following scale namely.

From the 4th to the 8th year inclusive from the above date.

Upon

Fort St. George 16th September 1841.-

Upon every Ton of Pig Iron or castings in any other form ---------- One Rupee

From the 9th to the 13th year inclusive

Upon every Ton of Iron as above specified ------- One and half Rupee

From the 14th to the 19th Year inclusive.-

Upon every Ton of Iron as above specified. ---------- Two Rupees

For the further period of twenty one years if the Lease be renewed. -

Upon every Ton of Iron as above specified ---- Three Rupees.-

5.- The above Rent or Royalty is to be paid to Government upon the quantity of Pig Iron or castings in any other form actually produced from the Ore raised and taken by you or such said Company within the above District whether the same be raised and taken from lands now or hereafter belonging to Government and such Royalty shall be payable at the Furnace upon the actual produce of Pig Iron or castings in any other form according to an

Fort St. George 16th September 1841.-

annual half year by settlement as hereinafter provided.-

6.- The Collector of the District for the time being is to be permitted to employ any person of his Establishment to attend the weighing of the actual produce of Pig Iron or castings in any other form at the Furnace.-

7.- True and faithful accounts shall be kept at the several Furnaces of all the quantities of Pig Iron or castings in any other form produced, and shall be transmitted by you or such said Company half yearly to the Collectors of the District or to any other person whom the Government or the Board of Revenue shall appoint and the payment to be made on account of the Royalty shall be settled accordingly if the Board of Revenue shall think fit or in any other manner that the Board or Government shall deem more eligible, and may order and the amount of Royalty so settled shall be paid by you or such said Company on demand.-

The

Fort St. George 16th September 1841.

8.- The fine to be paid on renewal of this Lease shall be a sum equal to the Royalty payment of one year to be calculated on an average of the five preceding years.-

9. The Royalty above specified shall be in lieu of any assessment or rent payable to Government for the Land on which Ore may be raised received or taken and all lands Customs and Taxes whatever.-

10 Upon failure by you or such said Company or by your personal representatives or Assignees to fulfil either of the above conditions or on non payment of the Royalty due for six Months after demand made on you, or either of such representatives or Assignees, or on such said Company or left at your or their or either of their last place of abode, this Lease shall be forfeited and cease upon writ-ten notice to that effect, given by or under authority of the Governor in Council of Fort St. George for the time being to

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to you or either of your personal Represen-tatives or Assignees or to such said Company or left at your or their or either of their last place of abode.-

Nothing in this Lease shall be construed to authorize the stay or residence of any British sub-ject in India contrary to the in-tent or meaning of any Law or Regu-lation made or to be made, or with-out such license as is or shall be by Law required.-

Given in Fort St. George the 31st thirty first day of August 1841 One thousand eight hundred and forty One by and in the name of the Governor in Council the said George Norton and Thomas Moore Lane having signed and sealed a duplicate thereof.-

Entered in the Secretary's Office

(Signed) Elphinstone

C. M. Lushington

" John Bird

By order of the Governor in Council

(Signed) Walter Elliot

Act. Sect. to Govt

(Seal)

Malabar

1823 Fort St. George 16th September 1841.

Malabar

Counte or Lease granted by the Governor in Council of Fort St. George for and on behalf of the East India Company to George Norton Esqre and Thomas Moore Lane Esqre two of the General Directors of the now existing Indian Iron and Steel Company.-

The Governor in Council for and on behalf of the East India Company being desirous of promoting the manufacture of Iron by works according to the European plan within the Presidency of Fort St. George, has been pleased to grant to you the said George Norton and Thomas Moore Lane being such two General Directors of the said Indian Iron and Steel Company, your Executors, Administrators or Assigns and to any future Company by such name as they may have capacity to take which may now or hereafter be established in lieu of and with the rights of the said now existing Company, of which you are now such two of the General

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General Directors the exclusive right to receive Iron Ore produced on waste lands which are the property of Government within the District of Malabar, from such Natives as have customarily had, enjoyed or used the privilege of raising and taking Ore therefrom for their own use, also to enter by yourselves, your Agents or others employed by you and raise and take away the Ore aforesaid from waste lands which are the property of Government within the District aforesaid Provided always-

1st That this Lease or any part of this present Lease shall not be understood to convey the right of entering and raising and taking away Ore from any lands not the property of Government without the previous consent in writing of the Proprietors of those lands-

2d That no land within the said limits which may have been at any former period brought under cultivation is to be entered upon for the purpose of raising the said Ore without the written assent

Fort St. George 16th September 1841.

assent of the Meerasidars of the Village and of other Ryots having an interest therein and in the case of lands the property of Government without the consent of Government obtained through the Collector of the District

3d That nothing in this Deed shall affect any existing rights and privileges heretofore enjoyed or used by Natives residing in or holding lands within the District above specified, of raising and taking away Ores for the use of their own Furnaces within such District or within any other District where they may have hitherto carried on, or may with the consent of Government first obtained hereafter carry on the Manufacture of Iron on their own account

2.- All disputes that may arise between you or such said Company or those employed by you or such said Company and Proprietors, Ryots or others in consequence of doing or proceeding to do any act under the present Lease may

Fort St. George 16th September 1841.

may be decided by the Collector of the District subject to an appeal to the Board of Revenue only a Punchayet appointed by the Collector agreeably to Regulation 12 of 1836 and acting under that Regulation provided both parties agree to either of those modes of decision and execute a written agreement to abide thereby. Otherwise recourse must be had to the ordinary mode of proceeding under the Regulations and Acts already published or which may be hereafter published.-

This Grant is to continue for 3.- nineteen years from the first of January one thousand eight hundred and forty one, provided the privilege hereby granted be actually exercised within 5 years from the above date, by effectual operations for raising Ores to be used in Iron works established by you or such said Company on the European plan, and such operations be continued to the end of the said term; it being understood that if the privilege be not exercised within five

Fort St. George 18th September 1841.-

five years from the above date, or having been exercised shall be abandoned for a period of three years, this Grant shall be null and void.- At the expiration of the said term of nineteen years, the Lease shall be renewable, if approved by the Honorable Court of Directors, for a further term of twenty one years, and stand renewed upon notice in writing delivered to the Chief Secretary to Government for the time being at any time within the last of the said nineteen years, by you or your personal representatives or assignees and upon payment of a fine as hereinafter specified.-

4.- You and such said Company shall be exempted from the payment of any land rents, land customs or tax on account of the Iron Ore raised, received or taken by you or such said Company under the privilege hereby granted during the period of three years from the above date.- During the remaining term of the Lease you shall pay to the Government in consideration of its paramount and seignorial rights a Rent or Royalty for every

Fort St. George 18th September 1841.-

every Ton of Pig Iron or castings in any other form produced from the Iron Ore raised under the privilege hereby granted according to the following scale, namely.-

From the 4th to the 8th year inclusive from the above date.-

Upon every Ton of Pig Iron or castings in any other form - - - - - One Rupee

From the 9th to the 13th year inclusive.-

Upon every Ton of Iron as above specified - - - - One and a half Rupee

From the 14th to the 19 year inclusive.-

Upon every Ton of Iron as above specified - - - - - Two Rupees

For the further period of twenty one years, if the Lease be renewed.-

Upon every Ton of Iron as above specified - - - - - Three Rupees.-

5 The above Rent or Royalty is to be paid to Government upon the quantity of Pig Iron or castings in any other form actually produced from the Ore raised and taken by you or such said Company within the above District whether

whether the same be raised and taken from
Lands now or hereafter belonging to Govern-
-ment, and such Royalty shall be payable
at the Furnace upon the actual produce
of Pig Iron or Castings in any other form ac-
-cording to an half yearly Settlement as
hereinafter provided.-

6.- The Collector of the District
for the time being is to be permitted
to employ any person of his establishment
to attend the weighing of the actual pro-
-duce of Pig Iron or Castings in any other
form at the Furnace.-

7.- True and faithful account
shall be kept at the several Furnaces
of all the quantities of Pig Iron or Castings
in any other form produced, and shall
be transmitted by you, or such said
Company half yearly to the Collector
of the District, or to any other person
whom the Government or the Board
of Revenue, shall appoint, and the
payment to be made on account
of the Royalty shall be settled according
-ly, if the Board of Revenue shall think
fit

fit or in any other manner that that
Board or Government shall deem more eli-
-gible, and may order, and the amount of
Royalty so settled shall be paid by you
or such said Company on demand.-

8.- The fine to be paid on re-
-newal of this Lease shall be a sum equal
to the Royalty payment of one year, to
be calculated on an average of the five
preceding years.-

9.- The Royalty above specified
shall be in lieu of any assessment or rent
payable to Government for the land on
which Ore may be raised, received or taken
and all land Custom and taxes whatever.-

10.- Upon failure by you or such
said Company or by your personal repre-
-sentatives Assignees to fulfil either
of the above conditions, or on non payment
of the Royalty due for six months after demand
made on you, or either of such Representatives
or Assignees or on such said Company or left
at your or their or either of their last
place of abode, this Lease shall be
forfeited and cease upon written
notice to that effect given by or
in the name of the Governor in

1831 Fort St. George 16th September 1841.

Council of Fort St. George for the time being to you or either of your personal Representatives or Assignees or to such said Company or left at your or their or either of their last place of abode.-

11- Nothing in this Lease shall be construed to authorize the stay or residence of any British subject in India contrary to the intent or meaning of any Law or Regulation made or to be made or without such license as is or shall be by Law required.-

Given in Fort St. George (31st) thirty first day of August (1841) One thousand eight hundred and forty one by and in the name of of the Governor in Council, the said George Norton and Thomas Moore Lane having signed and sealed a duplicate hereof.-

Entered in the Secretary's Office
By order of the Governor in Council
(Signed) Walter Elliot
Actg Sect. to Govt

(Signed) Elphinstone
" C.M. Lushington
" John Bird

Seal

Ordered

Copy J.R.

1832 Fort St. George 16th September 1841

Order thereon.- Ordered to be sent again in Circulation

(Read again in Con. 4th Oct.)

2-3

Extract from the Proceedings of Consultation under date the 1st September 1841.

Read the following letter.-

To H. Chamier Esqre
Chief Secretary to the Govt of
Fort St. George

From the Actg Secy to Govt

1

Sir,

I am directed by the Board of Revenue to transmit to you for submission to the Right Honorable the Governor in Council the accompanying Copy of a Draft of proposed Act for better regulating the sale of Opium and other intoxicating drugs within the Town of Calcutta, and to inquire if Her Lordship in Council would wish the provision of the act to be extended to the Presidency of Fort St. George.-

2 If the Governor in Council shall decide in the affirmative, it is requested that the draft Act may be returned to my address with the necessary alterations, making the Act

Order thereon.. Ordered to be sent again in Circulation

(Read again in Con. 27th Sept.)

4 - 5

Extract from the Minutes of Consul-
-tation under date the 2nd September 1841.

Read the following letter

To H. Chamier Esqre
Chief Secry to Govt of
Fort St. George

From the Actg Secy to Govt

6

Sir,

I am directed by the Right Honble the Governor General in Council to trans-
-mit for the consideration of the Right Honorable the Governor in Council 5 copies of a Draft Act for authoritatively defining the boundaries of Villages, settling boundary disputes and prevent-
-ing their recurrence within the Ter-
-ritories of the Bombay Presidency which has been submitted to the Supreme Government by the Government of Bombay and upon which as relating to a matter of general importance, His Lordship in Council is desirous of receiving the opinions of the Governor in Council as well as (thro' His Lordship) the opinions of officers of judgment and experience in the Presidency of Fort St. George

Fort William
The 2nd August 1841

(Signed) J. H. Maddock
Secy to the Govt of India

Draft.

Draft Act for authoritatively defining the boundaries of Villages settling boundry disputes, and preventing their recurrence within the Territories of the Bombay Presidency

Rescends former Regulations

I It is hereby enacted that Regulation X of 1827 of the Bombay Code shall be rescinded.

Empowers the Governor in Council to appoint a Commission for defining the boundaries of Villages

II And it is hereby enacted, that it shall be competent to the Governor in Council to ap-
-point to any district or districts, subordinate to that Presi-
-dency, a Commission to consist of one or more Members, for defining the boundaries of Villages, and that the decision of such Commission shall, where it consists of several Members, be deter-
-mined by the majority of voters, and that when the Members are an even number, and the opinions for and against any point are equal, it shall be lawful for the Governor in Council of Bombay to add other

member

member or Members to the Commission, for the purpose of deciding the point disputed

III

Proclamation to be issued giving Notice of the appointment of the Commission, none of whose acts are to be valid till 30 days have elapsed from the date of the Proclamation.—

and it is hereby enacted that the appointment of such Commission shall be announced in the districts in which it is empowered to act, by proclamation in the Vernacular language of the said district and in the form specified in appendix A which shall be issued by the Collector of the district, and no proceeding of the said Commission under authority of this act, shall be valid, till 30 days have elapsed from the date of such proclamation.

IV

Solemn declaration to be made by each Commissioner previous to entering on his duties.—

And it is hereby enacted that previous to entering on any of the duties of his office each Commissioner shall make and sign before such person or persons as the Governor in Council in Bombay may direct a solemn declaration after the accompanying form B hereunto annexed.—

V

Notice to be issued 8 days previous to fixing a boundary

And it is hereby enacted, that at least eight days previous to the fixing of the

the boundaries of a Village, the Commission shall cause to be fixed up, in a conspicuous place within the limits of that Village, and in conspicuous places within the limits of each Village conterminous to that Village, a notice after the form C hereunto annexed. A Copy whereof it shall cause to be served in the manner of an ordinary summons on the principal Revenue or Magisterial authorities, if any residing in each Village in which it is fixed up and it is further enacted that, in event of the Commission finding it necessary to alter the day set forth in such notice, it shall specify some subsequent day in a supplementary notice, after the form D, hereunto annexed which shall be published at least forty eight hours before the day specified therein, and in the same manner as the original notice.—

VI

On the day specified the boundary, where there is no dispute to be marked and recorded by a Commissioner or such other person as he may appoint.—

And it is hereby enacted, that on the day specified in the original, or supplementary notice, the Commission, or a Member thereof, shall either in person proceed, or depute one or more persons to fix Landmarks, at such points as may appear suitable for defining and fixing the lines of boundary, which may be

be agreed on by the parties, who have assembled for the purpose, and to prepare such plans and records, descriptive of those lines of boundary, as may to the Commission appear necessary, and the lines so fixed shall thence forward be held to define the true boundaries of such Village. —

VII. — And it is hereby enacted, that if any difference exist, respecting the true boundaries of the Village whose limits are to be defined, the Commission shall cause to be fixed up, in a conspicuous place within the limits of that Village, and of any other Village or Villages, the Inhabitants of which may have disputed the boundary, or be concerned in the boundary so disputed, a notice after the accompanying form E hereunto annexed a Copy whereof he shall cause to be served in the manner of an ordinary Summons on the Principal Revenue or Magisterial Authorities, if any residing in each Village in which it is fixed up. —

Where a boundary is disputed a notice to be published in each of the contending Villages. —

VIII. — And it is hereby enacted, that if on or by the day specified in the notice, a Copy of a Deed of Reference to arbitration be produced within the period specified in the notice a Copy of a Deed of

Reference to arbitration be produced proceedings may be stayed, and a period fixed for delivery of award at the expiration of which the Commission unless satisfied of there being cause for allowing any further delay shall proceed as if no reference to arbitration had been made. —

allow further period exceed as if no Deed of Reference had been produced. —

the Commission shall stay proceedings for such period as it may deem proper to allow in the notice, for the delivery of the award and if at the expiration of such period no award has been given in, the Commission shall, unless it think fit to allow further time for its delivery, proceed as if no Deed of Reference had been produced. —

IX. — And it is hereby enacted, that if an award drawn up after such form as the Commission shall direct, be given in within the period allowed for its delivery the Commission or a Member thereof, shall either in person proceed or depute one or more persons to fix, in presence of the arbitrator or arbitrators, Land-marks at such points as may appear suitable for defining

If an award be produced within the stipulated time the boundary shall be marked out accordingly. —

be agreed on by the parties, who have a
=sembled for the purpose, and to prepare
plans and records descriptive of those bo
of boundary, as may to the Commission
=pear necessary, and the lines so fixed
thence forward be held to define the bo
boundaries of such Village.—

VII. — And it is hereby
=ed, that if any differen
exist, respecting the bo
boundaries of the Vi
whose limits are to
defined, the Commis
=ous place within the limits of that
and of any other Village or Villages, the
inhabitants of which may have dispute
boundary, or be concerned in the bound
so disputed, a notice after the accompa
form E hereunto annexed a Copy whereof
shall cause to be served in the manner
of an ordinary summons on the Pri
=pal Revenue or Magisterial Authori
if any residing in each Village in wh
it is fixed aft.

Where a boundary is disputed a notice to be published in each of the contend=ing Villages.

VIII. — And it is here
=enacted, that if on
by the day specifi
in the notice, a Ca
of a Deed of Refer
to arbitration for

If within the period specified in the notice a Copy of a Deed of

of Reference to arbitra=tion be produced, pro=ceedings may be stay=ed, and a period fixed for delivery of award at the expiration of which the Commission unless satisfied of there being cause for allow=ing further delay shall proceed as if no refer=ence to arbitration had been made.—

allow further period=ceed as if no Deed of Reference had been produced.—

the Commission shall stay proceedings for such period as it may deem proper to allow in the notice, for the delivery of the award; and if at the expira=tion of such period no award has been given in, the Com=mission shall, un=less it think fit, to ex=tend the period allowed for its delivery, pro=ceed as if no Deed of Reference had been produced.—

IX. — And it is hereby enacted, that

If an award be produced within the stipulated time the boundary shall be marked out accordingly.—

if an award drawn up after such form as the Commission shall direct, be given in within the period al=lowed for its delivery the Commission or a Member thereof, shall either in person proceed or depute one or more persons to fix, in presence of the arbitrator or Arbitrators, Land marks at such points as may appear suitable for defining

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defining and fixing the lines of boundary declared in the award, and to prepare such plans and records, descriptive of the lines of boundary as may to the Commission appear necessary, and the lines so fixed shall thenceforward be held to define the true boundaries of such Villages. —

X. — And it is hereby enacted, that

If no Deed of Reference be produced, or having been produced no award be given in the Commission shall proceed on the day fixed in the notice to define the boundaries according to the evidence which may then be produced by the parties or be obtainable by it. —

if on the day specified in the notice, directed in Section VII no Deed of Reference to arbitration be produced, or, if a Deed of Reference having been produced, and Proceedings having been stayed, as provided in Section VIII, no award shall be given in as

Fort St. George 16th September 1841.

Section IX. the commission shall require from the contending parties written Statements of the Specific grounds on which each party lays claim to the land in dispute supported by such documentary or other evidence as they may have to adduce, and shall then after considering the evidence brought forward by the respective parties in connection with the best evidence, which it may procure from an inspection of the ground in dispute [illegible] proceed to fix Landmarks on such points as may appear suitable for defining and fixing the line of boundary, which he may determine, and to prepare such plans and records descriptive of the same as may be

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to it appear necessary and the Landmarks so fixed shall thereafterwards be held to define the true boundaries of the contending villages.

X And it is hereby enacted, that the Collector of the District shall furnish the Commission, previous to entering on their duties in any particular Turf Purgunnah, or other division of the District with a list of resident Cultivators and other persons of good repute in such division or district, and that in the event of a case of disputed boundary being left for adjudication in the manner pointed out in section X it shall be competent for the Commission should it deem it expedient not itself to decide such case in the manner provided in section X to select by lot from such list and in presence of the disputing parties three or five persons inhabitants of villages other than those concerned in

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dispute - allowing either party as each name is drawn to object, provided some cause be assigned which cause shall be recorded in the proceedings, and if satisfactory to the Commission, shall exclude the party so objected to from the Punchayat and when the required number of Punchayetdars have been selected the Commission shall cause the evidence in the case to be laid before them as it would require it before itself, and when the case has been gone through require them to give their decision which shall be determined by the opinion of the majority, after which the Commission or a Member thereof shall, in their presence, provided the Commission concur with them in opinion, mark off such boundary as they may determine on, as though it had been decided

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decided by the Commission itself and the Landmarks so fixed shall thenceforward be held to define the true boundaries of the contending Villages.

XII And it is hereby enacted that a decision passed according to the provisions of Sections IX and X as well as those passed under Section XI provided in this last case the confirmation of the Commission is given shall have all the force of decrees of Courts of Law and shall be held as final.

XIII And it is hereby enacted that in the event of the Commission seeing reason to doubt that the award of a Punchayet assembled under the provisions of Section XI was impartially given according to the best of the understanding and judgment of such Punchayet it shall be lawful for the Commission to

Convene

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convene a second Punchayet to consist of other individuals from the list prescribed in Section XI to be selected in the manner laid down in the said Section which second Punchayet shall proceed and give its decision and such decision if concurred in by the Commission shall be carried into execution as though it had been determined by the Commission, and shall have all the force of a decree of a Court of Law and be held as final.

XIV And it is hereby enacted that in the event of the Commission seeing reason to doubt that the award of the second Punchayet was impartially given it shall be lawful for the Commission to proceed to the spot and with the proceedings of both Punchayets before it decide the case, and such decision

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decision of the Commission shall be carried into execution, and shall have all the force of a decree of a Court of Law and be held as such.

Copies of plans and records of all boundaries fixed according to the provisions of this Act to be furnished by the Commissioner to the Collector of the District.

XV And it is hereby enacted that when the boundaries of a Village are defined, the Commission shall forward to the Collector of the District in which that Village is situated, copies of the decision, and of the plans and records which have been prepared in conformity to the provisions of sections VI to XI of this Act, and in case of the boundary having been disputed, either party shall on application be permitted to make copies of any documents connected with the decision of the Commission which

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which shall if required, be verified and attested by a Commissioner.

The Commission may summon witnesses

XVI And it is hereby enacted that the Commission or any Member thereof be empowered to direct by Summons or Letter the attendance of any person whose evidence may be required and to have apprehended and brought before it or before him, any person who may not appear in obedience to such summons or letter.

Allowing them a reasonable sum for their expenses.

XVII And it is hereby enacted that the Commission may award a reasonable sum to defray the expenses incurred by any person attending to give evidence and that this sum be paid in the first instance to the order of the Commission

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Commission by the Collector of the Dist
in which the proceedings are being
and further that it shall be lawful
for the Commissioner to adjudge that
the expenses & any portion thereof
incurred in procuring witnesses, fixing
boundary marks, and other charges
necessary in the course of the
proceedings, be borne by either or
both of the Villages contending in
such proportion as it may deem
reasonable, and that the sum so adjudged
shall be assessed on the lands of
such Village and realized by
the Collector as an ordinary
Land Revenue demand from
the Ryots, where the Village pays
Revenue to Government, or from
the Farmer or Holder where
the Village is leased or alienated.

S.C.B.

Fort St

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Testimony to be recorded in the language of the District and wilful false testimony to be punishable as perjury.-

XVIII And it is hereby enacted, that the deposition of each witness shall be taken down in writing, in the language and character of the District, in which the Villages concerned may be situated, and that a witness who, after making the affirmation prescribed in section I of Act V of 1840, wilfully gives false evidence, shall be committed by the Commissioner to take his trial for perjury before the Sessions Judge of the Zillah, in which the offence may have been committed.-

Contempts punishable as by sections 48 to 52 and 55. Clause 1st and 56 Clause 1st and 32 of Regulation IX of 1827.

XIX And it is hereby enacted, that persons guilty of contempt in the course

Fort St. George 16th September 1841.

course of proceedings held under authority of this Act, shall be punishable by Sections 48 to 52. 55. Clause 1st and 2d, Clause 1st and 3d of Regulation IV of 1827 of the Bombay Code, in the same manner as if the Court of a Commissioner were a Court within the meaning of the Section 1 Clause 1st of that Regulation; but the amount of fine which a Commissioner is authorized to inflict, under this Section, shall not exceed Rupees 100, nor the term of imprisonment one month.

The offence of corruption or malversation committed by any person employed by a Commissioner under this Act, punishable on conviction before the Magistrate

XX And it is hereby enacted that any person employed by a Commissioner appointed under this Act, who may directly or indirectly accept, obtain or attempt

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Magistrate by fine to obtain for himself, or for or imprisonment for two years. any other party, any gratification whatsoever, or who may frame an official document, in a manner which he knows to be incorrect, or who may for any purpose of favor or disfavor, to any party, disobey, without any reasonable cause, any legal order of the Commissioner, shall be punished with imprisonment with or without hard labor, for a term not exceeding two years or fine not exceeding 500 Rupees, or both.

And it is further enacted, that the Commissioner be empowered to have apprehended and forwarded, with all relevant evidence to the Magistrate of the District in which the offence is alleged to have been committed, any person, who, in the opinion of the Commissioner

may

Fort St. George 16th September 1841.

may have rendered himself liable to punishment under this Section: and it is further enacted, that in conducting preliminary enquiries under this Section, the Commissioner be empowered to take evidence, and treat witnesses in the manner prescribed in Sections XVI and XVII of this Act and that persons refusal to give evidence, prevarication, perjury and contempt be treated in the manner prescribed in Sections XVIII and XIX of this Act.-

Documents used in enquiries under this Act may be on unstamped paper.

XXI. And it is hereby enacted that writings of whatsoever kind or description received or issued by the Commissioner appointed under this Act may be on unstamped paper the provisions of any Law Regulation or Act notwithstanding and

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The language used to be that of the District.-

XXII. And it is hereby enacted, that notices, orders and judgments of the Commission, and applications made to it, shall be in the language and character of the District, in which the Commission is acting, and that copies shall be recorded in the proceedings which shall be kept in the same language.-

XXIII. And it is hereby enacted, that at the close of every month, the Commissioner shall deposit with the Collector of the District wherein the Villages to which they refer may be situated, the whole of such records and proceedings as he may no longer require.-

Word "District" defined.

XXIV. And it is hereby enacted, that the word "District" as used in this Act, is to be held to denote any Revenue

Division

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Division, or any portion of a Revenue Division of a country.

A commissioner may be appointed an Assistant Magistrate in the Zillah over which his authority extends.

XXV. And it is hereby enacted that it shall be lawful for the Governor of Bombay in Council to appoint any Commissioner under this Act, an Assistant Magistrate in the Zillah over which his authority as Commissioner may extend.

Offences against Section 42 of Regulation XIV of 1827, declared within the jurisdiction of the District Police Officer.

XXVI. And it is hereby enacted that a District Police Officer shall be authorized to take cognizance of offences against Section 42 of Regulation XIV of 1827, of the Bombay Code.

And

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Connivance or neglect on the part of the inhabitants or Police Establishment at the removal of a boundary, punishable by fine either on the offenders, or the Village at large.

XXVII. And it is hereby enacted that when a boundary fixed in a disputed tract of land under authority of this Act, has been secretly or forcibly altered, and neglect or connivance be charged against the inhabitants or Police Establishment, with regard to prevention, detection, or apprehension, it shall be competent to the Magistrate to investigate the matter as a criminal offence, and if the fact be well substantiated, to exact a fine not exceeding Rupees (500.) five hundreds, which if awarded against the inhabitants at large, shall be realized by the Collector in the same manner as revenue demands, and paid to the order

of

of the Magistrate; if against individuals of the Police Establishment it shall be levied by imprisonment in commutation, as directed for fines in general.-

XXVIII. And it is hereby enacted, that no Commissioner or Member of a Punchayet, appointed under this Act, shall be liable to be sued in any Court of Law for the exercise of any authority, or on account of any decision passed in conformity with this Act.-

Appendix A.

Form of Proclamation to be issued, in conformity to the Provisions of Section III of Act No. ___ of 1841, by the Collector or Collectors of the District or Districts to which a Commission for defining the boundaries of Villages may be appointed.

Proclamation issued by

by ___ Collector of ___ The Honorable the Governor in Council of Bombay having on the ___ day of ___ A. D. ___ been pleased to appoint ___ a Commission for defining the boundaries of Villages in the District of ___ (or Districts of ___ as the case may require) — Notice is hereby given, to all Village Officers, Ryots and others possessing an interest in land, — that the said Commission will proceed into the said District (or Districts) for the purpose of defining the boundaries of all Villages, in the manner prescribed in Act No. ___ of 184 a Copy of which Act, in the ___ language, will be furnished to each Village Accountant, to be inspected and transcribed by any one who may desire.-

Dated this ___ day of ___ A. D. at ___

(Signed) by the Collector

appendix

Fort St. George 16th September 1841.

Appendix B.

Form of Solemn Declaration to be made and signed, in conformity to the Provisions of Section IX of Act No. of 1841, by such person or persons, as the Governor in Council of Bombay may direct by a Commissioner for defining the boundaries of Villages.

I ——— appointed under Act No. ——— of 184 , Commissioner for defining the boundaries of the Villages in the District of ——— (or Districts of ——— as the case may require) do solemnly declare that I will perform the duties of my office with impartiality and integrity to the best of my knowledge and abilities.

(signed) by the Commissioner

Executed at ———

this ——— day of ——— A.D.

before me (or as the case

Fort St. George 16th September 1841.

may require)

(signed) by the person or persons before whom the Declaration was made and signed.

Appendix C.

Form of original notice to be issued, in conformity to the Provisions of Section . . . . . of Act No. . . . . of 1841 by the Commissioner for defining the boundaries of Villages.

Notice issued by ——— Commissioner for defining the boundaries of Villages in the District of ——— (or Districts of ——— as the case may require) on ——— the ——— day of ——— A. D. corresponding with (here enter the correlative date, according to the mode of reckoning most familiar to the inhabitants of the District.) I shall either my self proceed or depute one or more persons to the Village of ——— for the

Fort St. George 16th September 1841.

the purpose of fixing Landmarks at such points as may appear suitable for defining and fixing lines of boundary which may be agreed on by the parties who shall have assembled for the purpose, and to prepare such plans and records descriptive of these lines of boundary as may to me appear necessary.-

The Landmarks so fixed will thenceforward, be held to define the true boundary of the Village, and a decision to this effect which will be passed by me, will have all the force of a legal decree, and be held as final, therefore no difference which may exist between the said Village, and the Villages contermineous thereto, respecting the true boundaries of the said Village will ever be attended to, unless made known before the

Fort St. George 16th September 1841.

the fixing of the Landmarks to either me or the person or persons sent by me to define the boundaries. all the Village Bulletedars and other Officers are required to be in attendance on the day specified. should they fail to be so, and any occasion arise for their services, they will be liable to a fine, unless sufficient cause be alleged to account for their absence.-

(signed) by the Commissioner.

Appendix D.

Form of Supplemental Notice to be issued when necessary in conformity to the provisions of Section —— of Act No. —— of 184. by the Commissioner for defining the boundaries of the Villages.-

Notice issued by —— Commissioner for defining the boundaries of Villages in the District of —— (or Districts of

Fort St. George 10th September

of ——— as the case may require

The day for defining the boundaries of the Village of ——— is altered, from that specified in the notice, I signed under date ——— day of ——— to ——— the ——— day of ——— A. D. ——— corresponding with (here enter the correlative date according to the mode of reckoning most familiar to the inhabitants of the District.)

Dated this ——— day of ——— A. D. ——— at ——— } (signed) by the Commissioner.

Appendix E.

Form of Notice to be issued in conformity to the Provisions of Section ——— of Act No. ——— of 1841. by the Commissioner for defining the boundaries of Villages.

Notice issued by Commissioner for defining the boundaries of Villages in the District of ——— (or Districts

Fort St. George 10th September 1841.

of ——— as the case may require).

There being a difference respecting the true boundary of the Village of ——— in so far as it meets the boundary of the Village of ——— (or the Villages of ——— if there be more than two Villages disputing) regarding the same piece of land) the attention of the parties concerned is called to sections VII and XIV of act No. ——— of 184-

The Deed of Reference to arbitration must be made and copy of it delivered to me, on or before ——— the ——— day of ——— A. D. ——— corresponding with (here enter the corresponding relative date according to the mode of reckoning most familiar to the inhabitants of the District.) and the award of arbitration must, unless on the representation of the parties concerned it may deem proper to allow a further period

Fort St. George 16th. September 184

period for its delivery, be given on
or before _____ the _____ day
_____ A. D. _____ corresponding with
(here enter the correlative date ac-
=cording to the mode of reckoning
familiar to the inhabitants of the Dis
and in the event of no copy of a D
of Reference being produced before
on the _____ day of _____ A. D.
I hereby give notice that I shall proce
on the _____ day of _____ next follo
ing, to determine the boundary accor
to the best evidence which may then
produced before me, in which eve
it is hereby required that each par
should deliver to me before _____ o'clo
A. or P.M. on the day fixed, a writte
statement containing the particulars req
in section X. of the act above quoted, o
with regard to the importance of this
statement, the attention of parties is ca
to sections X and XIV of the said act.

Dated this _____ day of _____
A. D. _____ at _____

Signed by the Commissioner

Order

Fort St. George 16th. September 1841.

Ordered that
the foregoing
letter be commu-
=nicated to the
Judges of the
Sudr Dewanee
and to the Board
of Revenue,
who will obtain
the opinions of
Officers

Fort St. George 16th September

Officers of Judg-
ment and Exp-
rience, on the
provisions of the
Draft. Act
therewith receive
and Submit their
with their Answ.
for communicate
to the Government
of India.-

(Signed) Walter Elliot
Actg Secy to Govt
Ordered

Fort St. George 16th September 1841.-

Order thereon-
(Read again in Cons.
30th Sept. 1841.)

6.7

From the Actg Secy to Govt.
Government.-

Communicating observations in reply to the Board's Proceedings submitting a letter from the Collector of Chingleput having reference to certain remarks of Government upon the settlement of the land revenue of that District for fusly 1248.-

8

Ordered to be brought forward at a future Meeting.-

Extract from the Minutes of Consultation under date 3d September 1841.-

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

Submitting a letter from the Collector of Chingleput with reference to the observations upon the Settlement of the Land Revenue in the Chingleput District for fusly 1248 contained in the Minutes of Consultation dated 20th March last.-

(Here enter 15th July 1841 No. 888.-)

The explanation offered
Para 1.- by Mr. Freese is so far satisfactory that it shews the decrease of Revenue in fusly 1248 as compared with the previous year, to be not entirely owing to the new mode of assessment introduced.-

The fact however
2. cannot be disproved, that had not an unusual extent of remission been granted in consequence of the new mode of Settlement, the revenues of fusly 1248 would have very nearly

nearly come up to that of the preced=
=ing year.-

3. With reference to parah
9 of Mr.a Freese's letter, the reasoning co
does not appear conclusive. Had the
Villages been rented, the full amount
of the Durkhast must have been lev=
=ed without any deduction for remis
=sion, and though if they had been
under dumany nothing could have
been received for portions of fields
left waste, or of which the crops
were injured or destroyed, yet from
what Mr.a Freese states in parah
21 of his letter of the 18th.a Septembr
1839. there is reason to believe that
had there not been a general ex=
=pectation of extensive remissions
as a consequence of the new assess=
=ment, much land whereof the co
Crops were injured or destroyed co
would have been more carefully
attended to and brought to maturity
had they been under dumany. Where
remissions for Shares and Palinustam

are expected as a matter of course, the ryot
will often allow his crops to perish, co
rather than run the risk of a deficient Crop.-

4. His Lordship in Council with
reference to the expression used in the co
Minutes of Consultation regarding the
newly settled Villages being chiefly in
the Northern Talooks, observes that 60 per
Cent are in the Northern and 40 in the
Southern.-

5. Mr.a Freese's explanation co
that there was no decrease in the newly
settled Villages of the Northern Talooks
but rather an increase is considered
quite satisfactory, but though a reference
is made to parah 11 of his letter of Sep=
=tember 18th.a as affording proof of the
fact. His Lordship in Council observes
that the Statement appended to that co
parah is distinctive only of the newly
and formerly assessed Villages and
does not shew what is explained in
Mr.a Freese's last letter, namely the
distinction between the Villages of the co
Northern and Southern Talooks. From
the 2d.a parah of the letter under consideration

it

it appears that the meaning of the Minutes of Consultation referred to has not been properly understood, it was not merely because it was a survey assessment that it became incumbent on the Collector to shew that the new mode of settlement was the best, but because it was based on a survey assessment totally unauthorized. Had the Collector of Chingleput been free to act at his own discretion, no remark of this kind would have been necessary. He admits in para 4 of his last letter that an approximating revenue might have been obtained by the old established method of assessment, but the abuses of that System were so great that he considers he was justified in adopting a mode which was not yet sanctioned.

6

Under these circumstances His Lordship in Council is still of opinion that considering the risk of disturbing the future permanency of the settlement and the confidence of the people and the facility

facility of obtaining early orders for his guidance, had a reference been made to the Board, the proceeding of Mr. Reese was premature and open to objection.

To the President & Members of the Board of Revenue.

(A true Extract.)
(Signed) Walter Elliot.
Ag. Sec. to Govt.

8·9

Order thereon;

Ordered that a Copy of the foregoing extract from the Minutes of Consultation be communicated to the Collector of Chingleput, with reference to his letter of the 2d July last.-

From the Ag. Sec. to Government.

To the President and Members of the Board of Revenue

Fort St. George.

10

Gentlemen,

Referring to the Extract from your Proceedings dated 25th March last, I am directed by the Right Honorable the Governor in Council to remind you that your promised report in respect to the Chaumahal Zemindary has not been as yet received, and to request that it's transmission may be expedited.-

Fort St. George,
14th September 1841.

(Signed) Walter Elliot.
Ag. Sec. to Government.

Order thereon.

Ordered to be sent again in circulation.-

10 11

Extract

From the Actg. Sec.y to Government.

Extract from the Minutes of Consultation under date the 6th September 1841.-

12

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

(Here enter 5th August 1841 No. 318)

The Right Honorable the Governor in Council desires the Board of Revenue will prepare a Draft act in accordance with the suggestions offered by Mr. Conolly in the letter which accompanied the foregoing Proceedings, with a view to the same being forwarded to the Government of India.-

To the President & Members of the Board of Revenue.-

A true Extract. (Signed) Walter Elliot. Actg. Sec.y to Govt.

12-13

Order thereon.

Ordered to be brought forward at a future day.-

Read

Read the following Letter.-

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

14

From the Coll.r of Ganjam.-

Sir,

I have the honor to forward a Certificate received from Mr. A. Sutherland a Assistant Collector of this District. Shewing the Sate on which he examined the Revenue Treasury at Chicacole in the Month of July last, as well as the Balance of Cash remaining in it on the day of examination.

Ganjam District, Collector's Cutcherry. Ganjam, 3d September 1841.

(Signed) R. A. Bannerman. Collector.-

I hereby certify that the Treasury at Chicacole was examined by me, on the 30th day of July 1841. and found to amount to Company's Rupees 1,35,629-14-4 which is correct according to the accounts of the Treasury and the remittances received from the Talooks, that is to say.-

	C. Rs	a	P.
Balance in the Treasury on the 20th July 1841.	1,28,429	2	1.
add receipts from 21st to 29th July 1841.	9102	8	5.
	137,531	10	6.
Deduct Disbursements for the same period	1,901	12	6.
Balance remaining.	135,629	14	4

(Signed) A. Sutherland. Junior Asst. Collector.-

14-15

Order thereon,

Ordered to be recorded.-

Read the following Statements.-

Statement.-

11875

Fort St. George 18th September 1841.-

Statement Shewing the Quantity of Salt Stored and Sold together with the Wastage in the District of Ganjam for fusly 1250.-

(16)

Names of the Cotaurs or Depots.	Fusly in which Stored.	Quantity Stored. In each Fusly.	Total.	Quantity Sold.-	Quantity of Wastage.	Per Centage.	Per Centage of Wastage of each Cotaur fixed by the Collector as per Para 18 of the Salt Rules.	Explanation of the Cause of Wastage.-
1	2	3	4	5	6	7	8	9.
		Mds. Ms. Ps. a	Mds. Ms. Ps. a	Mds. Ms. Ps. a	Mds. Ms. Ps. a	Mds. Ms. Ps. a		
1 Ganjam	1248	176376 4						The Wastage of Salt at the Cotaurs of Ganjam, Monsoorcotah, Nowpadah, and Womaravelly falls within the fixed rate of 5 per cent.-
	1249	428 23 6 4 "						
	1250	372 24 8 2 "	978 6 0 6 4	435 13 0 4 4	18 39 6 "	4	145 " 5 at 5 per Cent	
2 Monsoor cottah	1249	138 32 5 5 "						
	1250	95 27 8 2 "	234 2 0 3 "	147 33 0 " "	178 2 "	"	120 4 4 at 5 Ds. Ds	The excess in the Wastage of Salt that occurred at the Itchapoor Pans is attributable to a Quantity of Spontaneous Salt unfit for use and which was subsequently destroyed having been erroneously entered in the accounts as good Salt which had caused an apparent excess in the Wastage for fusly 1250. Vide the remark in the State- ment No. 3 of the Quarterly Salt accounts ending 11th July 1841-
3 Itchapoor	1248	91 27 5 2 4						
	1249	" 35 " "						
	1250	" 213 5 "	92 123 7 4	57 34 6 4 4	3 39 3 "	5	389 " 2 at 5 Ds. Ds	
4 Nowpadah	1249	145 6 118 3 5.						
	1250	1248 244 5 "	2704 36 3 " 5.	1171 28 2 " 6	12 27 4 " "	1	33 " 2 at 5 Ds. Ds	
5 Womaravelly	1249	1050. 246. 3 "						
	1250	706. 156. 1 "	1757 2 4 "	462 145 " "	4 325 6 "	1	16 3 5 at 5 Ds. Ds	
		Total	5766. 354 1 5.	2269 34 1 6.	40 14 1 "	"	" " "	

Ganjam, 3d. September 1841-

E. E. Cooper (Signed) R. A. Bamberman.
Collector

To.

1876 Fort St. George 16th September 1841.

To the Secretary to the

Board of Revenue

Sir, Fort St. George.

(17)

From the Coll.r of Chingleput.

I have the honor to for-
=ward the accompanying State-
=ment of the Wastage of Salt
incurred in fusly 1250. amount-
=ing to Garces 131-110-0. and to
request that sanction may be
obtained for writing off
the same.-

Chingleput District,
Collector's Cutcherry,
Pullecarnay, 13th September
1841.

(Signed) A. Freese.

Collector

Statement

1877

Statement Sh[illegible]ed in the District

Names of the[illegible]s-
Pans or Dep[illegible]

1

1 Chunamb[illegible]
2 Cheyoor[illegible]
3 Pyennoor[illegible]
Codoombak[illegible]
4 Covelong[illegible]
5 Vadasemmur[illegible]
6 Vulloor[illegible]
Voyelloor[illegible]
7 Soonnapago[illegible]
Obasamoo[illegible]

land on remo-
is a moderate

Chingle[illegible]
Coll.r's C[illegible]
Pullecar[illegible]

Statement

11878

Fort St. George 16th September 1841.-

Statement Shewing the Quantity of Salt stored in each heap at the several Cotaurs, and the actual outturn of each heap with the excess and deficiency for the 4th Quarter ending 11th July 1841. in Fusly 1250.-

18

No.	Villages.	Umbarem or Heap-	Estimated quantity of salt Stored in Heap-			actual outturn of each Heap-			Excess-			Deficiency			Remarks-
			Garce	M	S	Garce	M	S	Garce	M	S	Garce	M	S	
		1	10	"	"	10	10	"	"	10	"	"	"	"	
		1	10	"	"	10	5	"	"	5	"	"	"	"	
		1	10	"	"	10	5	"	"	5	"	"	"	"	
1	Poongolum	1	10	"	"	10	8	"	"	8	"	"	"	"	
		1	10	"	"	10	3	"	"	3	"	"	"	"	
		1	10	"	"	10	5	"	"	5	"	"	"	"	
		1	10	"	"	10	3	"	"	3	"	"	"	"	
		1	10	"	"	10	2	"	"	2	"	"	"	"	
		1	10	"	"	10	3	"	"	3	"	"	"	"	
	Totals	10	100	"	"	100	49	"	"	49	"	"	"	"	

North arcot Pl. Coll.rs Cutcherry Pullmanair 11th September 1841.

E. E. per Signed G. M. Ogilvie Pl. Collr.

Ordered-

Fort St. George 16th September 1841.

Order on the 3 foregoing Statements. Ordered to

(16-19)

lie over.-

Read the undermen=

=tioned Statements.-

From the Collector of Ganjam.- Statement

(20)

Shewing the ordinary and extra=

=ordinary Gross charges, for fusly

1250.-

From the Collector of Ganjam.- Statement

(21)

Shewing the ordinary and

extraordinary Gross Collections

for fusly 1250.-

Order on the 2 abovd. Statements. Ordered

(20. 22)

to be recorded.-

Read-

Fort St. George 16th September 1841.

Read the following letter.

To the Secretary to the

Board of Revenue

Fort St. George.

(23)

From the Coll.r of Vizagapatam.

Observing in reference to the Board's letter of the 5th Instant that in the event of the Nuckapilly Estate being attached either for arrears of revenue or in obedience to a precept of Court, there would be no necessity to deprive the Proprietor of the management of the Vencatasamy Pagoda, and in the event of a Minority the management might be entrusted to the Guardian.

Sir,

Para 1. I have the honor to acknowledge the receipt of your letter of the 5th Instant in which you convey to me the opinion of the Board of Revenue that any proposition to transfer the management of the Sree Venkatswara=swamy Pagoda to the Nuckapully Zemindar does not provide for the case of the Nuckapully Estate itself coming into the hands of the Pub=lic Officers either during a Minority on account of arrears of Peishcush, or in obedience to a Decree or Precept of a Court of Law, and it is added in any of these cases the withdrawal would not be final and com=plete. I beg leave to observe in reply that in the event of the Estate being attached either for arrears of Revenue or in obedience to a Precept of a Court, there would be no necessity to deprive the Proprietor of the

Fort St. George 16th September 1841.

the management of the Pagoda. In the event of a Minority, the management might always be entrusted to the Guardian approved of by the Board of Revenue in their capacity of Court of Wards, and it is only in the event of the Estate reverting to Government that a new arrangement would be necessary. This is a contingency not likely to occur for many years and which it does not seem to me expedient to take into consideration at present. If it should be found necessary at a future time to make another arrangement for the management of this Pagoda, we shall have the benefit of the experience of the Systems introduced in Ryotwar Districts and that which gives most satisfaction to the people and is most approved of by the Government can be established here.

2. With reference to the concluding Para of the letter under reply. I beg leave to submit a Draft of the Summd which I propose

Fort St. George 16th September 1841.

propose to take from the Nuckapully Proprietor, and which he is willing to execute.

Vizagapatam Collr's Cutcherry 28th Augt 1841.

(Signed) W. A. Arbuthnot.
Collector.

A.

As you have under orders of Government transferred the management of the Street Venkataswaraswamy Pagoda situated in the Village of Woopmaka in the Zillah of Vizagapatam to me as Proprietor of Nuckapully. I do hereby engage to appropriate the sum of Rupees 1000, Annually paid by Government in lieu of resumed lands, as well as the offerings presented to the Pagoda to the proper expenses of the Pagoda, that I shall keep correct account of all receipts and disbursements on account of the Pagoda which shall be lodged in the Pagoda, and shall be open to the inspection of any one requiring to examine them. I further engage at any time to furnish a Copy of these accounts to any Revenue or Judicial Authority who may require them.

I also bind myself to be responsible to

to the Courts of Justice for any breach of the duties and trusts now undertaken by me.—

I do also further engage that I, my successors, heirs, and executors shall be bound by this agreement.—

/ Signed / W. W. Arbuthnot
Collector.

Read again also letter from the Collector of Vizagapatam dated 17th July and entered in Consultation 15th Ultimo.

(23. 24)

Order thereon,— Ordered that the letters from the Collector of Vizagapatam respectively dated the 17th July & 28th August 1841. be submitted for the consideration and orders of the Right Honorable the Governor in Council with reference to Mr. Chamier's letter of the 12th June last.—

Letters to Vizag. 8th Sept. 1841.

Letter to B. of R. June 1841.

2. In Mr. Arbuthnot's first letter a Statement is furnished of the number of Pagodas & the sums paid to each from the Treasury in his District. these amount to 50 separate institutions, but the payments to each are exceedingly small, with one exception, the Ruckapully Pagoda.—

This

3. This institution enjoys an Income of Rupees 1,000 per Annum from the Treasury. Previous to the introduction of the permanent settlement it is stated to have possessed as an Endowment, the Revenue of the Ruckapully Village, which yields a Rupees 1,200 per Annum. The Village was resumed and an allowance of Rupees 1,000 per Annum made in lieu thereof by Government.—

Mr Arbuthnot proposes to transfer the management of this Pagoda to the Proprietor of the Ruckapully Estate in which it is situated. The Zemindar is willing to undertake the duty and responsibility. In case of the Minority of the Proprietor, the guardian approved of by the Court of Wards will assume the duty for the Proprietor; form of a Summud proposed by Mr. Arbuthnot and assented to by the Zemindar is also forwarded in his communication of the 25th August.

4. This is the only Pagoda in Vizagapatam in which the superintendence or management

Fort St. George 16th September 1841.

management has been exercised by the Collector. In 49 other institutions small payments are made from the Treasury to the Worshippers, but no interference takes place with their internal arrangements. The Worshippers are named, the Collector observes, in the permanent Settlement Accounts, and the allowances which seem to be of a personal nature, descend in the same manner as any other real property.

6. If Government sanction the arrangement proposed, the interference of Public Officers in the internal arrangements of Religious institutions in the Vizagapatam District will have terminated, and Mr. Arbuthnot's arrangement seems simple and unobjectionable.

7. The Board are further of opinion that any sums in deposit on account of this Pagoda may be given over at once to the Zemindar of Nuckapully.

8. This is the first arrangement which the Board have been enabled to report from any

Fort St. George 16th September 1841.

District. Little difficulty is anticipated in giving effect to the orders of Government in like manner in the other Districts of the Northern Circars, but in the Southern Districts much difficulty and embarrassment will arise both from the absence of fit Persons to entrust the management of Pagodas, the magnitude of the Revenues, the Number of the institutions and the local Jealousies of Sects and Castes.

9. The Board have as yet received but few reports from the several Districts & the arrangements in these have not been matured in a shape that can be approved, or laid before Government with a view to obtain sanction. They will lose no time in submitting the arrangements of each District as they are completed, but, care is required to mature the suggestions of the several authorities and to frame a system suited to the peculiarities of each province as free as possible from objection. In endeavouring to effect this it is feared that more time will be required than the Government and the Home Authorities anticipate, for the Board of Revenue can hardly expect that [illegible] to each [illegible] settled [illegible]

11887. Fort St. George 10th September 1841.

Statement Shewing the Quantity of Salt in Store and ready for exportation to Calcutta at the undermentioned Port up to 6th September 1841 as per letter from the Board of Revenue under date 12th July 1841.

25

	Quantity of Salt permitted to be exported to Calcutta in the year	Quantity already exported up to 6th September 1841.	Quantity remaining to be exported.	Quantity actually in store and ready for exportation	Remarks.
	Maunds	Maunds	Maunds	Maunds	
Coringa	50,000 "	19,770. "	30,230. "	30,230 "	A very small Quantity still remains to be shipped, the rainy weather and high freshes having prevented the Vessels from completing their Cargoes.

Zillah Rajahmundry.
Coll[r]s Circuit Cutcherry, &c.
Toomy, 9th September 1841.

E. E. 7th / Signed / G. A. Smith.
Collector.
Statement.

11888. Fort St. George 10th September 1841.

Statement Shewing the Quantity of White Salt in Store and ready for Exportation on account of the Calcutta Indent for 1840/41. at the undermentioned Ports in the Zillah of Nellore up to 8th September 1841.

26

No.	Names of Ports.	North Latitude.	Quantity of Salt permitted to be exported to Calcutta in the year 1840 and 1841.	Quantity already exported.	Quantity remaining to be exported.	Quantity already stored and ready for exportation.	Quantity of Salt manufactured and remaining unsold estimated in Heaps.	Remarks.
1	2	3	4	5	6	7	8	9
		° ' "	B. M.	B. M.	B. M.	B. M.	B. M.	
1	Esmapully	14	44 1,30,000	12,780.	1,17,220.	1,17,220.	°	
2	Gogoolapully	14	39 10,000	"	10,000	10,000	°	
3	Vurnee	14	37 10,000	"	10,000	10,000	°	
			1,50,000	12,780	1,37,220	1,37,220.	°	

Nellore, &c.
Prin[l] Coll[r]s Cutcherry, &c.
13th September 1841.

E. E. 7th / Signed / J. W. Stonhouse.
Prin[l] Collector.
Statement.

11890. Fort St. George 18th September 1841.

Statement Shewing the Quantity of Salt in Store Ready for exportation at the Beach of Ennore from 6th to 12th September 1841.

(28)

	Quantity of Salt permitted to be exported to Calcutta in 1841.	Quantity already exported.	Quantity remaining to be exported for the year 1841.	Quantity actually in store at the Depôt ready for exportation.	Remarks.
	Bengal Mds.	B. Md.	B. Md.	B. Md.	
Madras	1,00,000	4,490.	55,060.	8,255.	The Malcolm has arrived at Ennore to commence the Shipment of Salt applied for on her account.

Madras 13th September 1841. } E. E. Fr. /Signed/ A. Robertson. Collector.

(25. 29)

Order on the 4. foregoing Statements } Ordered to be recorded.

Read

11889 Fort St. George 10th September 1841.

Statement of Salt for Exportation to Calcutta from the Port of Cavelong in the Gullah of Chingleput up to 7th September 1841.

(27)

Quantity of Salt permitted to be exported.	Quantity already Exported.	Quantity remaining in Store ready for exportation on the Beach.	Quantity actually remaining to be exported.	Remarks.
For 1840/41.				
Bengal Mands.				
3,00,000	11,473.	2,88,527.	111,375½	100,282½

Chingleput District Collr's Cutcherry 7th September 1841. } E. E. Fr. /Signed/ A. Freese. Collector.

Statement.

Fort St. George 16th September 1841.

30

From the Coll.r of Masulipatam.

Reporting the arrangements which would remove the difficulties in carrying into effect the views of Government for the settlement of the affairs of the Zemindars of Noozeed and Nadadavole.

Read the following letter.

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

Sir,

I have the honor to acknowledge the receipt of your letter under date the 2d. ultimo, transmitting Copies of the correspondence noted in the margin relative to the affairs of the Zemindars of Noozeed and Nadadavole, and desiring me, in the event of the proposals as communicated in the Extract from the Minutes of Consultation dated 12th June last appearing to involve any difficulties in their execution, to report on the measures which appear to me best calculated for their removal.

To Govt. 22d October 1840.
From Do. 12th June 1841.
To Do. 24th Do. 1841.
From Do. 20th July 1841.

2. There are 3 parties concerned in the present arrangements. 1st. The Government to whom a large balance of Peishcush is due. 2nd the Zemindar of Noozeed who holds a mortgage over the whole Estate of Nadadavole, and 3rd the bond Creditors and the relations of the family who have claims on the Estates.

3. In pursuance of a Precept from the Provincial Court and in conformity with the terms of a Rauzenamah entered into between the Zemindars of Noozeed and Nadadavole, a writ of execution has issued out against the latter Estate, directing the sale of a sufficient portion thereof, to answer the amount of the instalments that had become due.

4. In the present exigency it is clear that there are but two alternatives open for selection. Either the law must be allowed to take its course, or a compromise or private arrangement must be effected between all the parties concerned. A compromise cannot be considered complete, which however advantageously it may adjust the claims of two of the parties still enters into no definite

arrangement

Fort St. George 16th September 1841.

arrangement or makes no distinct provision for those of the 3d. party. Moreover, it is indispensable that the compromise should contain no provisions which might be impugned by one of the parties on the score of their legality, such as the act of throwing the whole balance of Peishcush on the reserved portion of the Nadadavole Estate, and besides it is to be apprehended that the creditors whose concurrence had not been obtained would insist on a sale of the remaining portion of the Estate under any circumstances unless some arrangement were speedily entered into with them for the settlement of their claims. They would naturally take advantage of the Nadadavole Zemindar's necessities and his strong desire to avoid a sale, and would extort from his fears what would not be accorded by a sense of justice. Thus the Zemindar would be involved in fresh difficulties

difficulties, he would not be able to satisfy their exhorbitant demands, and pay the annual demand of Peishcush, a further large accumulation of arrears would take place, and the Estate would pass from the family for ever, unless after two successive remissions, amounting probably to several lacs of Rupees, the Honorable Court of Directors, at the recommendation of Government, were pleased to restore it by a new summud.

5. These are the objections to which the proposed arrangement is liable in its present shape, and it was for these reasons that in Para 8 of my letter dated 18th August 1840, I urged the expediency of advancing the sum of a lac of Rupees and have been for some time endeavouring, tho' in vain, to effect a composition with all the creditors for the amount of their several claims.

6. Having now discussed the subject of a private arrangement or compromise, I shall proceed to consider the only other

other alternative left to us Viz. a public sale. Government in the Extract from the Minutes of Consultation dated 12th June last have proposed that the Madadavole Zemindary should be brought to sale, that part of it which the Moozeed Zemindar is desirous of obtaining, being separately appraised according to its relative value and sold to him at public Auction for the full amount of his debt, and the other portion being purchased for Government, provided it does not sell for more than the total amount of arrears of Peishcush due at the time of sale.

7. A Public sale appears to me to be the only expedient by which the Zemindar can be relieved from his embarrassments, but there are strong objections to selling it by two separate lots, or subdivisions. 1st the subdivision accounts have not yet been finished and consequently great delay would take place before the portions of the Estate

Could

could legally be brought to sale, if the Noozeed Zemindar would not at a public sale bid for the Purganahs proposed to be transfered to him up to a sum at all approximating to the full amount of his claim, and would, in the event of his claim being admitted, to take precedence of the Peishcush, insist on the further balance that might be due being paid from the sale proceeds of the remainder of the estate.

8. The claim of the Noozeed Zemindar is worthy of every consideration, but under the peculiar circumstances attending the original transaction by which the money was lent from the surplus funds of the Estate during his minority, and the subsequent Ranzeenamah which took place between the Zemindars of Noozeed and Nedadavole after they had attained their majority, I am of opinion the Government is not legally bound to postpone its claim for arrears of Peishcush, to the claim of the

Noozeed

Noozeed Zemindar, and that it is only morally bound to make good the amount which would have been due, supposing the money had been invested in Government securities.

9 The money was lent for the good of the Estate of Noozeed, and at the recommendation of the Minor's Guardian, at a high interest of 12 per Cent per annum, while Section XVI, Regulation V of 1804, under which loans are authorized to be made from the surplus funds arising in the Estates of Minors, expressly declares that those funds shall be lent on the best security, or, in other words appropriated to the purchase of the Public Securities of Government at the expiration of his minority, the Zemindar of Noozeed might have brought an Action against Government for misappropriation, inasmuch as the Bond, according to which the money was lent during his minority, contained no provision for the sale of the Estate mortgaged, and postponed

its

its recovery to an indefinite period or to the discharge of the annual Peishcush under the management of the Officers of Government; and further as the loan itself was granted contrary to the intention of the above quoted Regulation. But though the claim of the Noozeed Zemindar to recover from the Government the amount that would have been due had the money been invested in Government Securities was perfectly good and legal in the first instance, it became invalid immediately after the execution of the Ranzeenamah. 1st by because the contracting parties to the Ranzeenamah had attained their Majority, and 2dly because by that agreement the Noozeed Zemindar had on the one hand obtained full power of sale, and the Nedadavole Zemindar had on the other hand secured the means of prospering himself of his Estate, and thus removed the objectionable restrictions contained in the original Bond.—

Statement

10. Statement No. 1. has been prepared shewing the amount which would be due to the Noozeed Zemindar after deducting payments already made to him, supposing the sum of Rupees 3,00,000 due on the Bond No. 2. had been invested in the 5 per Cent loan. The balance due to the Noozeed Zemindar, and which Government are morally bound to discharge or to cause to be paid to him from the Estate mortgaged, amounts to only Rupees 15,276—12—0, and as he agrees to accept an equivalent in land, it is by all means desirable to effect this object in a regular and legitimate manner.—

11. The Noozeed Zemindar, as will be seen by Copy and Translation of his Urzee No. 3, proposes that the whole Estate of Nedadavole should be put up to Auction entire for the aggregate amount due on account of the balance of Peishcush and of the full

amount

amount of his claim Viz.t Rupees 7,65,984 15 6. as noted in the Margin, and that in the event of Government bidding for the same accordingly and its being knocked down to it as the highest bidder, he will gladly accept of the Purganahs of Pentapandoo Goondoojolanoo, and Ichavendra Mootah at the lands of Government in lieu of all demands whatsoever.—

	L. No.	A.	P.
Balance of Peishcush exclusive of Interest due up to this date.—			
For Fusly 1246	69,236	13	9.
" 1248	1,23,065.	3	10.
" 1249	38,060.	4	0
" 1250	73,658.	9	4.
	3,04,020.	14	11.
Add amount of Debt due to the Noozeed Zemindar with interest up to 1st August 1841.—	4,51,964	0	7.
Total	7,65,984.	15	6.

12. This arrangement appears to me to be very simple and unobjectionable in every respect, and in the event of it's being approved of.

of, there appears to be no difficulty in carrying into effect the views of Government as communicated in Para 7 of the Extract from the Minutes of Consultation dated 12th June last.—

13. In conclusion, I beg leave to request that the definitive orders of Government may be communicated to me as soon as practicable, in order that the Noozeed Zemindar may obtain a further warrant from the Provincial Court for the sale of a sufficient portion of the Nedadavole Estate to cover the amount with interest now due to him, the former Warrant having issued on account of the amount due on the 4th instalment and its interest only Viz.t Rupees 76,887 2 6.

	L. No.	A.	P.
Amount of 4th Instalment	50,000	—	—
Interest up to 31st August 1886	26,887	2	6.
Total	76,887	2	6.

Masulipatam, Coll.rs Cutcherry, 4th September, 1841.—

/Signed/ P. Grant. Collector.

Statement.

1901.

Fort St. George 10th September 1841.

No. 1.

Statement shewing the interest Dca. of the sum of Rupees 3,00,000 borrowed of Rajah Sobanadry Apparow the Zemindar of Noozeed during his Minority by the late Rajah Venkatanarsimha Apparow the Zemindar of Nedadavole, on Monday the 12th increasing Moon of Chaitrum year Paurtheva, corresponding with 21st March 1825 by executing a Bond in the name of Chettepully Ramiah the Guardian.-

	Rupees	A.	P.
Principal according to the above Bond of the 21st March 1825	3,00,000	"	"
Interest thereon from the date of the Bond to the end of August 1841. at 5 per Cent per Annum, the interest according at that rate for every 3 Months being added to the principal and compound interest being calculated thereon is	1,87,392	11.	"
Total	4,87,392.	11	"

Deduct.

Amount paid by the late Rajah Venkatanursimah Apparoo			
Amount paid on the 6th April 1826	40,693	4	"
Do Do on the 20th Do Do	15,366	12	"
Do Do on the 25th July Do	59	4	4
Total amount paid on account of 1st Instalment	56,059	4	4
Amount paid on the 4th April 1827 on account of the 2d instalment	62,000	"	"
	118,059	4	4
Amount paid thro' the medium of the Collector during the Minority of the Nedadavole Zemindar on the 10th December 1832	30000	"	"
Amount paid by the present Zemindar after the filing of the Razeenamah in the Court.-			
Amount paid on the 13th September 1835 on account of the 1st instalment	53,150	"	"
Do Do on the 10th February 1837 on account of the 2d instalment	61,733	5-	4
Do Do on the 10th January 1838 on account of the 3d instalment	30,000	"	"
Do Do on the 18th June 1838 on account of Do	37,173	5-	4
	1,82,056	10-	8
	3,30,115	15	"
Remaining balance up to 31st August 1841	1,57,276	12	"

Masulipatam Collr. Cutcherry 4th September 1841.

E. E. Jr. / Signed / P. Grant. Collr.

Translation

Fort S.t George 16.th September 1841

Translation of a Bond Executed on 21.st March 1825 by Rajah Venkatanursimmah Appa-row Bahader to Settypully Ramiah Guard-an to Sobanadryrow Minor Zemindar.

I have borrowed through you on account of my necessities the sum of three lacs of Rupees belonging to the Minor Estate in deposite in the Treasury of the Collector of Masulipatam, to bear interest at the rate of one Rupee per Cent per Mensem. I have given in pledge to you for this debt, the Permanent Cowle granted by the Honorable Government for the Purganahs of Nedadavole, Pentapaudoo, Bu-rugilly, Goondoogolanoo, and Umberpetta as well as those Talooks themselves as also the Villages of Penjendra Gunnavarum, Gunnoor Chen-dra, Tandegadapa Panamacoor, and Moongo-

The following are the instalments fixed for the discharge of the abovementioned Principal & Interest - 15.th Increasing Moon of Palgoonum

Fort S.t George 16.th September 1841

the year Paundava fifty thousand Rupees with interest on that amount up to that date 15.th Increasing Moon of Palgoonum in the year Veya fifty thousand Rupees with interest on that amount up to that date 15.th Increasing Moon of Palgoonum Survajittoo year 50000 Rupees with interest upon that amount up to that date 15.th Increasing Moon of Palgoonum year Sunadharee fifty thousand Rupees with interest on that amount up to that date 15.th Increasing Moon of Palgoonum year Vurodhee 50000 Rupees with interest upon that amount up to that date.

15.th Increasing Moon of Palgoonum year Va-kroote fifty thousand Rupees with interest on that amount up to that date.

I will discharge the Princi-pal and Interest according to the abovementioned instalments on the day they severally become due. I Consent to the conditions that in the event of my failing to pay when due the Principal and Interest of any one Instalment, the Collector of Masulipatam, since Sobanadryrow

is

is a Minor and his Zemindary under the authority of the Court of Wards, is to Zuft the whole of my Zemindary as above Mortgaged and out of Collections made after discharging the Peishcush payable to the Government, and the Charges Collector is to take the remainder on liquidation of the aforesaid balance, and after the whole Principal and Interest of the said instalments shall have been paid that he to remove the Zuft. Thus I agree that shall be done after having discharged agreeably to the abovementioned conditions the whole amount of Principal and Interest of this Bond, I will take back this bond and the Permanent Cowle of my Talook which I have given in pledge to you. It is agreed that the payments on the bond be endorsed on the back of it, therefore I will not raise objections as to having separate receipts or in any other way. Dated 25th Mar

March 1825

[Signed] Apparow [seal]

[True Translation]

[Signed] P. Grant.

Collector

No. 3.

Translation of a Razenamah presented to P. Grant Esqre Collector &c. in the Zillah of Masulipatam by Rajah Sobhanadry Apparow Bahader Zemindar of Noozeed &ca Purganahs.

Dated at Goodoor the 28th August 1841.

According to the Rajenamah No. 6 of 1835 dated 8th and presented in the Northern Provincial Court on the 17th March of the same year by me and Rajah Nariah Apparow the Zemindar of Nedadavole relative to the debt due by him to me and in which Nariah Apparow agreed to pay in 8 instalments, the sum of Rupees 4,04,234-14-3 together with interest at 12 per Cent per annum, the Sum of Rupees 1,82,065-10a-8p Viz. Rupees 150,000 on account of the 1st 2d and 3d instalments

and

For. S.t George 16th September 1841.

and Rupees 32,065-10-8 being the interest th
=on has been paid to me, leaving the amount
still due to me by the said Nariah Appa
at Rupees 4,51,964-4-7 Viz.t Rupees 2,54,234-4
due on account of the remaining 5 instalments
and Rupees 1,97,729-2-4 being the interest th
=on up to 1st August 1841. The Provincial Court
having on the 25th October 1838 issued a Prec
directing the attachment Subdivison and sa
sale of the said Estate in satisfaction of the
sum of Rupees 50,000 being the principal
of the 4th instalment and also the interest
thereon up to the end of august of that year
Viz.t Rupees 26,887-2-6. I and the said Na
-riah Apparow presented to your honor two
Rajenamah Petitions on the 26th and 27th
January 1840 respectively. in which it was
stipulated among other Conditions that the
Purganahs of Pintapaudoo, Goondoogolanoo
and also the Mootah of Chavendra consisting
of 6 Villages should be sold and transferred
to me in full satisfaction of the Principal
and interest due to me on account of the
said

For.t S.t George 16th September 1841

said Rajenamah and that the Purganahs of
Nedadavole and Baharzully and the Mootah of
Umberpettah which were to be retained by the
said Nariah Apparow for himself should be
answerable for the balance of the Peishcush
due on the said Nedadavole Estate. But as your
honor has now informed me that Government
entertain some doubts as to the practicability
of carrying the said Rajenamahs into ex=
Execution, and as there is a large balance of
Peishcush outstanding against the said ex=
Nedadavole Estate, I beg to state that, as soon
as Government, having exposed the whole
of the said Estate entire to public sale on
account of the balance of Peishcush, and the
debt due to me by the Rajenamah, and having
bid for the same as highest bidder up to any
sum within the aggregate amount due on
both the said items, shall (whatever may be
the price at which the Estate may be knocked
down to Government) make over to me the
Purgannahs of Pintapaudoo, Goondoogolanoo,
and the Mootah of Chavendra consisting of

6.

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Fort S.t George 16.th September 1841

6 Villages I hereby freely and willingly state that I shall execute and tender a receipt acknowledging the payment of the full amount of Principal and interest &.c.a due to me by Nariah Apparow on the Rajeenamah No 6 abovementioned, Endorse the same on the back of the Rajeenamah, present a petition to the Provincial Court on the subject and thereby relinquish all my claims on account of the Rajeenamah in question. I further beg to state that after the said Pentapaudoo &.c.a Purganahs shall have been put into my possession neither I, myself, nor my heirs shall bring any claim whatever at any time on account of the Principal or interest or any other sums connected with the said Rajeenamah.

(Signed) Rajah Sobhanadry Apparow Bahader

Witnesses
(Signed) Vemsaty Ramanah
Veejapoora Ramchendrarow

Presented before me this 28.th August 1841
(Signed) P. Grant
Collector

Ordered

11909

Fort S.t George 16.th September 1841

Ordered that the following address be submitted in consequence.-

To the Chief Secretary to Government

Sir

(30. 31)

To the A.t Chief Sec.y to Government ..

Para 1. As directed by the Extract from the Minutes of Consultation of the 20.th July last, the Board of Revenue have placed themselves in communication with the Collector of Masulipatam with a view to give effect to the arrangement ordered in an extract from the Minutes of Consultation of the 12.th June 1841. for the adjustment of the affairs of the Nedadavole Zemindar Mr. Grant's reply to the Board's reference is now forwarded for the orders of Government.

in Cons.s 2 augt 1841.
in Cons.s 2 sept.r 1841.
4 in Cons.s 14 sept.r 1841.

2. Mr. Grant it will be seen considers it will be inexpedient to bring the Estate to sale in two divisions as surmised by the Board he states that at a Public sale the Noozeed Zemindar would not bid for the Purgunnahs proposed to be transferred to him up to a sum at all approximating to the full amount of his

Fort S.t George 15th September 184

his claim and besides the difficulty
of throwing upon one division of the
Estate the entire Government arrears
to the prejudice of the private credit
appeared to offer an obstacle to
the arrangement that could not
easily be surmounted.

3. Under these circumstan
he proposes that the entire Estate
should be put up to auction for
the aggregate amount of the Ba
-lance of Peishcush and of the claim
of the Noozeed Proprietors there
This amounts to the very large sum
of Rupees 7.55.984-15-6-1 Viz.t Gover
-ment Peishcush up to September
Rupees 3.04.020-14-11 and Rupees 4.51.964
-7 Principal and interest of the Noozee
debt up to 1st August 1841 There is no
likelihood of any body competing
against Government for the purchase
so that when acquired it will be in
their power to dispose of the Zemin
dary as may be thought fit.

The

Fort S.t George 15th September 1841

4 In the event of Govern
-ment purchasing it, the Zemindary
of Noozeed, Mr. Grant reports, will
gladly accept the Purgunnahs of
Pintapaudoo, Goondagolanoo, and Cha
-vindra Mootah at the hands of
Government in lieu of all demands what
-soever. And Government as proposed
in Para 7 of the Extract from the
Minutes of Consultation of the 12th June
will be enabled if they should see
occasion to restore the remainder to the
Nedadavole Zemindar under a new
Sunnud on his satisfying all demands
against him.

5. Upon the whole this
arrangement is considered by the Board
the most satisfactory that can be
made and they direct me accordingly
to request that authority be given for
carrying it into effect in order that
the necessary subdivision may take
place.

Revenue Board Office
Fort S.t George - - - -
15th September 1841 - -

(Signed) P. B. Smollett
Sect.y

Read.

11912 Fort S.t George 16.th September 1841

Read the following letter

To the Secretary to the
Board of Revenue
Fort S.t George.

32

From the P.e Coll.r of Cuddapah — Sir,

I have the honor to forward the Demand Collection and Balance Statement for the Month of July last.

The Land Revenue for Fusly 1250 amounted to Rupees 20,07,494-6-" of which Rupees 19,46,407-14-" were collected within the year leaving a Balance at that period of Rupees 61,086-8- the sum of Rupees 41,601-1-7 having been collected within the Months of August there is now remaining the outstanding balance of Rupees 19,485-6-5 of which Rupees 6-5 will be collected and the remaining sum is doubtful.

The Sayer Revenue amounts to Rupees 2,14,580-2-10 of which Rx. 202,554-8-7 was collected within the fusly leaving a balance of Rx. 12025-10-3 which has been brought to account in the Current Month.

Of the abkarry rents amounting to Rupees 98,688-" the Collections were within the fusly by Rupees 97,372-9-4 leaving a balance of Rx. 1315-" and this will be shortly recovered.

The Small Farms and Licences amounted to Rx. 17,651-1-8 of which the Collections within the fusly was Rx. 16,490-13-10 leaving a balance of Rupees 1160-3-10 the August Collection was Rx. 836-6-2 and the remainder Rupees 323-13-8 will hereafter be made good.

The Moturpha demand including the Vessabady amounts to Rupees 137673-15- of which the sum collected within the fusly was Rx. 134,316-1-1 leaving a balance of Rx. 3,357-14-9 the August collections are Rupees 1,919-1-11 and the remaining ..... balance Rx. 1438-12-10 of which Rupees 1188-12-10 may be collected and the rest is considered to be doubtful.

Cudd.pah — Pk. Coll.rs Office — 27.th August 1841 — Comp.d S.R.

(Signed) W. Ashton
Pk. Coll.r

Ordered

11913 Fort S.t George 16.th September 1841

Ordered to be recorded.

Order thereon.

Read the following letter.

32. 33

To
The Secretary to the
Board of Revenue
Fort S.t George.

34

From the Coll.r of Chingleput — Sir,

Submitting Statements of the Extra sources of Revenue of the Chingleput District for Fusly 1250, and explaining the Increase and Decrease with the Revenue of Fusly 1249. A.D.S.r & C.d Nos. 1/64

Para 1. I have the honor to request you will lay before the Board the accompanying Statements of the Extra sources of Revenue for Fusly 1250. The gross Revenue amounts to Rupees 5,66,285-14-3 being Rupees 2772-5-" or ½ per Cent less than the Collections of the preceding fusly as shewn below.

	Fusly 1249			Fusly 1250			Increase			Decrease		
	Rx.	a	p	Rx.	a	p	Rx.	a	p	Rx.	a	p
Salt	4,04,508	15	"	3,97,695	"	10	"	"	"	6,813	14	2
Sayr	53,805	12	9	55,019	7	9	1,213	11	"	"	"	"
Abkarry	61,900	"	"	68,400	"	"	6,500	"	"	"	"	"
Sundry Small farms and licences	19,518	13	6	16,907	14	1	"	"	"	2,610	15	5
Moturpha	133,39	8	9	13,484	13	1	145	4	4	"	"	"
Stamps	15,985	1	3	14,778	10	6	"	"	"	1,206	6	9
Total	5,69,058	3	3	5,66,285	14	3	7,858	15	4	10,631	4	4
Nt Decrease										2,772	5	"

Three

Fort St. George 16th September 1841.

2. There is a net decrease under the head of Salt amounting to Rs. 6,813-14- but the actual decrease in the sales of Salt for inland and home consumption in the fusly under review compared with the preceding one was Rs. 10,829-7- the difference Rs. 4,015-8-11 being the value of Salt sold for Exportation to Calcutta. The decrease in the sales of Salt for home and inland consumption may be attributed to the suspension of sales at the Depôt of Covelong from the 26th January to 31 May in consequence of the salt then in store having been reserved for exportation by Sea, and to the resort of the dealers being for a time impeded by the effects of the gale in May. I may however mention that within a few days after the termination of the Fusly or within the 31 July, when the weather was clear and there was forage for the Cattle, the decrease was made up, there being then an increase in the sales as compared with the same period of the preceding year amounting to Rupees 12,744-8-

3. The increase of Rupees 1713-11 under the head of Sayer has arisen partly from the duty on Betel leaves having been rented for a sum exceeding the rent of the preceding year by Rupees 920 and partly from duty on Cloths collected under Amany.

Shere

Fort St. George 16th September 1841.

4. There is also an Increase of Rupees 6,500 under the head of Abkarry this branch of Revenue having been rented for a sum exceeding by that amount the rent of the preceding Fusly.

5. The decrease of Rupees 2,010-15-5 under the Head of Sundry small farms and Licences has arisen from decreased demand for the Jaiwood and Cheyroot from Sreeharicottah, the stock on hand being large.

6. In Moturpha there is a small increase of Rupees 145-4-4 arising from an augmentation in the Number of Shops and in the Collections during the feasts of Conjeveram &c.

7. The decrease of Rupees 1206-6-9 in the Stamps is more apparent than real, as in the Collections of Fusly 1249 was included the sum of Rupees 2,784-10-3 realized from the sale of the property of a defaulting stamp vender. There is therefore an actual increase under this head of Rupees 1578-3-6.

8. The Demand Collection and Balance on account of the Extra sources of Revenue are shewn in the subjoined Statement.

Demand

11917

Fort S.t George 16.th September 1841.

These Balances are in course of realization.

I also forward agreeably to the Board's orders of the 22.d June 1837 two Comparative Statements shewing the quantity of Salt manufactured and the places for which Rowanahs were given.

Nos. 5 and 6

Singlepatt Districts
Collectors Cutcherry —
Pullecamay 13.th Sept.r
1841.

[Signed] A Freese
Coll.r

Statements.

11916

For.t S.t George 16.th September 1841.

Collection

	Demand						Collection						Balance		
							From 12.th July to 13.th Sept.r 1841.						To Ld.		
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p
Salt	397,695	"	10	"	"	"	"	"	"	397,695	"	10	"	"	"
Sayer	55,019	7	9	7	9	8	979	14	1	55,019	7	9	"	"	"
N.o Rowahs	68,400	"	"	9	11	9	2,363	6	1	68,400	"	"	"	"	"
Sundry small farms & Licenses	10,907	14	2	4	4	1	2,289	6	1	12,812	4	11	4,095	9	2
Moturpha	13,484	13	1	6	"	1	2,613	"	10	12,051	6	10	833	6	3
Stamps	14,778	10	6	14	7	10	18	10	6	14,778	10	6	"	"	"
Total	560,285	14	3	553	111	3	8,245	11	7	561,350	14	10	4,928	15	5

Please

11918

Fort St. Georg

5th September 1

A

Statement shewing the Demand, Collection

balance under each and 12 50

Fusly 1249.

	Settlement of Fusly 1249.	Collection to the 11th July 1840	Extra Collection	Total Collection of Fusly 124	Balance of Fusly 1249 on the 11th July 1840.	Settlemen of Fusly 1250	Remarks.
	1	2	3	4	5	6	
	Rs a p	Rs a p	Rs a p	Rs a	Rs a p	Rs a	
Salt	4,04,508 15 "	4,04,508 15 "	75 "	5,04,583 15			15
Sayer	53,805 12 9	53,805 12 9	138 3 1	53,943 15			
Sea Customs	" " " " " "	" " " " "					
Abkarry	61,900 " "	57,576 13 8	" 10 6	57,577 7			
Sundry small farms & Licences	19,518 13 6	13,438 12 7	50 " 2	13,488 12			
Moturpha	13,339 8 9	9,309 12 7	250 12 7	9,560 7			
Stamps	15,103 5 3	15,103 5 3	881 12 "	15,985 1			
Total	5,68,176 7 3	5,53,743 7 10	1,396 6 9	5,55,139 14	14,432 15 5	5,64,818 2 3	

Chingleput District Collecto

Cutcherry, Pulle

Statement

		14432 15 5
	4th July 1250	
" " "	39,695 "	4323 2 4
	1 farms	5939 15 "
" " "	55,019 7	
		3,921 " 2
		14,184 1 6
" " " " "		140 1 11
		108 12 "
		248 13 11
	6 10	13174 11 "
4323 2 4	68,400 "	
6,080 " 11	16,907 14 1	this day
		979 14 1
		2,303 6 1
4,029 12 2	13,484 13 11	farms &
		2,289 6 7
		2,613 " 10
" " "	13,310 14 6	8,245 11 7
	alance	
	farms &	4095 9 2
		833 6 3
		4,928 15 5

11919

Fort St. Geor[illegible] 4th September 1841

Statement shewing the Demand Collection, an[illegible]

Balance due on account of former Fusleis for fusly 1250.

	Total Demand on account of Old arrears at the close of Fusly 1249			Arrears on account of Fusly 1248.			Collections and Remissions on account of Fusly 1248			Balan[illegible]		
	1			2			3			4		
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p
Salt	"	"	"	"	"	"	"	"	"	"	"	"
Sayer	"	"	"	"	"	"	"	"	"	"	"	"
Sea Customs	"	"	"	"	"	"	"	"	"	"	"	"
Ab Karry	"	"	"	"	"	"	"	"	"	"	"	"
Sundry Small Farms & Licences	22	12	"	23	2	1	19	10	1	3	8	
Moturpha	195	11	"	159	10	"	8	"	4	151	9	
Stamps	"	"	"	"	"	"	"	"	"	"	"	"
Total	218	7	"	182	12	1	27	10	5	155	1	

Arrears due on account of Fusly 1249			Collections and Remissions on account of Fusly 1249			Balance			Total Collections and Remissions of old arrears in Fusly 1250,			Total Balance or of Cols. 4 and 7			Remarks
Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	
"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
4323	2	4	4323	2	4	"	"	"	8	"	"	143	9	11	
6080	"	11	5939	15	"	140	1	11	1	8	"	260	5	8	
4029	12	2	3921	"	2	108	12	"	"	"	"	"	"	"	
"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
14432	15	5	14184	1	6	248	13	11	9	8	"	403	15	7	

Chinglepat District
Collector's Cutcherry
Pullecarnay 13th Sept. 1841.

E. E. J.

[Signed] A Freese
Coll.

Statement

11920

Fort St. George 16th September 1841.

C

Statement explanatory of the difference between the Printed form and the Statement A

	Fusly 1249 Rs a p		Fusly 1250 Rs a p
Sayer Collections.			
As per Statement A Col 4	53,943 15 10	Col 9	54,126 10 6
Collection on account of Fusly 1248	663 9 4		
Total as per printed Statement	54,607 9 2		
Ab Barry Collections			
As per Statement A Col 4	57,577 8 2	Col 9	66,036 15 9
Collection on account of Fusly 1248	4,966 10 8	Collection on account of Fusly 1248	4323 2 4
		Collection on account of Fusly 1249	10,567 15 3
As per Statement A Col 4	13488 12 9	Col 9	8 " "
Collection on account of Fusly 1248	4528 5 8	Collection on account of Fusly 1248	19 10 1
		Collection on account of Fusly 1249	5939 15 "
			16535 8 4
Total as per printed Statement	18017 2 5		
Moturpha			
As per Statement A Col 4	9560 9 2	Col 9	10,051 1 1
Collection on account of Fusly 1248	3092 8 3	Collection on account of Fusly 1245	1 8 "
		Collection on account of Fusly 1248	8 " 12
		Collection on account of Fusly 1249	3921 " 2
			13981 9 7
Total as per printed Statement	12653 1 5		

Chingleput District
Collector's Cutcherry
Pallecarnay 13th September 1841.

E. E. F.S. / Signed / A. Freese
Coll.

Statement

11921

Fort St. [illegible]

4th September 1841

Statement shewing the Details of the Collections and the Extra sources of Revenue in the Zillah of Chengleput for Fusly 1250.

Item	Fusly 1249	Fusly 1250	Increase	Decrease	Remarks
1	2	3	4	5	6
	Rs a ps	Rs a ps	Rs a ps	Rs a ps	
Salt					
Collections	4,04,508 15 "	3,97,695 "		6,813 14 2	This Decrease has arisen from the Salt Dealers having for a time been prevented by the gale which occurred in May 1841 resorting to the Pans, and from the suspension of the inland sales at the Depot of Cowpom the suspension of the inland sales at the Depot of Cowpom long for about 4 months, in consequence of the Salt in store having been reserved for exportation to Calcutta.
1 Price of stolen property	446 3	83 11		39 4 "	
2 Refund of Pay of Sibbendy	1 11 1	" "		1 11 1	
3 Refund from Money advanced for repairing Platform	1 15 1	" "		1 15 1	
4 Do. from Money advanced for making Parahs.	15 " "	" "		15 " "	
5. Sale proceeds of the Iron Tools in the Salt Cutcherry at Soonnapaguntah	12 " "	" "		12 " "	
6 Refund from Money advanced on account of repairing the Roads leading to Platforms.	" " "	105 13 6		" " "	There was no refund on this account in Fusly 1249.
7. Do. from Money advanced on account of Spades	" " "	" 3 "		" " "	
	75 " 5	189		145 4 6	30 10 2
Total Collections	4,04,583 15 5	3,97,884		145 4 6	6,844 8 4

Fort St. George 16th September 1841

act applicable to the Town of Madras

Fort William
The 9th August 1841

(Signed) J. H. Braddock
Secy to the Govt of India

The following Draft of a proposed Act was read in Council for the first time on the 9th August 1841.

Act No. — of 1841.

An Act for better regulating the sale of Opium and other intoxicating drugs within the Town of Calcutta.

It is hereby enacted, that all Laws and Regulations prohibiting the sale of Spirituous Liquors within the Town of Calcutta except under Licenses, and regulating the granting such Licenses, and for inflicting penalties for breach of the conditions thereof, or for selling Spirituous Liquors without having obtained such Licenses, shall be applicable to the sale of Opium and other intoxicating drugs within the Town of Calcutta.

Ordered. That the Draft now read be published for

Fort St. George 16th September 1841

for general information.

Ordered that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 9th day of October next.

Fort William
Legislative Department
The 16th & 9th August 1841

(Signed) J. H. Braddock
Secy to the Govt of India

Ordered that the Draft Act received with the above letter, for regulating the sale of Opium and other intoxicating drugs be transmitted to the Board of Revenue, who will state whether they consider it necessary that the provisions of the Act should be extended to this Presidency, and if so, they will make the necessary alterations in the Draft and return it for transmission to the Government of India.

(Signed) Walter Elliot
Actg Secy to Govt
ordered

11923

For the Month of September 1847.

Item	Fusly 1249			Fus 12			Increase.			Decrease.			Remarks.
1	2			3			4			5			6
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	
Coolies allowed to the Manufacturers upon the Quantity of Salt actually sold.	48072	3	8	49,432						1367	4	7.	This increase has arisen from a larger sale of the Salt for which the Manufacturers share is fixed at higher rates, though on the whole the Sales of Fusly 1250. are less than those of the preceding year.
Total Charges	62367	14	9	71,011						9412	5	3.	
Sayer Collection	54,469	6	1	54,039						429	12	5.	A portion of the rent of duty on Betel, remained uncollected at the end of Fusly 1250.
Extra Collection.													
Confiscated Goods	48	12	3	53						4	12	5.	
Fines levied on Servants &c.	4	4	"	24						20	9	10.	
Gain in exchange of Coins	83	5	3	87						"	"	"	
Refunds of Pay of servants	1	6	8	"						74	10	11.	
Dr. of Price of Papers used for Rowanas	"	6	11	"						"	"	"	
										"	"	"	
										"	"	"	
										1	6	8.	
										"	"	"	
										"	"	"	
										6	11.		
	138	3	1	87						25	6	3	
Total Collections	54607	9	2	54126						506	4	11.	

Comp. SR

11922

For 1 S[illegible]

to September 1841.

Item	Fasly 1249			Fasly 125[illegible]			Increase			Decrease			Remarks.
1	2			3			4			5			
	Rs	a	p	Rs	a	p	Rs	a	p	Rs	a	p	
Charges.													
Ordinary													
Hoozoor and District Sibbindy	11740	7	7	11153	[illegible]					586	8	2	The salaries of the Establishment for a few Months in Fasly 1250 have not been disbursed during this year.
Co. Do. Sadeerwand	351	8	"	338	[illegible]					13	"	"	
	12091	15	7	11492	[illegible]					599	8	2	
Extraordinary													
1 Repairing the Platformes	237	3	1	110	[illegible]					127	3	1	The Platformes required less repair in Fasly 1250.
2 Making Mercals	77	9	4	77	[illegible]			6	3	"	"	"	
3 Do. Shades	"	"	"	1	[illegible]			1	8	"	"	"	
4 Hire for measuring Salt	95	4	2	54	[illegible]					41	3	"	
5 Making wooden Stamps	2	4	"	"	[illegible]					2	4	"	
6. Hire for heaping and Covering Salt in the Pans at Coulong Vea	"	"	"	242	[illegible]		242	2	6	"	"	"	This increase was caused by a large quantity of Salt having been removed and stored on the Beach for exportation to Calcutta, which was not done in Fasly 1249
7 Compensation to the Manaby Shotris-umdar on account of Salt	1383	10	10	8524	[illegible]		7140	13	8	"	"	"	The amount of compensation of preceding years which was held in deposit owing to a dispute between the parties was disbursed in Fasly 1250.
8. Hire of Cart for conveying scales and weights to and from Madras	17	8	"	23	[illegible]			6	4	"	"	"	This increase has arisen in consequence of the ex-portation of Salt to Calcutta in Fasly 1250. There was no exportation in Fasly 1249 but the amount inserted under that Fasly was the Charge incurred prior to Fasly 1240, and which was the adjusted [illegible] sanction of Government.
9 Shipping Charges.	390	4	1	510	[illegible]		126	7	9	"	"	"	
Repairing Road leading to Platform	"	"	"	533	[illegible]		533	6	6	"	"	"	There was no repair executed to the R[illegible] Fasly 12[illegible]
	2203	11	6	10084	[illegible]		8051	"	8	170	10	1	

11924 | Fort St. Geo.e | 1st September 1841.

Items.	Fasly 1249	Fasly 1250.	Increase	Decrease.	Remarks
					6
1	2	3.	4	5	
	Rs. a p	Rs. a p	Rs. a p	Rs. a p	
Charges.					
Ordinary					
Sibbendy	7395 9 8.	7123. 12			
Sadeerwared	319 4 "	310. 4			
	7714 13 8.	7434. "			
				280. 13 2	The Salaries of the Establishment for a few months in Fasly 1250. were not disbursed during that year.
Extraordinary.					
Making Chop	4 " "	3. 12			
Price of Papers used for Rowannahs	28. 11 6.	23. 8			
Cutcherry Rent	51. " "	47. 8			
Drawback on Betel imported for the Nabob	246. 15. "	246. 15.			
Commission	27. 10 4	" "			
	358. 4 10.	321. 11			
Total Charges	8073. 2 6.	7755. 11			
Abkarry					
Collection	62,543. 8 4	70,359. 12	7,816 3 11		The larger sum for which this branch of Revenue was rented for Fasly 1250 and the collection in that year of a portion of the rent due for the preceding Fasly, are the causes of this increase.
Extra Collection	" 10 6. "	5	" " "	4 8.	
	62,544. 2 10.	70,360. 2	7,816 3 11	" 4 8.	

11925

Fort St. George 6th September 1841.

Sterm	Fusly 1249	Fusly 1250	Increase	Decrease	Remarks.
	1	2	4	5	6
	Rs a p	Rs a p	Rs a p	Rs a p	
Charges.					
Extraordinary.					
Compensation to the Manully Sheristeum dar on account of Toddy	47 9 7.	47 9 7.	" " "	" " "	
Commission	24 11 8.	" " "	" " "	24 11 8.	
	72 5 3.	47 9 7.	" " "	24 11 8.	
Sundry Small Farms and Licenses.					
Collection	17,967. 2 3	16,490 7 3	" " "	1,476. 10 0.	The diminution in the sale of Firewood and Cheyroot at Streeharecotah is the cause of this decrease.
Extra Collection	50 - 2	45. - 1	" " "	4 15 3.	
	18,017 2 5.	16,535 8 3	" " "	1,481. 10 1.	
Moturpha.					
Collection	12,402 4 0.	13,908 13 1	1,506 9 8.	" " "	There was an increase in the number of petty shops and Collections during festivals in Fusly 1250.
Extra Collection	230 12 7	12 11 3	" " "	238. 1 0.	Certain Collections made on account of Fusleys 1247 and 1248. and not included in the demand of those years, had been credited in Fusly 1249 under this head, which was not done in Fusly 1250.
	12,633 1 5	13,981 9 4	1,506 9 8.	238. 1 0.	

11926

Fort St. Geo.[re] September 1841.

Item	Fasly 1249.	Fasly 1250.	Increase	Decrease	Remarks.
1	2	3	4	5	6
	Rs. a p	Rs. a p	Rs. a p	Rs. a p	
Charge.					
Commission	4 11 11.	- - -	- - -	4 11 11.	
Stamp					This Decrease appears in consequence of the sale proceedings of the property of a defaulting vender having been brought to account in Fasly 1249.
Collection	15,103. 5 3.	13,310 15 9	- - -	1,792 6 9.	
Extra Collection.					
Penalty levied in Court on Documents not written on Stamp. Paper	581 12 -	1,467 12 -	586. - -	- - -	
	15,685. 1 3.	14,778 8 10	586. - -	1,792 6 9.	
Charges.					
Commission	609. 15 5.	676. 4 -	66 5 5. - - -	- - -	
Total Collections	5,08,391. - 6	5,07,667 4 1	- - -	723. 11 11.	
Total Charges	71,128. 1 10.	79,489. 11 -	8,361 9 10 - - -	- - -	

Chinglepet District,
Collector's Cutcherry,
Pullicat nay. 13th September 1841.

E E

W[m] (signed) A. Freese.
Collector.

Statement.

1927.

Fort St. George 16th September 1841.

No. 2. Statement shewing the Details of the Moturpha Revenue in the Zillah of Chingleput for Fusly 1250.-

No.	Talooks.	Sundry Articles. No.	Sundry Articles. Tax.	Cloths. No.	Cloths. Tax.	Sweetmeat Do. No.	Sweetmeat Do. Tax.	Butchers. No.	Butchers. Tax.	Shops of: Perfumery. No.	Perfumery. Tax.	Vegetable. No.	Vegetable. Tax.	Snuff. No.	Snuff. Tax.	Shroffs. No.	Shroffs. Tax.	T
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			Rs a p		Rs a p		Rs a p		Rs a p		Rs a p		Rs a		Rs a p		Rs a p	
1	Cuangoody	230.	312 8 -	24	55 8 -	1	1 - -	"	" " "	4	4 - -	"	" " "	"	" " "	"	" " "	259.
2	Ostramaloor	121.	118 4 -	1	2 - -	11	" " "	"	" " "	"	" " "	"	" " "	"	" " "	"	" " "	102.
3	Cuyeveram	396.	666. 12 -	59.	297 - -	13	20 - -	13	14 8 -	28	29 8 -	22	36.	1	1 - -	16	143. - -	548.
4	Angleput	203.	265 - -	28.	63. - -	6	6 - -	5	8 - -	2	2 - -	5	5.	"	" " "	"	" " "	249.
5	Anemungalum	193	253. - -	3.	5 8 -	11	11 " "	1	2 - -	1	1 - -	"	" " "	"	" " "	"	" " "	198.
6	Tiruporum	148.	186. 8 -	8	14 8 -	1	1 - -	"	" " "	"	" " "	"	" " "	"	" " "	"	" " "	157.
7	Edapet	450.	527 8 -	4	5 8 -	11	" " "	6	10 8 -	5.	5. - -	7	7	1	1 - -	"	" " "	473.
8	Cavanales	254.	319. - -	16.	29 8 -	6	9 - -	8	22 8 -	1	1 - -	18	11	3.	9. - -	"	" " "	300.
9	Edapollium	332.	399. - -	10.	32 8 -	2	2 - -	3	6 - -	5	5 - -	1	1	3.	11. - -	"	" " "	350.
0	Nayer	233.	252. - -	4.	8 8 -	"	" " "	"	" " "	"	" " "	"	"	"	" " "	"	" " "	237.
	Total	2540.	3299. 8 -	157.	515 8 -	29	39 - -	36	63 8 -	46	47 8 -	53	67	2	2 - -	22	163. - -	2,885.

1928

Fort St. George 1st September 1841.

Houses.		Talacut Varee paid by married People &c.		Looms.		Oil Mills		Whole sale Shops.		Toddy Drawers		Paper Manufactory.	
No.	Tax.	No.	Amount.	No.	Tax	No.	Tax.	No.	Tax.	No.	Tax.	No.	Tax
20	21	22	23	24	25	26	27	28	29	30	31	32	33
	Rs a P		Rs a P		Rs a P		Rs a P		Rs a P		Rs a P		Rs a P
262	309 - -	4	4 4 4	92	99 - -	4	8 - -	8	22 - -	21	61 8 -	1	1 8 -
170	204 8 -	4	4 4 4	37	89 4 -	8	8 - -	1	3 - -	67	266 - -	1	2 - -
978	1790 - -	8½	25 8 -	54	128 - -	15	30 - -	53	284 - -			4	6 - -
147	172 - -	94	99 8 -			3	4 8 -	21	61 8 -	84	224 - -		
81	102 8 -	"	" " "			2	4 8 -	6	24 - -	30	52 - -		
40	45 - -	132	132 - -			2	5 8	21	41 8 -	19	44 12 -		
43	51 8 -	310	310 - -	4	4 - -	1	1 - -	8	15 - -	124	132 - -		
74	89 - -	4	" " "			3	8 8 -	17	51 - -	22	43 - -		
166	180 8 -	4½	9 - -	53	67 - -	15	38 - -	11	42 - -	27	32 8 -	3	3 - -
35	50 8 -	287	321 - -	55	55 - -	7	11 8 -	26	51 - -	160	161 8 -	4	4 - -
1996	3000 8 -	842	903 - -	295	442 4 -	60	119 8 -	172	595	554	1017 4 -	9	12 8 -

1929.

Fort St. Geo[illegible] 6th September 1841.

Cloth Painters.		Indigo Pots.		Manufactory Carthern Bang		Yards for beating Rice.		Gold Smith.		Loaded Bullock	
No.	Jaee.	No.	Jaee.	No.	Jaee.	No.	Jaee.	No.	Jaee.	No.	Jaee.
34	35	36	37	38	39	40	41	42	43	44	45
	Rs a p		Rs a p		Rs a p		Rs a p		Rs a p		Rs a p
"	"	"	"	"	"	"	"	48	48 " "	68	17 " "
"	"	"	"	"	"	"	"	39	39 " "	23	5 12 "
"	"	"	"	"	"	"	"	24	25 " "	42	10 8 "
"	"	"	"	"	"	"	"	40	40 " "	51	12 12 "
1	2 " "	2	4 " "	"	"	"	"	19	19 " "	12	3 " "
"	"	"	"	"	"	"	"	20	20 " "	"	" " "
"	"	3	3 " "	"	"	"	"	15	15 " "	"	" " "
25	35 8 "	1	2 8 "	"	"	1	2 " "	30	30 " "	"	" " "
"	"	"	"	"	"	"	"	18	18 " "	130	66 0 "
"	"	"	"	"	"	"	"	11	11 " "	"	" " "
22	22 " "	"	"	32	32 " "						
48	59 8 "	6	9 8 "	32	32 " "	1	2 " "	270	271 " "	332	115 0 "

11930.

Fort St. George 15th September 1841.

| Stone Cutters | | Nett | | |

Fort St. George 16th September 1841.

Abstract of the details of Revenue derivable from Sundry small farms and Licences in the Village of Chinglepat for Fusly 1250.

	Palmyra Trees	Tank Fishing	Chunam Kiln	Thatching Baskets &c.	Brick Kiln	Fishing in Salt Rivers &c.	Carvotanum or Earth wood by washermen.	Fireworks cut in the Jungle of Sreecharecole	Cheyrot &c.	Medicinal Roots.	Country Soap nuts.	Goorily Cheeka.	Honey.	Wax.	Total.
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
															233 12 4
18				11											133 9 7
8	1 11 7	57. 14	8	8 8.		3									591. 13
8	488 14	92 0	1	6 4.											63 5 5.
1 5.	6	51.		19 4.			5								362 11
2	50 8	49 13 7	5	2 12.		29 8									1598 13 4
12 4	132 2	127. 4		8.			1								995. 4 6.
3 3.	407 13 11	180. 8 2	39 0		35 13 2	150	1		2 8						96. 13 4
	46 9 4	11.		6 4			8								54. 2
7	51 2														12190. 9 11.
7	133 12 5.	12 14 5.	11.	85. 4			1 5	9,846. 7 5.	1,853 3 8. 21			173 11 1.	49 14 11	2 12	16907. 14 1.
7	1324 6 3.	686. 7 7.	64. 6	139 12	35 13 2	182 8	16 5	9,846. 7 5.	1,855 11 8. 21			173	1 49 14 11	2 12	

Chinglepat District, Collector's Cutcherry Pulicat may 13th September 1841. E.E. Fleece / Signed C.A. Freese. Collector.

Comparative

11932

Fort St. George 16th September 1841.

No. 4. Comparative Statement shewing the sales of Salt between Fuslies 1249 and 1250 Tullah Chinglepute.

	Fusly 1249.			Fusly 1250.		Increase.		Decrease.	
	Rate Pr. Garce.	Quantity of Salt Sold.	Value.	Quantity of Salt sold.	Value	Quantity of Salt sold.	Value.	Quantity of Salt sold.	Value
	1	2	3	4	5	6	7	8	9	10
	Rs a P	Garce Mds	Rs a P	Rs a P	Garce Mds	Rs a P	Garce Mds	Rs a P	Garce Mds	Rs a P
Inland Sales	105 " "	3,681 15	386,308 15 "	105 " "	3,577 360	375,679 8 "			103 55	10,829. 7 "
	" " "	180 "	18,900 " "	100 " "	180. "	18,000 " "				
	" " "	3,861 15	405,208 15 "	" " "	3,757. 360.	393,679 8 "			103 55	10,829. 7 "
Exportation to other Ports	" " "		42 " "	" " "	95 $248\frac{24}{64}$	4,015. 8 10.	95 $243\frac{24}{64}$	4,015. 8 10.		
Total	" " "	3,861 15	405,208 15 "	" " "	3,853 $203\frac{24}{64}$	397,695. " 10	95 $243\frac{24}{64}$	4,015. 8 10	103 55	10,829. 7 "

Chenglepute District,
Collector's Cutcherry,
Pullicarnay, 13th Sept. 1841.

I certify / Signed / A. Freese.
Collector.

Statement

11933

Fort St. George 16th September

No. 5. Statement shewing the Quantity of Salt Manufactured in the Zillah of Chingleput.

Fasly 1249

Names of the Talaur or place of Manufacture	Quantity of Salt Manufactured	Quantity sold	Rate per Garce	Value	Remarks.
1	2	3	4	5	
	Garce M. M.	Garce M. M.	Rs. a. p.	Rs. a. p.	
Chunambut	1,237 225 -	846. 195 -	105 - -	88,881 3 -	manufacture was
Cheyoor	1041 205 -	686. 155 -	105 - -	72,070 11 -	effects of the
Cyennoor	636. 25 -	317. 102 -	105 - -	33311 4 -	cured in May 1841.
	" " "	60. - -	100 " "	6,000 - -	
Covelong	985. 230 -	646. 290 -	105 - -	67,906 2 -	1/
	" " "	" " "	" " "	" " "	
	" " "	" " "	" " "	" " "	
	" " "	" " "	" " "	" " "	
Vadaseminyairy	706. 305 -	562 Mds. "	105 - -	59,046 12 -	
	" " "	" " "	" " "	" " "	
Valloor	448 305 -	257 115 -	105 - -	27,015 3 -	
	" " "	120 - -	100 - -	12,000 - -	
Sonnapagoontah	297. 120 -	364 220 -	105 - -	38,277 12 -	
Total	5,353.305 -	3,861. 15 -	- - -	4,04,508 15 -	4/

Chingleput Distr

Statement

Vellore, Salt Farm, Tirumullaivoyal.
Cundalamedu Attipet
= manal, Mallangi
Pallipaut, Pulicat Lake
12 Palaces
Salem, Kumarapalayam

8.30 2.35 2.55 2.05 Western part of Pulicat Lake.

Chingleput Division
Office Record.

3	Cadastral. -	Cadastral, Cartographic, Cartography, Cadastral Cadastre, Cadastral Surveyor, Cadastral Surveying, Cadastre, Land Cadastre, Land Surveyor, Land Surveying, Surveyor, Surveying	214	36	209	205	Cadastral Cadastre.	
6	Cadastre	Cadastral	92	16	72	185	Syn. Land Cadastral	
7	Cadastre Division of Land	Cartographic, Cartography, Cadastral, Land Surveyor, Land Surveying, Land Cadastre, Cadastre, Land	42	30	28	340	Cadastre Cadastral Land Division Land Cadastre.	
8	Cartography	Cartographic, Cartography, Land	17	902	23	30	Syn. Cartographic Cartographic	
9	Cadastre	Cadastre Land				230	Cadastre Land Cadastral Land Cadastre.	
		Total Entries -	378	331	454	225		

Cartographic Surveying
Cadastral Cadastre Cartographic } 8 8 Syn. Surveying Cad. Surveyor.
Cadastral Surveying, 13 = definition 1841. } Cadastre

2	Cadastre. -	Cadastral, Cartographic, Cartography, Cadastral Cadastre, Cadastral Surveyor, Cadastral Surveying, Cadastre, Land Cadastre, Land Surveyor, Land Surveying, Surveyor, Surveying	872	340	869	53	Syn. Cartographic Cadastral Cadastre Land Cadastre.	
4	Cadastre. -	Cadastral, Cartographic, Cartography, Cadastral Cadastre, Cadastral Surveyor, Cadastral Surveying, Cadastre, Land Cadastre, Land Surveyor, Land Surveying, Surveyor, Surveying	4713	325	1785	103	Cadastre Cadastral Land Cadastre or Cartographic Cadastral Land.	
3	Cartographer. -	Cartographer, Cartography, Cadastre, Cadastral, Surveyor, Cadastral Surveyor, Cartographic, Surveying, Land Surveyor, Land Surveying, Surveyor, Surveying	283	21	330	143	Land Cadastral Cadastre, and Cartographic Cadastre.	
		Total Entries -						

11935

Superintendent's

STATEMENT *shewing the Gross Collections, Charges and Net Revenue of all Branches of Revenue, Land Revenue excepted, for Fuslies 1248, 1249 and 1250 in the* Zillah of Chingleput.

	For the last three Years.									Comparison of the last two Fuslies.						REMARKS.
	Fusly 1248			Fusly 1249			Fusly 1250			Increase.			Decrease.			
	Rups	A.	P.	Rups	A.	P.	Rups	A.	P.	Rups	A.	P.	Rups	A.	P.	
SALT.																
Gross Collections	1590444	12	9	1404583	15	5	397884	11	7				6699	3	10	Fusly 1250 As per Abstract 397884 11 7
Charges for Purchase or Manufacture	57695	2	5	48072	3	8	49433	8	3	1361	4	7				Fusly 1249 As per Abstract 404583 15 5
Do. Superintendence and Sale, &c.	13619	11	8	14295	11	1	21576	9	6	7280	14	5				397884 11 7
Total Charges	71314	14	1	62367	14	9	71010	1	9	8642	3	-				6699 3 10
Net Revenue	387779	11	8	342216	-	8	326874	9	10				15341	6	10	Fusly 1248 As per Abstract 404593 15 5
Per Centage of the Charges	15	8	7	15	6	7	17	13	7	2	7	-				397884 11 7
TOBACCO MONOPOLY.																6699 3 10
Gross Collections	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	Fusly 1248 As per Abstract 1590444 12 9
Charges for Purchase	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	Fusly 1249 As per Abstract 1404583 15 5
Do. Superintendence and Sale, &c.	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	185900 4 7
Total Charges	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	49182 9 6½ Total Collections per Abstract sent to the Accountant General
Net Revenue	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	8298 13 9 Deduct Salt Manufacturers' Share on the Salt so sold
Per Centage of the Charges	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	32725 2 7 Remains Government Share
LAND CUSTOMS.																6830 8 9
Gross Collections	52422	4	9	54607	9	2	54126	10	6				480	11	8	2887 11 3½
Charges of Collection	9016	15	6	7798	9	2	7508	12	6				289	12	8	18711 "
Charges ,, Commission	417	14	3	27	10	4	"	"	1	"	"	"	27	10	4	35502 13 4 Salt Manufacturers' Share on the Actual Sales of Salt
Charges ,, Drawback	246	15	-	246	15	-	246	15	-	"	"	"	"	"	"	6858 4 8 Do of the Revenue under Sales the 12th
Total	9681	12	9	8073	2	6	7755	11	6	"	"	"	317	7	-	13619 11 8 Total Charges for the Year
Net Revenue	42740	8	-	46534	6	8	46370	15	-	"	"	"	163	7	8	14295 11 1 Deduct Salt Manufacturers' Share
Per Centage of the Charges	18	7	6	14	12	6	14	5	3	"	"	"	"	7	3	21576 9 6
SEA CUSTOMS.																37695 2 5
Gross Collections	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	48072 3 8
Charges of Collection	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	49433 8 3
Charges ,, Commission	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	Total Charges for Sale
Charges ,, Drawback	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	7131 14 1
Total	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	62367 14 9
Net Revenue	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	71010 1 9
Per Centage of the Charges	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	Total Charges for this Statement
ABKARY.																
Gross Collections	55888	4	9	62544	2	10	70360	2	1	7815	15	3	-	-	-	
Charges	373	13	1	72	5	3	47	9	7	-	-	-	24	11	8	
Net Revenue	55514	7	8	62471	13	7	70312	3	6	7840	10	11	-	-	-	
Per Centage of the Charges	"	10	8	"	1	10	"	1	1	"	"	"	"	"	9	
SUNDRY SMALL FARMS AND LICENSES.																
Gross Collections	17947	6	10	18017	2	5	16535	8	4	"	"	"	1481	10	1	
Charges	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
Net Revenue	17947	6	10	18017	2	5	16535	8	4	"	"	"	1481	10	1	
Per Centage of the Charges	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
(Here enter all other items of Extra Revenue peculiar to the District.)																
Stamps																
Gross Collections	11264	4	7	15985	1	3	14778	10	6	"	"	"	1206	6	9	
Charges	787	11	9	609	15	5	676	4	10	66	5	5	"	"	"	
Net Revenue	10496	8	10	15375	1	10	14102	5	8	"	"	"	1272	12	2	
Per Centage of the Charges	6	13	-	3	13	-	4	9	2	"	17	2	"	"	"	
VISSABUDDEE AND MOHTURPHA.																
Gross Collections	14160	7	9	12653	1	5	13981	9	7	1328	8	2	"	"	"	
Charges	69	12	9½	4	11	11	"	"	"	"	"	"	4	11	11	
Net Revenue	14090	10	11½	12648	5	6	13981	9	7	1333	4	1	"	"	"	
Per Centage of the Charges	"	7	10	"	"	7	"	"	"	"	"	"	"	"	7	
GRAND TOTAL.																
Gross Collections	610727	9	5	568391	"	6	567667	4	7	"	"	"	723	11	11	
Charges	82208	"	5½	71128	1	10	79489	11	8	8361	7	10	"	"	"	
Net Revenue	528519	8	11½	497262	14	8	488177	8	11	"	"	"	9085	5	9	
Per Centage of the Charges	13	7	4	12	8	2	14	"	"	1	7	10	"	"	"	
GRAND TOTAL.																
Gross Collections after deductions for Manufacture or Purchase of Salt and Tobacco	553032	7	"	520318	12	10	518233	12	4	"	"	"	2085	"	6	
Charges after deductions for Do	24512	14	½	23055	14	2	30056	3	5	7000	5	3	"	"	"	
Per Centage of the Charges on the Gross Collections after deductions	4	6	11	4	6	11	5	11	9	1	5	10	"	"	"	

This Statement has been compared with the General Abstract sent to the Accountant General and with the Abstract Statement of Demand Collection and Balances furnished to the Board of Revenue

Comp[d] by D. Appavoo 11th &c

Chingleput District Collectors Cutcherry Pallavaram 13th Sept[r] 1841

E E[sq]r Collector

Ordered to be sent again in Circulation

34-35

Order thereon

11936

Fort St. George

Dr. Salt Account Current in the Zillah of

(36)

			£	m	m	£	m	m
1840								
July	12th	Balance of Salt on hand at the commencement of the current July 1250	"	"	"	2,631	101	"
1841 July	11th	Salt manufactured to the end of last Quarter	2,513	5	"			
Do	Do	from 1st April to 11th July 1841	1697	125	"	4,210	130	"
Gain by measurement to the end of last Quarter			"	127	"			
Do	Do	from 1st to 11th April to 11th July 1841	"	83	"			
						"	157	"
		Total Salt				6,841	388	"

Chinglepet District,
Collectors Cutcherry,
Pullecarnay, 13th September 1841

16th September 1841.

Chinglepet for the Quarter ending on the 11th July 1841 - Cr.

				£	m	m	£	m	m
1841 July	11th	Total Sales to the end of last Quarter	In land Consumption.	2508	37	"			
			Home Consumption.	112	7	"			
			Export by sea	"	"	"	2,679	40	"
Do	Do	from 1st April to 11th July 1841.	In land Consumption.	1027	265	"			
			Home Consumption	51	68	"			
			Export by sea.	95	2452 3/8		1174	103	2 3/8
Wastage which occurred in July 1249. written off from 1st to 11th July 1841 under the authority of Government dated 19th June conveyed in a letter from the Board of Revenue dated 1st July 1841.									
				"	"	"			
							98	71	"
							98	71	"
Balance of Salt on hand on the 11th July 1841				"			2,890	113	5 3/8
		Total Salt					6,841	338	"

E E Pte [signed] A. Freese
Collector

Dr.

11937.

Fort St. George

Dr. Money Account Current of Salt in the Zilla of Chinglepute for the Quarter ending on the 11th July 1841.

				Rs	a	p	Rs	a	p
1841. July.	11th	Total Sales to the end of last Quarter	In land Consumption	2,68,727	2	-			
			Home Consumption	11,778	6	-			
			Export by sea	-	-	-	2,80,505	8	-
		Do from 1st April to 11th July 1841	In land Consumption	1,07,801	15	-			
			Home Consumption	5,372	1	-			
			Export by sea	4,015	8	10.	1,17,189	8	10
		Received on account of confiscated Salt to the end of last Quarter		59.	9	-			
		Do from 1st April to 11th July 1841		24.	1	3.	83.	10	3
		Recoveries of advances Dec to the end of last Quarter		100	-	6.			
		Do from 1st April to 11th July 1841		516	11	10.	622	12	4
			Total Company's Rupees				3,98,401	7	5

Particulars of Rowanahs remaining on the 11th July 1841.-

Balance of Rowanahs remaining on the 31st March 1841		4926.	-
Received from 1st April to 11th July 1841		-	-
		4926	
Deduct issued from Do to Do		2520.	
Total remaining on the 11th July 1841		2,406	

Chinglepute District,
Collector's Cutcherry,
Pallecarnay, 13th September 1841.

13th September 1841.

Dr. Cr.

1841 July 11th By Servants wages to the end of last Quarter — 7573 8 8.

By Do Do from 1st April to 11th July 1841 — 3580 6 9. — 11153 15 5.

By Charges Extraordinary including Sundries to the end of last Quarter — 10765 11 5.

By Do Do from 1st April to 11th July 1841 — 2690 8 1. — 13456 3 6.

By Payment to Manufacturers to the end of last Quarter — 32265 11 3.

By Do Do from 1st April to 11th July 1841 — 19776 13 - — 52042 8 3.

By Do Do from 1st April to 11th July 1841 — 28066 2 2.

Nett Balance to the end of last Quarter — 91682 10 1.

From 1st April to 11th July 1841 — 321748 12 3.

Total Company's Rupees — 398401 7 5.

E. E. Pr. (Signed) A. Freese
Collector

Estimate.

11938 | Fort St George 16th September 1841.

timate Shewing the Quantity of Salt remaining exportation to Bengal upto 11th July 1841 at the of Covelong in the Zillah of Chingleput –

Quantity of Salt remaining upto 11th July 1841 –	Quantity of Salt ready for exportation in the course of next Quarter –		
	To Bengal	To other Ports	Total
G M m	G M m	G M m	G M m
Covelong ---------- 1270 351 5/8	308 57 5/8	" "	308 57 5/8

E. E. Fr (Signed) A. Freese

Collector

Order thereon in circulation Ordered to be sent again
Read the following ~~Statement~~ Statement
Salt.

11939 (38) Fort St George 16th September 1841.

Dr Salt Account Current in the Northern Division of Arcot for the 4th Quarter or from 1st April

1840		Garce m m	Garce m m
July 1st	Balance of Salt on hand on the Commencement of the current fasly Vist		
	Manufactured Salt	29 125 "	
	Spontaneous Do	" " "	29 125 "
1841 April 1st	Amount manufactured to the end of last Quarter	361 75 "	
July 11th	Ditto Ditto in this Quarter	" " "	361 75 "
	Gain by Measurement to the end of last Quarter	" 115 "	
	Do Do in this Quarter	" 49 "	" 164 "
	Total Salt		390 364 "

Dr Money account Current of Salt for the 4th Quarter or from 1st April to 11th July 1841

1841			Rs a p	Rs a p
April 1st	Total Sales to the end of last Quarter for	Inland Consumption	25969 2 "	
		Home Do	" " "	
		Export by Sea	" " "	25969 2 "
July 11th	Do Do in this Quarter as per No 2 for	Inland Consumption	10522 5 "	
		Home Ditto	" " "	
		Export by Sea	" " "	10522 5 "
	Recovered of advances for the Monopoly of Salt as per No 3		" " "	" " "
	Total Rupees			36491 7 "

North Arcot Collr's Circuit Cutcherry 6th September 1841

1841. April 1st Total Sales from 12th July 1840 to this day for ..... Inland Consum / Home Ditto / Export by Sea

July 11th Do Do in this Quarter for ..... Inland Consum / Home Ditto / Export by Sea

Balance of Salt in hand to the ... or 11th July 1841 as per No 1 ...

1841. April 1st By Servants wages to the end of last Quarter ... 529 ...
July 11th By Do in this Quarter as per No 4 ... 269 ...
By payment to the Manufacturers to the end of last Quarter ... 1782 ...
By Do in this Quarter as per No 5 ... 722 ...
By Charges Extraordinary to the last Quarter ... 37 ...
By Do in this Quarter as per No 6 ... 10 ...
By advances for the Monopoly of Salt as per No 3 ... 23 6 ...
Net Revenue { To the end of last Quarter ... 35 ... / Do in this Quarter ... 1 ...

E. E. Fr (Signed) J. M. Scott

order thereon.

(38. 39)

Ordered to be recorded.

Read the following letter

To the Secretary to the
Board of Revenue
Fort St George

From the Collr of Salem - - - - -

(40)

Sir,

I have the honor to acknowledge the receipt of your letter of the 10th Instant, enclosing original letters from Mr Fischer the Salem Mootahdar for any observations I may have to offer connected with the subject thereof -

2.

The complaint made by a person named Sheshiah stating himself to be the Mootahdar of Cannastuk but as he produced no authority for acting in the matter the petition was returned with to that endorsement - Mr Fischer's letter marked A was the authority sent. The subject of complaint was that in a cattimeranum more land was engaged than entered in account and summary restitution as per Section X Regulation XXX of 1802 as the holder did not consent to receive pottah for the extra ground -

3.

Had there been no doubt of

of the right of the Mootahdar to the possession of the Ground this summary way of settling matters might have been adopted but from the Salem Tahsildar's enquiry, the evidence goes to shew that the whole of the Ground now engaged has been in possession of the Inamdar &c before the Mootah was formed and ever since such being the case the only mode of decision the Principal Collector could adopt would be to refer the parties to a Punchayat under Section XV Regulation V of 1822 but against this the long continued occupation was a bar (see Cl. third Section II Regulation XII of 1816 -

4.

Although in the original Complaint the possession of the land only was sought for Mr Fischer in his letter B. puts a claim to be put in possession of the rents - The reasonably in this case is in his own hands as by the provisions of Regulation XXVIII he is empowered to collect by distraint all arrears on lands belonging to him and he has pointed out no reason for the interference of

Fort St George 16th September 1841-

of the authorities as provided in Section XXXIV of that Regulation - When at Salem in January 1840. I mentioned to Mr Fischer my opinion that he could only claim rent as the man had been so long in possession his object was to oust him as he said to have the land as a burning place for the dead -

5. I should be glad to have the opinion of the Board regarding this point viz. when the lands have been in the enjoyment of a proprietor for 40 years or for a period which bars a suit whether it is competent for a land holder to sue for one or two years rent thereby bringing his claim within the period when suit may be maintained -

6. Regarding the other item of complaint in consequence of complaints having been received which on calling up the people for enquiry proved to have been unknown to the ostensible complainants in order to put a stop to this an Ishtihar was

Fort St George 16th September 1841 -

was issued directing all complaints to be made in person or by Vakeel Mr Fischer if any suffered no inconvenience thereby it might have been remedied by a representation from him when by a representation from him when I was at Salem in 1840 and 1841 no notice of this was then given until the receipt of his letter of 13th March 41. on my returning from the Settlement of Ashtoor the Board will see that the first complaint was returned in consequence of the complaint having no authority entered in my office - as however the above mode is complained against I have issued the notice copy of which accompanies which whilst it gives some check to the receipt of false complaints affords every facility to the real ones reaching my office -

Salem Zillah
Spoor Pte Collr
Cutcherry 24th May 1841

(Signed) J. D. Gleig
Jt Collr

Resolution thereon -

Mr Gleig it is observed, has omitted to forward the modified notice stated to have been issued in reference to the receipts of complaints

40-41

Fort St George 16th September 1841

complaints other than in person or by Vakeel adverted to in Parah 6 of this communication. He is requested to forward a copy for the Board's inspection.

To the Secretary to the
Board of Revenue
Fort St George

(42)
From the Pte Coll.r of Salem

Sir,

I have the honor to enclose Copy of a letter from the Acting Sub Collector relative to the Robbery of Sayer Collections amounting to Rupees 46-12-7. taken from the Sayer servants when returning from a Weekly Market to Namkul for the information of the Board of Revenue and as there does not appear to have been any fault on their part which ought to make them responsible for the loss to request the sanction of the Board and Government to write off the above mentioned amount and return to the Sheriff the sum which has been levied

Fort St George 16th September 1841

levied from him.

Salem Zillah
Office Pte Coll.rs
Cutcherry 4th September 1841

Signed D. Grieg
Pte Coll.r

To the Principal Collector of
Salem.

Sir,

I have the honor to acknowledge the receipt of your letter of the 16th Instant which though it does not explicitly state what or Paramutty Talook it is alluded to, but as it is the only instance of the kind of which I am at present aware as having occurred in this Division, I conclude it to be the Highway robbery of Rupees 46-12-7. collected by the Sheriff's Peon of the Namkul Chowky in the Weekly Market of Tindamungalum in the said Talook and beg to state that it having been reported by the Tahsildar of Namkul that whilst the Sayer Sheriff's 2 Koligars and a Peyadi of the Namkul Chowky were returning to Namkul from the above said weekly Market on the

Fort St George 16th September 1841

the Evening of the 8th January last, a Gang of about 5 Robbers with sticks and other implements attacked and beat them and robbed them of the Sayer Dubby Chetty, two together with public Money Rs 46-12-7 being the amount collected in the said week-ly Market. The Sheroff two were very careless in returning after dark with public Money with-out a sufficient guard desirably armed —

2 The amount last was collected from the Sheroff and his security and placed in the Cutchery pending further instructions on the subject. The Tahsildars was directed by me on the 25th March last to forward the sum collected to the General Treasury at Salem to be carried to the Circar account or to be disposed of in any manner you might be pleased to direct. The Tahsildar having accordingly remitted the said sum to the Treasury it can be carried to account either as a portion of the January Sayer Collections

Fort St George 16th September 1841

collections or as Sirkaya Jamma with the necessary remarks —

3. Five persons proposed of the property or concerned in the robbery in question, were apprehended and forwarded to the Criminal Court by the Police Tahsildar of Parometty and it appears from the Memorandum of Cases received from the Criminal Court for the Month of March last (No 22/1841) that the 1st Prisoner was re-quired to find 2 Securities for his pre-sence when called for and for his good behaviour for one year, the 2d prisoner was released for want of sufficient proof, the 3d prisoner committed for trial before the Court of Circuit and the 4th and 5th prisoners were released there being no evidence against them. The Money to the amount of Rupees 24 found on the prisoners is said to have been re-turned to them but does not so appear on the Investigation, a Copy of which accompanied this communication

within

#948 Fort St George 16th September 1841.

communication —

Salem . . . . .
Sub Coll.r Cutcherry
23d July 1841 . . . .
} (Signed) W. Elliott
A.g Sub Coll.r

Order thereon.

(42. 43)

Ordered that a Copy of the foregoing letter with the communication from the Sub Collector of Salem by which it was accompanied be submitted to Government with the Board's recommendation that under the circumstances therein explained sanction may be granted for writing off to profit and Cost the sum of Rupees 68-12-7 being the amount taken by a Gang of Highway robbers from the Sayer servants belonging to the Nawaub Chanayan on the 18th January last —

To

Capt. J.R.

11949 Fort St George 16th September 1841.

To

The Secretary to the
Board of Revenue

(44)

Sir, Fort St George.

From the Princ.l Coll.r of Salem —

I have the honor to forward

Transmitting translate of a Plaint entered in the Zillah Court by the Salem Mootaddars against the Princ.l Collector and others for the recovery of certain grounds — joining part of the Salem Fort and requesting authority to defend the suit at the public expence.

translate of a plaint entered in Court by the Salem Mootaddar against myself and others on account of ground at Salem — being part of the fort and for which the late Principal Collector obtained 1415 Rupees from Government to level the walls thereof. the ground of Mr Fischers' claim rests on the orders sent to Mr Cockburn on his having made Collections on the Poonnjoke lands of Mootahs. In para 3 of the Boards' letter to the Chief Secretary to Government dated 8th November 1824 they state that in a letter which they addressed to the Collector under date 20th September they informed him that his having made the Collections in question was irregular and that any revenue which a Mootaddar might be able to derive from the beds of Tanks or the ground within

within the walls of forts was clearly his right-

I apprehend that the grounds here spoken of were those in dilapidated and deserted forts where the soil was unappropriated for any other purpose, but I do not think that it could have been the intention of this order to make over the total right in these forts to Mootaldars so that in the event of Government again having a necessity for placing them in a state of defence or requiring them for any other purpose, they should be obliged to repurchase them or altogether relinquish their right of possession at the will of the Mootaldar, having at the time of fixing the pumdaut being struck them out of account-

The fort of Salem is not one of these deserted forts it is now and always has been inhabited- the ground it covers, its ditch and glacis were deducted from the Aycut on the formation of the Mootah and as far as

ing

my judgment leads me, is not such as under the order above referred to can be claimed- 'tis part of the Nuttum ground of Salem and was set apart by Mr Orr for building, as the Site of Salem is far too small for its population. The Mootahdar will grasp at every thing- and if successful here, the Government may soon be called on to pay for the Cutchery site being part of the Glacis and if he succeeds there, there is no bar to his taking possession of every empty site in Salem-

The Copy of reply I intend to enter is forwarded herewith, and I beg to solicit permission to defend this Suit at the Government expence-

Salem Zillah,
Office of
Principal Collr. Cutchery.
11th July 1841-

(Signed) J. D. Gluig.
Principal Collector.

This is a Suit brought by the Salem Mootahdar against the Principal Collector

Collector and others for the recovery of Rs. 4
4 — a being, as he states the loss of Indigo
produce and the profits that would have
been derived therefrom for two years in
consequence of the 3d defendant having prevent
-ed cultivating ground given him by the
Mootahdar on a putta.

In reply to this the Principal
Collector has to state that the 3d defendant
having been prevented cultivating the land
in question is quite true, because he had
no right to it's occupancy, and the Salem
Mootahdar could give him none, as it does
not belong to his Mootahlut. The ground belongs
to the town of Salem being part of that
occupied by the Salem Fort, and in Fusly 1211
when the Ayout accounts were made up
prior to giving out the lands on Mootahdary tenure
this ground was deducted therefrom as well
as some other ground of a similar nature.

The late Principal Collector
Mr Orr having received the sanction of —

Government as per Minutes of Consultation
dated 18th April 1836 to expend Rs. 1,00 for the
purpose of levelling the walls of the Fort and
filling up the ditch thereof, in order to re-
move a nuisance and improve the salubrity
of Salem, did in the year abovementioned
level the Walls and fill up the ditch at
an expence of Rs. 1,15. when this was accomp-
lished and the ground made fit for the
purpose, this ground was appropriated for building
as the Site of Salem is insufficient for it's
population and a Tahkeed was issued on the 19th
October 1837 to the Tahsildar that he should
not prevent the people building on the same.
Such being the case, the Principal Collector
trusts the Court will coincide in opinion that
as the land, in question belongs to Government
being part of one of their Forts, and that it has been
appropriated and set a part for Government
purposes, the Mootahdar of Salem has nothing
whatever to do with it, and further solicits
that a Nonsuit may be granted in his favor and Costs
awarded.

&c

He also denies that the Mootah has had a loss of Rs. 701 4 — or any loss at all from being prevented appropriating to himself property not his own, and begs to state that the 2d. defendant will make no separate reply, having acted Subordinate to the Principal Collector.

O. S. No. 203 of 1841.

Translation of a Complaint preferred in the Udalut Court at the Pillak of Salem by Gr. Fescher Esqre. against 1st D. Gleig Esqre. Principal Collector, 2d Tirmanapiah Tahsildar of Salem, and 3d Ramasawmy Pillay. Defendants.

The plaint is for the recovery of Loss of Indigo produce and the profit that would be derived therefrom — Viz. Rs. 7,31 — As.

The Poromboke land near the Fort of Salem claimed by the Plaintiff in Cusbah Salem, attached to the Plaintiffs' Mootah is bounded

On the South by the Avenue leading to Shavapettah.

East by the Pagoda of Tripansummie near the Ditch of the Fort.

North by the Mahomedans Houses in the Fort

West by a Water Vandal.

Total Poromboke Land Granted 1 3/16

This Land the Plaintiff agreed to let out to the 3d. defendant for the years Veekary and Sarvary the latter to hedge it around, Cultivate Indigo plants thereon, and divide equally the produce thereof. The 3d Defendant accordingly gave a Moochilka to the Plaintiff and obtained a Pullah from him on the 11th Nyacy. year Veekary, about 20 days afterwards, on the 3d. Defendant commencing to plough the land, the 2d Defendant the Tahsildar of Salem prevented him from so doing, and said that he would report the circumstance to the 1st Defendant. The consequence was that the 3d Defendant was unable to fulfil his agreement with the Plaintiff, and a loss sustained on account of the 1st & 2d Defendants, as otherwise the said Cultivation would have yielded the following produce and profit.

About 200 Candies of green Indigo leaves at 10 annas pr. Candy	250	—	—
200 Bandies for conveying the above to the Watts at the Manufactory @ 2 annas the Bandy	25	—	—
250. Coolies for beating, soaking and preparing the above in 25 Watts @ 10 Coolies p. Watt, 8/2 annas each Coolie	31	4	—
Establishment for 13 days to prepare the Indigo, 2 Watts being prepared each day. Viz. 2 Conceopolies for 13 days at 7 Pr. each Per Month	6	1	—
1 Mainty for Do. @ 7. Pr. Do.	3	.	6.
2 Peons for Do. at 4 Pr. each for Do.	3	7	6.
1 Piece of Muslin for straining the Indigo	2	—	—
1 Salampore	3	—	—
Firewood for boiling Indigo in 25 Watts at 4 annas for each Watt	6	4	—
Sayer Duty on the Maunds of Indigo that will be produced from 25 Watts.	24	8	—
Price of a Mamanah	2	—	—
2 Boxes for Packing the Indigo	10	—	—

Bandy

Bandy hire for conveying the Indigo to Madras ——— 5 —

Total Expence —— 371 9

Price of 14 Maunds of Indigo at the rate of 87 Rs. 8 Candy the rate sold at Madras ——— 612 8

Profit after deducting the Expence of Rs. 371-9 ——— 240 15

Deduct share of the 3d Defendant ——— 120 7

Due as Plaintiffs' share ——— 120 7

To be recovered from the 3 Defendants at this rate (Rs. 365-15 Pagoda) for the years Cherkary and Samary ——— 731 14

As the 3d Defendant was prevented Cultivating by the 2d who acted upon the authority of the 1st as was known by the 3d Defendant to the Plaintiffs and as the in question does not belong to the 2d Defendant for so preventing the 3d is unjust. On the Plaintiff representing the case to the 1st Defendant on 30th July 1839 and 1st March 1840. The 1st Defendant did not a satisfactory reply. it would therefore appear that the Defendant is concerned in the 1st was Cafe sustained thereby. Consequently the ammunt stated should be paid the 3 Defendants. As the 3d Defendant did not Cul the land according to agreement, and as it appears he has joined the 2d Defendant. the 3d Defendant is therefore brought as one of the Defendants the Court is therefore requested to recover the Amt abovementioned from the said Defendants

[Seal Office] [Signed] D. Gl
Regr. Colr

Ordered that the following address be submitted in consequence.

To the Chief Secretary to Government.

Sir,

44.45
To the Chief Sect.y to Government.
14th July in Cons
16th Sept.r 1841.

I am directed by the Board of Revenue to request you will lay before Government, for orders, the accompanying letter from Mr. Gleig, Principal Collector of Salem, with its enclosures, being Copy of a Plaint brought by Mr. Fischer, the Mootadar of Salem, against the Principal Collector in the Zillah Court with draft of answer which it is proposed to file in reply.

2. The case is so clearly put and so succinctly met in Mr. Gleig's letter and proposed answer, that the Board confine themselves to simply recommending that authority be given to defend the action at the public charge.

3. In explanation of the delay in laying this letter before Government. I am directed to state that from some unexplained cause, all the

Fort St. George 16th September 1841.

the letters from the Salem district were detained by the servants whose duty it was to forward them - Mr. Elliot, it is believed, is engaged in enquiries on this point. -

Revenue Board Office,
Fort St. George,
16th September 1841.

(Signed) P. B. Smollett.
Secretary

Read again letter from the Principal Collector of South Arcot dated 27th November and entered in Consultation 17th December 1840. -

(46)

Proceedings thereon, 1.

On reference to the Statement which accompanies the foregoing letter and in which are exhibited the particulars of the alienations made under the head of Duttah Mauniums from Cavilland belonging to the Woodiarpolliam Poligar in the Talooks of Manargoody and Chellumbrum, it appears that in many instances it has been found impracticable to ascertain the date on which the Mauniums were first granted, and that in others in which the date of the original grant is known

Fort St. George 16th September 1841.

known, the land has discended from one incumbent to another, from a period prior to the commencement of the Company's rule. -

2 Before passing orders regarding the final disposal of these lands, the Board would wish to be informed in regard to those cases where the "period of enjoyment" has been ascertained, whether the grant under which the land is held is an original one or merely an instrument issued by the Poligar conformatory of a former grant, under which the land had been held for an antecedent period. and they would also wish to have the opinion of the present acting Collector as to the policy of resuming the whole of these Mauniums as recommended in the letter under consideration continuing to the present incumbents a Money allowance for their lives, and transferring their lands at once to the sircar account or allowing the holders in consideration of the antiquity of the grant, where such a plea exists, to retain possession

Fort St. George 16th September 1841.

possession of their Maiesties untill their demise, and resuming the lands as lapses occur.—

Read again letter from the Acting Collector of South arcot dated 28th ultimo and entered in Consultation 6th Instant.—

(47)

Order thereon.—

Ordered that transcript of the foregoing letter from the Collector of South arcot, be submitted for the orders of the Right Honorable the Governor in Council, with a request that sanction may be granted for the charge of Rupees 620-3- in being the net Revenue of the Dahat Enam Village of Kunnaruempettah for fasly 1248 paid in fasly 1249.—

The instructions issued for restricting the allowance to Rupees 200 per annum did not, it will be observed, apply to fasly 1248.—

Read the following letters.—

Fort St. George 16th September 1841.—

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

Sir,

(48)

From the Acting Collr in the Sn Dn of arcot.—

Forwarding information relative to the decrease in the cultivation of Totacal lands remarked upon the Board's Proceedings on the settlement of his District for fasly 1249.

Para 1. In the Report on the settlement of this District for fasly 1249. the late Principal Collector, in pointing out the remarkable decrease in the Cultivation of the Totacal lands, made a suggestion for an alteration in the assessment, the Board in Paras 9 and 10 of their Proceedings in review, advised a far simpler method and one in common practice in other districts to induce a more general cultivation of such lands, but the Government in their Minutes of Consultation of 8th June 1841 appear unprepared to sanction the proposed change. and in Para 8 call for information on the subject which I have now the honor to furnish, in reply to the Board's proceedings of the same Month.—

2. There is no reason whatever to suppose that any grand head

over

over been practised in changing the classes or descriptions of Totacab land in South arcot; indeed it may safely be stated these lands as so classed at the time of the survey are identical with those now entered under that head throughout the district. and the following remarks will I trust, account for the non-cultivation of these lands at the present time.—

3. Previous to our occupation of the Zillah of Arcot there was no land invariably assessed as "Totacab" but poonjah land bearing what is usually denominated totacab produce, paid an totacab Teerwah.—

4. at the time of the survey poonjah lands which were found so cultivated, were classed as "totacab" and rates of assessment were adopted according to their then actual cultivation in reference to its value whatever it might be as plantains, tobacco, Chillies &c. &c.

5. It is obvious that an additional assessment was introduced on all these

lands, by classing them totacab, founded on some what arbitrary principles.

6. at the time of the survey it was moreover intended that Poonjah lands. in which wells were dug should pay some Extra tax or Kuffer, if in consequence of the further supply of water the owners or occupants cultivated totacab produce, but in conformity with the more equitable principles of a ryotwary Settlement this has not been put into force, the result has most naturally been that it has been found far more profitable to incur a first outlay to construct the Well or bawdy to render poonjie land available for the richer cultivation at the lower rate, than to work the regular totacab land at the higher rate of teerwah.

7. The "Totacab" land now waste amounts to about 70 per cent of the whole classed under that head.

J.

I am confident that such a very re=
=markable abandonment of land, so
generally most conveniently situate
near the habitations of the ryots is not
to be attributed in any degree to fraud
or tricks on the part of the people,
either now or formerly, but to gene
=ral miscalculation so common to
a first assessment and subsequent
changes in revenue management not
originally contemplated in fixing it
8.
I therefore most strongly
suggest that these lands remain
under their present denomination
but that the teerwah be regulated
Strictly in conformity with the
nature of the cultivation under
=taken on them. Then it may
fairly be expected that they will
no longer remain waste. and that
the interests of the inhabitants
as well as of the Government will
be advanced.

+ recommended in Board's proceedings of 19th April 1841. Para 10.

Cuddalore, - - -
Coll.rs & Cutcherry. - -
1st September 1841. -

(Signed) C. H. Hallett.
Actg Coll.r

Ordered to be sent again in
Order thereon.
(Read again in Con.n of 14th Oct.r) circulation. -
48. 49

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

From the Actg Coll.r in the Jn.r Dv.n of Arcot. -

Sir,

I have the honor to re=
=quest the Board's notice on the following

50

Subject. -

One Gholam Shaba Rutally a Yeomiadar has petitioned me to pay him arrears from 11th April 1836. His identity is proved. -

I find that the late Nabob conferred on Petitioner's grandfather, Syed Mahomed akbar, the yeomiah in question, on his death it was re=
=newed in favor of his family. In fusly 1216 C.E. Collector Ravenshaw on arranging all the yeomiah claims gave a purwanah to the Petitioner who was then 9 years old for the sum of 154 - 14 - 0 Rs. per annum. -

The purwanah is solely in Petitioner's name, but on the records of this Office the names of three relations, Azeem & Beebee Meerum Sahabah, and Meer Mahomed, are entered in Mootalqua no. -

She

The Petitioner continued to re-
-ceive the full yeomiah up to 11th april 1836, no
notice being taken of the other parties.-

In December 1836 and January
1837 enquiry was made into the existence of
these other parties, the Petitioner alone having
appeared before the Collector but without
any result.-

The Petitioner never appeared
from that date till October last year,
and he states that all the Mootal guar-
relations are dead and that severe do-
domestic affliction as well as repeated
illness has prevented his applying for
payment. There is some reason to
believe to suppose that during the
last two years he has been insane
He was before the Collector
on 31st January 1837. when enquiry was being
made, and therefore his title to andra
pay is good up to that date. But under
existing rules he forfeits from that date
to the 26th October 1840 when he re-
-appeared.-

I have the honor to request
therefore that I may be authorized to pay
him 1/4 of the yeomiah from 12th april
1836 to 31st January 1837 as his fair due and
also the same portion of the forfeited amount
as an indulgence.-

Rs. 203-4-4-

Cuddalore, Coll.
Cutcherry,
3d August 1841.-
Resolution thereon.-

(Signed) C. M. Hallett.
Actg Collr

It appears to the Board that
applications regarding the payment of arrears
of yeomiahs and other allowances of a charit-
-itable nature should be submitted for
the special sanction of Government through the
Office of Audit in conformity with the cir-
-cular letter from that Department dated 10th
February 1840. The acting Collector is requested
to take measures accordingly.-

Read

60. 51

Read the following letter.

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

Sir,

57

From the Pro. Collr of Canara.- Reporting for the Board's sanction the seizure and confiscation of a quantity of Bettlenut and other articles.- 12th August 1841.

1. I have the honor to forward for submission to the Board of Revenue a copy of a report from the additional Sub Collector, cMr. Lushington, on the seizure of certain smuggled goods in transit through this District from the Nuggur Division of cMysore.-

2 The circumstances under which the goods were smuggled are fully stated by cMr. Lushington, and leave no doubt in my opinion as to the goods having been clandestinely exported to evade the customs of the Nuggur as well as the Canara District.-

3. with the view of encouraging the detection of the extensive contraband smuggling carried on across our frontier from the Nuggur Division. I concur with the Additional Sub Collector in the expediency of allowing the share of commission and the

the duty leviable on the Smuggled goods in Canara to be included in the rewards to the informers and Seizers - Should the Board see fit to sanction the proposed measure, the amount to be

Total Market value Rupees a. P.
Estimated ——— 125 - 5 - 8.
Amount of Nuggur
Customs —— 88-9-8.
Canara
Customs —— 6-4-3.
Commission 15. 3. 11.
Share of
Informers
and Seizers 15-3-10.
36-12-=
125-5-8-

distributed as reward with two Rupees 36 12 the sum of Rupees 88-9-8 being sent to the Superintendent of Nuggur as Customs of that

Division -

4. Although the owners of the Bullocks are in my opinion liable to strong suspicion of having been concerned in the present act of smuggling, yet as they were for the inconvenience of going the country and adducing pro

of their ownership of the Bullocks of which three died before their restoration, it may be considered that no further punishment is necessary on the present occasion. -

/Signed/ H. M. Blair
Principal Collector.

Prin.l Coll.r Cutcherry, Mangalore, - - - - - 28th August 1841. —

No 1

The Principal Collector of Canara.

Sir,

Para 1. I have the honor to request that you will obtain the Sanction of the Board of Revenue for the confiscation of Some Betelnut as per margin which was seized on the night of the 28th March when in transit from the Nuggur District, through the Sonda Talook into Dharwar. -

Quantity	Articles	Rate	Duty
15 Bags of	Betelnut Cut	4 12 = 184 = =	55 3 2
	Cardamums	= 1/4 = 10 = =	1 8 11
	Pepper	= 2 = = 3 5 =	= 4
		194 9 6	56 12 5

2. The circumstances under

under which the seizure was made are as follows - On the 28th of March 2 Sayer Peons belonging to the Chandergooty Tannah in the Nuggur District crossed the frontier and gave information to the Chowkeydar of Bumwassy in the Sonda Talook that they were on the track of some Betelnut which had been purchased in the Nuggur District and had been smuggled past the 2 Chowkies of Anwutty and Chandergooty at either of which the duty ought to have been collected, and requested assistance from our Police in following up the track and making the Seizure. This was immediately given and in the course of the night the party came upon the Smugglers as they were proceeding along a by road at the Village of Waddumcoupe They all ran off at once and effected their escape, leaving 15 Bullocks with

their loads, containing Smuggled property as above shown, in the hands of the Police.-

3. On the 3d of April 2 persons naming themselves Birramanah and Sheeva Lingapah appeared before the Sonda Camavasidar and gave in a petition stating that the Bullocks seized were their property. They were forwarded for examination to the late Sub Collector Mr. Ed. Maltby and in their depositions before him declared that they had been with their Bullocks from Sovenar to Coompata and were on their return when they met a person who called himself Channa Bassapah coming along the road with 12 Bullocks carrying Betelnut &c. that he asked them if they would give their Bullocks on hire to carry it to Bradigee in the Dharwar District, that they assented and were on their journey at night when the Police came upon them

and

and thinking it might be a gang
of Robbers they ran off. They stated
that they were not aware where the
Chenna Busvapah resided or who he
was, and I may here mention that
the spot at which they were seized was
entirely out of the route by which they
would have returned from Coompta
to the Dharwar District.

4 as they affirmed that
they were unable to produce any person
residing in this District who could
prove that the Bullocks seized were
their property. Mr. Maltby discharged
them after taking suitable security
for the Bullocks being produced
whenever called for and directed
the claimants to go to the Village
to which they belonged and to
adduce evidence to prove that they
were the owners.

5 Mr. Maltby in the
mean time left the District on
after a long period the claimants

produced their Witnesses who were examined
by me on the 14th July together with certificates
from the Local officers of the Village to
which they belonged. I consider that they
have established their ownership and
although it is impossible to ascertain
whether the Betelnut seized belongs
to them or not, I am of opinion that
the inconvenience to which they have
been put by the loss of the services of
their Bullocks for some Months or
which from the circumstances above
shewn was unavoidable, will be
sufficient punishment without sub-
=jecting them to a prosecution for smuggling.-

6 The delay which has
taken place since the claimants title
was established by evidence has arisen
from it having been necessary for me
to correspond with the Superintendent
of Nuggur who had written to me
stating that he had obtained evidence
shewing from what party in his District
the Betelnut had been purchased, and

requesting

requesting that as it had been traced by his police and as before entering into Sondah, it had been smuggled past the Nuggur chowkies and was therefore liable to seizure and confiscation, it might be given up to him and the parties forwarded for examination, or that if this could not be done, the duty due to the Mysore State amounting to 22 - 7 - 8 as might be transmitted to him and that the usual reward might be given to the Officers whose information led to the seizure.-

7. In reply I express'd my opinion that as the Betelnut had been seized in the Province of Canara and the parties conveying it were travelling along a bye road leading into the Dharwar District by which they would avoid all our chowkies the collection of the established duty due upon it's transit through the

District

District, I did not feel myself at liberty to cause the smuggled article to be delivered up to this Officer, but in recommending it's confiscation I should propose that from the proceeds realized by it's sale, the duty due to the Mysore State as well as to this District should be defrayed, and that such portion of the remainder as the Madras Regulation allow as a reward should be duly distributed to the informant and the Captors.-

8. In regard to the liability of the Betelnut to confiscation, it appears to me only necessary to add that although I am not aware that any large quantity of Betelnut or other article liable to the Cowlat duty has been recently seized when in transit from the Nuggur District into Dharwar through Sonda, it is a well known fact that much is thus smuggled, the chances of being able to pass it with impunity through our-

ear Jungles being much greater than can be calculated upon in the comparatively less Woody Country on the Dharwar frontier of Nuggar. The Map will show you the extreme irregularity of our line of frontier near Chundergooty where a portion of the Nuggar District varying in breadth from 8 to 10 Miles and of equal length is bordered on 3 sides by parts of Mysore and a single Night's good work with fresh Bullocks will carry smuggled goods from Nuggar into Dharwar thereby our District without approaching any of the Chowkies established for the Collection of the Bowlut Duty.-

9- As since I wrote to Mr. Devereux I have perceived that after discharging the duty levied in each District from the proceeds which may be expected to arise from the sale of the smuggled property as shewn in the Margin

	Rs. a P.	
+Estimated Market Value		+Margin the
Betelnut at 26 Rupees per Candy	119 9 8.	sum which
Cardamums at 20 Rupees per Maund	5 8 "	will remain
Pepper at 5 Rupees per Candy	" 4 "	for distribution
	125 5 8.	according to the
Deduct duty leviable in this district at the rate of 5 Rupees 5 per Cent upon the proceeds of the sale	6 4 3.	Regulations will be very small
Ditto duty due to the Mysore State	88 9 8.	indeed and not
	94 13. 11.	
Balance	30 7 9	such as to
Commission	15. 3. 11	afford much
Reward to Informers	7. 9. 11	encouragement
Ditto to persons making seizure	7. 9. 11	either to infor-
	15. 3. 10	mants or the
	30-7-9-	

officers of Government to exert themselves on the occurrence of any similar case, I beg to suggest for your consideration whether it would be advisable to recommend to the Board that in this instance, under the peculiar Circumstances of the case, as the smuggled articles are the produce of Nuggar and were merely brought into this District as the easiest mode of evading the Nuggar Customs due on their transit into the Dharwar District

district for which they were intended the duty leviable upon them in Canara and Commission should be struck off. leaving the balance after discharging the duty due to the Mysore State amounting to Rupees 36 - 12 as - a for distribution to the informants and Captors consisting of 6 persons, of whom 2 are the Holkars of Chundergooty who gave the information and were present at the seizure the remaining 4 consist of the Chowkey Poladaree and 2 Holkars of the Bunnawassy Custom Chowkie. -

10 The Canarese Record of the case is forwarded herewith. -

Siroy, Canara, -
12th August 1841 } /Signed/ T. D. Lushington
Additional Sub Collr

/True Copy/
/Signed/ W. M. Blair.
Principal Collr

52. 53
Resolution thereon, The Board authorize the confiscation of the Smuggled Goods alluded to in the foregoing letter, and the distribution of the proceeds in the manner recommended by the Principal Collector in Canara.

From the Principal Collr of Canara. Read Abstract Statement shewing the Number of persons charged, convicted, acquitted and forwarded to the Criminal Judges and the Number of appeals preferred and disposed of under the provisions of Regulation IX of 1822 and VII of 1828 from the 1st January to 31st June 1841.

54

54. 55
Order thereon Ordered to lie over until the receipt of the Returns from other Districts when a Statement of the whole will be prepared and submitted to Government.

Read the undermentioned Registers.

56
From the Collector of Malabar. Register of Petitions bearing the Board's endorsements presented to them in the Month of May last.

57
From the Collector of Malabar. Register of Petitions bearing the Board endorsements presented to them in the Month of June last.

56. 58
Order on the two aforementioned Registers. Ordered to be lodged in the Office.

Resolved that the following letter be despatched

To

59

To the Acting Chief Secretary to
Government

To the Acting Chief Secy. to Government } Sir,

In conformity to the rule of Government conveyed in the Extract from the Minutes of Consultation of the 18th October 1838 I am directed by the Board of Revenue to submit for transmission to the Honorable Court of Directors the Proceedings for the Months of January 1841.

Revenue Board's Office
Fort St. George
10th September 1841

Signed P. B. Smollett
Secretary

Resolved that the following letter be dispatched.

60

To the Collector of
Tinnevelly

To the Collector of Tinnevelly } Sir,

Referring to the Collector's Endorsement dated 8th July last on Petn. No. 229 of 1841 I am desired by the

Board of Revenue to state that they do not consider themselves authorized to decide in the matter to which it has reference, and that the Petitioner should accordingly be referred to the Civil Court for redress.

Petitions No. 229 and 280 of 1841 are herewith returned for delivery to the parties with the following Endorsement—

"As the decision of the Acting Collector they should complain to the Civil Courts."

Revenue Board's Office
Fort St. George
10th September 1841

Signed P. B. Smollett
Secretary

Received the undermentioned Miscellaneous Letter and Statements

61

From the Collector of Chingleput. Abstract of Demand Collection and Balance from 12th to 31st July last.

62

From the Collector of Madura. Abstract of Demand Collection and Balance from

(63) from 1st to 31st July last.

From the Collector of Chingleput. Statement shewing the average Bazar wholesale prices of Grain and Salt from 1st to 31st July last

(64)

From the Collector of Malabar. Statement shewing the average Bazar wholesale prices of Grain and Salt for the month of July last.

(65)

From the Principal Collr of Madura. Return of persons in confinement in pursuance of warrants passed under Regulation IX of 1822 for the month of August last.

(66)

From the Principal Collector of Madura } Return of persons suspended or dismissed under section VII Regulation VII of 1832 for the month of August last.

(67)

From the Principal Collector of Salem } Statement shewing the quantity of Salt in store and ready for exportation on account of the Salt

Chingleput Indent of 1840/41 from 1st to 8th September 1841.

(68)

From the Collector of Rajahmundry } Return of fines imposed and stoppages made from the pay of the public servants from 1st April to 30th June last.

(69)

From the Collector of Rajahmundry } Return of alterations that have occurred in the list of fines & stoppages from 1st April to 30th June last.

(70)

From the Collector of Rajahmundry } Return of public servants suspended or dismissed from & stoppages from 1st April to 30th June last.

(71)

From the Collector of Rajahmundry } Reporting that the Returns of Peishcush Defaulters contained in the Statements for the quarter ending 30th July last have not been received from the Talooq Sherishtadars on the dates fixed for the purpose.

(72)

From the Collector of Salem. Returning 3 Statements presented by Shaikh Hussain on the dates fixed the reports on the 29 May last.

11984 Fort St. George 18th September 1841

From the Principal Collector of Tanjore — } Stating that no goods were recommended for confiscation during the Month of July last

" Kent.

" Do Bruce

Comd. Thos. Ritchie.

11985 Fort St. George — September 1841

Diary.—

18th September. Mr. A Robertson has, in pursuance of his appointment published in the Fort St. George Gazette of the 17th Instant, assumed his seat as acting 3d Member and subscribed the following Oath according to Section II Regulation I of 1803.—

Mr. A. Robertson's Oath, I, A. Robertson, do promise and swear, that I will to the utmost of my endeavours well and faithfully execute and discharge the duties of an Officer of Revenue, reposed in and committed to me by the East India Company, and that I will not demand take or accept directly or indirectly, by myself or by any other person for my use or on my behalf, of or from any Rajah, Zemindar, Taloukdar, Pōligar, Farmer, Renter or Ryot, or from any person paying or liable to pay any tribute Rent or Tax, to or for the use of the said Company, any sum of money or other valuable thing by way of Gift, Present, or otherwise, over and

and above, or besides and except the actual tribute, Rent or Tax, authorized to be taken by and for the use of the said Company, and that I will justly and truly account for, answer and pay, all the rents, duties and other Revenues, and sums of money which shall come to my hands, or to the hands of any person or persons in trust for or employed by me, as an Officer of the Revenues of the said Company unto the said Company.—

So help me God

/Signed/ A. Robertson

Sworn to before me
this 18th Day of September
1841 at Madras.

/Signed/ J Dent
Justice of the
Peace

Order thereon

Ordered that the foregoing Oath be submitted to Government together with the following letter.—

To,

To,

The Acting Chief Secretary to
Government

(1-2)

To the Actg. Chief Secretary to Government

Sir,

I am directed by the Board of Revenue to report that A Robertson Esqre has this day assumed his seat at the Board in pursuance of his appointment as Acting 3rd Member, having first taken and subscribed the Oath herewith transmitted.—

Revenue Board Office
Fort St. George
18th September 1841.....

/Signed/ P. B. Smollett
Secretary

Received the following letter
18.

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

(3)

From the Pl. Collr. in the Nth Dn. of Arcot.....

Sir
Parat 1.

I have the honor to request the Board's early instructions whether the Tripully Khanica or Offerings of the Brammoochavem Festival are to be realized as usual in this year, if so, an additional Police

Police force of 5 Duffadars and 30 Peons will be absolutely necessary to be entertained for the protection of the money and for escorting it to the Talook Treasury.—

2 This Establishment is exclusive of the Sibbendy, usually entertained, a Statement of which was transmitted for sanction in my letter of the 10th Instant.

3. The application I now make is in consequence of the Officer Commanding the Centre Division entertaining a doubt whether the usual guard of Sepoys can, under recent instructions be furnished without a reference being made to Government.

4 Copy of Brigadier Napier's letter I have the honor to forward.—

Principal Collr. Cts. Cutcherry—
Palamanair 15th September 1841 } /Signed/ G. M. Ogilvie
Principal Collector

A

To, The Principal Collector of
North Arcot
Sir,

I have the honor to acknowledge the

the receipt of your letter No. 70 dated 10th Instant, and which only reached me last Night.

Your requisition for a party of Sepoys to preserve the peace at Tripulty I should have considered it my duty to comply with, had it not been for the circumstance of your calling for a certain fixed number of Hindoo Soldiers only, instead of a general guard which with reference to the late Circular seems to me to require a reference to Government.—

Head Quarters—
Centre Division—
Vellore 14th September
1841— } /Signed/ J. Napier Brigr.
Commanding Centre Dn.

/True Copy/
/Signed/ G. M. Ogilvie
Principal Collector

3.4

Proceedings thereon

The Board desire that no change be made in the arrangements for conducting the Tripulty festival, or in the method of realizing the Offerings until the issue of further orders.—

2. As Brigadier Napier has expressed

expressed himself ready to furnish a general guard the Board are not aware of any reason for the entertainment of an Extra Establishment, but if there be any impediment to the arrangement the Extra Establishment must be entertained and special sanction requested for the disbursement incurred thereby.—

3. Application will be made for the entertainment of the usual Sibbendy applied for in the Principal Collector's letter of the 10th. Instant, and the orders of Government will be forwarded to Mr. Ogilvie as soon as practicable.—

Revenue Board Office,
Fort St. George
18th. September 1841.

/Signed/ P. B. Smollett
Secretary

At a Meeting Present
John Dent Esqre. Senior Member
G. D. Drury Esqre. Second Member
and
A. Robertson Esqre. Acting Third Member.
Alexander Maclean Esqre. Temporary Member
Absent on leave

Monday 20th. September 1841

Minutes of the last meeting read and approved.—

5

From the Actg. Chief Secretary to Government.

Read the following resolution.—

Extract from the Minutes of Consultation dated 8th. September 1841.

The Right Honorable the Governor in Council sanctions the drawback, amounting to Rupees 246—15—. on Betel, the produce of the Chingleput District, imported into Madras in Fusly 1249 for the use of His Highness the Nobob of the Carnatic.—

By order
/Signed/ Robert Clerk
Actg. Chief Secretary

Ordered that the following letter be sent in consequence.— To,

To,

The Acting Collector of

Madras

(5-6)

To the Actg Collr. of Madras

Sir,

From Govt. 8th. in Cons. 20th Sept. 1841 in Cons. 23 Augt. 1841

With reference to Mr. Robertson's letter of the 12th. Ultimo I am directed by the Board of Revenue to acquaint you that the Honorable the Governor in Council has been pleased to sanction the drawback Amounting to Rupees 246-15- on Betel the produce of the Chingleput District, imported into Madras in Fusly 1249 for the use of his Highness the Nabob of the Carnatic.

Revenue Board office
Fort St. George
20th. September 1841

(Signed) R. T. Porter
Sub Secretary

(7)

From the Actg Secty to Government

Read the following Extract

Extract from a General Letter from the Honorable the Court of Directors Dated 20th. January 1841

Extract from the Minutes of Consultation under date the 7th. September 1841

Para. 31. From the able report of Mr. C. R. Cotton the Commissioner in Canara, on the proceedings connected with

13. also Secretary's Letter dated 3 December N. 621 1839. Proceedings connected with the trial of Kistna Row

6 Under the authority of the Honorable

Kistna Row late Head Sheristadar in Canara and of the other Bramin and Christian servants in that District under Mr. Stokes Commission, annulled the withdrawal of the prohibition to their re-employment and the appointment of Kistna Row to act as Head Sheristadar in Malabar reported. His application for compensation for the loss of allowances during the period that he was out of employ transmitted for the Court's consideration.

with this case we are satisfied that the Government acted under a misapprehension of the circumstances under which the enquiry was conducted, when they authorized the dismissal of these Individuals, and declared them to be ineligible for future employment in the Public service. The annulment of the proceedings and the withdrawal of the prohibition against their re-employment will remove the stigma from their characters, and again place them in that position from which it appears they never ought to have been removed, and it will, we trust, be in the power of the local Officers to replace them in situations equal in rank and emolument to those from which they were ejected. We cannot however

Honorable Court conveyed in Para. 33 the Right Honorable the Governor in Council directs that compensation be made to Kistna row for the loss of allowances sustained by him during his late removal from employ by the grant of the sum of Rupees 15563-14-5 which is stated by the Board of Revenue in their acting Secretary's letter of the 7th. November 1839 to be the difference between the aggregate of his salary for the period he

however, but fub, that by their long exclusion from Official employment, they have been undeservedly subjected to severa privations, for which a simple reinstatement in Office will not provide a sufficient remedy. he was out of Office and that paid to his succe

32 With reference to Kistna Row's application for compensation for loss of allowances, you state that you "are not of opinion that "this claim should be admitted, as "it would probably lead to similar "claims being put forward by every "public servant who has been restored "to Office after dismissal or suspension" Admitting the full weight of this consideration it must yet be remember ed that each case must rest on its own merits and that compliance with an application of this nature can never

never be claimed as a matter of right but can only be sought as an act of grace towards an individual who has been wrongfully subjected to suspicion and loss

33. The case of Kistna Row appears to us to be particularly deserving of consideration, and he can to certain extent be compensated for his sufferings without entailing any loss on the Public Revenue. The total amount which he would have received had he continued in Office, is stated to be Rs. 42,282-13-2, but the amount actually received by his successor is only Rs. 26,718-11-9. leaving a balance of Rs. 15,563-11-5. The latter amount might therefore be awarded to him without creating any greater charge on the Revenues of Canara, than would have been

the case had be continued in Office,
and to this extent we authorize you
to compensate him.

6 Mr. Freese the Acting Collector of Chingleput permitted to rent the Government House at Pallicarney.

38. It appears that since 1827. the amount expended by Government in repairs to this House is Rupees 8,758 2. while the Amount of rent brought to account is only Rs. 2,400. a further amount appears to be due on account of Rent which by some oversight or misunderstanding has not been collected. Unless some particular reason exists for retaining this House in the possession of Government it would be better at once to dispose of it for any price that can be obtained.

10. The Board of Revenue will be requested to submit their sentiments in communication with the Collector of Chingleput on the suggestion contained in this paragraph for the disposal of the Government House at Pallicarney.

To The President
and Members of the
Board of Revenue

/True Extract/
/Signed/ Walter Elliot
Acting Secretary to Govt.

Proceedings

Proceedings thereon.

7. 8

The Board proceed to dispose of the General letter from the Honorable Court of Directors dated the 20th January 1841. No. 2. accompanied with Extracts from the Minutes of Consultation of Date the 7th September 1841.

Court's Despatch — — — — — Paras 31 to 33. — — — — — Minutes of Consultation Para 6.

Ordered that transcript of these Paras be furnished to the Collector of Malabar for his information and guidance, with reference to the letter from this Department under date the 23d December 1839. Mr. Conolly will be pleased to acquaint his Head Sheristadar, Kistna Row, with the decision of the Honorable Court in his case, and pay him the amount they have been pleased to grant him in compensation for his loss.

Court's Despatch Para 38. Minutes of Cons. Para 10.

The Collector of Chingleput, to whom it is ordered that Copy of the foregoing correspondence be furnished, will be pleased to submit his opinion regarding the

the best mode of disposing of the Govern=
=ment House at Pulicarney.

(9)

From the Asst. Sec.y to Government.

Extract from the Minutes of Consultation dated
7th September 1841.

Read the following letter.

To H. Chamier Esqre
Chief Secty to Govt of
Fort St. George.

Sir,

In reply to your letter and
its enclosures of the 17th ult.o I am direct=
=ed to acquaint you that the Right Honora=
=ble the Governor General in Council has been
pleased to sanction an expense not exceed=
=ing Rupees 1,755 for clearing and improving
the Tricalayoor Forest lately obtained by
the Collector of Malabar on account of
Government for the supply of Teak Timber.

2nd. His Lordship in Council is further
pleased to sanction the employment of the Esta=
=blishment Noted in the Margin
at a Monthly cost of Rupees 51 for
aiding the Sub Conservator in the
discharge of his duties.

Native Assistant	15.
A Duffadar	6.
6 Peons @ 5	30.
Rupees	51.

The

3. The temporary Establishment
(Rupees 1,755/) is to be entertained for the pur=
=pose of removing the Jungle growing about
the Saplings and plants, thinning and trans=
=planting the young Trees, and sowing
the favorable Grounds unoccupied. The
Governor General in Council finds no
data by which to estimate the labour
required, but the Collector will satisfy him=
=self that it is well superintended and
the public Money carefully and advan=
=tageously disbursed.

4. The original Enclosures of your
letter are herewith returned.

Fort William,
the 11th August 1841.

(Signed) G. A. Bushby
Secy to the Govt of India

1. Ordered that the foregoing letter
be communicated to the Board of Revenue
with reference to the Extract from their
Proceedings dated the 1st of July last No 278.
The Board will in communicating the
same for the information and guidance of
the

12000

Fort St. George 20th September 1841.

the Collector of Malabar, direct that officer's attention to the observations of the Government of India, contained in the 3rd Para 2.

Ordered also that Para 1 and 2 of the letter from the Government of India be furnished to the officers of Account and Audit, for their information and guidance.

/Signed/ Walter Elliot.

A.G. Secy. to Govt.

9. 10

Order thereon.

Ordered that a Copy of the foregoing letter from the Supreme Government, with a Copy of Para 1 of the order of Government thereon, be communicated to the Collector of Malabar with reference to his letter of the 12th June last.

11

From the Actg. Deputy Secretary to Government. Read letter transmitting translated Copies and translations of certain acts of the Supreme Government.

ORIGINAL DESTROYED

11-12

Order thereon.

Ordered that the papers received with the above mentioned letter be lodged in the Office.

Read the following Statement

Statement

Fort St. George 20th September 1841.

Statement showing the Quantity of Salt in Store and ready for Exportation at the undermentioned Ports on the Coast of Malabar on the 13th September 1841, as per Letter from the Board of Revenue under Date 12th July 1841.

Ports.	Quantity of Salt remaining in Store and ready for Exportation on the 1st July 1841.	Quantity manufactured during the Months of July & August 1841.	Quantity of Salt sold & delivered for Exportation during the Months of July & August 1841.	Quantity remaining in Store and ready for Exportation on the 13th September 1841.	Remarks.
Cannanore	50,000			50,000	
Tellicherry					
Carringa					

13

Bellah Kayakmoodey, Collr's Cnl. Collectory

Samuel Cottah, 13th September 1841.

13-14

Order thereon

ORIGINAL DESTROYED

Statement.

12002.

Fort St. George

20th September 1841.

Statement of Salt for Exportation to Calcutta

(15)

Southern Division of Arcot

from the Port of Markanum in the District of the

u/o to 10th " September 1841.

Quantity of Salt permitted to be exported to Calcutta in the year 1841.	Quantity already Exported.	Quantity remaining to be Exported.	Quantity actually in Store and ready for Exportation.	Remarks
Bengal Maunds.	Bengal Maunds.	Bengal Maunds.	Bengal Maunds.	
50,000	"	50,000	50,000	

ORIGINAL DESTROYED

South Arcot, Collector's Circuit Cutcherry,
14th " September 1841- - - - - - - - - - - - -

Signed C. H. Hallett
Acting Collr.

Markanum is about 20 Miles North of Pondicherry and for the guidance of Vessels in making the place a temporary Flag Staff will be erected on the beach and the Union Jack kept flying from Sunrise to Sun set.

Applications for Salt to be addressed to the Collr at Cuddalore Superscribed "Calcutta Salt Export" it is requested that the probable date of the Arrival of the Vessel at Mercanum may be stated.

It will be optional for parties taking Salt to pay for the same at the Collr's Cutchery or to the Sazildar at Marcanum.

(15.16)

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

Signed C. H. Hallett
Ag. Collr.

Read the following Account Current.

Salt

ORIGINAL DESTROYED

12003.

17

Fort St. George

Dr. Salt Account current in the District of Ma- 4th Quarter of Fusly 1250.

			Mds	Mn	Mm	Sr	Mds	Mn	Mm
1840 July.	12th	To Balance on hand at commencement of the current Fusly	"	"	"	"	3,885.	330.	5 "
1841 July	11th	To Quantity of Salt produce from 12th July 1840 to 31st March 1841	1947	218.	" "				
		To Do from 1st April to 11th July 1841	3,407	60	" "				
							5,354.	278.	" "
		To Do gained by measurement from 12th July 1840 to 31st March 1841	196.	128	7	3/4			
		To Do of Do by Do from 1st April to 11th July 1841	13	115	" "				
							209.	243.	7 3/4
		To Do of Do seized from Smugglers from 12th July 1840 to 31st March 1841	"	"	2 "				
		To Do of Do from Do from 1st April to 11th July 1841	"	101	5 "				
							"	101	7 "
		Total Salt					9,450.	154	3 3/4

20th September 1841.

Sulipatam from 12th July 1840. to 11th July 1841. or for the } Cr.

				Mds	Mn	Mm	Mds	Mn	Mm
1841. July	11th	By total Sales of Salt from 12th July 1840 to 31st March 1841.	Home Consumption	393.	200.	" "			
			Inland Do	1,789.	160	" "			
							2,182.	300.	" "
		By Do from 1st April to 11th July 1841.	Home Consumption	115	275.	" "			
			Inland Do	69.	120.	" "			
							184.	395.	" "
							2,367.	355.	" "
		By wastage found from the actual measurement of Salt from 12th July 1840. to 31st March 1841.		1	280.	" "			
		By Do Do from 1st April to 11th July 1841		"	"	" "			
							1.	280.	" "
							2,369.	235.	" "
		Balance in Sand					7,080.	319	3 3/4
		Total Salt					9,450.	154	3 3/4

Fort St. George 20th September 1841.

ney Account current of Salt from 12th July 1840 to 11th July 1841. or for the 4th Quarter of fusly 1250.

les from ly 1840. March 1841.	Home Consumption	41,317	8	4				
	Inland Do.	1,87,887		4	229,204	8	4	
Do from 1st l to 11th 1841	Home Consumption	12,147.	3	4				
	Inland Do	7,276.	8	4				
					19,423.	11	4	
					2,48,628.	3	4	
Amount of fines levied from blic Servants from 12th ly 1840. to 31st March		10	10	2				
Do of Do from Do from 1st l to 11th July Do		131	4	9	141.	14	11	
Total Company's Rs.					2,48,770.	1	11	

1841 July 11	By Cash paid for Servants wages from 12th July 1840 to 31st March 1841	39,71.	13	7.				
	By Do for Do from 1st April to 11th July 1841	1,530.	14	5	5,502	12		
	By Do for Rufoomdars from 12th July 1840 to 31st March 1841	106	15	9.				
	By Do for Do from 1st April to 11th July 1841	63	9	7.	170	9	4	
	By Do for Contra Charges including Lascarees from 12th July 1840 to 31st March 1841	847	3	6.				
	By Do for Do Do from 1st April to 11th July 1841	2,610.	12	11.	3,458	0	6	
	By Do Share or Interest to the Manufacturers of Salt from 12th July 1840 to 31st March 1841	4		4				
	By Do Do to the Do of Do from 1st April to 11th July 1841	7,252	5	2	7,252.	5	2	
					16,383.	10	1	
	Net Revenue from 12th July 1840 to 31st March 1841	224,289	1	4				
	Do Do from 1st April to 11th July 1841	8,097	5	8.				
					2,32,386.	7	0	
Total Company's Rupees					2,48,770.	1	11	

Demand, Collection ..... 248769-7-9.
ipts on account of Charges written back. 0-10-2
248770-1-11.

Masulipatam,
Collector's Cutcherry,
10th Septr 1841.

C C.
J. / Signed / P. Grant
Coll.

17. 18

Order thereon. Ordered to be recorded.

12005.

Fort St. George 20th Septe

Read the following

To The Secretary to the

19

From the Collr of Chingleput.

Sir, Board of
Fort St. Ge

With reference to your
of the 9th Ultimo, conveying Sanction
the suit filed against myself and
in the Zillah Court by Aroonachela
&c. of Boodoor, I have the honor to
for the information of the Board
Revenue that the Plaintiff immed
on the answer being filed presente
Motion to the Court requesting to be
ted to withdraw his action as regard
self. An order has been addressed
Government Vakeel to take steps to
the Costs already disbursed.

Chingleput District,
Collector's Cutcherry,
Pullicarnay, 9th September 1841.

I Signed / A. Freare.
Collect

Ordered that the followe
drafs be submitted together with the foregoi

19. 20

To The Acting Chief Secy to Government.

To The Acting Chief Secretary to
Sir, With reference to the Estr

In Cons 9th Augt 1841

from the Minutes of Consultation under dated the 27th July. I am directed by the Board of Revenue to request you will lay before Government for information, the accompanying letter from Mr Freese Collector of Chingleput. It will be seen from this that the Plaintiffs Aroonachela Moodelly and Comaraspah Moodelly, have with drawn the action therein adverted to, so far as it relates to the Officers of Government.

9th Instns 20th Septr 1841

Revenue Board Office, Fort St. George, 20th September 1841. } (Signed) R. I. Porter. Sub Secy.

Read the following letters.

21

From the Pr. Coll. of Salem.

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

Sir,

With reference to my letter of the 18th ultimo I have the honor to inform you that having received no reply thereto I have in anticipation of the Board's sanction made over the rents of Arrack, Betle and Tobacco to the persons who made the highest offers as per Statements already forwarded.

DESTROYED ORIGINAL

Salem Gillah, Office Pr. Collr Cutcherry, 19th July 1841. } (Signed) G. D. Gleig Pr. Collr

Order thereon.

21-22

Mr. Gleig the Board have no reason to doubt, has exercised a sound discretion in making over the Rents of the Arrack, Betel, and Tobacco, to the highest bidders. But it must be observed that the letter of the 18th June referred to as containing the Statements of offers, has never reached the Board.

The amount of the offers agreed upon should be reported for the Board's information.

DESTROYED ORIGINAL

To

23

From the Pr. Collr of Salem. Stating that the acting Sub Collector had without noticing the communications made to him regarding Veerasawmy the person against whose improper interference he had solicited the Board's interposition, sent for confirmation a Takeed appointing that individual a Comastah in the Sub Dn. & objecting to this appointment: also Complaining of delay in hearing from the Sub Collr in attention to Communications.

2 Dispatches 18th 23d June &c.

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

Sir,

Para 1. Referring to my letter of the 30th April last, I have the honor to forward, for the information of the Board, Copies of letters forwarded to the Acting Sub Collector in this District, to these I have not been favored with any reply About the end of June Mr Elliot forwarded for my counter signature a takeed to the treasurer, intimating his having appointed Veerasawmy Goomastah in his Cutchery, to this appointment I objected and addressed Mr Elliot on the 8th July as per Copy of Letter herewith sent.

2. The appointment made by Mr Elliot of the abovementioned person does not in my opinion tend to remedy the evil. It is already known to all the Cutchery the influence he exercised in the transaction of business before his appointment, nor is it likely that they will be inclined to judge it.

it less now though his name is entered as Goomastah.

3. Imyself feel the position which the Acting Sub has chosen in the delay of business from his inattention to communications.

I forward for the Board's inspection a list of the Assistance I have had since taking charge of the Salem District and small as that has been, it would be better for me to be without an Assistant. if I have not Cordial Cooperation in business.

Salem Zillah, ——
Ossoor, Pt. Coll.r Cutcherry, } / Signed J. D. Gleig
21st July 1841. —— } Pt. Coll.r

To W. Elliot Esq.re
Acting Sub Collector.

Sir,

I have the honor to enclose for your information Copies of letter addressed by me to the Board of Revenue and their reply thereto. Copy of my letter would have been sent to you before, had I not thought that

that the more proper course would have been for the Board to have furnished you with this for your reply. In conformity to the Board's instructions, I request you will remove from attendance upon you and prohibit the personal appearance in Cutcherry of the person, named Veerasawmy against whose interference, you are aware, complaints have been received.

Salem Zillah, }
Ossoor, } / Signed J. D. Gleig
Point Coll.r Cutcherry } Pt. Coll.r
22nd May 1841 }

To

G.B. 1822

Fort St. George 20th September 1841

To

W. Elliot Esqr.

Acting Sub Collector

of

Salem.

Sir

I have the honor to call your attention to my letter of the 22nd Ultimo, and to request your reply thereto without delay.

Salem Zillah,
Office,
Princl. Coll.rs Cutcherry
23d June 1841

[Signed] J. D. Ogleby
Princl. Collector

To The Acting Sub Collector
of
Salem.

Sir,

Referring to your letter

Fort St. George 20th September 1841

to the Treasurer dated 17th June, I have the honor to request that if the person therein nominated to act as Sub-mastah in your Cutcherry be the same against whose interference I had occasion to address the Board of Revenue, you will not appoint him to employment under you until the orders of the Board be received.

Salem Zillah,
Office,
Principal Collector's
Cutcherry
8th July 1841

[Signed] J. D. Ogleby
Princl. Collector

Statement

12012 Fort St. George 20th September 1841.—

Statement of the Charges of the Subordinate Officers under the Magistrate of Salem.—

	Yrs	M	D
W.C. Ogilvie Esqr. Sub Collector from 1st February to 30th April 1838	"	3	"
Acting Sub Collector W.H. Bayley Esqr. from 30th April to 16th August 1838	"	3	17
Acting Sub Collector W. Elliot Esqr. from 17th August to 24th September 1838	"	1	9
Acting Sub Collector C. Taylor Esqr. from 19th November 1838 to 4th February 1839	"	2	16
Acting Sub Collector S. J Farrie Esqr. from 25th to 27th March 1839. and from 9th to 13th April - and from 18th to 22nd April	"	"	13
Acting Sub Collector B. Cunliffe Esqr. from 28th April to 21st June 1839	"	1	25
Acting Sub Collector W. Murray Esqr. from 22nd June to 17th September 1839	"	2	26
Sub Collector W.C. Ogilvie Esqr. from 18th September 1839. to 30th April 1840	"	6	13
Acting Sub Collector W. Elliot Esqr. from 6th July 1840. to April 1841	"	9	26

	Yrs	M	D
Head Assistant W. Elliot Esqr. from 1st to 28th February 1838	"	1	"
Acting Head Assistant Collector W.H. Bayley Esqr. from 24th March 1838 to 19th January 1839	"	9	27
Acting Head Assistant Collector B. Cunliffe Esqr. from 1st April to 19th September 1839	"	5	19
Acting Head Assistant Collector H. A. Brett Esqr. from 1st October 1839 to 31st August 1840	"	11	"
Acting Head Assistant Coll. H. A Brett Esqr. from 1st February to April 1841	"	3	"
Assistant Collector J.P. Irvine Esqr. from 1st February to 30th September 1838	"	8	"

8th May 1841. [Signed] J. D. Gleig - Principal Collector

12013. Fort St. George 20th September 1841.

24

From the Pr. Coll.r of Salem

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

Sir,

In the letter which I had the honor to forward dated 21st ultimo. I made known for the Boards information, that the Acting Sub Collector had without noticing the communications made relative to the Cyphers of correspondence furnished to him as therein referred to, had sent me a Tahseed of appointment in favor of Veerasawmy the person against whose improper interference I had previously solicited the Boards interposition. on the 8th July I requested Mr. Elliot as per letter Copy of which accompanies to employment under him until the orders of the Board were received I have this day received a communication from the Acting Sub Collector dated 9th Instant of which Copy is sent from which the Board will observe that this request has not been attended to In order to make room in the Sooloor Sub Division Cutcherry it was necessary to make a removal one of the Goomastahs having been sent to the Salooks for this purpose and against his Will as would appear from an Urzee he has forwarded to me and of which I enclose a Copy It is not alone in the Cutcherry that the supposed influence of Veerasawmy is calculated on as the Board will observe from Copy of Urzee No. 2 which accompanys.

last

12013. Fort St. George 20th September 1841.

B.

last that others also unfortunately address me in the same strain the evil these have done is before the Board Viz. the withdrawal of all communication except that strictly official between the Principal and subordinate to the detriment of duty and the total loss of confidence between the Subordinate and his Establishment without whose efficient co operation he can do nothing. I must now leave the case for the Boards consideration. It is my opinion that either Mr. Elliot or myself should be changed out of the District as I have no hope of the Service being benefited by our remaining together, if I am found in fault I shall have no objection to submit to any decision the higher authorities may deem it just

Salem Tillah
Sooloor
Prin.l Collectors Cutcherry
12th August 1841

(Signed) J. D. Gleig
Prin.l Collector

To The Principal Collector
of Salem

Sir,

I have the honor to acknowledge the receipt of your letter respecting the appointment

12015 Fort St. George 20th September 1841

In Cons. 20th Sept. 1841

the 21st July and 12th August 1841 - These letters it will be observed only reached this Office on the 11th September having been improperly detained by some party in the Collectors Establishment

2. A previous communication from Mr Ogilvy having reference to the same subject of the date noted in the Margin, together with copy of an Extract from the Board's proceedings thereon dated the 10th May is also forwarded for the consideration of the Right Honorable the Governor in Council. it was trusted that the strong expression of the Board's sentiments would have obviated the necessity of farther discussion, but as this result has not been attained, they are constrained to forward the entire correspondence to Government for orders

30th April
In Cons. 10th May 1841

3. It is proper to mention that a letter was received from Mr William Elliot dated the 18th June intended as an explanation of his conduct in the matters in which it was impugned by the Print Collector. This letter was returned with an intimation that direct communication with a Subordinate Officer was irregular, and a request that any explanation thought necessary should be forwarded thro' Mr Ogilvy. Copy of my letter to the Acting Sub Collector on this occasion is herewith forwarded, and it only remains to add that no farther communications have passed with this Department than those now submitted.

8th July 1841

Revenue Board Office,
Fort St. George, - - -
20th September 1841

(Signed) P. B. Smollett
Secretary

Read

4 Cadres

12016 Fort St. George 20th September 1841.

Read the following Letter

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

Sir,

26

From the Pt Coll. of Salem
Submitting his sentiments on the expediency of introducing a further supply of Merino Rams and Ewes to cross the breed with the native Sheep of India.

Referring to the Extract from the Proceedings of the Board of Revenue dated 11th February 1841, I have the honor to report for the information of the Board that the Government having judged the climate of Chittledroog preferable for the experiment of crossing the Country sheep with Merinos ordered by their letter to the Mysore Commissioner dated 1st June 1840 that the flock at Ajoor should be transmitted to that station.

2 The cause of this transfer appears to have been the great mortality to which the flock were subject at this station. -

Memorandum of the Number of Government Sheep at the Remount Depôt at Ajoor from 22nd August 1837 to 24th June 1840 and how disposed of. -

	Merinos	Rams	Do Ewes	Country	Do	Produce Rams	Ewes	Total	Exported & Died	Remarks
Total number received at different Periods	29	16	500	289	307	596	1141			
Sold	4	-	-	26	15	41	46			
Delivered to Salem & Coimbatore	-	-	-	59	-	59	59			
Died	12	8	93	118	129	246	359			
	16	8	93	203	143	346	463			
Remainder handed over to the Superintendent of Chittledroog Division	13	8	407	86	164	250	678			

the Marginal view shews the nature of produce & loss from death during in 3 years nearly half of the imparted stock & 246 out of 596 Lambs. - Captain Hill in whose charge the flock was placed attributes the deaths

N. B. Weight of the Fleece of the Merino Rams averaged — 4 lbs
Do Do Country Ewes — 1
Do Do Half bred 12 Months old — 12 lbs
Do Do Do from 1½ to 2 years old — 1½ lbs

deaths among the Ewes which occurred gener-
-ally shortly after their arrival to change of
pasture and climate and of the lambs which
died at all times to the distance Ewes had to travel
to pasture and the young stock being in
consequence left without nourishment for
many hours together - from their being drop-
ped at unfavorable seasons and from a want
of knowledge at the commencement how
they ought to be treated -

3 I rather think the climate
being unfavourable & the want of sufficient
knowledge combined may be the true cause
for the small flock which I have was
still more unfortunate although the pasture
was not far off and the lambs accompanied
the ewes whilst grazing - I first got 6 English
Rams not Merino and from 50 Ewes had
upwards of 30 lambs of which all died but
two - the next year I got out 4 Rams from
Ed Western's flock they all died within 8
months but the lambs have been
more healthy - Ooty is not a sheep grazing
District, with the people the pasturage
Dharampoory Tingreatta and Kupatoor
more

more resorted to for this purpose - The disease
of which my imported rams died was the
same in all - The first appearance of sickness
was a drooping head and refusing food, the
second day the head and upper part of
the neck swelled and they seldom
lived over the 3 day if so long -

4 There is no doubt that the
improvement in the wool even in the
1st Crop is very great but I don't think
that rams except they are nearly thorough
bred should be distributed - Low bred rams
are apt to cause disappointment when
put again to a country Ewe -

5 The experiment is of so much
value that I think it should not be
easily relinquished, but instead of keeping a
flock, the Government were to impart
yearly a certain number of Rams & Ewes
for distribution among those proprietors in
favorable districts who could afford to bestow
some attention on them, I think in course
of time an acclimatized stock of fine wooled
sheep might be had in this country -

Salem Hillah
Ooty Pte Coll's
Coutch. 1 June 1841

Signed J. D. Cleiv -
Pte Coll.
Read

Fort St. George 20th September 1841.

Read again also letter from the Principal Collector of Coimbatore dated 18th March and entered in Consultation 8th April last.

Ordered that the following address be submitted together with the foregoing letters.

To the Acting Chief Secretary to Government

(26.27)

To the Actg. Chief Sect.y to Govt. Submitting letters from the Pl. Collr. of Coimbatore and Salem shewing that the experiment made for improving the quality of the Wools of India by crossing the Country Sheep with the Merino and Saxon blood has been altogether unsuccessful.

Sir,

In an Extract from the Minutes of Consultation of the 9th January last, copy of the dispatch from the Honorable Court of Directors of date the 23d September 1840, was forwarded to the Board of Revenue with copies of letters from Messrs. W. Bonnie & Co. accompanied with a request that the Board in communication with the authorities in the Sheep districts would report their sentiments on the subject of the experiments heretofore made for improving the quality of the wools of India by craping the Country sheep with the Merino and Saxon Bloods

2

In reply the Board

Fort St. George 20th September 1841.

direct me to state the experiment has been tried under this Residency in the districts of Coimbatore & Salem only those Collectorates having been considered the districts where it was most likely to be attended with favorable results. The trial however has been altogether unsuccessful as will be seen from the reports of the Principal Collectors Messrs. Drury & Greig of dates the 18th March and 8th June last.

In Cons.n 8th April and 20th Sept.r 1841

3 Mr. Drury expresses a strong opinion that the heats of the climate of Coimbatore is a complete obstacle to the successful operation of the experiment in that district and the same conclusion is apparently adopted by Mr. Greig in Salem. In both districts the mortality amongst the imported stock and the produce has been very great, and the same results seem to have attended

private

12021. Fort St. George 20th September 1841.

private experiments by Mr. Leig himself, & Probably more successful may have attended the experiments in the climate of Mysore, but judging from present experience little encouragement offers for continuing the projects in the Southern Districts of the Peninsula of India

Revenue Board Office
Fort St. George
20th September 1841

(Signed) R. B. Smollett
Secretary

Read the following

28

From the Pr. Collr. of Salem

Advertisement

Notice is hereby given that the sale of the Salary Mootahs of this Districts, stopped on account of Government dues and advertised for public sale on the 10th September 1841. not having as yet received the

12022 Fort St. George 20th September 1841.

the sanction of the Board of Revenue the said sale is therefore postponed until the 20th October 1841 corresponding with the 6th Arpasy of the year Plavah, and as the sale is to take place at Darumpoory persons desirous of purchasing, them should therefore be in attendance at the Huzzoor Cutcherry at the said place on the 20th day of October next. Mootah-dars who are desirous of paying up their arrears may do so at the Talook Cutcheries on or about the 10th October, after which date, they will not be received there, but if the said arrears are offered on the day of sale at the Huzzoor Cutcherry, they will be received. Further particulars and terms mentioned in the former advertisement

12023. Fort St. George 20th September 1841.

advertisement must be attended to.

Salem Zillah
Ajpoor Pt. Coll.r Cutch.th } Signed J. D. Gleig
4th September 1841 } Pt. Collector

Proceedings thereon. The sale of the Estate

(28. 29)

adverted to by Mr. Gleig was fixed

in the Notification published

in the Board's Office for the

1st October. The date is now

ordered to be altered to the

20th October in accordance with

the notice published in the Salem

District.—

Read the following letter

To

12024 Fort St. George 20th September 1841.—

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

(30)

From the Coll.r of Malabar

Sir,

I have the honor to request the Board will be pleased to obtain the sanction of Government for the payment of the sum of Rupees 301-10-4 three hundred and one and annas ten being the difference as shewn in the accompanying Memo. between the amount of the Palunkeen allowance granted to Kulpully Karonangara Menon under date the 27th October 1812 since commuted for an equal abatement of the Rents of his Lands and the remission annually made on this account. It appears a similar disbursement was made in Fusly 1238 on account of the difference due for the three previous years.—

Order of Govt dated 22 Apl. 1822

See letter to the Board dated 2 Sept.r 1830.—

2 Karonangara Menon who died in April does not appear to have made any application for this difference for some years. The amount will now be paid of course to his heir.—

Malabar
Coll.rs Office
Calicut, the 3 September 1841 } Signed H. V. Conolly
Collr

Memorandum

12026 Fort St. George 20th September 1841.

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

(30 - 31)

To The Acting Chief Secretary to Government.

To The Actg. Chief Secry to Government.—

Sir,

I am directed by the Board of Revenue to request you will submit for the orders of Government, the accompanying letter from the Collector of Malabar, requesting sanction to pay the sum of Rupees 301-10-11, to the Heirs of Rutfully Karoondgara Menon, agreeably with a Statement forwarded therewith.

3d. in Cons. 20th Septr. 1841

This sum is the difference between the statement made under the orders of Government of the 23d. April 1822. from the land rent of this Officer, and the Actual amount of his Palangueen allowance of Rupees 840 per annum. The assessment remitted has fallen below the actual allowance to a small extent

In Cons. 29th April 1822

DESTROYED ORIGINAL

12025 Fort St. George 20th September 1841.

Memorandum

Annandy annually remitted.

Ca. accounts for Annual Revenue

Ca. accounts of Mutsuddies

Actual

Difference

| | | |

extent in each year from Fasly 1238 to Fasly 1249. inclusive and the difference Rupees 301-10-4 remains to be accounted for.

Kulfully Karoonagara Menon is reported to have died in April last.

Revenue Board Office,
Fort St. George,
20th September 1841.

(Signed) P. B. Smollett
Secy

Read the following letter

(32)

From the Collr of Madras

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

Sir,

I have the honor to report, for the information of the Board of Revenue that I have this day delivered over charge of the Collectorate of Madras to my deputy Mr. I. A. Huddleston and to transmit his receipts for the balance of cash, and the several Deposits in the Treasury.

Madras,
18th September 1841.

(Signed) A. Robertson Collr

(33)

From the Actg Collr of Madras

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

Sir,

I have the honor to report, for the information of the Board of Revenue, that I have this day taken charge of this Collectorate from Mr. A. Robertson and to transmit Copies of my receipts for the balance of cash and the several Deposits in the Treasury up to the 17th Instant.

Madras,
18th September 1841.

(Signed) I. A. Huddleston.
Actg Collr

Triplicate

12029 Fort St George 20th September 1841.

No. 1.

Madras 18th September 1841

Received from A. Robertson Esqre, Collector of Madras, Stamp't Papers and Cadjans to the Value of Rupees Fifteen thousand Six hundred and Seventy Seven, and annas five, being the remains up to the morning of the 18th September 1841.

(Signed) J. A. Hudleston
A/ Coll.

Received

ORIGINAL DESTROYED

12030. Fort St George 20th September 1841.

No. 2.

Received from A. Robertson Esqre Collector of Madras, being the balance of Cash in the Treasury up to the Morning of the 18th September 1841.

	Rs.	a	p
In Gold Rupees of 15 Rupees	120.	"	"
In Do Do of 7½ Rupees	30.	"	"
In Do Do of 5 Rupees	90.	"	"
In Silver. Rupees	30.	"	"
In Do. half Pagodas	1	12	"
In Do Annas	4	14	"
In Do Fanams	24	8	"
In Europe Copper Piece	"	"	11
Total Rupees	321	2	11.

Madras, 18th September 1841.

(Signed) J. A. Hudleston.
Ag. Collector.

ORIGINAL DESTROYED

12031.

Fort Jefferson 20th September 1841.

Sir/Madam.

Received from A Robertson Esqr Collector of Customs the following Goods to the Amount of the Collectors Bill for Importation thereof per the Sale of Mercantile Store.

Package				126	"
Wrapped Package	1 Bale Brandon Blankets			"	3 "
Dressed Artificial Human Hair Package	½ Package Fine Silk Floss			"	14 "
	7 7/8 Dozen Fine Silk Elastic			7	7 "
Mercantile Miscellaneous Package	1 Box	@	14 3/4	8	5 "
Glass Ware	1 Crate Glass			14	14 "
	1 Crate Earthenware			30	" "

Received the above mentioned Goods

Jay Customs Collectors Office

Key Customs Inspected as Invoiced per entries

Jay Port Charges

1848 " "

Jay Customs

183 4 "

Mobile, 18th September 1841. Ferguson & Hendleton Agts Coll.

ORIGINAL DESTROYED

Customs Collectors Warehouse Mobile.

Entered for Warehousing

Package				126	" "
Wrapped Package	1 Bale Brandon Blankets			"	3 "
Dressed Artificial Human Hair Package	½ Package Fine Silk Floss			"	14 "
	7 7/8 Dozen Fine Silk Elastic			7	7 "
Mercantile Miscellaneous Package	1 Box	@	14 3/4	8	5 "
Glass Ware	1 Crate Glass			14	14 "
	1 Crate Earthenware			30	" "

Received the above mentioned Goods

Jay Customs Collectors Office

Jay Port Charges

1848 " "

Jay Customs

183 4 "

Mobile, 18th September 1841. Ferguson & Hendleton Agts Coll.

ORIGINAL DESTROYED

Customs Collectors Warehouse Mobile.

Entered for Warehousing

1 Bale Bandanna or Head Shawl				87	8 "
Wrapped Package	1 Bale Damask as per Invoice				
	containing 1 3/4 Package			33	" "
	1 Case Cotton or Bandana Shawls 5 3/4				
	1 Bale Unmarked including Glass. Wrapping 8/8 Package			33	4 "
Mixed					
1 Case Glass Cordelium Wearing 10/8 Reduce				133	12 "
	1 Bale Cordelium Lawadine 3 Pieces				
	Bale of Silk Shoes Wearing		24 3/4	36	
Customs Collectors Warehouse Mobile.					
Entered for Warehousing					
Package				126	" "
Wrapped Package	1 Bale Brandon Blankets			"	3 "
Dressed Artificial Human Hair Package	½ Package Fine Silk Floss			"	14 "
	7 7/8 Dozen Fine Silk Elastic			7	7 "
Mercantile Miscellaneous Package	1 Box	@	14 3/4	8	5 "
Glass Ware	1 Crate Glass			14	14 "
	1 Crate Earthenware			30	" "

Received the above mentioned Goods

Jay Customs Collectors Office

Key Customs Inspected as Invoiced per entries

Jay Port Charges

1848 " "

Jay Customs

183 4 "

Mobile, 18th September 1841. Ferguson & Hendleton Agts Coll.

ORIGINAL DESTROYED

12032 Fort St. George 20th September 1841.

No. 4

Received from A. Robertson Esqr. Collector of Madras the following Company's Securities deposited in the Treasury of the Collector of Madras.

			Sa Rs.	a	co	Cw	a	co
Deposited by Messrs. Arbuthnot & Co.	No. 1621 of 10,306 of 1825/26. dated 22nd June 1828		8,400	"	"	8,946	"	"
Deposited by Chellapah Chetty	No. 2892	1,300						
"	" 390	600						
Head Shroff	" 3089	600						
			2,500	"	"	2,662	8	
Belonging to Srifalcan Pagoda	" 752 of 1829/30	10,000		"	"	10,650	"	"
Total		20,900		"	"	22258	8	

Madras, 18th September 1841. (Signed) S. A. Hurdis
Actg Collr

Order

12033. Fort St. George 20th September 1841.

Order on the two foregoing Letters. Ordered to be submitted for the information of Government.

(32-34)

Resolved that the following letter be despatched.

To The Acting Chief Secretary to Government.

(35)

To The Actg Chief Secy to Government.

Sir,

In conformity to the orders of Government conveyed in the Extract from the minutes of Consultation of the 18th October 1836. I am directed by the Board of Revenue to submit for transmission to the Honorable Court of Directors, the Broken Set of their Proceedings for the Month of Feby 1841.

Revenue Board Office, Fort St. George, 20th Septr 1841. (Signed) P. B. Smollett. Secretary.

Resolved that the following letters be despatched.

To The Collector of Trichinopoly.

(36)

To The Collr of Trichinopoly.

Sir,

I am directed by the Board

Fort St. George 20th September 1844.

Board of Revenue to request that you will communicate at your earliest convenience a Memorandum of the Division of the Produce in the District of Trichinopoly distinguishing the Division made in the Wet and in the Dry Taloks, and shewing what proportion of the gross produce is allotted to Cultivators and to other subordinate Village Officers, before the shares of the Ryot in the

Fort St. George 20th September 1844.

of the Government are determined.

2. The accompanying Memorandum of the Division of produce in the Tanjore District is taken from the records of the Board's Office in which similar information respecting Trichinopoly is not attainable

Revenue Board Office
Fort St. George
20th September 1844

Signed F. B. Sandbett.
Secretary.

Particulars.

12036-

Fort St. George 20th September 1841

A

Particulars of the Division of Produce in the Sanjore District.

	Cullums.	Loons.	Measures.	Cullums.	Loons.	Measures.	Cullums.	Loons.	Measures.
Gross produce							180	"	4
Deduct 9 per Cent on account of the following allowances									
Allowances enjoyed by Ryots or Sarry.									
Charges for gathering produce	4	2	"						
Cullavendly or Sweepings of the threshing floor	3	"	"						
Salaries	"	2	4						
Barbers and washermen	"	2	4						
Physicians	"	2	4						
				1	8	"			
Cawel fees	"	8	"						
Corpichay	"	6	"						
Village Curnums	"	2	"						
				1	"	"			
Remainder							9	"	"
Further deductions 3 per Cent									
Sarry or allowances enjoyed by Ryots.									
Poly &c. at 6 Loons per 100 Cullums	"	5	15/16						
Carpenter at Do Do	"	5	15/16						
Taliar at 4 Do Do	"	3	1 9/16						
				1	2	1¼			
Assumed by Circar ⊙⊙									
Cawelgar at one Cullum per 100 Cullums	"	10	1¾						
Pagodas and Brahmins at 8 Loons per 100 Cullums	"	7	½						
				1	6	¼			
Remainder							2	8	1½
Deduct Ryots share at 50 per Cent							88	3	½
Remainder Government Share							44	1	1¼
Add allowances assumed by Circar.									
×× At 9 per Cent				1	4	"			
⊙⊙ At 3 per Cent				1	6	¼			
Total Government Share.							2	10	¼
Including allowances Assumed							⊙ 46	11	1½
⊙ Particulars.									
Cawel fees Assumed				1	6	1¾			
Other Items and Circar Share				45	4	1¾			
				46	11	1½			

Ls.

12037. Fort St. George 20th September 1841

To.

The Accountant General.

Civil Auditor.

and

Sub Treasurer.

Committee for passing

37

Contingent Charges.

To. The Accountant General,
Civil Auditor,
and
Sub Treasurer. - - -

Gentlemen.

With reference to the Orders of Government of the 1st June 1841. published in the Saint 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 Augt

ORIGINAL DESTROYED

12038 Fort St. George 20th September 1841.

August last, amounting to Rupees - 15 - 3 - 0, - and to request that they may be passed - and returned to them.

Revenue Board Office,
Fort St. George, - -
20th September 1841. - - -

Signed P. B. Mollett.
Secretary

Received the Undermentioned Miscellaneous Letters and Statements.

38 From the Collr of Trichinopoly - - - Abstract of Demand, Collection - and Balance from 12th to 31st July last.

39 From the Collector of Trichinopoly - - - Statement shewing the Average Bazar wholesale prices of Grain and Salt for the Month of July last.

40 From the Collector of Madras. - - - Statement shewing the Current

Fort St. George 20th September 1841.

current prices of Salt in the Bazar
per measure, per Morcal, and per Ga
for the Month of August last.

41

From the Collector of
Tinnevelly. } Return of suspension
dismissal of Persons holding her
-ditary Village Offices in Revenue
Police Departments, under the provi
-ons of Section VIII. Regulation V of
for the Month of July last.

" Trichd

" Madura

" Palamcottah

Comp.

Fort St. George — September 1841.

Diary.

22d. September. Sent the following letter.

To

The Acting Collector in the
Southern Division
of Arcot.

1

Sir,

To the Actg. Coll.r in the
Sn. Divn. of Arcot.

I am directed by the Board of Revenue to remind you that the Statement of Demand, Collection and Balance for 11th July last has not yet been received, and to request that you will transmit the same with as little delay as possible.

Revenue Board Office,
Fort St. George,
22d. September 1841.

I am Sir,
Your most obedient Servant,
(Signed) P. B. Smollett.
Secretary.

At

Fort St. George 23d September 1841.

At a Meeting Present.

Thursday 23d Sept. 1841

John Dent Esqre. Senior Member.
G. D. Drury Esqre. Second Member.
A. Robertson Esqre. and Actg. Third Member.

Alexander Maclean Esqre. Temporary Member absent on leave

Minutes of the last Meeting read and Approved.

Read again Extract from the Minutes of Consultation dated 30th ultimo and entered in Consultation 13th Instant.

2

Order thereon.

Ordered that copy of the foregoing Extract from the Minutes of Consultation be furnished to the Collector of Vizagapatam for his information and guidance, with reference to the Extract from the Board's Proceedings on the Settlement of the Land Revenue for that District in Fusly 1249. under date the 15th July last.

Adverting to the observations of

Fort St. George 23d September 1841.

Government in Paras 10 11 12 relative to the Estates of Condakirlor, Nellehoor Cadoor and Cotoor Mr. Arbuthnot will be pleased to consider the measures best calculated to secure the interests of Government and at the same time afford justice to the proprietor, and report his opinion thereon for the Board's orders.

Read the following Extract.

3

From the Sec. to Govt. Sanctioning certain Statements of Charges.

Extract from the Minutes of Consultation under date the 15th September 1841.

The Right Honorable the Governor in Council sanctions the under-mentioned Statements submitted by the Board of Revenue on the 29th July and 9th August 1841.

	Rupees	
South Arcot	96500	—
Coimbatore	17550	—
Cuddapah	*10000	—
	Rupees 123050	—

Statements of sums proposed to be disbursed on account of advances for cultivation in the Districts of South Arcot, Coimbatore & Cuddapah, for Fusly 1251 amounting to Rupees 123050/ One lac twenty three thousand and fifty

* One thousand Rupees to be distributed from the funds of the Inspector of Bungamahalls.

His

2. His Lordship in Council however observes that the advances for South Arcot are very great, and he would wish to be informed if any difficulty is found in recovering them, and why advances are more requisite in that District than in most others.

4 to 7. Statements of sums proposed to be disbursed on account of advances for cultivation in the undermentioned Estates in the District of Masulipatam for Fusly 1251 amounting to Rupees 15,521 Fifteen thousand five hundred and twenty one.

Estates attached for arrears of Revenue Rupees 8100
Do. under the orders of the Court 3338
Minor Estates. 300
Government Estates & Villages under Summaries 3783
15,521

N. 21-23-9-41 8. Statement of Retrenchments made from the Accounts of the Principal Collector of Tanjore from the 12th July 1839 to the 11th July 1840 on account of Establishments

expenses for fusly 1249, amounting to Rupees 585-8-9 Five hundred and Eighty five, annas Eight and Pice Nine-

/A true Extract/
/Signed/ Walter Elliot.
A.d Secretary to Govt.

To
The President and Members of the Board of Revenue.

3-4 Ordered that copy of Para.2 Resolution thereon of the foregoing Extract from the Minutes of Consultation be communicated to the Acting Collector of South Arcot in reference to his Statement of advances for cultivation for fusly 1251. returned to him under date the 8th Instant and that he be requested to furnish the information required by Government at his earliest convenience.

Read the following letter from the Coll.r of Masulipatam containing his report on the Government Estates and Villages noted in the Margin for fusly 1249-

(Vide entries 4 to 36.
27th April inclusive 10th May 1841.)

5 Proceedings- Relative to the Management of the Govt Estates & Villages in the District of Masulipatam for Fusly 1249.

Pedana. Movelah
Padapatam — Do
Villages-
Cuppalapaddy
Madaca
Nandavaram
Kytapully-

7 Reasons-

The season is stated to have been favorable both

both for wet and dry cultivation, and the out-
turn of the harvest in consequence abundant.

2. The Statement annexed to Para 3 shews an increase in the extent of cultivation, both of wet and dry lands in all the estates and Villages except Kytapully in which the dry cultivation was less by 10 Cuttles than in Fusly 1248. for which satisfactory reasons are alleged. In the wet cultivation in the same Village there was an increase to the extent of 40 Cuttles.

3. Owing to the favorable nature of the season above noticed, the Settlement of the Fusly under review exceeded that of the preceding year by Rupees 9,772-8-2 having been raised from Rupees 5,638-10-7½ the amount of the Settlement of Fusly 1248 to Rupees 15,411-2-9½. The Collector observes that the increase would have been still greater but for the fall in the prices of grain consequent on the abundant harvest.

4. The following abstract statement shews the amount of the Settlement in each Mootah and Village with the increase which occurred in each.

No.	Names of the Estates and Villages.	Settlement of Fusly 1248 exclusive of usual remissions.	Settlement of Fusly 1249. exclusive of usual remissions.	Increase.
		C.Rs. A. P.	C.Rs. A. P.	C.Rs. A. P.
1	Padanah Mootah —	1,597 4 5.	4,877 7 3.	3,280 2 10.
2	Padapatanu Dº —	704 2 9.	3,818 12 5.	3,114 9 8.
3	Cuppaladdy Village —	92 11 5.	582 15 4.	490 3 11.
4	Madaca — Dº —	85 4 6.	305 15 11.	220 11 5.
5	Koodraveram Dº —	30 2 6.	62 14 7.	32 12 1.
		2,509 9 7.	9,648 1 6.	7,138 7 11.
6	Kytapully Village —	3,129 1 ··	5,763 1 3.	2,634 ·· 3.
	Total —	5,638 10 7.	15,411 2 9.	9,772 8 2

The

5.

The increase of Rupees 9772-8-2 exhibited in the foregoing Statement comprizes the items noted in the Margin. In the Amount Settlement on Division of Produce, there was an increase both on wet and dry land in each Mootah and Village except Pytapully in which, owing to the decrease in extent of dry cultivation above noticed, there was a falling off in the Settlement under that head of amounting to Rupees 1390-6-5. this was more than made up by the increase in the Settlement of the wet lands in that Village which amounted to Rupees 3858 ... The increase in the money rents and garden lands is attributed partly to an increased cultivation of rented lands and partly to the garden lands having been cultivated with more valuable produce; such as Ginger &c.

Increase in the Amount Settlement on Division of Produce ..... } 8407-13-7
Do in Money rented and Garden lands ..... } 526-13-7
Do in ready Money Collection 837-13-0
9772-8-2

Paras 9-10.

Para 12

The increase in the ready money collections is attributed to the goodness of the season, as this item comprizes collections of "fines and forfeitures which are levied "according to the custom of the country, "and are affected by the quantity "of the produce".

Para 13.

The Memorandum entered in the Margin shews the Demand, Collection and Balance on account of the Settlement of the fusly under review. The collections up to the date of the Collector's report, on which there remained outstanding only the small sum of Rupees 164-5-9, exceeded the collections of the preceding Fusly by Rupees 9759-0-5.

Demand 15411-2-9
Collection within the fusly 11082-0-0
Balance 4329-2-9
Subsequent collection 4164-13-0
164-5-9

Paras 14-15.

From the Statement annexed to Para 16 it appears that the Settlement of the Estates of Padana and Padapatam and of the Village of Cuppaladoddy exceeded the fixed Peishcush by

by Rupees 1064-15-7 and the Settlement of Hytapully was more by 673-12-2 than the average collection of 10 years previous to the famine in Fusly 1242. The Settlement of Madaea and Roodravaram fell some what below the abovementioned average. The decrease on former being Rupees 145-1-6. and on the latter Rupees 5-15-

8. The total collections in Fusly 1249, inclusive of extra items, set forth in the account current Para 7. amounted to Rs. 13,104-15-8. and the charges on account of sibbendy, and advances for cultivation, repairs &c. Rupees 2,881-5-3. leaving a net surplus of Rupees 10,223-10-5 which has been carried to the credit of Government and which exceeds the net revenue of Fusly 1248 by Rupees 5,820-4-5.

Net Collections
Fusly 1249-10,223-10-5
" 1248-4,403-6-
5,820-4-5

Proceedings 22d Novr 1841 Parag.

9. Under date the 22d of last the Collector was called upon to

report what steps had been taken in respect to the Survey and assessment of the Village of Hytapully, pursuant to the instructions conveyed in the Board's Proceedings dated the 2d November 1840. and approved of by Government in the Minutes of Consultation dated the 24th of the same month.

In Cons. 2 Nov. Dec. 1840
In Cons. 20 Aug. 1841

In his reply dated the 29th April 1841 the Collector refers to Paras 19 & 22 of the present report, which had been just dispatched, as containing explanations of the causes which had prevented his commencing the Survey immediately on the receipt of the Board's Orders. These it appears, were first, his having considered it necessary to apply to the Principal Collector in the Southern Division of Arcot, for copies of Mr. Ravenshaw's instructions to his Surveyors and assessors, and for sundry other accounts bearing upon the subject, all of which documents had to be translated into Telugoo before they could

Parag 9

12052 Fort St. George 23d September 1841

Statement Shewing the Quantity of White Salt in Store and ready for exportation on account of the Calcutta Indent for 1840/41 at the undermentioned Ports in the Zillah of Nellore up to 15th Sept. 1841

(6)

No.	Names of Ports.	North Latitude		Quantity of Salt permitted to be exported to Calcutta in the year 1840/41	Quantity already exported	Quantity remaining to be exported	Quantity already stored and ready for exportation	Quantity of Salt manufactured & remaining under estimated Heaps	Remarks
1	2	3		4	5	6	7	8	9
		°	′	Bags	Bags	Bags	Bags	Bags	
1	Eskapully	14	44	1,30,000	12,780	1,17,220	1,17,220	"	
2	Gogoolapully	14	39	10,000	"	10,000	10,000	"	
3	Murnie	14	37	10,000	"	10,000	10,000	"	
				1,50,000	12,780	1,37,220	1,37,220	"	

DESTROYED ORIGINAL

Nellore, Pt. Coll.r's Cutcherry, 20th September 1841.

E. E. Fo. / Signed / S. V. Stonhouse Pt. Collector

Statement

12053 Fort St. George 23d September 1841

Statement Shewing the Quantity of Salt in Store and ready for exportation at the Beach of Cannore from 13th to 19th September 1841.

(7)

	Quantity of Salt permitted to be exported to Calcutta in 1841.	Quantity already exported	Quantity remaining to be exported for the year 1841.	Quantity actually in Store at the Depôt ready for exportation	Remarks.
	Bmds	Bmds	Bmds	Bmds	
Madras	100,000	53,140	46,860	575 5/8	The full quantity applied for by the Ship Malcolm was shipped subsequently to the date of last report

Madras
20th September 1841

/ Signed / J. A. Hudleston
Ag. Collr.

N.B. The excess found on the actual outturn of each Heap being added to the quantity in Store at the Depôt is the cause of the difference which appears in this report when compared with that of date the 13th instant.

/ Signed / J. A. Hudleston
Ag. Collr.

12054 Fort St. George 23d September 1841

ORIGINAL DESTROYED

Order on the 2 foregoing Statements. Ordered to be recorded.

(6.8)

Read the following letter.

(9)

From the Collr of Bellary

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

Sir,

With reference to the orders of the Board of Revenue under date the 29th Ultimo in the proper Column of the Estimate of articles required for Fusly 1251 which was enclosed in my letter of the 15th June last, I have the honor to submit for transmission to the Military Board, an Indent for Repairs and lining required to be executed to 12 large Cast Chests in my Treasury by the Deputy Commissary of Ordnance at Bellary and to request that you will take measures in order that the latter mentioned Officer may receive early instructions for this purpose.

Bellary
Collector's Office
28th August 1841

/ Signed / A. Mellor
Collector

Indent.

12056 Fort St. George 23d. September 1841

Proceedings thereon (9-10)

Under the orders of Government dated 1st. June last published at page 456 of the Official Gazette of the current year, the Board of Revenue request that the Deputy Commissary of Ordnance at Bellary may be instructed to comply with the requisition contained in the accompanying Indent from the Collector of Bellary.

Read again letter from the Principal Collector of North Arcot dated 23d. Ultimo and entered in Consultation 6th. Instant.

Ordered that the following address be submitted, together with the abovementioned letter and the previous correspondence on the subject

To The Acting Chief Secretary to Government

Sir, I am directed by the Board of Revenue to request that you will submit for the orders of the Right Honorable the Governor in Council the accompanying correspondence with the Principal Collector of North Arcot having reference to the charges which have occurred in the Ordnance Department in his District in July 1249.

I &c.

(11)

To the Actg Chief Secry to Govt

From the Collr 27th Augt in Consn 5th July 1841. To Fort St George Incloses From Do. 23d Do. in Consn 6th Septr inst.

12056

Fort St. George 23d. September 1841.

Indent on the Deputy Commissary of Ordnance at Bellary.

Number | Items | Amount | Remarks.

1 | Requiring 12 Hundreds of [illegible] | | Indent punctually required in the Collectors Bungalow Treasury at Bellary.

wooden Casks (Casks and Lining Items)

with Canvas Coats complete

and inside

Bellary, Collectors Office, 28th October 1841.

Signed / Collector.

ORIGINAL DESTROYED

Names of the last Incumbents	Names of the individuals to whom the yeomiahs are to be continued	Date of succession	Annual amount of yeomiahs	
			Rs a p	
Mahomed Jaffer Khateb of the Musjeed at Maungaud	Mahomed Ebrahim's grandson	29th June 1840	22 2 "	
Cawder Mohadeen Nooyanar of the Muckabeera of Wurrut	Abdool Kahar	29th Jany 1840	44 4 "	
Begum Saheba at Ranepet	do brother			
Gholam Dustageer Khadim of the Musjeed at Vellore	Mahomed Hoosain brother	28th Decr 1839	46 8 8	
	Total Chittoor		112 14 8	
Syed Fuzzeelah Khadim of the Dargah of the Khadiriah at Perasuttpoor	Syed Mootooya son of Syed Shah Fullye Shah Uncle's son	29th Septr 1839	354 " "	
Syed Ally Khadim of the Hanaver Sheriff at Arcot	Syed ally Peeran son of during his minority his brother in law Syed Fuckeroodeen cawdy to act for him	17th Janry 1840	177 " "	
Goolam Mustafa Khateb of the Musjeed at Hoosainabad	Mahomed yacob brother & Mahomed Sippoo Nephew	24th July 1839	65 " "	
Mahomed Sippoo Khadim of the Hanaver Sheriff at Arcot	Shumshoo Baba Brother and Mahomed Capoor to conduct the duties as he shall fail	14th July 1838	21 " "	
Mahomed Gouse Khateb of the Musjeed at Vellore	Mahomed Moodeen and Mahomed Fuckroodeen sons	4th Febry 1840	354 " "	
	Total Arcot		971 " "	
Narasingarow Muskeff Sadarut at Vellore	Arundarow	10th Septr 1839	294 " "	
Mahomed Gouse Khateb	Mahomed Moodeen & Mahomed Fackroodeen sons	4th Febry 1840	44 " "	
	Total Vellore		338 " "	
	Grand Total		1421 14 8	

Revenue Board Office,
Fort St. George, 23d September 1841.

Signed R. S. Porter
Sub Secretary

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

Sir,

12

From the Principal Collector of North Arcot ....

Submitting Copies of Depositions relative to drawing and embezzling Pensions by Vakeels of certain Mooasamut Yeomiahdars in North Arcot.—

Para 1

I have the honor to lay before the Board of Revenue the accompanying Copies of Depositions taken from certain individuals in support of a Charge preferred by one Kader ally Beg against the Vakeels drawing the yeomiahs of six female Yeomiahdars which he the Petitioner alleges are not alive and to state the grounds upon which I have considered it necessary to stop for the present, the payment of these Stipends, to any of the Mooasamut Yeomiahdar until the orders of the Board are received.—

2 In my letter of the 27th July 1839, recommending a discontinuance of certain Yeomiah allowances I remarked upon the remissness of the Cazy of Vellore in not instituting proper enquiry of the actual existence of the female Yeomiahdars before he attached his signature to their Certificates and being satisfied that he had not

not fulfilled his duty in this. I placed the Tahsildar in charge of his Office but after a time restored him to his appointment as the Tahsildar's other duties required all his attention. I have now the second time been obliged to suspend the Cazy in consequence of fresh charges received of further embezzlements.—

3 In looking over the depositions it is impossible to form any correct opinion as to facts. An individual comes forward and states that the yeomiah of a certain Goshawoman is drawn by the Vakeel when the woman has been dead for six years past. Another witness is produced who corroborates this fact and who declares he saw the dead body and that he followed it to the Grave. The accused then brings forward his evidence to prove that the charge is entirely false. He is unable to call as evidence any person who has actually seen the Gosha woman alive, but he can produce those who have heard her voice and who will swear that they believe her

her to be alive although they have never seen her. For my own part I believe neither party my opinion is that a Mussulman will be guilty every day of the foulest perjury if he can screen himself from detection, and nothing appears more easy than for a man of this description to embezzle money when employed to draw the pensions of these Gosha women.—

4 There can be no absolute certainty of a Gosha incumbent being alive, there is no way of ascertaining this as a fact. The Vakeels freely admit that they cannot see them: the Cazy in like manner admits that he cannot: he receives the report on the testimony of two Yeomiahdars, and he signs the Certificate of their existence, but neither himself or those bearing testimony have ever seen or can see the party, the conclusion then must be that pensions to Gosha women are paid on conditions unknown.—

With

5

With respect to these
six incumbents referred to in the
depositions as being dead there is no evidence
whatever to prove to the contrary — The
document which Hader ally Beg asserts
he received from the Vakeel Shaw Goolam
Razza stating that Fatmah Begum No. 36
Yeomiah was dead, and which document
the witness Moonshee Rajab ally saw, is
produced Likewise in the 2d. Charge brought
by the Informer the document is handed in
which the witness Mahomed Hy at
asserts he saw delivered to the Infor-
mer by Mahomed Ebraim, Kyroonis-
sas son these documents may be
forgeries and those whose names are
attached to them as witnesses say they are
but this does not satisfy me that they
are so, there are as many witnesses to prove
them authentic as to speak to the contrary

6

The evidence to prove the
existence in the case of Jaun Kenah
Begum and Feeza Begum No. 44 is not
satisfactory — The witness Meer ally
Nuckey who is brought forward

by

by the Vakeel is the son of Badee Bebee
No. 36 Yeomiah whose pension is in jeopardy
in the first charge made by the Informer
I cannot credit a syllable of this mans evi-
dence or of the Vakeel Shaw Goolam Raz-
zas; or of the other witness Meer Hafiez
ally, their own pensions are already at
stake and they will of course swear to the
grossest falsehood to save themselves. The
Tahseldar in his report on the Chara-
ter of most of the Vakeels, although
Yeomiahdars and drawing pen-
sions themselves does not consider
them trustworthy, there are many
he thinks who would not
hesitate to affix their signature
to certificates in doubtful
cases. —

7

It was remarked
by the Board in their letter of
the 28th February 1839 the
extreme old age some of these
female Pensioners had attained,

and

and I was directed to ascertain beyond a doubt whether or not they still survive. There are at the present time 124 Female Yeomiakdars enjoying Pensions, above the age of 80 years. The annexed Table will shew their number and their respective ages as they at present stand on the Register and few Towns I should say but Arcot could give proof of people living to such an age but the instances of longevity, we may be quite certain are chiefly confined to the Female Pensioners. —

Number

Number of Female Pensioners	Age of the Pensioners	Number of Female Pensioners	Age of the Pensioners
	years	8	82
3	98	6	81
2	94	4	80
4	93	3	79
7	92	7	78
3	91	9	77
1	90		
6	89	7	76
6	88	5	75
3	87	5	73
5	86	10	72
2	85	4	71
6	84	4	70
4	83		

Take the highest degree of

8

probability that these Individuals are alive, there is only the appearance of truth, there can be no firm assent to a thing upon such grounds — Neither the Cazy or the Vakeels have ever seen the Individuals whose existence they vouch for, they take hearsay for fact, credit is given with: out Examination, but neither one nor the

the other can give a confident opinion of the event.—

9 Of the many female Pensioners in this District, it can scarcely be supposed that the whole number can be Gosha women. A woman, unless she is of very high rank, would not be considered Gosha beyond the age of 50 years and this strengthens my suspicion that perhaps many of the number on the Register may not be in existence.—

10 So few opportunities occur of proving any thing like fraud in the Yeomiah Department that I should be inclined to receive the evidence defective as it is, in the case of these six Individuals, and discontinue their Pensions until positive proof is adduced of their being alive. They are not people of high rank, and might if they were willing, permit some one

one who could be appointed to visit and identify them.— Three Lists of Fusly 1250 are still due to Khoonjsa No. 103. Sauckenah Begum No. 44. Kabeer Sahibah No. 42 Shah Jadee Begum No. 455, and two Lists of Fusly 1250 to Buddee Bebee and Fauzunah Begum No. 36— and it may be remarked since these Charges were first brought forward in March last only 59 Moossamauts Yeomiahdars, out of the whole Number 281. have transmitted their Certificates through Vakeels to the Hoozoor, certifying their existence, although three and in some instances the four Lists of the past Fusly are due to them.—

North Arcot ——— Signed J. M. Ogilvie
Print. Coll. St. Cutchery ———
Palmanair 6th September 1841

Principal Collector
First

Fort St. George 23d. September 1841

A

First Charge preferred by Hai:der ally Beg against the Vakeel Shaw Golam Ruzza yeomiahdar No. 95. in drawing and appropriating the yeomiahs of Badee Bebee and Fautmah Begum, female Yeomiahdars No. 36.—

Moonshee Rajab ally the first witness called by the Informer states "I know that Badee Bebee is not a "Gosha woman I have seen her frequent:ly out of her house and attending the "Bazars—For six years past she has "not been seen by any person—I have "heard it said that she is dead I "have heard the same also of Fatmah "Begum—I saw their Vakeel Shaw Goo: "lam Ruzza present a document to Hai:der "ally Beg six years ago to the effect that "she, Fatmah Begum, was then so "dead."— Shaik Hyder the second witness called by the Informer states "I am a "Bazar man in Vellore Badee Bebee "is not a Gosha woman: she was always to

this document is put in

Fort St. George 23d. September 1841

"to be seen out of her house. she was in "the habit of constantly coming to my "house and to my Father's house for waters "she was to be seen in the Bazars—She "eat quantities of Opium and was well "known—she died seven or eight years "ago and I followed her remains to the "Burial ground—She was about 60 or "years of age when she died, and I re:member her well—I am quite cer:tain that she is dead—I never saw "Fatmah Begum—She was a Gosha woman, "but a relation of hers informed me seven "years ago that she was dead."—

Vakeel Shaw Golam Ruzza calls for the defence Goolam Hamed Service Yeomiahdar No. 502 who states "I witnessed the Certifi:cates of Badee Bebee and Fatmah Begum one year ago. I have not for some months witnessed their Certificates, their Yeomiah being stopped in consequence of this Enquiry—They are both however alive at the present time, and they are both Gosha—I know they are alive having heard

Fort St. George 23d. September 1841

heard their voice though they were in a differ:ent apartment - I have of course never seen them - I belive the word of their Vakeel that they are alive - Meer ally Bucky Baddee Beebee's son, has assured me that they are alive" -

The 2nd witness for the defence, Meer Hafiz Ally Yeomiahdar No. 22 states - "I have affixed my signature to the Certifi:cates of Badee Bebee and Fatma Begum for the last two years on the faith of their Vakeel Shaw Golam Ruzza and of their relation Meer ally Bucky - I believe that they are both alive at the present time, but of course, I have never seen them, as they are Gosha women". -

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Second Charge preferred by the Informer Kader ally Beg against Vakeel Fuzza Kadeen drawing and embezzling the Yeomiah of Kyroonissa female yeomiadar No. 103 calls in support of this statement Mohom:ed Kyat who states as follows. I heard Kyroo:nissa's Son, Mahomed Ebraim, mention the death of his mother to Kader ally Beg one

Comp.d J.R.

Fort St. George 23d. September 1841

"one year ago, and that he had got the Foatnamah "ready to present to the Cazy (Kader ally Beg was "at this time acting Cazy) I myself saw the "Foatenamah - Kader ally Beg was soon after "this succeeded in Office by the present Cazy "Mahomed Ebraim said that he would pro:"duce the Foatenamah before the new Cazy and "he gave a written document to Kader ally Beg that "he would do so"

This document is put in -

Syed Enam the 2nd witness called by the Informer states - I saw the document referred to by the last witness and which was given to Kader ally Beg by Kyroonissa's son, Mahomed Ebraim." -

Kyroonissa's Vakeel is not to be found, he is supposed to have gone to Madras Her son Mahomed Ebraim is dead, but her second son Sumsodeen comes forward and states as follows - "I am the son of Kyroonissa, and Mahomed Ebraim was my Brother my Mother is still "alive and residing at Bangalore" -

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Third Charge preferred by the Informer Kader ally Beg against Vakeels Hyat Khan

Fort St. George 23d. September 1841

Khan and Shaw Goolam Ruzza drawing and embezzling the Yeomiahs of Sauckenah Begum and Feeza Begum Yeomiadars No. 44. calls in support of his statement Meer ally Fyajee. Who states as follows "I remember "seven or eight years ago that Sauckenah Begum died. I attended her funeral, she "was my Cousin. She was about 70 years of "age when she died. With regard to Feeza "Begum I cannot say whether she is alive or dead, but she has not been seen in Vellore "for twenty years, she has resided always in Mysore."—

The Vakeel calls for the defence Meer ally Bucky Yeomiadar No. 36 who states "I know that Sauckenah Begum is alive. I have never seen her, but I know she is alive."—

The 2nd. Witness for the defence Meer ausiz ally Yeomiahdar No. 22 states, "I know that Sauckenah Begum is alive, I have occasionally given a Moochilka to that effect. Shaw Goolam Ruzza has been her Vakeel and likewise

Fort St. George 23d. September 1841

likewise Hyat Khan. They could not see her themselves to deliver to her her pension, but they delivered it to her son to give to her."—

The 3d. Witness for the defence Vakeel Shaw Goolam Ruzza states. "I know that "Sauckenah Begum is now alive. I have been her Vakeel for the last year and a quarter. I never saw her, of course, but I delivered her Yeomiah to her son Meer Abeed Hoosain to give to her. This has been the practice followed for the last seven or eight years."—

Fourth charge preferred by the Informer Kader ally Beg against Vakeel Hyat Khan drawing and embezzling the Yeomiah of Kabeer Saiba Yeomiahdar No. 42. Calls in support of his statement Moonshee Razub ally who states, "Kabeer Saiba is not a Yoosha woman, she was always to be seen in the Town of Vellore. She was in the habit of constantly coming to my house. I knew her well. She has not been seen any where for the last three years and a half, and I have been informed by the people in the Town that she is dead."— Meer

Fort St. George 23rd September 1841

Meer Shair ally Fyajee the 2nd witness called by the Informer states, "I know "that Khaleer Saiba never was a Gosha woman "I have seen her constantly at large, I knew her "well, and she died two years ago, her relation "Tuckee Saib even told me so." —

The Vakeel calls for the defence, Said Ahmud Yeomiahdar No. 513, who states "I "was called before the Vellore Cazy about "two years ago to give a Moochilka to the "effect that Khaleer Saiba was alive — I "and another individual Shaik Mucdoom "Yeomiahdar were escorted by Vakeel Hyat "Khan to the house of Kaleer Saiba — I heard "the Vakeel ask her who she was, she repli: "ed from behind a wall, that she was "Kaleer Saiba, and upon this I bore teste: "mony to her being then alive I of course "never saw her." —

The 2nd Witness for the defence Shaik Mucdoom Yeomiahdar No. 503, states, "I have never seen Kaleer Saiba, she is Gosha, but eight years ago she came to the Village Saliatum near Goriattum, where I then was, and her Vakeel then asked me to give a Moochilka to her being

alive

Fort St. George 23rd September 1841

alive, which I did — I gave another also to the same effect two years ago — I heard her voice and therefore I gave the Moochilka." —

The 3rd Witness for the defence Shaik Ahmud Yeomiahdar No 184 states, "about "eight years ago Khaleer Saiba came from "Vellore to reside near Goriattum For two "or three years past I have given a Moo: "chilka of her existence — I have never, of "course seen her, but I have no reason to "doubt the Yeomiahdars who tell me she "is alive. I have heard her voice." —

Fifth Charge preferred by the Informer Kader ally Beg against Vakeel Hyat Khan, drawing and embezzling the yeomiah of Shah Jandy Begum life yeomiah: dar No. 455 calls in support of his statement Meer Shair ally Fyajee who states as follows "This yeo: miahdar died four years ago, I attended her funer: al and I received rice / Fatiya / forty days after her death." —

Rajab ally the 2nd Witness called by the Informer states, "I know that Shah Jandy Begum is dead, she died

four

Fort St. George 23d. September 1841

four or five years ago. I condoled with her Husband Meer Koofsain on the occasion, and I received visits on Fatiya / forty days after her death. —

The Vakeel calls for the defence, Goolam Ahmud Yeomiahdar No. 302 who states, "For the last year I have "been the Vakeel of Shah Jandy Begum "I have, of course, never seen her because she is a Gosha woman, but upon the Oath of Meer Kufsain ally, her Mo: shew, who declares her to be alive, I have witnessed the Moochilka I have no reason to doubt that she is alive." —

/ Signed / G. M. Ogilvie
Prin. Colr.

Fort St. George 23d. September 1841

Proceedings thereon. 1

12. 13

The Board have not infor: mation before them sufficient to pass any opinion in reference to any of the cases of the yeomiahdars, but Mr. Ogilvie did right in stopping the payments of such as he had reason to suppose as were not alive, and he should satis: fy himself by the best means in his power of their continued exis: tence before he again discharges their Stipends. —

2

In the case of Gosha yeomiahdars it is not always poss: ible to require complete proof of their existence or identity — The Collector must be guided by the probabilities and the best evidence he can procure. —

To

12077. Fort St. George 23rd. September 1841

To

The Secretary to the

Board of Revenue

(14)

Sir,

Fort St. George

From the Pre. Coll.r of North Arcot } Para 1. I have the honor to submit for sanction, the proposed Subsidy Establishment required during the Chief Festival on the Hill at Tripulty for the present year.

2 There is a double Festival this year, and the Establishment required exceeds the last in the sum of 123 Rupees, 6 Annas.

3 The Feast commences on the 18th. Instant.

North Arcot.

Principal Coll.rs Circuit Cutcherry, Palmanair 10th. September 1841 } Signed J. M. Gilvie Pre. Collector

Proposed

12078. Fort St. George 23rd. September 1841

A Proposed Moyenalitah be employed for 1½ Month to render assistance during the Festivals in Feby 1251-

Brinnamoteh Kevum Festival

Nature of Employ	Number of Individuals	Monthly Pay	Total for 1½ Month	Remarks
	1	3	4	5
Peishcars	2	Rs 4 6	Rs 8 12	
Granadar	1	35 " "	105 " "	
Suwarars	2	10 8 "	15 12 "	
Shroff	1	7 " "	21 " "	
Duffadar	1	10 8 "	15 12 "	
Peons	39	3 8 "	204 12 "	
			Total Rupees	370 2 "

Pre. Coll.r Orders

10th. Septr. 1841 Gr. Gilvie Pre. Signed J. M. Ogilvie Pre. Collr.

North Arcot Pre. Coll.rs Circuit Cutcherry, Palmanair 10th. Septr. 1841

12079 Fort St. George 23d. September 1841

Order thereon,

(14 - 15)

Ordered that Copy of the foregoing letter be laid before Government for orders with the Board's recommendation that Sanction be granted for the employment of the usual Establishment on account of the Tripputty Festival as shewn in the Memorandum which accompanies for 1/2 Month and at a cost of Rupees 370-2-0

Read

Comp.d S.R.

12080 Fort St. George 23d. September 1841.

Read the following letter.-

(16)

From the Collr. of Salem.....

Reporting on the subject of the demand lately made on Mr. Cockburn for arrears of Revenue due by him on account of lands in his possession on the Shevaroy Hills.

To,

The Secretary to the Board of Revenue Fort St. George

Sir,

Para 1. I have the honor to acknowledge the receipt of your letter of the 12th. Instant, also enclosing one from Mr. Cockburn, relative to the demand lately made on him for the arrears due by him on account of the lands in his possession on the Shevaroy Hills.-

2. The circumstances attending these lands have been frequently before the Board, as the accompanying list of correspondence will shew, and the Board in Para 4 of their communication to the Chief Secretary, under date 8th. January 1838 considered the demand of 1 Rupee per Acre for the lands occupied, calculating from the time of their occupation, to be fair and reasonable; in which opinion the Government under date 18th. Jany. 1838 expressed their concurrence, accordingly on the 23d. September 1839 a demand was sent to Mr. Cockburn for the abovementioned assessment for Acres 136-27 in arrear from Fusly 1236 to which no reply was received, but a communication was received from his son Mr. G. Cockburn of the 8th. October, stating that

Fort St. George 23d. September 1841.-

that the land was in his possession and requesting the tiers ads to be remitted on the uncultivated portion- another demand on the 31st Octr. was made on Mr. Cockburn, and on the 23d. July 1840 Mr. G. Cockburn addressed the letter, copy of which accompanies, forwarding plan of the lands cultivated; and stating that a much greater extent had been enclosed by a wall but being found unserviceable had been abandoned, and requesting that the Board would only levy quit rent on the Ground as per annexed plan, giving him a fresh Grant- Again on the 10th September of the same year he addressed another letter stating that he had taken possession of all the land comprised within the wall, built by his father, his object being to secure himself from the fraudulent acts of the present Puttadar, and as it was his wish to cultivate the lands as soon as the decision of the Board was known, he offered to pay the whole of the arrears demanded, should the Board not see sufficient grounds for granting the remissions sought.-

3. Copy of any reply to those letters accompanies.- Mr. Cockburn seems to think there is considerable difficulty involved in this question, to me there appears

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none, the Board and Government have decided that the lands occupied, and which by the measurement of the Salem Tahsildar as reported to the Board in my predecessor's letter of 25th Novr. 1837 are Acres 136-27 in extent, should be assessed at 1 Rupee per Acre and that this assessment should be collected from the period of occupation- I do not anticipate that Mr. Cockburn will make any demur to a claim for arrears since Fasly 36- A deficiency appears in the hill collections prior to that, but as that was the year in which the grants were issued, the demand has been made from that date.-

4. The amount due by Mr. Cockburn on the whole of his lands from Fasly 36 to Fasly 49 inclusive is Rs. 1913-10 and on lands held by others under Government sanction is Rs. 122-8 as entered in the Margin, making a Total of Rs. 2,036-2 on account of those holding, the hill renters have retained a Balance for the same period of Rs. 1,947 so that if the whole amount due, be realized, the Government will still be a loser particularly as remission has been made, the renters up to Fasly 44.-

Statement-

Ryotwar Amount Annually to the Estate	Due from Renters Fasly 36 to 49	Particulars of the Amount
Land Rent	1230 3 "	Cultivated 76 15 " 1069 4 " 381 14 " 687 7 " 1230 3 "
Account Land	12 49 "	Waste 60 12 " 60 5 " 944 6 " 301 9 " 542 13 " 487 6 "
		Total 136 27 " 136 11 " 1913 10 " 683 7 " 1772 16 " 487 6 "

5. But instead of taking the Berizon all land if collection be only made on the cultivated portion as exhibited in the underwritten Statement, the Government loss will still be increased, for the demand then for the period of occupation will only amount to Rupees 1069-4.-

Statement

12083

Fort St. George

Statement

23d. September 1841.

Names	Extent of Land	Rent at 1 Rupee per Acre	Up to Fusly	Total Fusly	1249 Rent	Deduct Cowle held by the sanction of Government from Fusly 1242 to 1246	Balance due from Fusly 1247 to Fusly 1249	Particulars. — Rent upon Cultivated Land	Rent upon waste Land
	Acres G. As.	Rs. As. P.			Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
1 Wm. Gay	17 16 10	17 6 7	From Fusly 1242 to F. 1249	0	139 4 8	97 " 11	52 3 9	52 3 9	" " "
2 Wm. Hayman	13 5 8	13 2 3 D.		8	105 2 "	65 11 3	39 6 9	" " "	39 6 9
3 Wm. Taylor	" 11 4	" 4 6 D.		8	2 4 "	1 6 6 "	13 6 "	13 6 "	" " "
4 Wm. Rd. Canty	10 " "	10 " " D.		8	80 " "	50 " "	30 " "	" " "	30 " "
Total	40 33 6	40 13 4 "		8	226 10 8	204 2 8	122 8 "	53 1 3	69 6 9

Mr.

Fort St. George 23d. September 1841.-

6. Mr. Cockburn gave no intimation of his having relinquished any portion of the lands, and the rule of the District is that on all such lands, collections should be made, cultivated or waste.- and in giving the Board my opinion as to the propriety of acceding to Mr. Cockburn's request; it is my duty to state that according to the usages of the District Mr. Cockburn has no claim to any exemption.- In forming a decision on points of this nature if the usual custom be departed from without sufficient grounds, it is difficult to refuse after applications, whatever may be their nature.-

7. The decision remains with the Government.- Mr. G. Cockburn is a young man entering on the business

of

Fort St. George 23d. September 1841

of life and who may as a British Merchant be hereafter serviceable to the District, the long arrear must prove burdensome for him to discharge, and having laid before the Board my opinion of the case.- Should the Government be inclined to forego any part of their claim, I shall have much pleasure in communicating to Mr. Cockburn the result of their favorable consideration.-

Salem Hillah.
Ossoor.
Pt. Colr. Cutcherry.
24th. May 1841.

/Signed/ J. D. Gleig
Pt. Collector

Memorandum

12086

Fort St. George 23d September 1841.

Memorandum of letters regarding the lands held by Wm. Cockburn on the Shevaroy Hills.

Date		Purport	
1831 Novr.	5th	Forwarding Memorandum of the sums due on account of Quit Rent on the lands on the Hills held by him	To Wm. Fischer
" "	11th	Stating that the lands were transferred to Wm. Cockburn	From Do.
" "	15th	Calling upon him for the payment of the Quit Rent	To Wm. Cockburn
1833 March	7th	Submitting the above correspondence for their information and orders, and observing that agreeably to Section 3 Regulation 26 of 1802 transfers not duly registered in a Collector's Office do not exempt the original Proprietor from payment of the Revenue	To the Board
" "	11th	Stating that it is the established rule that Quit Rent on lands held under Government Grants should be collected from the parties in actual possession, and directing that the parties be proceeded against in the manner prescribed by the Regulations	From the Board
" April	9th	Reporting that Wm. Fischer held the lands on mortgage	From the Asst. Collr. to the Collr.
" "	13th	Forwarding copy of Wm. Cathcart's letter requesting instructions on certain points, and stating that Wm. Fischer as the actual possessor is bound to pay the whole arrears due on the lands, and afterwards make his own arrangements with Wm. Cockburn	To the Board
" "	22nd	Concurring in the above opinion, and stating that if the sale proceeds do not cover the Government demand, the Collector is at liberty to proceed to the sale of any landed or other property belonging to the defaulter and requiring further information regarding the land held under Grant No. 1757	From the Board
1833 Sept.	28th	Forwarding plan of the land occupied by Wm. Cockburn and regrets that the result of the Tahsildar of Salem enquiries has proved of little benefit, and suggests that Wm. Fischer be called upon for the Quit Rent on both the Grants	To the Board

12087

Fort St. George 23d. September 1841.-

Date	Purport	
1833 Octr. 17th	Sanctioning the Quit Rent being demanded from the actual Occupant of the land and in default of payment to proceed to the distraint and sale of such property as may be found on the premises	From Board
" " 25th	Forwarding copy of Board's letter and requesting to know what arrangement he intends making for the liquidation of the Quit Rent due on the lands on the Shevaroy Hills	To Mr. Fischer
" Decr. 2d	Requesting to know whether it is the intention of the Board that the Quit Rent should be levied only on the land occupied and enclosed and whether from the date of the enclosure or from the date of the grant	To the Board
" " 21st	Stating that the fact assumed by Mr. Orr on the authority of Mr. Fischer only, "that Grant 1757 is included in the Ground enclosed by Mr. Cockburn" is denied by that Gentleman, and suggesting the suspension of the late orders of the Board until further enquiry is instituted	Do. Do.
" " 12th	Stating that it was their intention that Quit Rent should be levied on the extent of lands entered in the Grants and from the date of the Grants	From Do.
1834 March 1st	Recommending that assessment be levied on the land on the Hills occupied by Mr. Cockburn but not on all that is included in the Grants	To the Board
1835 April 18th	Reminding them of the above letter	Do. Do.
" Novr. 23d	Forwarding copy of correspondence with Government, and requiring plans of the land actually occupied by Mr. Fischer	From Do.
1837 Novr. 25th	Stating that he is perfectly satisfied that the information contained in his letter of the 28th. September 1833 is perfectly correct with other observations	To the Board

Ordered

Fort St. George 23d. September 1841.

Ordered that the following address be submitted in consequence.-

(16-17)

To the Acting Chief Secty to Government

To,

The Acting Chief Secretary to Government

Sir,

Para 1. I am directed by the Board of Revenue to request that you will submit for the consideration and orders of the Right Honorable the Governor in Council the accompanying letter from the Principal Collector of Salem, reporting upon an application addressed to the Board by Mr. G. J. Cockburn for the remission of a portion of an arrear of Quit Rent which he has been called upon to pay on account of certain land in his possession on the Shevaroy Hills.-

2. The land alluded to in Mr. Cockburn's letter, which is also herewith submitted, consists of 136. 27 acres originally enclosed by his father Mr. N. D. Cockburn and which formed

Fort St. George 23d. September 1841.-

formed the subject of a reference made to Govern-
-ment under date the 8th Jany. 1838, at which
time it was held in Mortgage by Mr. Fischer-
In consequence of the orders
3. of Government passed under date the 18th Jany.
In Cons: 22d. January 1838 1838 by which the Principal Collector of Salem
was empowered to make a demand for Quit-
Rent on this land from the date of occupation,
Mr. Cockburn was called upon as the occupant
for the time being to make good the arrears which
in this instance had accumulated for a period of
14 years to the sum of Rupees 1913-10.-
A considerable portion of the land
4. acres G.
in question / 60-12 / has never been brought under
cultivation, and it appears to be the object of Mr.
Cockburn's application to obtain a remission of
one half of the rent on whatever portion may be
left uncultivated. This however Mr. Gley states
to be opposed to the custom of the District, the
rule being that on lands of this description the
full rent should be levied whether they be cul-
tivated or not. It appears from what is stated
in the 2d Para of Mr. Gley's report that Mr.
Cockburn wishes to retain possession of the land
and

Fort St. George 23d. September 1841.-

and had even offered to pay the whole arrears rather than relinquish it, should the Board not see sufficient grounds to recommend the remission solicited.-

5. The Board do not think it expedient to recommend a departure from the usual custom by allowing the uncultivated portion of the land in Mr. Cockburn's possession to be held on half rent, but adverting to the circumstances in regard to this Gentleman which the Principal Collector has adduced as affording him a claim to indulgent consideration, they recommend that as a special case the rules lately sanctioned by Govt. in regard to Dwit Rent on lands held under Government Grants may be made applicable in this instance and that the Principal Collector may be instructed to limit the demand to a period of 5 years antecedent to the date on which Mr. Cockburn was called upon to pay the arrears.-

Revenue Board Office,
Fort St. George,
23d. September 1841.-

(Signed) R. S. Porter
Sub Secretary

Read

Copd. J.R.

Fort St. George 23d. September 1841.-

Read the following letter.-

To,

The Secretary to the
Board of Revenue
Fort St. George

18

From the Pt. Collr. of Salem.

Reporting the results of his enquiries relative to the claim of Mudiah Gowden to the cultivation of Headship on the Shervaroy Hills.-

Sir,

Para 1. I have now the honor with reference to the complaints received by the Board from Mudlia Gowden alias Iya Gowden relative to the cultivation and headship which he claims on the Shervaroy Hills to lay before you for their information the result of my enquiries thereon in doing this it will be necessary to go back to the time when Salem came into the possession of the British Government in consequence of his laying claim to the holding as a permanent rent.-

2. It would appear then that a beriz was fixed on these Hills in Fusly 1211 on the average of the preceding years as follows.-

Salem Rand	Rs. 2,094 - " - 11
Moha Rand	1,465 - 2 - 2
Mootoo Rand	868 - 6 - 1
Total Rs.	4427 - 9 - 2

This

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3. This amount appears to have been regularly paid up to Fusly 1219 but from Fusly 1220 to 1228 these hills fell into arrears and during that period there was a balance of Rupees 11,695-15 being an average loss of Rupees 1,299-8-10 per Annum on what particular portion of these hills this balance and its amount if stated does not appear in account, all 3 Nands being entered as one item.

4. It would appear that for the next three succeeding years the management was more immediately in the hands of the Collector and the out-turn was as under.

Fusslies	Beriz	Collections	Amount of remission granted
1229	3,061 10 "	2,561 9 "	500 1 "
1230	3,192 8 "	3,192 8 "	" " "
1231	3,192 8 "	3,192 8 "	" " "
Total	9,446 10 "	8,946 9 "	500 1 "

5. Such being the case in Fusly 32 Moochlicas were taken from the Puttadars of the three

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three Nands, translates of which accompany offering to rent for that year at the undermentioned rents

		Less than originally fixed
Salem Nand	1,452 8 "	Rs. 641 8 11
Moha Nand	1,085 " "	380 2 2
Mootoo Nand	656 4 "	212 2 1
Total	3193 12 "	1233 13 2

at this rate the demand is now made.

6. The reason for granting so great a reduction does not appear had the rent then been considered a permanent one it is scarcely probable that this would have been done without the orders of Government. the reason given by the Mootonand claimant that it was in consequence of some of his lands being taken by others can scarcely be the true one as there were no lands taken from the other Nands where an equal reduction has taken place.

7. But even this reduced rent was not fully collected a reference to

Statement

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Statement No. 2 will show that from the abovementioned period to the present time there is a balance as under.

Salem Rand ——— 576
Moha Rand ——— 560-8
Mootoo Rand ——— 3,695-6

The two former sums have been remitted by Government and of the latter 2,776-10 leaving an unadjusted balance of Rs. 918-12 this is due on the years succeeding Fasly 44 and is held back in consequence of lands occupied by Mr. Cockburn the being of which for that period is Rupees 683-7 and for lands held by others under † Government sanction 122-8 the total being 805-15 leaving a balance still due against the Renter of 112-13. From the Salem and Mahanand lands there is no balance due since Fasly 44.

† date April 19th 1833

See Statement No. 2

8.

The question therefore of permanent rent as claimed by the complainant seems to be unsupported by circumstances they have no vouchers to produce

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produce, there is nothing in any records tending to shew that any permanent settlement had been made, on the contrary there is great variation of assessment without sufficient authority or cause. there are three Moochilcas for one years rent in Fasly 32 all tending to the opposite conclusion if they had any just grounds for the reductions in Fasly 32 they could be at no loss to bring these forward as one of the then contracting parties is still in existence. If it had been as they are now inclined to assert a permanent rent it is not likely that it would have been continued after the extensive remissions Viz. Rupees 11,695-15 between Fasly 19 and 28 and from that time continued down to Fasly 44.

9. With reference to the claim of the complainant Mullah alias Wya Gowden to the Puttadarship of the Mootoo-mand it appears that the Goorroo or Priest has been in the habit of appointing persons

to

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to exercise that authority among the hill peo-
=ple and that the persons named in the Wro-
=ckleas now sent Viz.t Mooregai Mullick Gow-
=den and Mooloopoocan Andee Gowden held
that office until about 1235 Fusly and that
on their demise the complainant Mullick
alias Muya Gowden carried on the duties until
the present time.-

10. In consequence of the
arrears due from these hills and the complaint
of the present Petitioner that he found diffi-
=culty in collecting his kists his opponents
stating that he had no right to the Puttadar-
=ship orders were issued for the appointment
of Assessors to enquire in whom the right of
headships existed. I now forward copy of their
decision with translate stating that the
right of Puttum existed in the complainant
Mullick Gowden but that the right of dis-
=posal of the lands rested with the Circar.
In consequence the endorsement was given him
in his Cuzze of the 18th. January 1839.-

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11. After this the complainant
was called to my Cutcherry in order to make
arrangement and report regarding the outstanding
balance a translate of deposition given by him at
No. 1. that time accompanies. I know of no restraint
being imposed on him as he states.-

12. This dispute still continuing
and the opposite party having said that the
old Priest Suranah Gowden had not been ex-
=amined on my late tour of Summa, I had the
two Priests before me and scarcely learned any thing
more than that as there were two Priests so there
were two parties opposed to each other on the hills.
Nos. 2 and 3 their depositions accompany. I also came to know
that the sons of the renters who gave the Wrocklis-
=eas in Fusly 32 were alive, they appeared before me
and deposed as per accompanying translates
Nos. 4 and 6 the Complainant states in depo-
=sition taken at the same time that these renters
died leaving sons (translate No. 6) and that he
took the management of affairs as directed
by his Priest.-

On

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13. On considering all that I have been able to glean relative to these hill transactions I am of opinion as stated by the Assessors and as is apparent from the fluctuation of assessment that the disposal of the lands remains with the Circar, the Priests appointment referring only to the concerns of the caste- the manage=ment does not appear to have been looked into for many years and hence the present claim- I also think that it is in the pro=vince of Government to appoint persons to look after their Interests independent of the Priests- and either to rent or keep under Amanny as may suit their purpose- Even allowing the complainants statement that the hills are a permanent Meerasse right- it is clear that the right does not belong to him- as the sons of the former holders are in being- The hills are becoming valuable as Coffee plantations and as the sum now col=lected in Mootoonaud is only 472-8 a few

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more plantations will make it a most valuable Enaum.-

14. When at Salem the Son of the late Renter Chinna Gowden gave a cur-chust for the original hereiz 868 Lys the lands occupied by the plantations of Messrs. Cockburn and others Rupees 177-8-4 being Rupees 690-7-8 either for one or three years- the complainant did not consent to a greater assessment than he pays- an Ostear was afterwards issued in=viting tenders and a Salem inhabitant Ramaswamy made offer for Mootoonaud independent of lands granted by Government of Rupees 750.-

15. For the remainder of the lands the hill men would not increase their offers for Salem land, the above=mentioned Ramaswamy made offer of Rupees 1,470 being Rupees 17-4 above that formerly collected and also for Mootoonaud Rupees 1,100 being 15 Rupees above the old rents.-

In

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16. In order to put a stop to the present disturbed state of the hills I would respectfully recommend to the Board that they should be put under rent for one year but to the hill people only a person from the plains would I fear make confusion worse compounded I would leave the Sulem and Mahanands in the possession of the old holders and instead of giving the Mootoonand to any of the oppos-ing parties would grant the rent to the son of the old holder Chinna Gowden for the sum he has offered Rupees 690-7-8 there being no Curnum it would be necessary to appoint one for each of the different Nands and when the accounts are received more in detail in a years or two more efficient measures may be adopted for the manage-ment of these Hills.-

17. There is another division of these Hills formerly belonging to the Lingapoor Mootah, named Tennanoor Nand. the Mootah came under Amanny in Fusly 1227 and the Collections

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Collections made for the subsequent years on the hill portion were as under.-

Fusties	Bereiz	Collections	Balance
1227	99 " "	99 " "	" " "
1228	99 " "	99 " "	" " "
1229	87 " "	87 " "	" " "
1230	100 " "	100 " "	" " "
1231	100 " "	100 " "	" " "

18. The latter amount of Rupees 100 per Annum has been continued up to the present time and realized without balance. The sons of the original holder is now in possession and has offered an increased rent of Rupees 140 which I beg to recommend for the Board's acceptance.-

19. I would beg to solicit the Board's early attention to this subject the time for cultivation is now at hand and it will be necessary to place some one in possession.-

20. Statement No. 3 accompanies of the offers received for the 3 Nands

Compared

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compared with the former rents the present offers amount to Rupees 3,227-15-8 being less than the original Rupees 1,199-9-6 and Rupees 34 more than those of Fusly 1232 to which if add the value of lands held by Messrs. Cockburn and others not here entered Rupees 177-8-4 the sums now offered is above the beriz of 32 in Rupees 211-12.

Salem Zillah,
Sessor,
Pl. Collrs. Cutcherry.
29th. May 1841.

/Signed/ L. D. Gleig
Pl. Collector

Exp. R.

A

Fort St. George 23d. September 1841.

A.

No. 1.

Translation of a Deposition taken before the Principal Collector of Salem, from Mulliah Gounden, Puttakar of Mootoo Naud on the Shevaroy Hills in the Talook of Salem, on the 28th. August 1839.-

2. In what year, for what amount and by whom was the Rent of Mootoo Naud granted to you?

A. It was continued to me for a long time.

2. How many Pagodas do you pay for it a year?

A. Before Mr. Cockburn came, and the year that Gentleman came, I continued to pay at the rate of 180 Pagodas. I afterwards paid 120 Pagodas yearly. Subsequently, in consequence of there being no cultivation in 4 Villages, I paid less.

2. It appears from the Accounts that up to Fusly 1230, the sum of 248 Pagodas or 868 Rupees was the fixed Beriz, and that you paid that amount accordingly. Whence, how is it you say that you paid 180 Pagodas?

A. The amount I mentioned was paid

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paid by me during the time of Mr. Hargrave afterwards I continued to pay less.-

Q. As your Naud has shewn increase and decrease, there does not there: fore appear to have been any fixed Beriz to it.-

A. Whenever the Ryots became indigent, the amount used to be less.-

Q. If you did not pay according to the fixed Beriz, can we put it up to sale and rent it to another?

A. You may give it away.-

Q. Will you give a Razeenamak to that effect?

A. If I have no Puttah, how can I give a Razeenamak.

Q. The amount due on account of your Naud should be paid in 5 days?

A. I cannot pay, as I have not the means.-

Q. You must pay according to the fixed Beriz?

A. I will not.-

Q. Who is the Puttakar Gounden and

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and Superintendent of the Naud?

A. I am alone the Puttakar Gounden and Superintendent.-

Q. Will you continue to pay the sum of 868 Rupees which is the fixed Beriz of the Naud?

A. I am unable to pay the amount

Q. Do you want a Puttah for your Naud?

A. I do not require a Puttah.- The mark of Mulliah Gounden Taken in my presence this 28th. August 1839.-

Signed J. D. Gleig
Prin. Collector

No. 2.

Translation of a Deposition taken before the Principal Collector of Salem from Tanaydee Gounden of Chittary Mullay of the Talook of Sengary cottah, on the 8th. February 1841.

Q. Are you the Gooroo of Chokandee Gounden, Audee Gounden and others on the Shervaroy Hills?

A. Yes I am the Gooroo of those on the Hills.-

What

Q. What is your age?

A. About 60 years.

Q. Do you know the time the Pymash took place?

A. I know.

Q. How, and in what manner did Mr. Macleod fix the payment on the Shervaroy Hills?

A. He fixed on the Plough.

Q. How long did it continue in that manner?

A. It continues so even now.

Q. How did they pay the Circar?

A. At the rate fixed upon the Plough.

Q. Was Mootoo Naud ever rented out?

A. I only heard of it, but do not know it myself.

Q. To whom was it rented?

A. To Vellay Gounden Mulliah Gounden of Tullacholay.

Q. Who are they? or is it only one name?

A. It is only one name.

Q. Did the said person give a

a Moochilka to the Circar?

A. I do not know.

Q. Who is this Mulliah Gounden?

A. He is dead his younger brother Vellaya Gounden is living.

Q. Has the deceased any Children?

A. He has a Son about 20 years old, but I do not know his name.

Q. Who superintends the business of the Hills?

A. Villaya Gounden, the brother of the deceased.

Q. Which of the Nauds is he looking after?

A. Mootoo Naud.

Q. In what other Nauds do people look after business?

A. In Moka Naud, Chokanda Gounden In Salem Naud, Audee Gounden Mootoo Naud Villaya Gounden.

Q. Who are Mulliah Gounden and Munniah Gounden now present?

A. Mulliah Gounden is the uncle of Vellaya Gounden

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Gounden, Maanneah Gounda is an inhabitant

Q. How is he the uncle?

A. He is the uncle, as his Grand father and the Grand father of the deceased are brothers.

Q Is Vellaya Gounden the brother of the deceased?

A. Yes, he is his own brother.

Q Are the Son of the deceased and Vellaya Gounden living together?

A. They were living together.

Q. While he had a son, what claim had the brother?

A. As the Son was under age / 10 years / the brother is looking after the business.

Q Is the Son now of age?

A. As he is now 20 years old, he is able to perform the business.

Q. Some of the people of the Hills state, you are their Goorus and that by your orders the business is looked after - what authority have you to appoint any one?

A As I am the Goorus and as the practice of appointing a Puttakar is continued, I nominated Vellaya Gounden.

Q. Who gave you that authority?

A

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A As there is a God to the Hill people, so am I a Goorus to them and accordingly made the appointment.

Q Who ordained you a Goorus?

A. The Goorooship descended to me from my generation.

Q. Who is the Head man of the Kalroga Mullay in the Ahtoor Talook?

A. As I am the Goorus of that Hill, I appointed one Autoocarah. In my father's time one Lutchmah was appointed by him.

Q. What is Autoocarah to Lutchmah?

A. He is the son.

Q. If you are the Head man, you should only settle disputes in the Caste, but what authority have you to interfere with the Circar Collections?

A. As it is the practice of Head men to collect Money, so he continued to do so.

Q. Did Colenjee Paudy Mulliah Gounden at any time do the duty of Head man of Mootoonaud?

A. Mulliah Gounden never did it.

Hos

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2- Has the Mulliah Gounden any claim?

A. He has no claim whatever.

Question put by C. Mulliah Gounden } You said before that you appointed him as a Head man, how do you say now that he has no claim?

I never appointed you as a Head man.

Mark of Tanauda Gounden

Taken before me this 6th. February 1841.

/ Signed / J. D. Gleig.

Print. Coll.

Further Examination-

2. What is Lutchma Gounden to you?

A. He is my Elder Brother's Son.

2. Is he in the habit of attending to the business of a Gooroo?

A. As he is my Son I used to take him with me when there was busines-

2 Used he to attend when the appointment of Head men took place?

A. On such occasions I used to go and not he, as he has no authority to appoint.

2. The said Lutchma Gounden says

Fort St. George 23d. September 1841.

says that about 14 years ago he appointed Mulliah Gounden as a Head man- Did you send him for that purpose.

A. I did not give such order.

Mark of Tananda Gounden

Taken before me this 6th. February 1841.

/ Signed / J. D. Gleig

Pl. Coll.

No. 3.

Translation of a Deposition taken before the Principal Collector of Salem from Lutchmah Gounden of Chittray Mullah of the Tengracottah Talook, Son of Teetah Gounden alias Tennanah Gounden of Mali- -alum Caste- Vistnoo Sect gains livelihood by employment under Circar and as Head of Caste, and aged about 45 years-

2. Do you know the time when the Government first Surveyed these lands?

A. I do not know

2- To the best of your knowledge, say who is the Head man of Mootoo Kaud?

A- I do not know what passed long before, but after I came to my understanding, I hear'd from my Grand father and Father, that that Complainant's Grand Father-

Father and Great Grand Father were Head men for a short time and that Defendants Father and Grand Father were also Head men for some time.

Q. You were not asked of what you heard, state what you know and saw?

A. My father and Grand father used to go and come to the Naud I never went to the Naud myself, therefore I am not aware of the subject.

Q. In what place are you living?

A. In Chittary Mullay in the Talook of Tengracottah.

Q. Did you not go to the said Naud at any time?

A. I went there when I had to appoint Complainants Grand father Mullia Gounden as Head man.

Q. When was he appointed?

A. He was appointed 14 years ago.

Q. Why should you have gone to make the appointment when your Father was alive?

A. As my Father was dead, I went to make the appointment.

Q. What authority have you to make the

appointment?

A. I made the appointment as I am a Gooroo.

Q. The Complainant and Defendant say that Semianah Gounden is the Gooroo, when so, how could you make the appointment?

A. As my Father was a Gooroo, I succeeded to the appointment after his death. I consequently made the appointment.

Q. You said before that you never went to the Hill, and that your father and Grand father only used to go there, you now say that you did go there yourself to make the appointment, account for this difference?

A. I went there after the death of my Father, but did not go there before that.

Q. Do you know Pallacholay Vella Gounden?

A. I do not know him.

Q. Do you know Channa Gounden?

A. I do not know him also.

Q. Do you know the Defendant, Vellaya Gounden?

A. I

A. I know him.

Q. What are the names of Sallachoy Villaya Gounden's father and Brother?

A. I do not know their names.

Q. How is Tennanah Gounden, the witness who deposed now, related to you?

A. He is not my own Father, but my Uncle.

Q. Do you and the said Tennanah Gounden live together or separately?

A. We live separatety.

Q. You said before that you never went to the said Naud - As you did not go, how did the duties of the Goorus go on?

A. Before I was appointed my Father was doing the duty, after his death, I was appointed, from which time, I did the duty.

Q. You said that Mulliah Gounden was appointed 14 years ago was your Father then alive?

A. He was dead at the time, and I was in appointment I went then to

to make the appointment.

Q. You said before that you never went to the Hill, and that you did not know who was doing the duty there - you afterwards say that your father died 14 years ago, that from that time you were doing duties, and that you appointed Mulliah Gounden. How is this difference?

A. I said that during my Father's life I did not know of what was doing in the said Naud. I know it only from the time I am doing the duty - I did not say that I did not know from what time I am doing it.

/ Signature / of Sutchmah Gounden

Taken before me this 6th February 1843.

/ Signed / J. D. Gleig -
Pt. Collr.

No. 4.

Translation of a Deposition taken before the Principal Collector from Chinna Gounden Son of Mulliah Gounden on the 23d February 1843.

Q. Do you know that in 1832 your father Mulliah Gounden and Moodooeara Audee Gounden gave a Moochilekah to the Circar to pay 65 6/4 Rupees annually on account of the Mootoo Naud on the Shevaroy Hills?

A. I do not know it.

Q. When did your Father die?

A. Ten years ago.

Q. During the life time of your Father, who looked after the affairs of Mootoo Naud and who has been looking after it since his death?

A During my father's life time he used to collect

Fort St. George 23d September 1841

collect the money and look after the affairs of the Circar. Audee Gounden looked after the business with my father, afterwards another Pillary Audee Gounden looked after the business under my Father, after the death of my father, Moyah Gounden, alias Mul=liah Gounden, did the duty upto Fusly 1249.

Q. What business had Moyah Gounden to look after the duty?

A. As I was young on the death of my Father, the said Moyah Gounden took upon=himself to look after the business since the last 6 or 7 years I entered into a law suit with him for the purpose of taking upon myself the duty, but it has not been decided as yet.

Q. What have you to say regarding the bal=ance due upon the Mootoo Naud rent from Fusly 1232 to 1249?

A. I am unable to pay the balance to the Circar.

Q. Where are Pillary Audee Gounden and Chen=jady Audee Gounden now?

A. Chenjady Audee Gounden died about 12 years ago he has a son about 20 years old, but I do not know his name. Pillary Audee Gounden died about 11 years ago and has a son aged about 30 years named Chinnapien.

The Mark of Chinna Gounden

Taken before me this 23d February 1841.

(Signed) J. D. Gleig
Pe Co Br
No. 5.

Comp. S.R.

Fort St. George 23d September 1841

No. 5

Translation of a Deposition taken before the Principal Collector of Salem, from Chinna Gounden, son of Audee Gounden on the 23d February 1841.

Q. Do you know that your Father Audee Gounden and Mulliah Gounden gave a Mooche=lekah in Fusly 1232 to pay to the Circar the Sum of 656¼ Rupees Annually on account of the Mootoo=naud Hill?

A. I do not know it.

Q. When did your Father die?

A. Ten years ago.

Q. When did Mulliah Gounden die?

A. He also died about ten years ago.

Q. During the life time of your Father and the said Mul=liah Gounden who collected money from the Ryots and looked after the Circar business on account of Mootoonaud?

A. Mulliah Gounden Collected the money and looked after other affairs

affairs of the said Mootoonand — my Father Audee Gounden was under him doing busines.—

Q. After the death of your — Father and Mulliah Gounden, who looked after the Collection and other affairs of Mootoonand?

A. Moyah Gounden looked after them.—

Q. Why did not you and — Mulliah Gounden's son Chinna — Gounden look after the affairs of the Hill?

A. Being a Ryot I did not know the business. therefore did not look after it Chinna — Gounden being a young boy Moyah Gounden, by order of the Goorol looked after the business.—

Q. From Fusly 1232 to 1249 — there is a balance due to the — Circar on account of the said — Naud What say you to it?

A. I do not know that there is — a balance, nor am I able to pay it.—

Mark of Chinna Gounden

Taken before me this 23rd Feby. 1841.

/ Signed / J. D. Gleig

Pt. Coll.r

Translation of a Deposition taken before the Principal Collector of Salem from Moyah Gounden alias Mulliah Gounden son of Chinna Moya Gounden of Colundaputty on the Sheevaroy Hills. on the 23d February 1841.

Q. In Fusly 1232 Mulliah Goun= =den and Moodoopoocara Audee Goun= =den gave a Moochelkah pro= =mising to pay to the Circar 65 1/4 Rupees on account of Mootoonand Do you know this?

A. I do not know the subject.—

Q. Do you know the said Mul= =liah Gounden and Moodoopoocara — Audee Gounden, and do you know where they now are?

A. I know these persons. Mulliah Gounden died about 10 years ago, and Audee

Fort St. George 23d. September 1841

Andee Gounden died about 14 years ago.-

Q. When the said Mulliah Gounden and Moodoopoocara Andee Gounden were living who used to collect money and pay to the Circar on account of the said Naud.?

A. Mulliah Gounden used to Collect money from the Ryots and such Collections were sent by Andee Gounden to be paid to the Circar this continued to be done during the life time of Mulliah Gounden.-

Q. After the death of the said Mulliah Gounden, who used to conduct the affairs of the Naud from Fusly 1249?

A After the death of the said Mulliah Gounden, I made the Collections from the Ryots and paid them to the Circar from Fusly 1249.-

Q. From the time you have been doing the duties of the Naud, what

Fort St. George 23d. September 1841

what Amount was due to the Circar for 1 year and what sum was actually paid by you.?

A. I am aware that 120 Pagodas per year was required to be paid to the Circar, and according to that, I used to deliver to the Circar for 5 or 6 years during Mr. Orr's time, and 5 years afterwards up to Fusly 1249, I paid 135 Pagodas yearly.-

Q. After Mulliah Gounden and Andee Gounden paid to the Circar according to their Moochelka given in Fusly 1232, there was a balance due by them what say you to that.?

A That there is a balance no one told me of, nor am I aware of it.-

Q. How could you say that you are not aware of any balance remaining, when in Mr. Orr's time and in my time, demands were made to you on that account?

A Demands were made for the

the said balance, but in conse-
=quence of the Ryots on the Hills
having become indigent, I then said
that I was unable to pay it. Even
now I am unable to pay the balance.

Q. Have the late Mulliah
Gounden and Audee Gounden any
sons? if so, what are their names?

A. Mulliah Gounden has a
son named Chinna Gounden
aged about 25 years. Audee Gounden
also has a son named Chinna-
Gounden aged about 30 years.

Q. Did the said sons, after
the death of their respective Fa-
=thers look after their affairs on
the Hills?

A. They did not.

Q. What business had you to
look after the affairs when the
Puttadars had sons?

A. As my Gooroo told me
to

to look after the business I did
so.

The mark of Mulliah Gounden

Taken before me this 23d. February 1841.

/ Signed / J. D. Gleig
Pr. Coll.

Translation of the Decision pass-
=ed by the Assessors directed to enquire
into the claims of the Headship of
Mootoo naud.

Salem Sooboroy Pillay. Yetta-
=poor Sungarien and Munnakapollium
Vurdapah Naiken beg respectfully to
state, that agreeably to a taked-
dated 12th. March 1839 directing us
to enquire and report upon the claims
of Mulliah Gounden Complainant,
and Sullockolay Vellayen and others, De-
=fendants, and to state who is the
right person to the appointment of
Headship of Mootoonaud. We investiga-
=ted into the matter by examining both
parties and their witnesses by means of the

Sahsildar

Fort St. George 23d. September 1841.

Tahsildar in the Talook Cutcherry, and took such Documents as they had. From the Depositions and Documents we are of opinion that.

1st. In the Malyalum Caste the nomination of Headman rests with the Goroo. Vullymadoora Jennanda Gounden and his elder Brother's son Jenanda Lutchma Gounden, before Puttakars, Headman and Inhabitants. In the depositions made by Gooroo Jenanda Lutchma Gounden, he states that the duties of the Headships were looked after by Moya Gounden, Cousin of 1st. Defendant, before the last 11 years, and because he did not behave himself in a proper manner, the appointment was taken away from him and conferred on complainant Mulliah Gounden 11 years ago. Mulliah Gounden accordingly has been doing the duties ever since, but he also was afterwards deprived of the appointment

for

Fort St. George 23d. September 1841.

for improper conduct towards the Gooroo's people and the situation given to 1st. Defendant Vellaya Gounden in the Month of Aunee, year Velumbe. This appointment was declared to be unjust by his Uncle Gooroo Vullymadoora Jemana Gounden, and it was therefore taken away from him (Vellaya Gounden) and given to complainant Mulliah Gounden. From the examinations and Evidence taken in the case, we find that Complainant Mulliah Gounden is the person entitled to the appointment of Headman.

2. With regard to the renting of Mootoonand, the Circar alone has the power, and not any of the above parties or the Gooroo's.

3. It appears that the Circar has rented out Mootooriand to Complainant Mulliah Gounden and that he accordingly looked after the business of the Naud and Collected the Circar rent to this effect, the Defendants acknowledge

Fort St. George 23d. September 1841.

acknowledge and depose the Witnesses of both parties depose also to the same effect. While so, the 1st. Defendant and others taking upon themselves to collect the rent from the people of the Land without authority is wrong therefore such Collections as have been made by them should be given up to the Complainant. The rent from the Inhabitants should be given to Mulliah Gounden alone, It appears also that Complainant Mulliah Gounden alone should be acknowledged as the Puttakar and Rents, and not any of the Defendants or others. of such Documents as were produced by the parties, Copies were taken by us and the Original delivered up to them Copies of the Depositions taken from the parties and their witnesses as also of the Documents produced by them, are herewith forwarded.

/Signed/ by Soobaroy Pillay
" by Sungaraien
" by Vundaputtallaw

16th. February 1841.

(True Copy)
/Signed/ J. D. Gleig
Pt. Coll.

Fort St. George 23d. September 1841.

No 5th here

Translation of a Moochilkah given by Audy gounden Puttakar of the Salem Land and Shumba gounden Monegar, attached to the Shervaroy Hills in the Salem Talook on the 10th. February 1823.

We Audee gounden Puttakar of the Salem Land and Shumba gounda Monegar, agree to rent the Salem Land on the Shervaroy Hills for Fusly 1232 of the year Chittrabanoo, for the Sum of 415 Star Pagodas paying up the same agreeably to the Kistbundy.

In witness whereof we hereunto set our Signatures with our own free will and consent.-

Witnesses-

Signature of Chittarringar
Curnum of Nurasingapoorum
Do. of Sabapully Syen
Curnum of Nurasingapoorum

Mark of Shumbagounden
" of Audeegounden

/Signed/ J. D. Gleig
Pt. Coll.

/True Translation/
/Signed/ J. D. Gleig
Pt. Coll.

Translation.

Fort St. George 23d. September 1841.

Translation of a Moochilkah given by Chokandy Gounden and Mannium Chinna Gounden of Mohun Naud attached to the Shenveroy Hills in the Salem Talook on the 12th. February 1823.

We Chokandy Gounden and Mannium Chinna Gounden agree to rent the Mohun Naud on the Shervaroy Hills for Fusly 1232 of the year Chittra baunoo for the sum of 310 Star Pagodas paying up the same agreeably to the Kistbundy. In witness whereof we have hereunto set our signatures with our own free will and consent.

Witnesses.

Signature of Chittari engan Curnum of Narasinga poorum.

Dc. of Ramiah

Yellapoor Davastanum

Nevisinda.

Mark of Chokandy Gounden

" of Chinna Gounden

/Signed/ J. D. Gleig

Pt. Coll.r

Translation

Comp.d S.R.

Fort St. George 23d. September 1841.

Translation of a Moochilka given by Monigar Mulliah gounda and Moodoopoocara Andee gounda of Mootoo Naud attached to the Shervaroy Hills in the Salem Talook on the 4th. February 1823.

We Monigar Mulliah gounda and M. Andee gounda of the Shervaroy Hills in the Salem Talook, agree to rent the Mootoo Naud on the Shervaroy Hills for Fusly 1232 of the year Chittrabanoo for the sum of 65 1/4 Rupees or Star Pagodas 18 1/2, and to pay the same agreeably to the Kistbundy. In witness whereof we have hereunto set our signatures with our own free will and consent.

Witnesses.

/Signed/ P. Coopien

" Cheddombrain

pillay.

Mark of Mulliah gounda

" of Andee gounda

" of Goundupppen

/Signed/ J. D. Gleig

Print. Coll.r

Statement.

12130

Fort St George 23d September 1841.

No 1 Statement of the Bariz fixed in Fusly 1211 on the Hills on an average of former years.—

Fuslies	Salem Naud	Moha Naud	Mootoo Naud	Total
	Rs. a p	Rs a p	Rs a p	Rs a p
Fusly 1198. During Tippoo's time	1980 7 10	1364 2 5	766 3 5	4,116 13 8
1 1202	1777 " "	1276 1 "	729 13 "	3782 14 "
2 1203	1955 " 6	1,368 12 5	807 12 10	4131 9 9
3 1204	1955 " 6	1,368 12 5	807 12 10	4131 9 9
4 1205	2,094 " 11	1,465 1 7	868 6 1	4,427 8 7
5 1206	2,094 " 10	1,465 1 7	868 6 "	4427 8 5
6 1207	2,094 " 11	1465 1 7	868 6 1	4,427 8 7
7 1208	2,094 " 10	1465 1 7	868 6 "	4427 8 5
8 1209	2,094 " 10	1,465 1 7	868 6 1	4427 8 6
9 1210	2,094 " 11	1,465 2 2	868 6 1	4427 9 2
Total	18,251 6 3	12,804 3 11	7,555 11 "	38,611 5 2
Average of 9 years	2,027 14 11	1,422 11 1	839 8 4	4,290 2 4
1210	2,094 " 11	1,465 2 2	868 6 1	4427 9 2
1211	2,094 " 11	1,465 2 2	868 6 1	4427 9 2
Total	6,216 " 9	4,352 15 5	2,576 4 6	13,145 4 8
Average of 3 Years	2,072 " 3	1,450 15 10	858 12 2	4,381 12 3
Permanent bariz	2,094 " 11	1,465 2 2	868 6 1	4427 9 2

British

Under the

29th May 1841. E. C. Offr / Signed / J. D. Cleiz.

Prinl Collr

Statement

12131

Fort St George 23d September 1841.

No 2 Statement of the Beriz &ca of the Several Nauds on the Shervaroy Hills.—

Fusilies	Salem Naud		Mohn Naud		Mootoo Naud		Total			Remarks
	Jumma-bundy	Amount remitted	Jumma-bundy	Amount remitted	Jumma-bundy	Arrears Amount remitted	Arrears To be adjusted hereafter	Total		
	1	2	3	4	5	6	7	8	9	
During Mr Cockburn's Time	1 — 1232 —	1,452 8	" " "	1,085 " "	" " "	656 4	39 10 "	" " "	39 10 "	
	2 — 1233 —	1,452 8 "	56 " "	1,085 " "	52 8 "	656 4 "	236 4 "	" " "	236 4 "	
	3 — 1234 —	1,452 8 "	52 8 "	1,085 " "	52 8 "	656 4 "	236 4 "	" " "	236 4 "	
	4 — 1235 —	1,452 8 "	52 8 "	1,085 " "	52 8 "	656 4 "	236 4 "	" " "	236 4 "	
	5 — 1236 —	1,452 8 "	52 8 "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
	6 — 1237 —	1,452 8 "	52 8 "	1,085 " "	56 " "	656 4 "	237 4 "	" " "	237 4 "	
	7 — 1238 —	1,452 8 "	52 8 "	1,085 " "	53 " "	656 4 "	237 4 "	" " "	237 4 "	
During Mr Ord's Time	8 — 1239 —	1,452 8 "	57 8 "	1,085 " "	52 8 "	656 4 "	236 4 "	" " "	236 4 "	
	9 — 1240 —	1,452 8 "	57 8 "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
	10 — 1241 —	1,452 8 "	57 8 "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
	11 — 1242 —	1,452 8 "	57 8 "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
	12 — 1243 —	1,452 8 "	57 8 "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
	13 — 1244 —	1,452 8 "	" " "	1,085 " "	49 " "	656 4 "	236 4 "	" " "	236 4 "	
During Mr Sleigh's Time	14 — 1245 —	1,452 8 "	" " "	1,085 " "	" " "	656 4 "	" " "	183 12 "	183 12 "	
	15 — 1246 —	1,452 8 "	" " "	1,085 " "	" " "	656 4 "	" " "	183 12 "	183 12 "	
	16 — 1247 —	1,452 8 "	" " "	1,085 " "	" " "	656 4 "	" " "	183 12 "	183 12 "	
	17 — 1248 —	1,452 8 "	" " "	1,085 " "	" " "	656 4 "	" " "	183 12 "	183 12 "	
	18 — 1249 —	1,452 8 "	" " "	1,085 " "	" " "	656 4 "	" " "	183 12 "	183 12 "	
	Total	26,145 "	576 " "	19,530 " "	560 8 "	11,812 8 "	2,776 10 "	918 12 "	3,695 6 "	
	Averages for 1 Year	1,452 8 "	52 5 10	1,085 " "	50 15 3	656 4 "	213 9 5	183 12 "	205 4 9	

Amount remitted	To be adjusted hereafter	Total	Jumma-bundy	Amount remitted	Arrears to be ad-justed	Total	
				Arrears			
				Total			
7	8	9	10				
39 10 "	" " "	39 10 "	3,993 12 "	39 10 "	" " "	39 10 "	
236 4 "	" " "	236 4 "	3,193 12 "	344 12 "	" " "	344 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	341 4 "	" " "	341 4 "	
236 4 "	" " "	236 4 "	3,193 12 "	337 12 "	" " "	337 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	344 12 "	" " "	344 12 "	
237 4 "	" " "	237 4	3,193 12 "	342 12 "	" " "	342 12 "	
237 4 "	" " "	237 4 "	3,193 12 "	342 4 "	" " "	342 4 "	
236 4 "	" " "	236 4 "	3,193 12 "	336 12 "	" " "	336 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	336 12 "	" " "	336 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	336 12 "	" " "	336 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	336 12 "	" " "	336 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	336 12 "	" " "	336 12 "	
236 4 "	" " "	236 4 "	3,193 12 "	136 4 "	" " "	136 4 "	
" " "	183 12 "	183 12 "	3,193 12 "	" " "	183 12 "	183 12 "	
" " "	183 12 "	183 12 "	3,193 12 "	" " "	183 12 "	183 12 "	
" " "	183 12 "	183 12 "	3,193 12 "	" " "	183 12 "	183 12 "	
" " "	183 12 "	183 12 "	3,193 12 "	" " "	183 12 "	183 12 "	
" " "	183 12 "	183 12 "	3,193 12 "	" " "	183 12 "	183 12 "	
2,776 10 "	918 12 "	3,695 6 "	57,487 8 "	3,913 2 "	918 12 "	4,831 12 "	
213 9 5	183 12 "	205 4 9	3,193 12 "	301 " 2	183 12 8	268 7 "	

/ Signed / J. D. Sleig Print. Collr.

29th May 1841 E. E. Eff.

Statement

…t George

…isted Balance

…mount be … isted …eafter …m 1245 1249.	Total
10	11
…R$ a 8	6R$ a 8
… … …	576 … …
… … …	560 8 …
918 12 …	3695 6 …
918 12 …	4832 14 4
918 12 …	4832 14 4
6837 …	due by
122 8 …	due by
1121 3 …	due by
918 12 …	

23d September 1841

…of and Offers made for the Several Kaads on the

Offers for the rent of the Hills for Fusly 1251 or for 3 Fusles.

Offers made to the Tahsildar		Approved of by the Principal Collector	
Name	Yearly Beriz	Name	Beriz for Fusly 1251
12	13	14	15
	6R$ a 8.		6R$ a 8
Salem Veeranum … Ramasawmiah B.y.	1470 …	Andee gouda son of … P. Aundee gounda	1452 8 …
Ditto …	1100 …	Shokandee gounda …	1085 …
Ditto …	750 …	Chinna gouda, a son of Mulliah gouda	690 7 8
	3320 …		3227 15 8
Pitcha gouda who Superintends the duties on the Hills.	140 …	Pitcha gouda …	140 …
	3460 …		3367 15 8

Mr Cockburn
Mr Gay & others
the Hill people

Shervaroy Hills.

Comparison.

Difference between Col.s 3 and 15 Decrease	Increase above the Berij of fusly 1232.— Difference between Col.s 5 and 15 — Increase	Rent of the lands held by Mr. Cockburn and others.	Total
16	17	18	19
℔ Rs a ℘	℔ Rs a ℘	℔ Rs a ℘	℔ Rs a ℘
641 8 "	" " "	"	" " "
380 2 "	" " "	"	" " "
177 14 5	34 3 8	177 8 4	211 12 "
1199 9 6	34 3 8	177 8 4	211 12 "
" " "	40 " "	" " "	40 " "
" " "	74 3 8	177 8 4	251 12 "

20th. May 1841 E. E. Wyt. Signed J. D. Sylvy
Princl Coll.r

Comp.t S.R.

Read

18. 19.

Proceedings Concurring in the opinion with the Principal Coll.r of Salem that the disposal of the lands on the Shervroy Hills remains with the Govt. and that the claims advanced by Mutliah Gounden to the right of holding the Mottah Land at a permanent fixed rent is untenable and confirming the proceedings of the Coll.r in regard to the rents of the different Paindus on those Hills for the Current Fusly 1251.— Para 13.

thereon. Para 1.— From the information afforded in the foregoing letter in regard to the arrangements which have been made at different periods for the realization of the revenue from the different portions of the Shervroy Hills since the Salem Districts first came under the British Government. the Board concur in the opinion expressed by the Principal Collector that the disposal of the lands remains with the Government. The appointment of Puttahdar by the present, reporting only to the concerns of the caste. Under these circumstances they consider the claim advanced by Mutliah Gounden to the right of holding the Mottah Land at a permanent fixed rent to be untenable and they resolve accordingly to reject his Petition upon which the following endorsement is ordered.—

"Under the circumstances explained

12135. Fort St George 23d September 1842

explained by the Principal Collector of Salem in his report upon this petition the Board cannot recognize the claim of the Petitioner to the permanent possession of the Mottomaud on payment of a fixed Beriz — The question of the right to the petitioner to the office of head man of his caste it appears has been already decided —

2. The Board confirm the proceedings of the Principal Collector in regard to the rents of the different Nands on the Shevroy Hills for the current Fusly which it appears from his letter of the 19th July last he has already made over to the parties. The amounts for the four Nands being Rupees 3367-15-8 as shewn in the Margin. For the reasons stated in Para 16 of the Principal Collectors Ltr

Encl. 3 in letter 29th May 1841. Col: 14-15.

In Cons. 28th Sept. 1841.

Salem Nand	1452	8
Malmaud	1035	
Mottomaud	691	7 8
Tramanoor	140	
	3367	15 8

12136 Fort St George 28th September 1841

of the 29th May the Board agree with the Principal Collector as to the expediency of putting out these Nands to Hill people only —

Ordered that a copy of these proceedings with the Letters therein referred to be submitted to Government with reference to the endorsement by the Chief Secretary on Petitions Nos 593 of 1841 —

Ordered also that a Copy be communicated to the Principal Collector of Salem for his information and guidance in reference to his Letters of the 29th May and 19th July last —

By the Secretary to the Board of Revenue

J. Pratt Lt. George —

20

From the Pt Collr of Salem

Sir,

I have the honor to request you will bring to the recollection of the Board the subject referred to in my Letter of the 15th October and 2d November 1840 — Thevaldevanaw who Petitions for the continuation of the Nand

12137. Fort St. George 23d September 1841.

Geomeah is urgent in her solicitations and very poor.

Salem 4th Stat
Oppar Pte Coll.r Cutchery
22d June 1841.

Signed J. D. Ulug
Pte Coll.r

Ordered that the following
Letter sent in reply.

To the Principal Collector of
Salem.

20. 21

Sir,

In reply to your letter of the 22d
June received on the 4th September I am
directed to state that your communica-
tion of the 31st December last (which it
is presumed contained the further informa-
tion in the case of the Gownah belonging
to the late Ber Shaw, called for in the
Minute of Consultation of 27th November last
never has received in the Board's Office.

In Cons.n 4th Dec.r 1840

2 The Board are therefore unable
to dispose of the Petitioner's case.

Revenue Bd Office
Fort St. George
25th September 1841

Signed R. J. Porter
Sub Sec.y

TR.

12138 Fort St. George 23d September 1841

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

22

Sir,

From the Pte Coll.r of Salem
Submitting further information called for on certain points relating to the Enams and means of remuneration of the Village Officers in his District.

Pte 5th January 1840 I have the honor to forward my replies to the queries it contained.

2 The Meerah Watands and other fees formerly enjoyed by the Village Officers in the Salem District have ceased to be collected in consequence of the Villages the Ryots giving a portion of grain to the Sotties and Tandulcars but the right to which these servants are not entitled as a due demand. In the greater part of the Villages the old Enam lands are held under pottas by the Marayadars at the full Assessment from this the amount of many payment due to them is deducted & the remainder received with the Village collections in many instances the mode of Management is much against the Servants, for as no remuneration is ever made of the Enam should he be uncultivated or under such circumstances instead of receiving any payment for his labour he may be called on to pay a sum on account of these waste lands. This is a system which has obtained hitherto & is evidently improper and with the Board's p it is my intention at the ensuing settlement to cause the amount of money due to each to and the old Enam lands to be treated as other holdings.

2 Para 3. The undermentioned Abstract of the Survey in which no Tandulcars is required.

12/39

Fort St. George 23rd September 1814.

Village &c.

Peramboute	39	10	9	Pal	4	5					
Chinna Peramboute	14	9	11		2	10					
Conthimanur	6	14	2			54	10				
Total	60	2	2		7	3	1113	4	3		
							1525	2	11		

Fort St. George 23rd September 1814.

Agreeable to Letter from Collector dated 12th instant

Lands

	1814	31	13								
	132	35	12								
	44	14	13								
	1725	4	4								

12140.

Fort St. George 23rd September 1814.—

The abovementioned Villages situated on the border of the hills Pudrus Poly or Tundulkar inhabited the Mootahs were created, their Mootahdar appointed both Jumfudy 1733 this Mootah reverted to Government the people continued the Poly and Tundulkar paying them annual Remuneration they got no allowance from the Circar their services are required for the Village duties

2 Para 4

In the Ossoor Talook is the Ossoor Turuff which is comprised of only one Village of the Berij in which in Fusly 1220 was Rupees 1312-14-2 The Poly who does the duty has an allowance of Rupees 6-14-0 per Annum being only a single Village charge, it was thought that this man might perform the duties of Collections especially as it is chiefly cultivated by its own inhabitants the proposed increase of Rupees 10-4-0 was considered necessary to give him something like a fair remuneration, as his total yearly payment even with the increase would only be Rupees 15 or Rupees 1-4-0 per Mensem

In

Fort St. George 23d September 1841

Villages	Revenue of Fasly 1251 including Mattrahka	No. of Jaties	Yearly allowance	In the
1 Govindsvaar	139 15 10	"	" " "	Tengeracattah
2 Coamumbutty	321 15 10	1	1 15 6	Talaak & Turuff
3 Reddaburnpatty	62 15 2	"	" " "	as per Margin
4 Coorbarandlusw	130 15 1	"	" " "	has only one
Total	655 15 11	1	1 15 6	Joty and his

pay amounts to only Rupees 1-15-6 per annum during the time these Villages were held under Mootah the Mootahdar employed his own servants, but as the lands reverting to Government there being no funds for their subsistence they could not be kept on but the incumbent had a brother who assisted

Fort St. George 23d September 1841

assisted him in his duties, and it is believed that they received some assistance from the Village Ryots.

One Joty is insufficient, and it was intended that the allowance so solicited should be divided between the two.

2 Para 6

The insertion of 5 Jaties for the Turuff of Sogatoor in the Dharmapoory Talook is an error there are only 4 employed

The subjoined abstract shows the number of Villages and the number of servants attached thereto.

Villages

12144. Fort St. George 23rd September 1841.-

In Sogatoor there is a considera-
=ble Tank and only one Neercutty which
being insufficient for the duties the latty renders
his assistance in attendance on the Tank
as well as in making the Collections and
as the people of neighbouring Villages cultiv-
=ate under that Tank his duties are at
times hard, and it was proposed to employ a
Candahar, this appointment could very
more easily be dispensed with than any other
highly pray the present
considering the comparative incumbent to receive
and that there are 4 men to a berry of 80
Nimyah Ayacut Rupees 1340-2, 2,530- a considerable portion of which is Paniya-
20 Para 7. The 11 Tates in the Trichengode
Talook entered as doing duty in only 2 Muzras
performs the duties also of 1 Mouza & 3 Muzrahs
Villages but these, latter belonging to a Jaury
Mootah, are not shewn in these Accounts
The Villages are Takwary Koodeemeramkundy
Viragarambully

Fort St. George 23d September 1841.-

Accounts

Villages

| | | |

Fort St. George 23d September 1841.-

Varagorambully and Pellapambutty. In July 1243 the Villages of Varagorambully and Pellapambutty reverted to Government, and although the Sibendy must perform the duties of the Saury Villages their allowance is all intered in the accounts of the Aumony Village Varagorambully in which the land Enam formerly enjoyed is situated. All these men reside in the Mouzas Takwary in which is a Saury Village and the difficulty experienced in consequence induced the recommendation of a Tundelkar for the Aumony Villages. There does not however appear much necessity there are plenty of men for the duties and they ought to be made to do them or else relinquish the situation in order that another may be appointed.

2 Para 8 Vide Remarks in reply to Para 4.-

2 Para 9. There does not appear to have been any attention paid to the rule laid down in Para 35 of Mr. Ds. reporting the formation of the Accounts. They were rather framed on a consideration of the existing circumstances of the Villages giving comparatively higher pay, where

5th " There was a good deal of bearing and much trouble and labour.-

Where

Fort St. George 23d September 1841.-

2d Where there were a considerable number of Pycary ryots rendering much time and travel necessary to make the Collections.-

3d A Toty having 4 or 5 Villages to attend for the reason abovementioned.-

4th For Toties in Villages near the Hills and liable to incursions from Wild Beasts.-

5th Toties attached to Villages near the great roads having the road avenues to look after.-

6th Toties in Villages where they must also perform the duty of Neercunties.-

For reasons such as these the remuneration was fixed at a higher rate and vice versa at a lower.-

2d Para 11. The subjoined Statement exhibits the quantity of Enam land on which remission has been granted in the Alstar and Tripatoor Talooks.-

Villages

12148. Fort St. George 23d September 1841.-

In the Aktoor Villages these Enams were resumed and a fixed money payment substituted as in other Villages and this is at present enjoyed, but the lands have been left waste since Fusly 1206- In fusly 1241 other Cultivators proposed for them and they were given on the same terms of Cowle as other Putcut lands- The Merasydars have no claim on him but as it was necessary for comparison to bring all Cowle lands to accounts they were therefore entered.-

The lands in the Tripattoor Talook were held by a Coty of the Parumbully Village and originally paid a Jodjey of Rs. 12-4-. Colonel Read afterwards increased this to Rupees 28 which sum the Merasydar finding too much to pay gave up the Enam. When Moatahs were formed the Moatahdar allowed

Acres
the Coty as Enam 6-2-1 of Poonjah land from the

Fort St. George 23d September 1841.

	Enam Land Coorga and Mysore	Assessment	Deduct Cowle	Summa							
			= Summa								
			Afkhanum	Deduct remission	Bargy						
1	3	13	3	10	14	4	8	9	6	5	4
1	3	12	4	10	14	1	3	9	5	9	
	7	9	10	21	5	14	5	10	15	11	14
	15	30	0	43	1/4	11	43	5	5		
	15	30	0	43	1/4	11	43	5	5		
	23	0	0	64	3	10	3	0	54	9	

12148. Fort St. George 23d September 1841.

	Enam Land Coorga and Mysore	Assessment	Deduct Cowle	Summa							
			= Summa								
			Afkhanum	Deduct remission	Bargy						
1	3	13	3	10	14	4	8	9	6	5	4
1	3	12	4	10	14	1	3	9	5	9	
	7	9	10	21	5	14	5	10	15	11	14
	15	30	0	43	1/4	11	43	5	5		
	15	30	0	43	1/4	11	43	5	5		
	23	0	0	64	3	10	3	0	54	9	

12147. Villages Coolwant Coolwant Nanacoorachy Total 2

126 Tripattoor Cannanattu 1 Total 1

Grand Total 2 23 0 0 64 3 10 3 0 54 9

Coolwant Coolwant Nanacoorachy Total 2

126 Tripattoor Cannanattu 1 Total 1

Grand Total 2 23 0 0 64 3 10 3 0 54 9

Fort St. George 23d September 1841

the Teerwah of which he received Rupees 4-13-
as Jodigy leaving the remainder as Enam this
has been continued to the present time. There
of the ground which amounts to Acres 9-13 was left
waste but afterwards granted on Cowle to father
Ryots the remission on which was Rupees 4-9-5

As regards the enquiry contained in Para
11 I regret to not being able to reply from
not distinctly understanding the wishes of
the Board. If the scale therein mentioned refer
to that of Para 35 in Mr. Orr's letter of 26th
April 1836 it would seem that that
only was meant to apply to the Potails and
Tundulcars - the Potails & Cummums are paid
differently in the Baramahl and Balaghaut
on a per centage of the kisty varying with every
season and below the Shouls they receive an
average fixed according to that which existed
in the Village in fusly 1211 - If for instance
we take the per centage of the Baramahl and
Balaghaut Cummums & compare it with Mr. Orr's
scale

Fort St. George 23d September 1841.

scale, it will be necessary to raise the Cummums
pay in all Villages under Rupees 500 this could
not have been intended, nor is it necessary for
many, held several Villages, the minute Emolu-
=ments from which give them an adequate
subsistence -

The difference which would
exist on the adaptation of the scale above
=mentioned is as under shewn -

Scale	Pay	Present allowance	Less than scale	Greater than scale
200	6	4½	1½	
300	8	6¾	1¼	
400	10	9	1	
500	12	11¼	¾	
1000	15	22	"	7½

Thus all the small Villages would
benefit of which there are a great number
in Salem and where from the reason above
stated the remuneration does not require to be
increased -

If however I have mistaken the
intentions of the Board I shall on the
receipt of more explicite instructions on
the subject required, use my best endeavours
to

12151. Fort St. George 23d September 1841.

to forward whatever information may be required.

Salem Yellah
Aproar, Pt. Coll.r Cutcherry } Signed J. D. Gleig
22d June 1841. Pt. Coll.r

Order thereon.

22. 23

Ordered to be brought to forward at a future Meeting.

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

24

From the Pt. Coll.r of Salem }

Sir,

Referring to my letter of the 29th May last and to the recommendation contained in para 15 thereof I have the honor to inform you that the reply of the Board not having been received before the expiration of the Fusly. in order to settle as well as I do present to end the disputes on the Pullivanum Sayeram Mootah for one year to the old holders in the Salem and Mohanoor Talooks & to Chinna Saunderaiyen son of the former renter of the Mootah on the amounts offered Viz. Rupees 596-4-8.

Salem Yellah
Pt. Coll.r Cutcherry } Signed J. D. Gleig
19th July 1841 Pt. Coll.r

Order thereon

24. 25

Ordered to be sent again in circular.

12152. Fort St. George 23d September 1841.

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

26

From the Princl. Coll.r of Salem .....

Sir,

With reference to my letter of the 2nd Instant forwarding an advertisement for the sale of the Mootahs in arrears in this district, I have the honor to forward Copy of a precept received from the Southern Provincial Court, together with my return thereto for the information of the Board.

2 The Mootah is a valuable one, and the parties opposing Verummal will, I believe, allow it to come to sale Verummal having become a registered proprietor is answerable for the balances as well as the rest and as I thought the principle of prohibiting the Collection of Government arrears in consequence of disputes between the proprietors could not be recognised, I made the returns now forwarded. The division of the Mootah will take up a considerable time in preparing the Accounts, but if the Board are of opinion that the balance ought to be allowed to lie over until

that

Fort St George 23d September 1841

that takes place, I shall be glad to receive th
instructions to that effect. Veerummal is rep
and well able to advance the Amount.—

Salem Zillah.....
Office of
the Principal Collrs Cutcherry
4th August 1841.....

/ Signed / J. D. Glen
Pl Collr

A.

Extract from the Proceedings of the Sout
Provincial Court under date the 17th July 184

A No 1 of 1840.

Read Motion presented on the 3
June 1841 by Vakeel Kistna row on behalf
the Respondent, stating that the Principal Coll
has issued orders for the preparation of accou
to effect a division of the Mittah of Toosoor
view to putting her in possession of the 1/3 share
thereof awarded to her, valued at Rupees 3495 bu
that Mittah has been taken under attachment in
consequence of the Appellant having appropriated
the sum of Rupees 2300 and odd of the Collection
made by her to her own use and thus suffered
the estate to fall in arrears, and praying that order
may be issued to prevent any public sale on accou
of such arrears until the division of the estate has be
made.—

Ordered that a copy of the foregoing
motion

Fort St George 23d September 1841.

motion be transmitted to the Principal Collector of Salem
with directions not to dispose of the Petitioners —
awarded share of the land provided as herein stated
the share of the Appellant is sufficient to dis-
charge the Circars demand and provided (as
appears to be the case) the latter has caused the
arrear by making away with Collections or rents
to which she was not entitled.—

Ordered also that Extract from these
proceedings be forwarded to the Principal Collector
of Salem with Precept returnable in one Month.

/ True Extract /
/ Signed / W. Harrington
2nd Judge for Register

1. In returning this Precept to the
Court, the Principal Collector has to express
his regret that he cannot consistently with
his duty conform to the exigency thereof.—

2. The power of distraint and sale for
the realization of the Government Revenues is
accorded to the Principal Collector by Regulation,
and no authority can deprive him of this power
except that which gave it.—

3. In the present case, the Respondent
in Appeal No 1 of 1840 named Veeramael,
having been found by the Court entitled
to 1/3rd of the Mootah of Toosoor was in —
conformity

conformity to the instructions of the Court registered by the Principal Collector as a propr in that Estate she is therefore no doubt lia for the losses as well as entitled to share in its profits. She has requested a division of the property, but in the mean time, in consequ of arrears due to Government amounting ab present to about Rupees 3,690 8 8 and occasi -ed, the Respondent states, by the misappropria -tion by her coproprietor of Rupees 21,300 and odd of the Collections, the land has come under attachment and therefore she prays that order may be issued to prevent any public sale on account of such arrears until the division of the Estate has been made.—

4 In conformity to this request, the Court have directed the Principal Collector not to dispo of the Respondents share of the land provided the share of the Appellant is sufficient to discharg the Circar demand, and provided the latter has caused the arrear by making away with the Collections or Rents to which she was not entitled

5. Had this Estate been divided, the request of the Court could easily have been carried into effect, but this is a work of

some

some time— at present each of the proprietors is answerable to Government with all their property for the balance due— The Principal Collector cannot know the terms of settlement adopted one with the other among the proprietors of Estates— The rights of Government for the speedy and safe realization of their revenues cannot be affected by any litigation among proprietors to which they are no party— were the principle to be recognised that the Government demand was to be suspended until the rival claims of the Mootahdars were brought to a Settlement, its revenues would be rendered very insecure— and finally, the Respondent Veeramaul being now a registered proprietor of Toosoor, is in fact a defaulter, perfectly able, if willing to pay all demands— her proper course of proceeding, if she wants to keep her estate from sale, is to pay the public demand and come against the other proprietors for any loss she may sustain by acts of theirs—

Given under my hand and the Seal of the Principal Collector of the Zillah of Salem, at Oosoor this 28th day of July 1841—

(Signed) J. D. Gleig
P.C. Coll.r

The

12157 Fort St. George 23d September 1841

Proceedings thereon. The Board of Revenue

26. 27

are of opinion that the return to the

Court's Precept made by the Principal

Collector of Salem in the matter of the

Toosoor Moolah is proper. The entire

Estate is responsible for the arrears of

public Revenue due thereon and

should be exposed to sale accordingly

unless the arrears be paid up—

2.

If this be done and Ve

=rummaul be desirous that a Sub division

of her one third share should be made Mr

Lyleig should prepare and submit the neces

=sary Sub division Accounts as soon as practicable

Comp. P. R.

Read

12158 Fort St. George 23d September 1841.

From the Pr. Collector of Salem. Read abstract

28

Statement shewing the number of

persons charged, committed acquitted and

forwarded to the Criminal Judge and

the number of Appeals preferred and

disposed of under the provisions of

Regulation IX of 1822 & VII of 1828 during

the 1st half year.—

28. 29

Order thereon. Ordered to lie over until the

receipt of the Returns from other Districts when

a Statement of the whole be prepared and

submitted to Government.—

Read the following Statement.

Quarterly

1215g

Fort St. George 23rd September 1841.

Dr. Quarterly Salt Account Current in the Southern Division of Arcot from 1st April to 30th June 1841 Cr.

30

		£	m	m	£	m	m
To Balance of Salt on hand on the 1st July 1840					2,491	334	3
To Quantity manufactured to the end of last Quarter				152	338		
To Dr Dr in this Quarter		633	184				
					786	122	
To Dr Seized from Smugglers to the end of last Dr					294	2½	
To Dr Dr in this Quarter				2	7		
					297	1½	
Total Salt					3,278	353	4½

Errors Excepted Dr.

		£	m	m	£	m	m
By sales to the end of last Quarter.	Inland Consumption	884	27				
	Home Dr	199	82	5½	1,083	109	5½
By Dr in this Quarter	Inland Dr	143	95				
	Home Dr	57	32	7	200	127	7
By loss by measurement to the end of last Quarter					67	336	
By Dr Dr in this Quarter		26	237		94	173	
By supply to the French Government to the end of last Dr					256	112	
By loss sustained in transporting Salt to the French Government to the end of last Quarter					23	288	
					1,638	10	4½
Balance of Salt on hand					1,620	343	
Total Salt					3,278	353	4½

Signed H. H. Hallett.
Acting Collector

Quarterly

12160

Fort St. George

Dr. Quarterly Money Account Current of Sale

23rd September 1841.

from 1st April to 30th June 1841. — Lr.

		Cfr. a p	Cfr. a p
To Sales to the end of last Quarter.	Inland Consumption	92,827 1 6.	
	Home — Do. —	20,916 14 3.	1,13,743 12 9
To Do. from this Quarter	Inland — Do. —	15,039.15 —	
	Home — Do. —	5,993.10 1.	21,033. 9 1
To Recoveries from the French Government to the end of last Quarter on account of Salt supplied up to 30th June 1840		— — —	2,743 5 7.
To moiety of Charges recovered from Do. to Do. on account of Do.		— — —	1,798. 7 7.
To Recoveries from the advances for the Manufacture of Salt to the end of last Quarter		— — —	431. 4 4
To Charges Collection refunded to the end of last Quarter.		— — —	2 4 4
Total Comp.y's Rupees			1,39,752 11 4

Chellumbrum, South Arcot, Collr's Circuit Cutcherry

		Cfr. a p	Cfr. a p
By servants wages to the end of last Quarter		3,480 5 5.	
By Do. Do. in this Quarter		1,170 1 1.	4,650 6 6.
By Roofsooms and Manufacturers commuted share to the end of last Quarter		14,844 4 2.	
By Do. Do. in this Do.		336 10 3.	15,180 10 5.
By Extra Charges including saunderwares to the end of last Do.		1,384 4 5.	
By Do. Do. in this Do.		89 1 4	1,473 5 9.
By shipping charges incurred on account of Salt supplied to the French Government to the end of last Do.		— — —	4,284 15 10
By repairs of Salt Pans to the end of last Do.		87 8 4	
By Do. Do. in this Quarter		499. 5 3.	586. 13 3.
By Cash paid to the French Government as an indemnification to the Proprietors of Salt Pans for the second instalment of 1840. to the end of last Do.		— — —	7,000 — —
By advance for the manufacture of Salt in this Quarter		— — —	350 — —
			33,532 3 9.
By Net Revenue	To the end of last Quarter.	87,632 — 1.	
	In this Do.	18,588 7 2.	1,06,220 7 3.
Total Comp.y's Rupees			1,39,752 11 4

16th September 1841. E. E. Fly. (signed) C. H. Hallett.
Acting Collector.

Quarterly

12161.

Fort St. George 23rd September 1841.

Dr. Quarterly Salt account Current in the District of Cuddalore from 1st April to 30th June 1841. Cr.

	£	m	m	£	m	m
To Balance of Salt on hand on the 1st July 1840				298	340	
To Quantity manufactured to the end of last Quarter				14	370	
To Do in this Quarter			120			
To Do seized from Smugglers to the end of last Quarter					8	2
Total Salt				433	318	2

Errors Excepted. L. H.

	£	m	m	£	m	m
By sales to the end of last Quarter. Inland Consumption				14	360	
Home — Do —			113	68	2	128 282
By Do Do in this Do Inland — Do —				2	255	
Home — Do —			36	75		38 380
By loss by measurement to the end of last Quarter				21	180	
By Do Do in this — Do —				9	10	30 190
By supply to the French Government to the end of last Quarter						39 31
By loss sustained in transporting Salt to Do Do					369	
						237 148 2
By Balance of Salt on hand						196 170
Total Salt						433 318 2

(Signed) L. H. Hallett.
Acting Collector.

Quarterly

12162

Fort St. George 23rd September 1841.

Dr. Quarterly Money Account Current of Salt from 1st April to 30th June 1841. Cr.

			C.Rs. a. p.	C.Rs. a. p.
To Sales to the end of last Quarter.	Inland Consumption	504 8 -		
	Home Dr.	11,882 14 8.	13,447 6 8	
To Dr. Dr. in this Dr.	Inland Dr.	276. 15 -		
	Home Dr.	3,799. 11 -	4,076 10 -	
To recovery from the French Government to the end of last Quarter on account of Salt supplied up to 30th June 1840			838 3 9	
To recoveries from the advances for the manufacture of Salt to the end of last Quarter.			397. - -	
To Charges Collection refunded to Dr.			6 7 1	
Total Comp.y's Rupees			18,765. 12 1.	

Chellumbrum, - - - - - -
South Arcot, Collector's Cutcherry,
16th September 1841. — E. E.

			C.Rs. a. p.	C.Rs. a. p.
By servants' wages to the end of last Quarter			835. 8 8.	
By Dr. Dr. in this Dr.		276. 2 -	1,111 10 8.	
By Ryotwarree and manufacturers' share to the end of last Quarter.			972 7 4.	
By Extra charges including Sunderwarees to the end of last Quarter.			35 6 1.	
By Dr. Dr. in this Quarter		16 - -	51. 6 1.	
By advance for the manufacture of Salt in this Quarter			311 - -	
			2,440 8 1.	
By Net Revenue	To the end of last Quarter	12,845. 12.		
	In this Dr.	3,473. 8 -	16,319 4 -	
Total Comp.y's Rupees			18,765. 12 1	

E. E. [Signed] L. H. Hallett.
Acting Collector.

Ordered

12163. Fort St. George 23d. September 1841.

Order thereon.

30 - 31

Ordered to be recorded.

Read the following letter

To the Secretary to the

Board of Revenue

Fort St. George.

32

From the Coll.r of Trichinopoly 4th To Board 1st August 1828. From Sn. 7th August 1828.

Sir,

With reference to the correspondence noted in the margin, relative to the Mussulman Institution called "Codbee Durgah," I have the honor to state that 12 of the 15 persons who are entitled to share the profits remaining from the Revenues of the Institution, after defraying its expenses, have expressed a wish that the administration of its affairs should be made over to Ghouse Saheb.

I beg to recommend that their request may be complied with and that the dissident parties may be referred to the Civil Courts for the redress of any grievances they may have.

Trichinopoly Coll.rs Office, 4th September 1841.

Signed A. C. Cruder
Collr

Resolution thereon.

32 - 33

The Board authorize the arrangement suggested in the foregoing letter, in regard to the Management of the Mussulman Institution called Codbee Saheb Durgah.

12164 Fort St. George 23d. September 1841

Read the following letters

To the Secretary to the

Board of Revenue

Fort St. George

34

From the Pr. Coll.r of Madura.

Sir,

In reference to the Board's proceedings of the 7th December, transmitting Extract from a General letter of the Court of Directors under date the 15th July 1840 and Min. Con. of the 21st October of the same year, sanctioning payment of arrears of pension to amount of Rupees 4,156 to Moottava Koolaly Nachyar and her participants and directing me to report the steps I should have taken in giving effect to the orders and distribution of the Money, I have the honor to inform you I lost no time in calling upon the lady to furnish me with a Schedule of her debts which she did but from the hesitation with which it was given and other circumstances I was convinced it was fictitious. after a time 5 promissary notes were produced which after investigation

investigation. I was satisfied were similarly prepared for the purpose the Ladys' advisers having I imagine insinuated into her mind that she could not receive the money except in payment of debts. I am now of opinion she has no debts and I have accordingly therefore to forward her receipt for Rupees 2,772 viz. of Vellay auttal for 692; and that of Ungala auttal for herself and Chinnia Pillay Rupees 692 Total Rupees 4,156 as proposed in my letter of the 20th March and in reference to the former of the 10th September 1835.

Madura
6th September 1841

[Signed] T. Blackburne
Principal Coll.

Proceedings thereon
(34-35)

Under the Circumstances reported in the foregoing letter the payments and distribution of the sum of Rupees 4,156 on the respects stated are approved.

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

(36)

From the Principal Collr. of Madura

Detailing objections to proposed substitution of provisions of Act No. 10 of 1840 in force in Bengal for such parts of Regn. V of 1822 of the Madras Code as regards the adjustment of disputes for possession of land, water &c.

Sir

On the 22d. Ultimo, I had the honor to receive your letter of the 12th of the same month forwarding copy of Act No. IV of 1840 in force in Bengal, and calling for my opinion how far its provisions are applicable to this Presidency with a view to its substitution for such parts of Regulation V of 1822 of the Madras Code as professes to provide for the adjustment of disputes regarding possession of land &c. by the Magistrate, — and secondly requiring a return of summary suits decided under other provisions of the same Regulation for the last ten years, with a Memorandum of the average time elapsing between their institution and decision; and

of

Fort St. George 23d. September 1841.

of the number undecided at the end of each year.—

2 Sections XI. Act XXI. both inclusive, section XVI. and XVIII excepting Regulation V of 1822 of the Madras Code provide for the interference of the Collector and Magistrate in all such Cases and the need be for the exercise of the higher powers of the Criminal Judge.—

One section [illegible] and the general Regulations Vizt. Cap. to define the controling authority where dispute was regarding lands &c. forming a boundary between two European Jurisdictions was remedied by the Mun. Com: of the 7th May 1835. which declared such disputes Cognizable by the Zillah Court, and not under Regulation XII of 1816 by the Collector [illegible] and on similar reasoning breaches of peace &c. by the Magistrate whose seat of office was nearest to the spot in dispute

Fort St. George 23d. September 1841.

With this addition aided by Regulation III of 1831 providing against the higher degrees of riot and tumultuous assemblages, and Section VIII. XVIII. XIX and XXXII of Regulation IX of 1816 providing for punishment of different degrees and under certain restrictions and Section XI Regulation XI of 1816 empowering the Magistrate and his native police to prevent dispossession and riot I look upon the provisions of Regulation V of 1822 as admirably adapted and all sufficient for the maintenance of the peace and for protection and prompt relief to the injured and to me it appears the relief to be afforded by the Magistrate though ample as between the Governors and the governed is altogether insufficient unless aided by the powers entrusted to the Collector as between the aggrieved and the aggressor.—

3 I will proceed to shew in

juxta

Fort St. George 23d. September 1841

just a position the provision of the Bengal Act as proposed for substitution and how far its different enactments seem to me capable of being met by the Madras Regulations now in force

Bengal Act IV of 1840.

Provisions of the Madras Code by which the Bengal enactments are met.—

Section II Where fear of a dispute is certified the Magistrate must consider only possession not the right of possession.—

By Regulation V of 18 the Collector and Magistrate has authority not only to decide on the fact of possession but the right of possession where the Collector and Magistrate are always now the same person seems to a great advantage over the Bengal Act. By the Madras Code the Magistrate can administer both Law and Equity. By the Bengal Code he is restricted to enforcement of the law.

This

Fort St. George 23d. September 1841

Section III Where a Magistrate cannot make up his mind as to the actual possession he can attach.

This enactment of the Bengal Code seems in reference to a state of things that does not exist in Madras when the Collector and Magistrate are never distinct personages. Though it is difficult to conceive a case where the fact of possession by two different parties is too doubtful to be decided upon by a Magistrate still as the Bengal Code has the advantage in providing for a possibility. But where it is so entirely doubtful would it not be better as in Madras to let the Magistrate have the power of giving possession to

which

whichever Claimant he like
leaving him responsible thereafter
the Civil Courts for having
availed himself of the temporary
order of the Magistrate if it
was afterwards ruled to have
been Contrary to equity.

By the Madras Code
the Collector and Magistrate
can punish the aggressor
restore possession and 3dly
Can reimburse the sufferer
for value of produce lost
or wasted which seems to
me great advantages in favor
of the Madras Code.

By the Bengal Code
the aggressor is not liable to
punishment for his act of

Section IV Dispossession being proved the Magistrate may restore to possession "provided the Complaint have been made within one Month from the date of dispossession."

of violence and the rightful owner of a standing Crop or grain heaped on the threshing floor or of running water or water in tanks &c. &c. Can obtain no redress for his wasted Crop his consumed or wasted or produce or for the loss sustained by the diversion and obstruction of the water from his Cultivation except by the tedious course of a Civil process. Meantime his poverty may be and probably is such that he Can only provide the present means of subsistence by usurious loans and the means of again Cultivating the

the land restored to him by
the Magistrate, by means of
advances from the Government
or Further unless the Com-
plaint be made within one
month. the aggressor's successful
usurpation constitutes his title till set
aside by the Civil Courts according to
the Bengal Code and under
Section II the Magistrate is bound
to maintain in possession this
successful usurper against the
known rightful owner who has
temporarily lost his title or
because 32 days elapsed instead
of one Month in the date of
preferring his Complaint and
it may be the seat of action
was 100 Miles from the Magis-
trate's Office and the aggrieved a poor
and

and ignorant man who
could not be expected to
know that he must not
in this particular case look
for redress from the Native
village or taluk Authority
who are set over him in
almost all other matters.—
Should it be deter-
mined to adopt the Bengal
Code I would strongly advo-
cate that in substitution
for "one Month" it should
be provided that "summary
"enquiry into cases of forcible
"dispossession should be
"restricted to cases complained
"of at the time of such dispos-
"session or as soon afterwards
"as circumstances might admit"
and the Magistrate's
discretion

discretion might be limited
to Six Months.—

Section V. Where the claim is to new formed land the Magistrate may give it according to his notions of equity.—

This provision of the Bengal Code is new and particularly requires the nomination of the European Authority to have Cognizance when new formed on Zillah boundaries as for instance in newly formed Islands in the Godavery Kistna &c.—

Section VI. gives a Magistrate power to protect in a public right against a private claim.—

This is a new provision in the Bengal Code and gives distinct authority to a Magistrate to do that which I always imagined he had power to do under the general Regulations in force looking upon the public in precisely the same light as an individual.

Section VII. empowers Magistrates to punish for

By clause 5 Section XVIII Regulation IX of 1816 a Magistrate

for contravention or opposition to their orders in above Cases by simple imprisonment not exceeding 6 months or by fine not exceeding 200 Rupees Commutable to a further 6 Months imprisonment or by fine and imprisonment as above.—

Magistrate can punish to extent of his authority to extent of 15 days imprisonment or 50 Rupees fine or in case of a superior Landholder the fine may be increased to 200 Rupees. By other clauses of the above Section the Magistrate can award forfeiture undemitted fine and imprisonment and Corporal punishment, but not to be enforced till receipt of the acquiescence or modification of Foujdary Udalut under Section XIV. of the same Regulation.—

Section VIII allows of an appeal in the usual manner in all cases of a Magistrate's action.

By the Madras Code all acts of a Magistrate is are open by appeal to the Consideration of the Court of Circuit.—

Section IX. If the parties agree the Magistrate may refer

By Clause 2 Section XV. of

Fort St. George 23d. September 1841

refer the case to Arbi-
trators whose decision
es of the same power
as if passed by the
magistrate himself—

of Regulation V of 1822 as
Collectors have the powers
Village and district Moon-
siffs under Regulations V
and VII of 1816 and may
thereby refer cases to arbi-
trators on the consent of
both parties.—

Section X This act is
not to affect any legal
Seizures.—

The Madras Code
does not seem specifically to
provide this restriction

Section XI Confines the
provisions of the act
to the limits of Fort
William—

A specific similar
restriction does not seem to
be found in the Madras Code—

4 My objections to the substitution
of the Bengal act for the Regulations in
force in Madras are 1st that the former
does not provide punishment for breach
of the peace in the act of dispossession
2. that it does not allow a fair and reasonable

Fort St. George 23d. September 1841

time for preferring the Complaint 3d. that
in leaving recovery of actual losses to the
Civil Courts alone it does not afford a
sufficiently prompt justice to the aggrieved
by actual violence 4th. that it does not
name the authority by whom disputes
arising on boundaries dividing two European
jurisdictions or the Company's lands and
that of native Princes in alliance with
them are cognizable 5th the Bengal
Code seems to confine to the European all
power of entertaining such Complaints
The Madras Code Section LI Regulation
XI of 1816 gives the Magistrates and
his Native Police the authority and
without the latter bloodshed would often
occur from the distance of the European
authority

12180.

Fort St. George 23d. September 1841.

Cases filed &c. under Section II. Regulation V of 1822 for the last ten years. —

Years	Remaining unsettled at end of the preceding year.	Filed	Total	Disposed of	Remaining unsettled at close of the year in which filed	Remarks.
1	2	3	4	5	6	
1831 ——	"	2	2	1	1	
1832 ——	1	3	4	4	"	
1833 ——	"	"	"	"	"	
1834 ——	"	8	8	7	1	
1835 ——	1	16	17	17	"	
1836 ——	"	2	2	2	"	
1837 ——	"	9	9	9	"	
1838 ——	"	16	16	16	"	
1839 ——	"	23	23	23	"	
1840 ——	"	15	15	12	3	
Total	"	94	"	91	"	

Of the 91 Cases in Col^n. 5, 63 were disposed of in one Month 10 in two Months, 4 in three Months 8 in four Months 3 in five Months 1 in six Months and 2 in Eight Months. —

Under

1281. Fort St. George 23d. Septem

To Under the oth

provisions of the Reg

the Suits filed and

mined have been consid

more numerous.

Madura...

17th. September

1841

Signed J. Blackbu

Principal Co

and Magis

36. 37

Order thereon

Ordered to lie

over.

Read

J.B.

1282 Fort St. George 23d. September 1841.

Sent Govt. 5th. October 1841.

38

Proceedings

Relative to the Settlement of the Land Revenue of the District of Canara for fusly 1249.

Para 3

Read again letter from the Principal Collector of Canara dated 24th. September 1840. containing his Report on the Settlement of the Land Revenue of that District for fusly 1249.

1. The season is represented to have been favorable, upon the whole, although the low lands on the banks of Rivers in the Southern Division of the District suffered from inundation in the early part of the year; whilst the scanty of the latter Rains, partially injured the second Crop.

Para 6. 2. There was a falling off in the export of Rice, whether compared with the quantity exported in the preceding year, or with the average of the five previous years, which is satisfactorily accounted for by the very brisk demand in the preceding season. During the year prices fell considerably owing to the state of the Bombay Market which induced the

+ 6,359 lbs.

* 3,468 lbs.

Merchants

Fort St. George 23d. September 1841

Merchants to retain their grain in t
District. It is satisfactory to
to observe that the prices obtained
the Ryots in the interior of Lower Cou
in 1249 exceeded that of the preceding
year, though at the Sea ports the
=ference was slightly against them
owing it may be presumed to the stock
in the hands of the Merchants ready
to be exported
on a favorable turn
in more distant Markets. Looking to
the average of the 5 preceding years
the gain to the Ryots was very
considerable.

Para 10. 3. The Soopari Crop was
abundant, and the export of 1249 ex
=ceeded that of the preceding Fusly; whi
was also a favorable one. The fluctuation
of the European Market as regards pepper
prevents the results of any single
year from being considered as sure
indication

Fort St. George 23rd. September 1841.

indication of prosperity or the reverse;
The export of this article in 1249 fell
short of that of 1248. to the extent of Cos.
878—9—12.

Para 11. 4. The decrease in the export
of Cardamums is very trifling and the
disadvantages under which this article
lies as regards Tariff Price and rate of
duty, have been so recently the sub-
+ Bd. Proceedings dated 1st April 1841. = ject of remark, that further notice of
the depressed state of the Market is not
now called for. It is satisfactory to learn
Para 17. that the plantation of Cocoa Nut
Trees continues to increase.

5. In Para 18 the Principal
Collector has entered into an explanation
of the causes which led to the falling
off in the Manufacture of Salt. This
subject is foreign to the scope of a
Report restricted to Land Revenue
details, and any Remarks which
the Collector may have in future
occasion

Fort St. George 23d. September 1841.

occasion to make, should be incorporated in his Report on the Extra Sources of Revenue.

Para 19. 6. The result of the settlement of the Land Revenue exhibits an increase of Rupees 12,173—11—9. beyond that of the preceding year, for which two principal reasons are assigned. Viz.t. additions to Estates under engagements of progressive Increase, and additions to the assessment on Estates under enquiry.

Para 20. 7. The amount of the deduction on account of Salt pans shewn in the Statement appended to this Para should not appear in the "Settlement of the year. This item comes under the head of Established remissions exclusive of which the actual settlement should always be exhibited.

Para 22. 8. The amount fixed in 1248 to be

Fort St. George 23d. September 1841.

be realized on Estates not yet raised to the Maximum standard in 1249 was 8,776—13—9. The amount actually assessed was 8,046—6—8. leaving a deficiency of unassessed instalments amounting to Rupees 730—7—1. which is attributed to the inability of certain Estates to bear the additional assessment in consequence of the extent of waste within their respective limits.—

Para 23. 9. The simple exhibition of the amount of the stipulated instalments, whether anticipated or actually brought to account in 1249, as shewn in the Statement appended to Para 23, conveys little information without knowing the No. of Vurys, and the amount of the Sarrow Beriz. thereon in each Taluk, the Board are unable to see how far the full Beriz fixed in Fusly 1248 was actually assessed in 1249 on each Estate, or what proportion and in what number of instances a part only of the expected Revenue was assessed.

Para 24. 10. The progress of the classification of Estates in the Fusly under review is shewn in the accompanying Table.—

Description.

12187.

Fort St. George

3rd September 1841.

Description.	July 1243.				July 1249.				Increase.				Decrease.			
	No. of Wurghs	Jarroo Bariz	Settlement	Net Remission	No. of Wurghs	Jarroo Bariz	Settlement		Net Remission	No. of Wurghs	Jarroo Bariz	Settlement	No. of Wurghs	Jarroo Bariz	Settlement	
1 Paying Full Jaf-	3,285.	10,35,339	2 6.	10,35,339.	2 6.	" " "	38,320.	13,42,169.	"	1	13,42,169.	"				
									7,035.	3,06,829	13 7.	3,06,829	13 7.	"	"	"
2 Instalments-	6,636.	3,46,583.	1 3.	2,93,485.	11 9.	53,097.	5 6.	1,953.	1,35,592	9 10.	1,20,694.	11				
									14,897	14 7.	"	"	"	"	"	"
													4,683.	2,10,990	7 5.	1,72,791. " 6.
3 Under investigation-	10,269.	4,30,683.	2 3.	2,37,653.	15 10.	1,93,029	2 5.	7,110.	2,64,860.	8 7.	1,24,204.	10				
									1,40,655	10 2	"	"	"	"	"	"
													3,159	1,65,822	9 8.	1,13,449. 1 5.
4 Estates which never can yield the full Jaf.	3,259	14,957.	9 4	1,14,829	7 5.	31,728.	1 11.	4,257.	2,19,492.	12 10.	1,62,897.	10				
									56,595	" 3.	998.	69,935	3 6.	48,068.	5 2	" " " " " "
	51,449	19,62,162	15 4	16,81,308	5 6.	2,80,854	9 10	51,640	19,62,114	15 4	17,43,968.	6				
									2,12,148	9 "	8,033.	3,76,765	1 1.	3,54,898.	2 9.	7,842 3,76,813 1 1 2,86,240. 1 11

The

Fort St. George 23rd September 1848

11. The number of Estates transferred from the head of Khunty to Khuntee Wurges or Estates those previously examined and pronounced capable of paying the full assessment to that Khumbuttee in which they appear as under examination is 275. Of which course the same reasons assigned

Khuntee Wurges or Estates paying in full Sarow in 1248		
Deduct in 1249.		38,735.
Transferred to the 2nd head or paying Instalments	92	
Do the 3rd Head or under investigation	135.	
Do the 4th or never able to meet the full demand	46.	
Divided	2	
Total Deductions	273.	
Remain		38,460.
Add in 1249. Transferred according to agreement from Instalments	864	
Transferred from 3rd head having been investigated	666	
Transferred from 4th head being found able to pay	1	
Divided	37	
Total	1,568.	
Total	40,028.	
Newly cultivated from waste	11.	
	40,039.	

Fort St. George 23rd September 1848.

7th Jany. 1849 Paras. 21. 25. Sulons: 16th Do.

as those first pointed out by Mr. E. Maltby in the report on Fusly 1248.-

Para 26. 12. Mr. Blair observes that the system has proved less certain in its operation than was anticipated, yet the general result must be considered very satisfactory, the actual increase resulting from its introduction in 1243 Fusly, up to the present time amounts to Rupees 77,999 — 12 — 10. And he adds that he considers it would be unadvisable to introduce any change in the present system of classification.-

13. It must be borne in mind that one of the chief advantages anticipated from the changes introduced in 1243 was the establishment of a uniform and regular revenue, and the discontinuance of these remissions till

Proceedings 11th Jany. 1848 Para 21.

till then habitually made on the
plea of over assessment and
failure of Crops. This object how-
ever has by no means been attained, and
the Board are disposed to doubt
whether the whole amount of the
fluctuations in the returns of the
Bhuntee Estates can fairly be attri-
buted to the causes noticed by Mr.
Maltby and Mr. Blair. The thor-
and detailed investigation of the pre-
sent condition and future prospe
of these Estates required by the
Board from time to time has
never yet been fully placed bef
them, and in the 27th Para of his
report now under consideration
Mr. Blair seems to anticipate
much inconvenience from the
prosecution of it on the ground of its

its giving rise to doubts of the per-
manency of the arrangements now
in progress. In this apprehension the Board
cannot concur. The plan of transferring
Estates fully able to pay the usual as-
sessment from the head of
Bhuntee to that of "under investigation",
not from any change in their productive
powers but merely from the population
being too scanty to cultivate to the
same extent as before, must and has
led to very erroneous ideas of the in-
efficacy of the measures adopted
by the local Officers. It would
be far preferable to class such
lands under a distinct head alto-
gether as Bhuntee Estates unoccupied
from want of Cultivators. The
remaining Estates should
then be discriminated ac-
cording to the place they occupy

in

Paras 17-18.

in the several clapes hitherto in use pointed out in the Board's Proceeding of the 1st April last. And as this arrangement would not interfere in any degree with the management at present employed in each particular case, but is simply a matter of account, it does not appear how it could shake the confidence of the proprietors, or why it should of necessity be made known to them at all.

14.

Para 17.

With reference to Mr. Blair's observations in his report on the Settlement of 1247 and to the little experience he has subsequently had time to acquire, the Board are desirous to be made acquainted with the more matured opinion which he may form on further enquiry. The existence of proprietary rights in the land or

the ready sale of Estates in consequence prove that the assessment in Canara is lighter than in most other parts of India. The principal object of the present investigation is to correct inequalities and to place the demand on an equal footing in the different Estates, so that the revenue shall be free from fluctuation, and from the necessity for remissions.

15.

To secure this end, two subjects of enquiry are suggested by the perusal of the correspondence that has already taken place. 1st. the equalization of the assessment fixed by Mr. Harris under the

Proceedings 1243	Paras	14.	21.
" 1245	"	7.	14.
Collector's Report 1246	"	17.	18.
Proceedings "	"	7.	13.
Collector's Report 1247	"	17.	20.
Proceedings "	"	9.	18.
Collector's Report 1248	"	21.	25.
Proceedings "	"	16.	17.

the name of Tarom, reducing it where too high, and raising it where too low, and 2nd. the determination of the boundaries of the different Estates or Wurgs. which have been last through the enterminture of uncultivated with occupied lands, through encroachments made upon the waste, the lands so absorbed being distinguished under the denomination of Kodumbt.-

16. The results of the measures adopted for the attainment of the first of these objects, have never, as already observed, been fully placed before the Board, and the arrangements hitherto attempted would appear / in Mr. Blair's own words. / to have been "somewhat too hastily adopted, and in many instances require to be modified." yet the favorable terms allowed to the Thurtee Estates, so far exceeding those contained in the Cowlenamahs of other Districts, ought to have ensured more complete success.-

From Coll.r 11th Jany. 1839 Inclos. 2d in Jr. Para 15.-

(Proceedings 5th Novr. 1836. Para 28.)

17. The detailed account of the settlement of the principal Cultivator in the Village of Savanaloor taken from the Mahratta accounts, shews the nature of the arrangements now in progress. Kodeecondah Deva Gowda was assessed by the Commissioner.-

x Enclosure A.

Colonel

Fort St. George 23d September 1841.

(Colonel Munro) in Fusly 1208 at 77 Pags 4 as 4. From Fusly 1209

Fusly 1212 he paid	68	7
" 1213	69	7
" 1214 — 1225	70	2
Average of 17 Years	69	8 5.
" 1226 — 1227	71	"
" 1228	70	"
1229 Jarow fixed by Mr. Harris & paid till.		
1234	69	5
1235	69	"
In 1236 a remission of half was given for loss of agricultural stock by Murrain leaving	34	5
After which it fluctuated from 45 to 54 Pags till the revised settlement in 1245 which confirmed the Jarow Beriz of	69	8
But only imposed in that year	55	"
And allowed 10 years for the gradual imposition of the difference by annual instalments of	1	4

Fort St. George 23d September 1841.

Thus an Estate consisting for the most part of Mool or Meeras land after paying on an average about 70 Pagodas Annually for 28 Years, has been held on a favorable tenure for the last 13 years and has yet 6 more to run.

18. The investigation of the 2d subject of enquiry, or lands improperly appropriated and existing only in the accounts seems to have been entirely lost sight of, tho the detection and exposure of such frauds, is even of greater importance than the arrangement of the assessment. In the Settlement of 1245 Fusly. the amount of Kistwaht on lands is entered at Rupees 33,207 — 15 — 1. which sum was written off "there being no lands forthcoming." In the settlement of the year under review there is a corresponding remission of 44,436. "the Beriz of lands anciently waste" while that on the lands "recently waste" is

Statement E. of 1245. Col. 154.

Statement E. of 1249. Col. 157.

See also Statement F. 634 where the same amount is shewn, minus the Coorg lands.

is 9,623 — 9 — 7. making together 54,059. while by a reference to the general Statement at Para 10. the deduction on account of Estates in the 4th. class which can never pay the full tax is 56,595 — 0 — 3. No particulars of this remission are stated, and the Board desire to know whether any, and if so how much of this deduction arises from lands that are not forthcoming, or in other words that have been fraudulently included in other Estates. Mr. Blair will further be good enough to state the means he has adopted to detect these appropriations, and whether they have been found adequate to the subject. The Board here remark that whilst in the State-ment F. for Fasly 1245 the details of Cols. 161 are previously exhibited in Col. 159 and 160. no such details are exhibited in the corresponding Statement for 1249. Col. 167. simply exhibiting the

the total Bariz on lands anciently waste, without showing the portion for which time is allowed." The details exhibited in the Statement for 1245. are important and should be shewn in all future accounts.

19. It is desirable as a gene-ral rule that no alteration should be made in established forms of ac-count, but that when any is consider-ed necessary, the same should be specially noticed.—

20. Owing to the absence of the usual Collection under the head of Ameendevi Coir which amounted in the previous year to Rupees 14,364-" — 2, it will be seen that there is a small Net decrease of Rupees 142 — " — i. in Fasly 1249. below the Revenue de-rived from all sources compared with the same results in 1246.

This

Fort St. George 23rd September 1841.

21. This Statement is extremely satisfactory, for although there is a deficiency of nearly 90,000 Rupees under the Heads of Sea Customs, Tobacco Monopoly and Ameen Divy Cairy, nevertheless, owing to large accessions of Revenue in other branches, particularly under those of Salt, Land Customs, and Abkarry, the Net deficit is insignificant and would not have existed at all, had it not been for the cause assigned above.

	Rupees	A.	P.
Sea Customs	64,875	3	1.
Tobacco	9,725	1	10.
Ameendevi Coir	14,364	0	2.
	88,964	5	1.

22. The Collections of current Land Revenue amounted to Rupees 18,05,217—8—7. within the Fusly, and a further sum of Rupees 10,557—13—4. has been since collected, leaving a balance of Rupees 4,669—7—1.

23. The Arrears of Land Revenue due

Fort St. George 23rd September 1841.

due on account of former years at the commencement of Fusly 1249. amounted to Rupees 22,999—11—1. of which the following sums were realised in the last mentioned year.

	Rs.	A.	P.
On account of Fusly 1248	17,491	11	8.
Previous Fusles	1,194	7	6.
Total	18,686	3	2.

The Board recommend that

24. the sanction of Government be granted for writing off the sums noted in the Margin, being reported to be "totally irrecoverable owing to the poverty and the distressed condition of the Defaulters."—

	Rupees	A.	P.
Fusly 1246	41	15	9.
" 1247	106	15	1.
" 1248	439	5	2.
	588	4	0

See Paras. 36. 37. & 38.—

25. In these Paras the Principal Collector

12202. Fort St. George 23rd. September 1841.

Collector states his opinion on the subject of relieving the Cultivators of Coneri from assessment on waste land on the Road sides in Hilly and Jungly tracts of Country. As he is favorably disposed to it, and the clearing the Jungle along the newly constructed Road, to Sirsy through the Soonda Salook is represented as very desirable, the Board will not object to the Principal Collector giving effect to the measure in that Salook in the first instance, restricting the remission to a period of seven years on each spot of ground cleared for the purposes of Cultivation.

The Principal Collector will

12203. Fort St. George 23rd. September 1841.

will report the extent of Land annually taken up on these terms.-

Para 40. 41. 26. The Board notice with satisfaction the testimony borne by the Principal Collector to the public merits of his subordinates.-

Ordered that a copy of the foregoing Extract from the Board's Proceedings be submitted to Government, and a transcript of the same be forwarded to the Principal Collector of Canara for his information and guidance.

Ryotwar

12204 Fort St. George 23rd September 1841.

A. Ryotwar Settlement account of the Village of Sownaloo in Yadoor Mahganum of the Buntwal Taluk in the Zillah of Canara.

No. 1. Codeecondah dasoo Condah.

Former Sist.

		B Pago. F. A.
Sircar	26 9 .	
Enam	8 5 .	
		35 4 .

Shamilat

By the Ranny	4 1 3	
By Bahder	33 6 6	
By Teepoo	3 2 13	
		41 - 6
By the Company's Government	2 5 14	
		41 6 4
		77 - 4

Collections

In Fusly 1209	68 7 2	
1210	68 7 1	
1211	68 7 2	
1212	68 7 2	
1213	69 7 2	
From Fusly 1214 to Fusly 1225 @ 70 2 2. is	842 5 8.	
Total	1,187 1 1.	
Average of 17 years is		69 8 5

Collections.

12205 Fort St. George 23rd September 1841

Collections in fusly 1226		71	
1227		71	
1228		70	
Tarow fixed by Mr. Harris in fusly 1229 as per 17 years average		69	8 5
Collections of fusly 1230		69	8 5
1231		69	8 5
1232		69	8 5
1233		69	8 5
1234		69	8 5
In fusly 1235 as per Tarow	69 8 5		
Deduct Remission allowed by the Tahsildar	" 5 "		
Do Do Hoozoor	" 3 5		
Net Settlement		69	

In fusly 1236 as per Tarow		69	8 5
Last years Jummabundy		69	" "
Deduct Remission allowed by the Hoozoor on account of loss of the Cattle		34	5 "
Net Settlement			34 5 "

Fusly 1237

Last Jummabundy		34	5 "
Increase effected by the Ammil		10	5 "
			45 " "

Fusly 1238

Last years Jummabundy		45	" "
Increase effected by the Tahsildar		2	5 "
			47 5 "

Fusly 1239

Last years Jummabundy		47	5 "
Increase effected by the Hoozoor		2	5
			50 " "

Fusly

12200.

Fort St. George 23rd. September 1841.

Fusly 1240.

Last year's Summabundy			50 " "	
Increase effected by the Tahsildar			2 " "	
			52 " "	
Deduct Remission allowed by the Moozoor			9 " "	
	Net Settlement			43 " "

Fusly 1241.

Last year's Summabundy			43 " "	
Increase			7 " "	
				50 " "

Fusly 1242.

Last year's Summabundy			50 " "	
Increase			1 " "	
				51 " "

Fusly 1243.

Revaz Mootavaly			78 5 12	
Aauzer Mootavaly			72 9 7	
Average Collections			69 8 5	
Highest year Collections in Fusly 1235			69 " "	
Jarow Baiz			69 8 5	
Last year's Summabundy			51 " "	
Increase effected by the Tahsildar			7 3 9	
	Total		58 3 9	
Deduct remission allowed by the Moozoor account of Nadar			4 3 9	
	Net Settlement			54 " "

Order to the Tahsildar for Examination.

Fusly 1244.

Jarow Baiz			69 8 5	
Revaz Mootavaly			77 3 6	
Deduct.				
Former waste 4½ Moodah of Batah land		1 1 4		
Present Waste.				
Mazul	" 6 9			
Batah	1 4 6	2 " 15		
		3 2 3		
		3 3 7		
Fusel Commi		" 3 12		
Fusel Sorcasam			6 9 6	
			70 11 "	
Remain Aauzer Mootavaly			5 1 11	
Add Jamee Increase			75 5 11	
	Total		54 " "	
Last year's Summabundy			" 5 1	
	Increase			54 5 1

Order

12207. Fort St George 23rd September 1841

Order for Examination.

Fusly 1245

Tarow Beriz	69	8	5
Rewas Mootavaly	77	3	6.
Hauzer Mootavaly	75	5	11.
Average Collections	69	8	5.
Highest Collections	71	.	.
Last Summabundy	54	5	1.
Increase in this year	.	5	.
Total			55 . 1.

It has been agreed that the Remainder be paid in 10 years.

Fusly 1246.

Last Summabundy	55	.	1	
Add increase in this year as agreed upon	1	4	12	
				56 4 13

Fusly 1247.

Last Year	56	4	13	
Add increase in this year as agreed upon	1	4	12	
				57 9 9.

Fusly 1248.

Last year	57	9	9.	
Add increase in this year as agreed upon	1	4	12	
				59 4 5.

Fusly 1249

Last Summabundy	59	4	5.	
Add increase in this year as agreed upon	1	4	12.	
				60 9 1.

Read the following letter.

To

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

39

From the Coll.r of Madras.

Sir,

I have the honor to acknowledge the receipt of an Extract from the Proceedings of the Board of Revenue dated 2nd Instant calling for the information required by the orders of Government furnished with it, relating to certain lands at the Adyar. a complete report on the subject could be submitted immediately; but, to prevent the chance of its being deficient in any respect, it is desirable that I should have an opportunity of referring previously to the plans submitted

submitted by the Military Board, with their Letter to Government under date the 9th. August ult. last, I therefore request that either the original plans or Copies of them may be procured for my inspection.

Madras, 9th. September 1841.

I have &c.
(Signed) A. Robertson.
Collector.

Ordered that the following letter be sent in reply.

To. The Acting Collector of Madras.

39. 40

To the Actg. Coll.r of Madras.
In Cons. 23d. Sept.r 1841.

Sir

With reference to Mr. Robertson's letter of the 9th. Instant, I am directed by the Board of

12210 Fort St. George 23rd September 1841.

No. 172. From Govt. 17th Augt. & Inclos. 2nd September 1841.

of Revenue to forward for your inspection the accompanying original Plan, submitted by the Military Board to Government with their letter of the 9th August last, which you are requested to return with the report called for in the Board's Proceedings of the 2nd Instant.-

Revenue Board Office,
Fort St. George,
23rd September, 1841.

[Signed] P. B. Smollett
Secretary.

Read the following letter

To

12211 Fort St. George 23d September 1841.

Read the following letter.

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

41 From the Collr. of Madras.

Sir, In submitting the accompanying copy of a correspondence with the acting chief Magistrate

To the acting chief magistrate and superintendent of Police 18th Septr. 1841.
To Do. 20th Do.
From Do. 20th Do.

and superintendent of Police, I have the honor to report, for the information of the Board of Revenue, that the Batavia and Putta arrack shop-keepers in their Petition transmitted in my letter of the 18th instant, state that it has been always customary with them to take up from 1 to 4 shops each, and to place them in charge of their servants, but that a few days ago the Police Peons seized and took several of them to the Police office, where some were fined and a few, who could not pay the fine, were sentenced to work on the public roads

roads, for allowing their shops to be managed by their servants, and for constructing a shed at the entrance of their respective shops, as well as for keeping one or two windows open, whilst the like restrictions are not imposed on those holding licenses for the sale of European spirits. The petitioners further represent that the proceedings at the Police Office, have induced many of them to shut up their shops, and observe that they are, in consequence, entitled to claim compensation from Government.

2. The Toddy shopkeepers in the separate petition presented by them, state their grievances which are of a similar nature, and add that 30 of them were fined by the Police Office.

3. In my letter to the acting chief magistrate and superintendent of Police of the 18th. I expressed a hope that he might be induced to reconsider his decision with a view to its revision, so as to prevent a serious loss of revenue. It will be seen that I observed that "if the petitioners' fault be that they did not obtain "leave" from this Office under Section 10. of Police Regulation No. 4 to allow the sales to be conducted by their servants, perhaps he would not now refuse it." and this only "from the peculiar manner in which the arrack and Toddy shops are settled within the Madras collectorate," which was considered a sufficient reason for Government, on more occasions than one, to authorize certain alterations in the rules laid

down

down in that Regulation, to be so made for the convenience of the dealers and the protection of the revenue.

In my letter of yesterday's date I stated that the whole of the Arrack shops at Madras were shut up, and that it would rest with superior authority, to whom a reference might eventually become requisite, to determine as whether payment of the revenue withheld since saturday the 18.th inst. exceeding Rupees 700 per diem. could legally be enforced, adding that a further petition from the arrack Shopkeepers was presented to me repeating the grounds of their previous complaint and "claiming compensation equal to their anticipated profit for the unexpired portion of the present lease."

5.

But in his reply of the 20.th Instant, the acting chief magistrate

Magistrate and Superintendent of Police merely states that "as the fines which were imposed on the arrack and Toddy Shopkeepers at the Police office for a breach of clause 10 of Regulation No 4. were inflicted by the sitting magistrates, it is not in (his) power to remit them" and that "so long as the present Regulation remains in force, the Police Department has no choice left but to act up to the spirit and intent of that Regulation."

6.

Beg leave now to observe that besides the arrack shops within the Supreme Court limits, the Toddy shops have also been closed this day. The aggregate amount payable by them and now withheld is Rupees 1,209-13-1- per diem.

within the Supreme Court limits	Rs.	
Cutta arrack Shops	309-29-	
Batavia D.o D.o	410-10-8	
	719-13-5.	
Toddy D.o	489-15-8.	
	1209-13-1.	

7.

With reference to the observation in my letter to the Police office under date the 19.th instant that

that alterations were formerly made under the sanction of Government in the rules laid down in Police Regulation No. 4. it is sufficient for me to solicit the Board's attention to the correspondence enterd in the margin from which it will be seen that in 1831. the fees payable by the Arrack Shopkeepers under that Regulation were at the suggestion of the collector of Madras authorized by Government to be relinquished, and that the forms of license were, on his recommendation, so modified as to meet the object he had in view. In fact, the enclosure in the letter to this office of date the 15th September shews that it was the opinion of the

To Board 2d July 1831.
From Do. 23d Do.
To Do. 8th aug.
From Do. 15th Sept.
To Do. 26th Do.
From Do. 27th Oct.
To Do. 7th Nov.
From Do. 1st Dec.

the then Acting Superintendent of Police that a considerable portion of the Regulation in question was a dead letter, as he observed that he "must confess it (was) "true that there (were) many facts in the "Police Regulation No. 4 which (were) not "(then) in force" "by the repeated modifications "which have been made for the purpose of "protecting or increasing the revenue". It was with this representation before Government that a further modification by the proposed alteration in the forms of license, which the Collector considered requisite, was sanctioned by that authority in 1831.

From Board 1st Dec. 1831.

8. On the present occasion the very section of the Regulation which I quoted in my letter of the 18th appears to be the one under which the fines complained of by the Petitioners were levied at

at the Police office; but the Board will observe from the rule therein contained, which is entered in the margin, that the management of shops can be entrusted to strangers or servants only on "leave" being obtained from the Superintendent of Police." This is an important fact, and I urged it accordingly upon his notice; but the Acting Chief Magistrate and Superintendent of Police thinks that "the Police Department has no choice left but to act up to the spirit and intent of that Regulation." I therefore submit that such orders may be communicated

† See 10 of Police Regulation No. 4.

"All licensed tavern keepers and punch house keepers and keepers of arrack and Toddy shops, respectively, shall constantly give attendance where the business is carried on, to preserve order and regularity, and shall not on any account leave the management of the house or shop to strangers or servants, nor employ any person to act for them until leave is obtained from the Superintendent of Police."

to that Officer as may induce him to remit the fines which he yet continues to levy, and to grant "leave" for the sales being conducted by the shopkeepers themselves or by their servants in consequence of several of them being in possession of from 1 to 4 shops each, for the protection of the Abkarry Revenues of this Collectorate.

On the question of the legality or otherwise of enforcing the Revenue for the days that the shops may continue shut, I shall have to address you again at a future date.

I have &c.

Madras 21st September 1841.

(Signed) J. A. Huddleston
Acting Collector

To

X Note.
Some of the Toddy Shop keepers who have just appeared at the Cutcherry stated that one of them who allowed a servant of his to sell Toddy yesterday was taken to the Police Office and fined this day.

Fort St. George 23d. September 1841.

A

To The Acting Chief Magistrate
and Superintendent of Police

Sir,

I have the honor to enclose two original Petitions from the Arrack and Toddy Shop Keepers respectively, complaining of fines imposed upon them at the Police Office and of an Order given by it, requiring the Petitioners themselves to conduct the sales instead of their servants according to long established usage. The case appears to be so fully and satisfactorily explained by them that I hope it may induce you to reconsider your decision with a view to its revision, as otherwise I apprehend that the abkary revenues of Madras will be most materially affected, inasmuch as several of the Petitioners will in consequence relinquish their shops to the detriment of the interests of Government. If their fault be that they did not obtain "leave" from your Office under Section 10 of Police Regulation No. 4. to allow the sales to be conducted by the servants

Fort St. George 23d. September 1841.

servants, perhaps you will not now refuse it, but their past omission which may be ascribed wholly to their ignorance of the provisions of the Police Regulation will, I trust, be overlooked particularly from the peculiar manner in which the Arrack and Toddy Shops are settled within the Madras Collectorate, which was considered a sufficient reason for Government on more occasions than one, to authorize certain alterations in the rules laid down in that Regulation to be made for the convenience of the Dealers and the protection of the revenue.

Madras 18th September 1841.

(Signed) J. A. Huddleston
Acting Collector

To The Acting Chief Magistrate
and Superintendent of Police

Sir,

After dispatching my letter to you under date the 18th Instant, it was represented to me that the whole of the Arrack Shops at Madras were shut up in consequence of the recent proceedings at the Police Office against

against the holders of several of them. The loss of revenue thereby occasioned to Government esceeds Rupees 700 per diem. It will rest with superior authority, to whom a reference may eventually become requisite, to determine whether payment of the revenue withheld since Saturday last can legally be enforced. In the mean time, to prevent any actual loss, I have the honor to request that you will be good enough to afford the parties speedy redress, as I have just received a further Petition from the Arrack Shopkeepers repeating the grounds upon which they were induced to relinquish their sales, and claiming compensation equal to their anticipated profit for the unexpired portion of the present lease.

Madras
20th September 1841.

(signed) J. A. Huddleston
Acting Collector

To The Acting Collector of
Madras

Sir

With reference to your letters of the 18th Instant and of this date, I have the honor

honor to inform you that as the fines which were imposed on the Arrack and Toddy Shopkeepers at the Police Office for a Breach of Clause 10 of Police Regulation No. 4. were inflicted by the Sitting Magistrates, it is not in my power to remit them.

I am unable to say whether the Revenue which has been withheld since Saturday last can legally be enforced or not, but so long as the present Regulation remains in force, the Police Department has no choice left but to act up to the spirit and intent of that Regulation, and not one of the Arrack or Toddy Shopkeepers who appeared before me pleaded even ignorance of it, and I presume they were made acquainted with the provisions of it when the Li- cense was granted at the Office of the Collectors.

I have the honor to return the Petitions which accompanied your letter of the 18th Instant.

Madras,
Gen. Police Office,
20th September 1841.

(signed) J. H. Bell.
off. Chief Magistrate and Supt. of Police

Ordered

Ordered that the following address be submitted in consequence.-

To the Acting Chief Secretary

(41-42)

To the Actg Chief Secty to Government

Sir, to Government.

Submitting a letter from the Acting Collector of Madras having reference to an interruption that has taken place in the sale of Spirituous liquor throughout the limits of the Supreme Court's jurisdiction in consequence of some Proceedings in the Police Dept. with the Board's suggestions on the subject.

21st inst. Cons. 23 Sept 1841

I am directed by the Board of Revenue to request you will lay before Government for orders the accompanying letter from Mr. Hudleston Acting Collector of Madras with its enclosures having reference to an interruption that has taken place to the sales of spirituous liquor throughout the limits of the Supreme Court jurisdiction in consequence of some proceedings in the Police department.

2. The Board gather from these Communications that the Acting Superintendent of Police has judged it necessary to enforce

enforce strictly certain Provisions of Police Regulations applicable to the keepers of Arrack and Toddy shops. This has been done without previous notice and arrangement and as the enactment has for many years not been rigidly acted upon and as besides the System under which Licenses had hitherto been granted is in many respects virtually at variance with its provisions, the Dealers have become liable to fine and imprisonment.

The consequence has been a suspension of all sales, great loss of Revenue and much public inconvenience.

3. For the present the Board direct me to suggest that an intimation be made from Government to the Superintendent of Police to stay further Proceedings until some understanding and arrangement can be effected with his Department and that of the Collector of Madras. If it be judged necessary to enforce the Police Regulation strictly, an alteration in the forms of the licenses of the Arrack Venders must be made to enable them to escape the Penalties of that law; and at all events it seems hardly proper that

that an enactment which for a long course of years has been permitted to remain in abeyance should suddenly be revived without notice to the departments immediately affected thereby.

It is not doubted that some arrangement may be easily effected which will give every security to the Police so far as regards the maintenance of the public Peace and satisfaction to the Arrack Renters if the present proceedings against the Shop keeper be stayed as above suggested.

Revenue Board Office,
Fort St George,
23d September 1841

(Signed) P. B. Smollett
Secretary

43

From Mr P. B. Smollett
Secretary to the Board
of Revenue

Read Letter requesting
leave of absence for 15 days from the 28th
Instant.

Instant to proceed to Pangalore on
private affairs under the provisions
of Section XI of the Absentee
Rules.

43-44

Order thereon.

Ordered to be sent to the Civil Auditor with the following Remark.

"Submitted for the favourable consideration of Government through the Civil Auditor with reference to the resolution of Government dated 30th November published in the Fort St George Gazette under date.

date the 1st December last

45

From the Acting Sub Treasurer } Read Bills for certain Articles purchased and forwarded to the Collector of Malabar as presents to the Sultan of the Maldivis as per order of Government dated 24th August 1841-

45-46

Proceedings thereon

For Fort St. George Gazette 8th June 1841 Page 456-

The orders of Government dated 1st June 1841 authorize the Board to pass ordinary and usual contingent charges- The Bill forwarded by the Acting Sub Treasurer being for certain Articles which do not come under that head, the Board do not consider themselves at liberty to pass it for payment

ORIGINAL DESTROYED

Ordered that copy of these Proceedings be furnished to the Acting Sub Treasurer and that the Bill transmitted by him be returned

47

From the Collector of Vizagapatam- Read Register of Petitions bearing the Board's endorsements presented to him in the month of August last

47-48

Order thereon- Ordered to be lodged-

ORIGINAL DESTROYED

Resolved that the following letter be dispatched together with the Petition therein referred to-

To the Acting Collector in the Southern Division of Arcot

Sir

49

To the Ag. Collr of South Arcot -

Referring to the Endorsement of the