AD977

Fort St George 28th April 1856

Thus the position of the Board that the Assessments in the Southern Talooks are too heavy and ought to be reduced, seems to be made out as conclusively and with as much exactness as it could be without a larger body of statistical facts: and thus admitting the necessity of a reduction, the Right Honorable the Governor in Council regrets that he is unable on the information before him to accede at once to the Board's proposal to that end This refusal is rendered necessary by the almost entire absence of any thing of the nature of statistical information both as to the exact bearing of the present Assessments and to the financial effect of the changes proposed of this there is scarcely any and indeed it must be remarked that the subject comes before Government in rather a curious way. The Collector in obedience to a call from the Board forwarded † for their previous approval the blank forms of the Statements which he intended to submit in reporting on the reduction to be made in the Assessments: and at the same time he asked permission to make an immediate reduction on a limited extent of the most highly assessed lands

† April 11th 1855 paras 4 & 6

lands both Poonjah and Nunjah. The Board gave no reply as to the forms proposed, and did not wait for the information intended to be supplied, but after detaining the Collectors Report for some months have sent it up to Government with a general proposition for reduction, though without the detailed information absolutely necessary to enable Government to entertain a proposal of that nature.—

8 But though thus compelled to decline compliance with the present recommendation the Right Honorable the Governor in Council is anxious to have before him at an early date one of a more definite character and better supported by facts, and he will now proceed to state the particulars of information which should be supplied. The first requisite is to obtain as accurate an idea as can be conveyed by figures in a convenient compass of the present condition of the Assessments of their effect in keeping land waste especially the superior lands and of the general financial result of such changes as may be proposed or thought of and for this purpose

purpose a Statement somewhat similar to that proposed by the Collector in enclosure No 2 of his letter of the 15th April, will be suitable. The Government are of opinion however that it may be much more simple, it does not seem necessary to give the particulars of "Fyaul" "Average" and "Mifsal" and as the Board justly remark it is not required to shew the waste in such minute division and not only is this not necessary but the Government are persuaded that in point of fact it would not be done, the Form would be filled up indeed, but to do it really and bonâ fide would involve enormous labour, even if the necessary accounts for so many years past were in every case forthcoming which is highly unlikely and instead of incurring this labour the Curnums would fill up the Forms in great part arbitrarily.

9 Two forms have now been prepared which, as it seems to Government will answer the object in view. These forms marked 1 and 2 for Poonjah and Nunjah respectively are designed to shew on the land classed according to the rates of assessment with the cultivation and waste

waste in each such class. Statements in these forms should be submitted for each of the twelve Talooks excluding the Balaghaut, and also for each of the three Divisions. Southern. Middle and Northern. In doing this it will apparently be necessary to divide the Trichengode Talook, and perhaps it would be better also to divide the Talook Statement in the same way. For the Balaghaut Talooks. Statements should be submitted having the same columns and headings, but showing the actual classification for the two small denominations of land referred to in para 61 of the Boards Proceedings, viz Nunjah cultivation under wells and Poonjah Bagayet Statements similar in form to those for Nunjah should be submitted but they may be for the whole twelve Talook in one and not for each Talook separately. A number of copies of these forms will be printed for transmission to the Collector both in English and Tamil sufficient both for the office copies and for despatch.

10 Statements in these forms will supply it is believed all the information required in forming a judgment

of reduction and its proper measure The Government hope to receive them at no distant date with the recommendations of the Collector and the opinion of the Board of Revenue and if due expedition be used there seems no reason why the final decision of Government should not be passed soon enough to allow of the measures resolved on being brought into operation in fusly 1266. If the Collector should find it convenient to submit the statement for the Poonjah land separately, before he is ready with a plan for the Nunjah the Government will not object to that course Should Mr. Brett find it necessary to engage some little extra help in preparing the Statements, the Governor in Council authorizes his doing so, trusting to him to confine the expenditure within the limits of what is really necessary The rates of Assessment in Rauzepoor Talook being so much higher than elsewhere the Government wish the Collector in submitting the Statements to explain generally whether there are any circumstances in that Talook to explain and neutralize this difference.

11 The Government now proceed to make a few remarks on the proposals of

the Board as stated in their present proceedings, as a guide to them and to the Collector in submitting the future plan - The Board /Para 17/ think it inexpedient to attempt to classify the land; not perceiving any advantage that would result from it, now that the lands have been already assessed and pending a regular survey. The Government observe that in their opinion the opportunity of modifying the Assessment may very beneficially be taken advantage of to introduce classification in the assessments In their consultation of the 20th December 1855, Extract of which had not reached the Board when their present Proceedings were drafted the advantages of classification were briefly dwelt on /Para 12/ as facilitating the dealing with large numbers and to this it may also be added that it greatly tends to check fraud It is no doubt true that fraud can be and is committed by transferring land from one class to another, but this is certainly much more difficult and more exposed to detection than simply to alter the assessment when it stands by itself without other corroboration or check

its obvious advantages has been adopted in all Districts, it is believed where there has been any regular registration of the land except Salem and as it may now be so easily introduced there the Governor in Council is decidedly of opinion that it ought to be If indeed the General survey were likely to take effect immediately, that might be a proper reason for dispensing with the change at present. But a survey of so extensive a country as the Madras Presidency must be a work of time, and as those Districts will fitly be postponed to the last where the revenue arrangements are already based on a survey though an imperfect one it can hardly be expected that the new survey should reach the Salem District in less than fifteen or twenty years from the present time :-

12 In paras 46 and 47 the Board advocate reduction on the waste to a greater extent than on land in cultivation on the ground that the mere fact proves the former to be the worst on this it may be observed that even if all the land at each rate of Assessment were in every respect equally eligible and valuable still inasmuch as

as, on the Board's own argument, the extent of cultivation is limited by the pressure of the Assessment there must be some waste This consideration may serve to show that admitting that there is some difference to determine the choice against the land left waste still that difference need not necessarily be great Any favour, therefore shewn to the waste as such in the reduction, must be carefully measured: otherwise it would have the injurious effect of throwing the usual cultivation into waste In considering the Salem garden lands the Government decided to reduce on cultivation and waste alike* they will not here pronounce any decided opinion on the question as regards the other lands but they would wish both the Collector and the Board to give the subject careful consideration in a practical aspect, and state their views upon it in submitting the further information and report above called for

* Ex Mins Cons: Dec: 20: 1855 P10

13 Another point to be noticed is that the Board in the plan now before Government

Government propose no reduction on Poonjah land now paying less than 1 Rupee 5 Annas 4 Pice an acre or only just so much as would bring it down to one Rupee But the Government must observe that the arguments brought forward in the earlier parts of the Board's Proceedings support the necessity of a reduction on the lowly assessed lands as well as on the more highly assessed and in the opinion of the Government it should be given on the latter also, though not at the same rate.—

14 In paras 50 and 51, the Board describe the mode in which they would wish the Collector to deal with the Poonjah land most highly assessed as well as with the land in the Taloks not in the Southern Division and in paras 55, 57 and 58, they state how they would wish him to deal with the highly assessed Punjah The course proposed is to take each case on its own merits reducing on each field so as to bring the Assessment to a point at which the land may be occupied with advantage on this the Government would observe that it is to be feared that such a course would involve so much detailed work by the

the Collector himself that it must occupy a great deal of time and consequently could not take effect without considerable delay. And further it must not be overlooked that operations involving so much of arbitrary decision that is decision based on opinion only and not on rigid fact must necessarily, in spite of every effort on the part of the Collector afford wide opportunity for intrigue and exaction to his subordinates. For this reason among others it seems for better to proceed by classes rather than by individual cases and with reference to the Board's remark in para 53 the Governor in Council would observe that although there may have been defects in the original information of the Assessments yet it appears the best course in modifying those assessments to take them as they are as a basis for operations except in cases of obvious unfairness.

15 In paras 61 to 63 the Board advert to two descriptions of land both of limited extent recognized in the Salem Revenue accounts apart from both Nunjah and Poonjah these are well nunjah or Nunjah watered by wells and Poonjah

Poonjah Bagayet under tanks and channels. As respects the former, the Collector may be authorized to deal at once with this land in the mode already prescribed for the well gardens (G.O. 6 December 20th) in conformity with the suggestion in para 22 of his letter of April 4th. The term well nunjah will then cease from the accounts, and the common term of Bagayet or garden will include these lands. The Poonjah Bagayet referred to, on the other hand seems to be in reality Nunjah lands, and it would seem proper to class it therefore as Nunjah With respect to the Nunjah garden noticed in para 4 of the Board's postscript the Government hope the Board will be able to submit a Report from the Collector at no distant date This land should certainly be classed as Nunjah, the extra assessment charged on the score of its being planted with cocoanut trees being struck off Thus in the Salem District the lands will be reduced to the three descriptions, Poonjah, Nunjah, and Garden and eventually the last as also may be discarded.

16 The Government have thus noticed those parts of the Board's present plan which seem

seem to them to require notice, and they will only add that they also think it very desirable that in the proposed revision of the Salem rates a road fund should be established as has been already done in South Arcot and ordered in North Arcot. In treating of the Garden lands the Government expressed the opinion /December 20, Para 20/ that those lands afforded too narrow a basis for the establishment of such a fund, but the general reduction ought not to be allowed to pass without this being done.

17 With their Proceedings now under notice the Board sent up though without remark, the Collector's report of the reductions which he had made in two highly assessed villages in the Paramutty Talook, viz. Vadagherry Athoor and Teroomulnaumasamoodrum. In the former village the reduction was made on all the land at a uniform rate of 18¾ per cent, being 3 annas in the Rupee on the amount of the assessment. It is a large village containing twelve hamlets the total assessed land is 6396 acres of which above 6000 is Poonjah. The extent of cultivation is stated at acres 2771 bearing an assessment of Rupees 5215 on which the reduction amounted to Rupees 978. The waste is stated at acres 3625 with an assessment after the reduction of Rupees 8295 being the source from which the temporary sacrifice is expected to be made good. It is not explained what year the figures in the Statement refer to. It is desirable that information should be furnished as to the effect of this reduction the cultivation and assessment of five years preceding the change should be given and those of every year subsequently. Such a Statement should accompany the Collectors Jummabundy Report every year and be laid before Government till

till ordered to be discontinued.—

18 In the other Village, Teroomulnaumasamoodrum the reduction consisted merely in lowering to the sum of Rs 4-9-4 an acre all Punjah assessments above that rate. The total extent of land is stated at Acres 104-23-7 with an aggregate assessment of Rupees 2238-8-6 on which the reduction was Rupees 718-6-9. In the year to which the Statement refers there seems to have been scarcely any waste at all out of the whole 104½ acres above 103½ was cultivated and less than an acre was waste. This fact would seem to contradict the supposition that there was urgent and special need in this Village for a reduction. The Garum assessment on the land under cultivation being Acres 103-26-4 was Rupees 2227-6-6 on which the reduction amounted to Rupees 715-14-3 being 32 per cent the only source from which this loss was to be recovered appears to be the small extent of waste bearing an assessment /after the reduction/ of Rupees 2-8-6. The Government would wish for information as to the circumstances which were considered to entitle this village to special reduction to so large an amount with a Statement of the cultivation and Revenue for ten years. The whole extent of land in the Village should be shown of all Kinds.—

/A True Extract/
/Signed/ J. D. Boyerdellon
Secretary to Government

To
The President and Members
of the
Board of Revenue

Statement

6753 | | Fort St. George

No. 1 Statement shewing the Ponjah Ayacut Cultivation 1262 - April 1856

tion, and waste, in the Talook of the Salem District as they were in Fusly

Rate per acre in Rupees	Total Ayacut			Cultivation			waste	exceeding ten years		Waste above ten years			Total waste			Percentage	
	Extent acres	Assessment Rs.	Mean rate per acre	Extent acres	Assessment Rs.	Mean rate per acre	Extent acres	sessment Rs.	Mean rate per acre	Extent acres	Assessment Rs.	Mean rate per acre	Extent Acres	Assessment Rs.	Mean rate per acre	of Cultivation	of waste
			Rupees a p			Rupees a p			Rupees a p			Rupees a p			Rupees a p		
12 and above																	
10 and under 12																	
8 and under 10																	
6 and under 8																	
5 and under 6																	
4 1/2 and under 5																	
4 and under 4 1/2																	
3 3/4 and under 4																	
3 1/2 and under 3 3/4																	
3 1/4 and under 3 1/2																	
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3/4 and under 1																	
1/2 and under 3/4																	
1/4 and under 1/2																	
3 Annas and under 4																	
2 annas and under 3																	

Fort St. George 28th April 1856

6755

To. No 1268.

Proceedings thereon.

Several passages in these Minutes render it necessary that the Board should explain the object of their late proceedings and the circumstances under which they were led to lay them before Government. The Board had been called upon by the emphatic orders of the Government and of the Court of Directors to bring forward any instances where over assessment has depressed the people and injured the revenues of Government, and they consequently brought before them the details of a District in which the over assessment has been the subject of remonstrance during half a century, in which the severity of the assessment has been proved directly by its effects on the agriculture of the Country and comparatively, by the lighter rates which prevailed in other portions of the same District. The Board showed that the fact of over assessment had been admitted by Government themselves many years ago, but that the assessment still remained unreduced. One of the members of the present Board had served for several years in the over assessed portion of the district and eight years ago had brought its condition to the knowledge of the Government. Under these circumstances

Submitting explanation in respect to the observations of Government in Extract Minutes Consultation dated 11th April 1856 on the Board's Proceedings of the 31st January 1856 relative to the reduction of the high rates of assessment in the Salem District.

(916-17)

From Salem 8th Nov. 1847 in Cons. 20th Jany. 1848
Pro. to Govt. 25th June 1850
From Govt. 10th in Cons. 19th July 1852

Fort St. George 28 April 1856

Statement shewing the Nuncah Ayacut, Cultivation, and waste on the Talook of the Salem District in Fusly 1262

	Total Ayacut			Cultivation in Fusly 1262			Waste not exceeding ten years			Waste above ten years			Total waste			Percentage
	Extent in Acres	Assessment Rs	Mean rate per acre	Extent Acres	Assessment Rs	Mean rate per acre	Extent Acres	Assessment Rs	Mean rate per acre	Extent Acres	Assessment Rs	Mean rate per acre	Extent Acres	Assessment Rs	Mean rate per acre	of Cultivation and
	2	3	Rs a p	5	6	Rupees a p	8	9	Rupees a p	10	11	Rupees a p	12	13	Rupees a p	14	15	Rupees a p	16	17

circumstances the Board were anxious that not another year should be lost in reducing the assessment and believed that they were acting in conformity with the wishes of the Government in laying the case at once before them.—

P.P. 14th June 28th April 1856 Para 7.

2. But the proceedings of Government imply that the Board have shewn undue haste and that they have laid the subject before them in rather a curious way with an almost entire want of any thing of the nature of statistical information both as to the exact bearing of the present assessments and to the financial effects of the charges proposed. "They are further informed that the Government require a proposition" of a more definite nature and in an earlier part of these Minutes it is implied that the Board have not understood the figures that they have submitted. The Board feel it incumbent on them to shew that their proceedings are not open to these animadversions and they accordingly submit the following remarks requesting that the former proceedings of the Board may be reconsidered with reference to them, and they trust that the

Para 6.

the Government will be satisfied that while the Board were anxious to avoid any unnecessary delay their measures were not taken without due consideration. The Nunjah lands with their more important assessment and varying means of irrigation were left for future report, but the Board considered that the dry lands of the Southern talooks could now be satisfactorily dealt with, and that it was highly advisable to expedite the measure in order that the advantage conferred by the revision of the Garden assessment and the new rules respecting private wells might have their full anticipated effect in expanding cultivation.—

3. The Government observe in Para 3. "The Government will first briefly "advert to the arguments advanced to show "the necessity of a reduction. It is stated "in the first place that the rates of "assessment in the Southern Division of "the Salem District are much higher "than in either of the other divisions; "and Colonel Read is appealed to in support "of the Statement. But singular to say the "figures quoted from that Gentleman (para 25) "do not bear it out, but on the other hand

"you

"go to prove that instead of being 30 per "cent higher than in the other Divisions, the "assessments in the Southern Division both "on the wet and dry land are the lightest "of all." The Board have read this Statement with the more surprise, because in the Para of their proceedings here adverted to they had laid before the Government a Statement of the average rates, in the 3 Divisions of the District and shewn that in Macleod's they were 50 per Cent higher than in Read's, and 25 per Cent higher than in Munro's. The remainder of the passage in the Minutes of Consultation explains the mis-apprehension. "According to those figures", the Government continue, "the assessment of the Poonja and Nunjah respectively, in the several Divisions bears to the produce the rates shewn in the following Table.

	Southern	Centre	Northern
Poonjah	28½	30	33⅓
Nunjah	29½	35	38 "

It thus appears that while in the beginning of the para the Government speaks of the rates of assessment the latter part alludes to the proportion which the assessment bears to the estimated

produce. These two things are perfectly distinct.

4 The Board did not enter upon the question how the assessment had been formed. they stated the plain and long acknowledged fact that Macleod's rates over higher than those of the other division of the District and they quoted the rates, in each case the assessment was based on an estimate of the Gross produce and the excess of Macleod's rates arose from his taking a higher estimate of the produce than either Munro or Read. If Macleod rated the produce of an acre at 7 Rupees and Munro at 4 Rupees Macleod's assessment was higher although it appeared as the Government have observed, that the assessment amounted to 28½ per Cent of that estimate and Munro's to 30 one averaged 2 Rupees the other 1½ Rupee per acre. If Macleod took a less proportion of the supposed produce as his assessments and still his rates have proved excessive and injurious it only shews the more strongly the great difference between his estimate of the produce and that of the two other Officers. The

Board

Board did not consider it necessary to explain how Macleod's errors originated, their object was to state the fact that he made his assessment double that of Read's and to shew by its effects on the country that it was excessive and that under its influence his division had been constantly retrograding.—

5. The Board here beg to quote the whole of the passage in their proceedings and the Government will find that they distinctly indicated that the error of Macleod's assessment consisted in this, that his very high estimate was not borne out by the comparative productiveness of the soil of his division. His division was more fertile than the other but not in that proportion. He found it highly cultivated and estimated the produce by the stock of the former and the tillage, rather than the intrinsic quality of the soil. This ruined his division. Munro did the same at first in his lower Talooks but saw his error and rectified it as he went on. His assessment of the Baramahl was moderate. Read's assessment

assessment was moderate throughout.—

The passage in the Boards Proceedings

Paras 24 & 25 is as follows:—

"It is sufficient to remind the Government that the assessment on the Southern division was very greatly higher than the rest, and from the time when it was completed to the present day it has been deemed excessive. This appeared by the tables drawn up by Colonel Read at the time which shewed that in the three divisions the produce of the Dry land was reckoned in Macleod's division at 7, in the Centre at 4, and in the Northern at 3 Rupees an acre. The wet lands in the proportion of 28-18 and 14 Rupees. The average assessment per acre was

	Southern	Centre	Northern
On the dry land	2	1½	1
on the Wet	11	6⅓	5⅓

It was admitted that the comparative productiveness of the land being taken into account Macleod's assessment was at least 30 per cent higher than the rest of the district."

6. The Board especially regret that so serious a misapprehension should have influenced as it appears to

see p 6.

to have done in some digree the proceed-
-ings of the Government beginning with a
doubt whether the assessment of the Southern
Talooks was so high as the Board re-
-presented, the Government appear
naturally to have been led to doubt
whether relief was emergently called
for. It is with the greatest regret that
the Board learn this result, and find
postponed even for another year the
measure which has been declared by
various Officers in Charge of the district
for a long services of years to be of
emergent importance.

7. The Board will next advert to the remarks contained in the extract Minutes of Consultation that the question has been brought forward "with an almost entire want of any thing of the nature of statistical information as to the exact bearing of the present assessment and to the financial effect of the changes proposed."

8. The Board particularly request the attention of Government to the 36-37-38-39- and 40 paras of their Proceedings

Proceedings in which they have shewn the
rates of assessment; the highest, the lowest
and the average. They have shewn the
effect which that assessment has had
on the cultivation and the revenue, by
dividing the land into cultivated and un-
-cultivated, and thus have shewn generally
whether the waste is chiefly in the highly
assessed or the lowly assessed area.
They have then shewn how far the finances
of Government will be immediately
affected by the reduction which they propose
or rather they have shewn the utmost
amount of Revenue which the Government
will be called upon to give up. These
details are given for each of the eight
Talooks to which it is proposed that the
reductions should extend. They then
shew the assessment of the waste area
that will be available for future culti-
-vation. The Board have stated the
proposed reduction at the highest
amount, and the prospective assessment
at the lowest, and yet the revenue to
be renounced is Rupees 123,616 only which
the prospective revenue is Rupees 352,957.
The former of these will be deminished if
the

the reductions are not carried below one Rupee, the latter will be increased by the reductions on waste of less than 5 years being made at 25 instead of 33⅓ per Cent.

9. The Board will next advert to para 7 of the Government proceedings - They stated concisely their reasons for not adopting the form of accounts which the Government now order as a preliminary to the reductions. These forms were proposed by the Collector* but the Board resolved to dispense with them - They did so after due consideration, because they thought that their preparation would cause delay in carrying out the measure that has been so without obtaining any adequate advantage. They now consider it necessary to explain fully the grounds upon which they decided. To make this clear they will suppose the form to be filled up for a few of the rates of one Talook and to stand as follows:

* From Collr. dated 14th April in Cons. 14th May 1855.
Prots Govt. 31st January 1856

Ascent	Cultivation	Waste 10 years	Waste 20 years	Total Waste.
Rupees 3½ to 3¾	7,000	1,000	4,000	2000	6,000
Rupees 3¼ to 3½	15,000	7,000	3,000	5000	6,000
Rupees 3 to 3¼	12,000	6,000	3,000	3,000	6,000

The

The question is, does this afford any aid in making a fair adjustment of the assessment - These are 12,000 acres of land assessed at 3 Rupees of which 6,000 are cultivated 3,000 waste for less than 10 years and 3,000 for more than 10 years - But these fields are scattered through numerous Villages at remote distances and their produce was not calculated on a uniform system but differs both in its estimated quantity and in its supposed market value. In some Villages all the land paying 3 Rupees may be cultivated and saleable, in others it may all be waste. To bring these into one class in a statistical table does not appear to the Board to add any thing to the data upon which a general reduction of assessment should be based. Supposing that with land assessed at 3 Rupees the waste is to the cultivation as 50 : 100 and that with land assessed at 4 Rupees it is as 75 : 101. this does not afford any criterion for varying the reduction - The data upon which the land of one Village was assessed at one rate were quite distinct from those upon which it was

* See para 8 of Board's Letter No. dated 31st January last.

so assessed in another varying among other causes* according to the agricultural stock and means of the ryots and the bringing them together in one class does not aid the correction of the error then made.

10. But to proceed on the data now afforded by each field, by arranging that land in Cultivation shall be reduced 25 per cent and land waste for 5 years 33½ per cent and, if thought desirable by varying the rates still further with reference to the length of time that the land is waste seems in the Boards opinion calculated to correct in some degree the errors of each Village and field, and after this is done the lands can be classified as the Government propose according the assessment which they will then bear. The Board do not wish to offer the slightest objection to the classification which the Government propose or to deny its advantages but they urge that with reference to the Salem District it is not a necessary preliminary to the reduction of the assessment, and should be carried out either after the reduction or during its progress.

The

11. The Government will thus see that for the Board to have called upon the Collector to prepare the Statements which he proposed would in their opinion only have delayed the measure which they believed the present Government were desirous of hastening. They resolved to adopt a different principle and they stated to the Government that they considered that the information already on record was so ample that they did not hesitate to found upon it a definite recommendation that a reduction should at once be made on the dry lands of the 8 Southern Talooks. This step has elicited the remark Para. 7 from the Government "that the subject comes before them in rather a curious way". But the Board trust that the Government will now be satisfied that they acted carefully and due consideration of the manner in which the field assessment was fixed in the Salem District.

12. The Government have observed that the assessment of the district if not originally too high has become so owing to the gradual decline of prices. It is upon this para 5. fact that the Board found their recommendation that the reductions should be made to depend upon the period at

at which the land was thrown out of cultivation. The order in which the land was abandoned forms a valuable criterion as to the proportion of the assessment to the net produce. As soon as to the value of the net produce falls below the Government assessment the land is thrown up. The period at which it is thrown up will therefore indicate the comparative pressure of the assessment land abandoned 20 years ago may be considered to have been more highly assessed than that abandoned ten years ago. The latter was able to bear a greater fall of price than the former. The Board thought it sufficient to recommend that while the reduction was made on the cultivation at 25 per cent it should be made on all the waste of 5 years at 33⅓, and for practical purposes they think this distinction sufficient, but it might evidently be extended. The Board will only add that this principle was recognised by the French Government in the revision of their assessment and has been acted upon with the waste Gardens of Coimbatore

13. The Board have considered it incumbent upon them to offer these remarks

remarks in vendication of their proceedings and they will only express a hope that their explanation may be satisfactory to Government and hasten the period of that modification of its assessment which the Salem District so much requires should the Government authorise the reductions at the rate which the Board propose or at such as the Government deem safe it will at the present time influence the cultivation of the year. But should it be postponed until later in the season it will only diminish the Government revenue without having led to extended cultivation.

14 The Board will only add one passage in proof of their observation how long the necessity for reduction in the Salem District has been urged. When they state that it is taken from a paper drawn up by Sir Henry Elliott in 1838 and founded upon the report of the Collector of Salem in 1832 the Government will not be surprised that the Board were desirous not to add another year to those during which an admitted evil has been unredressed

Para 46 of the printed paper of Sir H. Elliott

Collector of Salem A. 32

unredressed. "In Salem the assessment on a portion of land on the River Cauvery was reduced 34 per Cent, and it is declared in general terms by the Collector "that as the average price of produce during the last 5 years has been considerably below the price of grain taken as the Data for fixing the Land assessment, the revenue cannot be expected to keep up to its present standard but on the contrary must continue annually, to deteriorate as it has been doing for some years, unless a reduction is made in the assessment with reference to the diminished value of produce. If prices continue at their present standard, a reduction if the land assessment will in a few years force itself on Government" and shortly afterwards he states that the high assessment is a bar to all extensive accumulation of Capital and stock, and "must ever keep the whole cultivating body steeped in their present state of extreem poverty" and this is not to be wandered at when we consult the Madras Records to see how the Baramahl was surveyed and settled, particularly that part under the

the charge of Captain Macleod, who took as the Government share on wet land from 50 to 75 per Cent of the gross produce.

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(918) CR

B. No 1126
From the Commissioner
Northern Circars

No 235.

Memorandum.

The Commissioner has the honor to inform the Secretary to the Board of Revenue that C. Annajee Row has been appointed as 2nd Class Clerk from the 1st Ultimo in the room of Mr. J. B. Pedroza who has been promoted by the Acting Collector of Guntoor.-

Commissioners Office
Vizagapatam
29th March 1856. —

/ Signed / J. Goldingham
Commissioner

Ordered that the following Official Memorandum be sent in reply.-

(918-19)

B. No 1261.
To the Commissioner
Northern Circars.-

Official Memorandum.

With reference to a Memorandum from the Commissioner of the Northern Circars dated 29th March 1856, the Secretary to the Board of Revenue has the honor to state that the Indent of this Office for February and March 1856.

6772 Fort St. George 28th April 1856.

1856 having been passed by the Civil Auditor previous to the receipt of the above Memorandum, the name of C. Annajee Row as 2nd class clerk in the room of Mr. F. B. Pedroza can only be entered from 1st April 1856.-

Revenue Board Office
Fort St. George
28th April 1856.

/Signed/ G. S. Forbes
Secretary

Read again letter from Messrs Ouchterlony and Co. Madras dated 20th March and entered in Consultation 22nd April 1856.-

920
B. No. 1249.
Proceedings thereon.- Communicated to the Collector of Rajahmundry with reference to his letter dated 7th March 1856.-

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Read again returns from the Agent at Kurnool dated 27th March and entered in Miscellaneous Cons 5th April 1856.

6773 Fort St. George 28th April 1856

B. No. 1262
Proceedings thereon. The Board observe that according to the offence entered in this Statement the Curnum should be dismissed as unworthy of confidence.-

921

No. 71

To
G. S. Forbes Esqre
Secretary to the
Court of Wards
Fort St. George

922
B. No. 1105

From the Collector of Madura.....

Submitting for consideration and orders of the Court 4 Statements relating to the claims made by Pitchacootty Chetty, agt the minor Zemindar of Shevagungah on account of debts contracted by his late father

Sir

I have the honor to submit for the consideration and orders of the Court of Wards 4 Statements relating to claims made by Pitchacootty Chetty a Natucotay Chetty against the minor Zemindar of Shevagungah on account of debts contracted by his father.-

2. Statement A is an Abstract of the claim.-

B. Shews each Bond and an Item vouched by an order to the Dredhanee.-

C Exhibits the payment on account of the Bonds.-

D is a calculation of the Balance still due.-

Statement B

3. I have personally inspected each Bond and

Fort St. George 28th April 1856

and the order. With the exception of one, the Bonds are all signed by the Zemindar. — counter signed by the late Cotee Joseyur the Samoogum Peshcar, and by the Examining Royasums. The remaining Bond for Pr 11050, dated the 12th January 1849, and the order to the Peshkar for Pr 20,5/6-13-8 are signed by Cotee Joseyur only but they are supported by entries in the Munnoverty accounts, except the Items deducted from the claim in Statement B, and one of Pr 100 4 - 5 - 0 connected with the Bond for Pr 11050, which the Chetty paid to the late Gowry Nachear, Sister of the Zemindar, by order of the latter, for repair of her house and for Jewels. The illness of the Zemindar is assigned as the cause of his signature not being attached to this particular bond, which is dated in the month preceding his death. and as regards the payment to Gowry Nachiar, the Manager Sabapathy had heard that some money had been given to her for the purposes mentioned, and adverting to the notorious good faith of these Natucotay Chetties I see no reason to dispute the Item.

4. Some Bonds will be observed out of their apparently proper place in the list. This is owing to their amount Chiefly

Fort St. George 28th April 1856

in Grain, being realized some time after date.

Statement C

5. In my letter to the Court dated the 25th April 1855, I explained the system of running account, of Bonds on the one hand and assignments of Produce on the other, with parallel lines of interest, which obtained between the Zemindar and the Chetties who advanced money for Peshcush and maramut &c. before the Value of the melwaram could be realized. I do not think it necessary therefore to make any observations regarding Statement C.

Statement D

To Court of Wards 25th April 1855

Note
This period was a considerable way in the following Fusly i.e. for Fusly 1256 it was 25th March 1849

6. In calculating the amount remaining due to the Chetty I have adopted the course which was pursued in regard to the debts of Rammadem Chetty Viz the accounts have been made up at the termination of the period of the last instalment for each Fusly and the Balance defrayed out of the first payment in the next year. This is the Custom of the Zemindary and agreeable to equity and, I believe, the general rule among Merchants.

7. In like manner a reduced interest of 6 per Cent agreed to by the Chetty is allowed on the balance

of

of Interest outstanding at the end of July 1851 which he could have easily converted into Principal by suing in Court.—

8. The Sum due according to these calculations is 62,756—5—5.—

9. The Chetty, however, claims much more on the Strength of a Takeed to himself by the Zemindar permitting him to include old Debt to the extent of 10 per Cent of the new debt, which would form an amount in Principal of Rupees 29470.—

7 Enclosure No 5 & 6

10. I enclose translation of this Takeed, and of an Urzee addressed to me by the Chetty.—

11 Where the so called old Debt is included in a new Bond, the Court are absolved from the necessity of investigating its validity but this order, it will be observed mentions old Debt without specifying amount, or how, when, and by whom it was contracted. Before the Court could authorize payment on such an order, they would be obliged, I think to enter into careful enquiry to verify the debt, a most formidable task, when it is considered, that it has always been allowed to without any specifications under this vague title.—

12. Included in an additional account No 1 in

Statement A are 2 Items, amounting in the aggregate to Rs 884—a 12—p 3 which are not supported by receipts, or the Zemindars accounts. On reference to the Chettys daily chitta however they are found duly entered there, and as he is a reputable merchant I believe that such entry constitutes legal proof I myself have no doubt of the truth of the transactions and under these circumstances recommend payment of the Sum in question with Interest at 6 per Cent per annum.—

Madura .....
29th March 1856

} I Signed I R. D. Parker
Collector

Abstract

6778 Fort St. George 28th April 1856

No. 1 Abstract Statement Shewing the amount borrowed of Pitchoocootty Chetty of Davacoottay by the late Zemindar of Shevagungah.

Fusly	Amount relative to Bonds			Amount borrowed of the chetty without Bonds	
	New debts	Old debts	Total		Total
	CRs A P	CRs A P	CRs A P	CRs A P	CRs A P
1256	194831 12 9	2100 " "	196931 12 9	" " "	196931 12 9
1257	170609 1 9	1650 " "	172259 1 9	295 9 5	172554 11 2
1258	68699 8 7	2050 " "	70649 8 7	19024 11 "	89674 3 7
Total	434040 7 1	5800 " "	439840 7 1	19320 4 5	459160 11 6

Madura . . . . .
29th March 1856

E. E. Jr. / Signed / R. D. Parker
Collector
Particulars

6779 Fort St. George 28th April 1856

No. 1 in 1. Particulars of the Amount demanded by Pitchoocootty Chetty in addition to that entered in Statement A.

Items	Amount			
	CRs	A	P	
Amount paid to Genapathy Row on the 1st Margaly Feelaka year or 13th December 1848	750	"	"	This item is not supported by any receipt or account of the Zemindar but is entered in the Chettys daily Chittah.
Value of gold of 9½ touches and weighing 23 7/16 Pagodas weight given to the Zemindar	134	12	3	Ditto Ditto

Madras . . . . .
29th March 1856.

/Signed/ R. D. Parker
Collector
Statement

6780.

Fort St. George.

8th April 1856

No. 2. Statement Shewing the particulars of Amount borrowed by the late [illegible] nindar of Shevagungah of Pitchoncootty Chetty of Devacotay

Ledger	Particulars of Bonds and accounts composing the Gross amount of debts.	Gross amount of debts as per Bonds			Gross amount of debts as per Accounts			Total in reference to the Semapatic Chitty Summa Purak for			Rate of interest stipulated	Deductions			Net amount of debts		
1	2	3			4			5			6	7			8		
		Rs.	a	ꝑ	Rs.	a	ꝑ	Rs.	a	ꝑ			Rs.	a	ꝑ	Rs.	a	ꝑ
	Amount of a Bond dated 11th February 1847 executed to Shairoghum Chetty and made over by him to Pitchoocooty Chetty.	28,531	12	9	"	"	"	28,531	12	9	6 Percent per annum					28,531	12	9
1256	Do. of a Bond dated 15th March 1847	52,500	"	"	"	"	"	52,500	"	"		Amount not paid by the chetty				2,500	"	"
	Do. of Do. Dated 21st April 1847	42,500	"	"	"	"	"	42,500	"	"		Do.				42,500	"	"
	Do. of Do. Dated 28th May 1847	40,000	"	"	"	"	"	40,000	"	"		Do.				40,000	"	"
	Do. of Do. Dated 7th June 1847	12,500	"	"	"	"	"	12,500	"	"		Do.				12,500	"	"
	Do. of Do. Dated 28th June 1847	23,400	"	"	"	"	"	23,400	"	"		Do.				23,400	"	"
	Total	199,431	12	9	"	"	"	199,431	12	9			2,500	"	"	196,931	12	9
	Amount of a Bond dated 10th August 1847	10,000	"	"	"	"	"	10,000	"	"	6 Per Cent per Annum	Amount not paid by the Chetty and consequently debited to him in the Zemindars account	10,000	"	"	45,000	"	"
	Do. of Do. Dated 12th October 1847	45,000	"	"	"	"	"	45,000	"	"		Do.		"	"	17,500	"	"
	Do. of Do. Dated 11th December 1847	17,500	"	"	"	"	"	17,500	"	"		Do.		"	"	26,500	"	"
	Do. of Do. Dated 8th January 1848	26,500	"	"	"	"	"	26,500	"	"		Amount retained by the Chetty on account of interest due to him up to the date of the Bond on sums received by the Zemindar prior to that date	15	6	"	41,314	2	6
1257	Do. of Do. Dated 6th February 1848	41,329	8	6	"	"	"	41,329	8	6		Do.	20	9	6	7,379	6	6
	Do. of Do. Dated 7th July 1848	7,400	"	"	"	"	"	7,400	"	"		Do.	152	7	10	34,565	8	9
	Do. of Do. Dated 20th May 1848	34,718	"	7	"	"	"	34,718	"	7								
	Amount paid by the Chetty in excess of the Bonds and duly credited in the Zemindars account.	"	"	"	295	9	5	295	9	5		Do.	"	"	"	295	9	5
	Total	182,447	9	1	295	9	5	182,743	2	6			19,188	7	4	17,553	11	2

6781

Fort St. Georg

th
u April 1856

Folio	Particulars of Bond and accounts composing the Gross amount of debts	Gross amount of debts as per Bonds			Accounts			Total in reference to the Semavy Cutcherry Summary Sheet of 25th			Rate of interest allowed	Deductions				Net amount of debts		
1	2	3			4			5			6	7				8		
		Rs	a	⅌	Rs	a	⅌	Rs	a	⅌			Rs	a	⅌	Rs	a	⅌
	Amount of a Bond dated 26th May 1848	6,000	"	"	"	"	"	6,000	"	"	12 per cent per Mensem		"	"	"	6,000	"	"
	Do of Do Dated 14th July 1848	5,000	"	"	"	"	"	5,000	"	"		Do Amount retained by the Chetty on account of interest due to him up to the date of the Bond on sums received by the Zemindar prior to that date . . . . . 15—1 Do not paid by him . . . . . 17—11—7	32	11	8	4967	4	4
	Do of Do dated 6th August 1848	6,000	"	"														
	Do of Do dated 18th Do	7,000	"	"														
	Do of Do dated 3rd October 1848	31,500	"	"	"	"	"	44,500	"	"		Do Amount admitted by the Chetty not to have been paid for the Maramut of the Condaghay Tank as engaged	400	"	"	44,100	"	"
	Do of Do dated 30th September 1848	5028	13	"	"	"	"	5028	13	4		Do Amount not paid	242	7	10	4,786	5	2
1258	Do of Do dated 12th January 1849	11,050	"	"	"	"	"	11,050	"	"		Do Amount retained by the Chetty on account of interest due to him up to the date of the Bond on sums received by the Zemindar prior to that date 249—15—5 Do not paid for the maramut as engaged 4—1—6	254	"	11	10,795	15	1
	Amount of a Memo of Charges defrayed by the Chetty forwarded by the Samaoghurm Peshcar to the Pradany in March 1849 with a Jaheed to credit the same to the Chetty's account with interest chargeable from 1st February 1849	"	"	"	2,057	13	6	2,057	13	6		Do Amount advanced by the Chetty for the maramut of the Meyloor Tank for which he has obtained a Decree of the Civil Court against the Canalgar of the Village the work not being performed . . . . . 37—8—" Amount of certain items included in the Memo in Col: 2 but not paid by the Chetty — 250—6—10	2544	14	10	18031	14	8
	Amount paid by the Chetty in addition to that of the Bonds and duly credited in the accounts	"	"	"	992	12	4	992	12	4		Do	"	"	"	992	12	4
		71,578	13	"	21,569	9	10	93,148	6	10			3,474	3	3	89,674	3	7
	Total	453,458	2	10	21,865	3	3	475,323	6	1			16,162	10	7	459,160	11	6

Madura 29th March 1856.

E. E. J Signed R. D. Parker
Collector
Statement 6

Fport St. Geo

8th April 1850

No. 3. Statement Shewing the particulars of the payments made in satisfaction of debts Contracted by the late of Shevagungah to Pitchoocotty Chetty.—

	Payments relating to debts Contracted in Fusly 1256		Payments relating to debts Contracted in Fusly 1257		Payments relating to debts Contracted in Fusly 1258		Total	
	CRs	A P	CRs	A P	CRs	A P	CRs	A P
Payments according to Jumma Rurch accounts from March 1847 or Fusly 1256 to June 1848 or Fusly 1257	14,8240	" "	"	" "	"	" "	14,8240	" "
Dr. from October 1847 or Fusly 1257 to March 1849 or Fusly 1258	"	" "	10,9220	" 5	"	" "	10,9220	" 5
Dr. from December 1848 or Fusly 1258 to March 1849 or Fusly 1258	"	" "	"	" "	4,0027	14 1	4,0027	14 1
Amount which had been debited to Shanoogum Chetty in liquidation of a debt borrowed of him by the Zemindar now transferred to the debit of Pitchacootty Chetty the Debt Bond having been made over to him by the former	11675	" "	"	" "	"	" "	11675	" "
Amount received by Pitchacootty Chetty in the Cannoor Talook and not yet debited to him	"	" "	"	" "	4,101	14 6	4,101	14 6
Ditto received by him in the Talooks of the Zemindar but adjusted in the accounts during the lifetime management.	763	7 4	1420	9 3	29,472	8 "	31,656	8 7

	Amount already debited to the Chetty		Amount Remaining to be debited	
	CRs	A P	CRs	A P
Value of Paddy assigned in Fusly 1256				
In the 5 Talooks Viz. Mullacottay Yaniconais wopam Mournaud and Teroopparavoom is Rupees			53,401	" 5
Deduct amount remitted to Hurbalogans Vs. of the Mullacottay Talook by whom it was due			511	8 8
Balance	52,859	7 9	41,000	" "
In Onvasaty and Mungalom Talooks is Rupees	4,5989	5 3	36,000	" "
In Shackay and Amaravaty Talooks is Rupees	40,975	11 10	28,400	" "
In the Teroovagumput Talook is Rupees	10,139	3 "	8,040	" "
	11,9963	11 10	11,1440	" "
	33523	11 10		

							12,875	11 10
							2,099	3 "
							33523	11 10

6783

Fort St George 8th April 1856

Payments relating to debts contracted in Fusly 1256 | Payments relating to debts contracted in Fusly 1257 | Payments relating to debts contracted in Fusly 1258 | Total

Assignment of Rayree of the Teroo[illegible]pananum Talook in Fusly 1256 — Rupees 9424-14-8

Deduct amount collected by the Zemindar from the Ryots — 19-10-9

Balance — — 925-4-0 763-7-4 161-12-8 | 161 128 | " " " | " " " | 161 128

Amount of assignment of Cooley Paddy & Grain of the Mullar[illegible] and others 9 Talooks of Fusly 1257 in Rupees — 60882-8-10 32350-0-0 | 28532-8-10

Value of Colum Paddy assigned in the Immgalows of the 9 Panamarum Talooks in Rupees — 35138-3-3 15626-12-0 19511-7-3

Value of Colum Paddy assigned in the Manned Talooks in Rupees — 11991-13-0 5250-0-0 6741-13-0

Value of the Colum Grains of the Manned Talook assigned herein in Rupees — 53226-12-0 51785-13-1 | " " " | 51785 13 1 | " " " | 51785 13 1

Ditto of grain of Fusly 1257 received by the Chetty in the Pa[illegible] assigned to another Creditor Ramanadeu Chetty — 3201011 87-2-9 233-8-2 | " " " | 233 8 2 | " " " | 233 8 2

Deduct amount paid by the Chetty for the Paddy Magsamy which had been included in his assignment — Manned Talook which had been attached to Teroonadoothoray — — —

1784

Fort St George 28th Ap

No 4 Statement shewing the Settlement of the Debt of Pitchoocooty Chetty with the Poligar Zemindar of Shevg

	Debts supported by Bonds			Debts supported by accounts		Deduct amount not entitled to interest	Remainder	Interest on the amount in Col 8 to the date of the last of Cols 9 payment	Total	Amount Remaining due at the end of Fasly brought forward			Interest on the amount in Col 11 to the date of last payment
Fasly	New	Old	Total		Total				689	On account of Principal	On account of Interest	Total	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P
1256	194831 12 9	2100 " "	196931 12 9	" "	196931 12 9	2847 15 5	194083 13 4	14042 15 10	210974 12 7	" "	" "	" "	" "
1257	170609 1 9	1650 " "	172259 1 9	295 9 5	172554 11 2	3800 " "	168754 11 2	22728 3 8	191482 14 10	27931 2 11	6273 12 11	90679 " "	445 2
1258	685998 7	2050 " "	708048 7	19024 11 "	89674 3 7	3050 3 "	86624 " 7	77770 6 10	164394 10 5	" "	" "	" "	" "

Fort St George 28th April 1850

Tenant No with the Junior Zemindar of Shevagungah –

| | | |

6785

Fort St George 8th April 1850

Payments						Balance due				
						On account of principal				
						New Debt		Old debt		
On account of Debts entitled to interest	On account of Debts not entitled to interest	On account of interest	Total	Counter interest on the amount of Col 20	Total	Entitled to Interest	Not Entitled to interest	Total	not entitled to interest	Total
20	21	22	23	24	25	26	27	28	29	30
Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P	Rs A P
191290 " 5 284	155 " "	" 19413	15107	769 2 11	201909	29	2793 1211	" "	2793 1211	" " 2793 1211
158270 21	" "	" 7398 1	4165668	35 18809 6	3 1814779	8	13278 6 "	2150 " "	15428 6 "	1650 " " 17078 6 "
736024	7 "	" "	" "	" " 736024	764013 10 "	13	13021 12 "	1000 3 "	14021 15 "	2050 " " 16071 15 "

6786

Fort St George 8th April 1850

Balance due / Contd / Subsequent interest to the 15th of April 1856 on the balance of Fusly 1257

On account of interest	Total	On the amount in Col 26 at 12 per Cent	On the amount in Col 31 at 6 per Cent	Total	Total amount due	Remarks
31		32	33	34	35	
CRo ##	CRo ##	CRo ##	CRo ##	CRo ##	CRo ##	According to Rule the Balance of Fusly 1257 was the first charge in the payments in Fusly 1258 but the amount of the Letters subsequent to the 25th March 1849 (the Settling day of Fusly 1257) were insufficient to cover the said Balance - on such portion thereof therefore as is Composed of Interest, Compound interest is allowed at 6 per Cent as it might have easily been Converted to Principal by a Suit in Court such portion as was "Principal" is of Course allowed Interest at 12 per Cent -
62 / 3 12 11	906 / 9 10	" " " "	" " " "	" "		
3239 11	4 20318 1	4 11242	5.9 1367 2	0 12609	83	32927 9 /
1375 6 12	10 29828 11	10 " " "	" " " "	" "		29828 11 10
						62756 5

Madura 29th March 1856.

(Signed) R. D. Parker
Collector

Translation

6787

Fort St George 28th April 1850

No 5

Translation of a Takeed issued to Pitchacotty Chetty of Denacottay by the Zemindar of Shenagungah dated 6th May 1848 Fs 8-

What is the Reason of your failing to come and give me a Hundee for payment of the 7 Kists as promised you well on the Receipt of this order do so you wished that the old debts be paid to you together with the money borrowed since Fusly 1256 for Kists and other purposes I have now given orders to adjust the accounts accordingly Viz 6 ⅌ to defray to you the old debts also to the extent of ten per Cent of the new debts, Moreover in executing Bonds to you for sums which you may hereafter lend the old debts will form an item ⁊ therein in the same way as is done in the Case of other Merchants you are therefore requested to Come soon-

The Signature of the
Zemindar

(True Translation)

6th May 1848
Shenagungah

(Signed) R-D- Parker
Collector
Translation

6788

Fort St George 28th April 1850

No 6.

Translation of an Yerga addressed to R-D- Parker Esqre Collector of Madura by Pitcha=cootty Chetty of Denacottay dated 12th March 1850-

Having had money dealings with the late Zemindar of Shenagungah & expecting to receive payment from him of the old debts due to myself and my partners in business I lent him a further sum of money- He accordingly verbally promised to defray the old debts to the extent of 10 per cent of the new debts and subsequently ordered the adjustment of accounts with me for sums lent in Fusleis 1256 and 1257. In support of his ver=bal agreement he granted me a Takeed- Before making the necessary adjustments however the Zemindar died, and Consequently I was afterwards obliged to clear accounts with those persons who had helped me with the loans in question this measure has greatly involved me-

Nothing of what is written in the Zemindars Takeed or Bonds can be distrusted- His Takeeds have on all occasions been approved moreover it is incumbent now on your honor (as the agent appointed to supervise the ⁊ affairs of the Zemindary) ⁊ to

Fort St George 28th April 1850

to fulfil the promise the Zemindar had made to me in his Takeed which is a document that will never be Rejected by the Courts of Justice—

In Clearing the debts according to my accounts however should your honor Consider the amount too large to be paid from the Zemindary funds I consent to the following arrangements in lieu to moderating the demands—

1st That the debts exclusive of old debts referred to in the Takeed be defrayed to me in the same manner as was done to the other Merchants and according to the Customs of the Zemindary Viz.t by closing up the accounts every year and defraying the balance out of the first payment in the next year.

2d That the Principal and Interest due for fusly 1258 be disbursed to me.

3d That the accounts in my possession Connected with the heavy old debts be scrutinized, and the amount paid to me with a moderate Interest—

Of the Produce assigned to me in satisfaction of the debts I have still a demand against the Ryots of 40000 and odd Rupees to be Recovered through the means

Fort St George 28th April 1850

of the Circar and Court to notwithstanding that 10 years have elapsed since I ceased money transactions with the Zemindar. It is in Consequence of the losses to which the Merchants are by these means exposed that the Customs of Closing up the accounts at the end of every year and defraying the balance out of the 1st payment in the next year obtains in the Zemindary—

Under these Circumstances I beg your honor will be pleased to Recommend to the Court of Wards that the payment of both the old and new debts be at once disbursed to me—

The Signature of Pitchacootty Chetty

(True Translation)

(Signed) R-D-Parker

Collector

12th March 1850.

B.R. No. 1288-

Proceedings thereon—

922-23

The Court of Wards observe that the Chetty's claim is composed of three distinct items—

1st a Balance of Rs. 62,756-5-5 inclusive of Interest on his accounts with the Zemindar—

2d a sum of Rs. 884-12-3 which is not supported by Receipt from the Zemindar and does not appear in his accounts but the items composing which are duly entered in the Chetty's daily Chittah—

3d A sum of Rupees 29,470 Styled old debts

6791

Fort St George 28th April 1850

debts but not further particularized and unsupported by any bonds-

2 The Court agree with the Collector in considering the last claims inadmissible on account of its vagueness nor does it appear to them that the called upon to enter into an enquiry which is to be attended with so much difficulty-

3 In support of the 1st & 2d items documentary evidence is adduced but before sanctioning any of the amount the Court wish to be informed whether the justice & correctness of the demand is admitted by the guardian of the Minor Zemindar-

924

B'd No. 1233
From the Collr of Trichinopoly

No. 64
To G. S. Forbes Esqre
Secretary to the Board of Revenue
Sir,

In obedience to the order of Government for the accompanying Petition No. 629 of 1856 dated 4th Instant I have the honor to state the Petitioner is in error while seeking the authority of Government pursuant to Regulation IX of 1831 to sue his opponents in the Civil Court for the Thiruvanaiyanny Pagoda in the Port of Trichinopoly

The Village of Inathoor is a Surrumanium endowment

2 The Petitioner is at perfect liberty to sue in the Civil Court for his Coodimaram rights if he thinks proper so to do-

Trichinopoly District Cutchery
Cuttay Collr's Cutchery
10th April 1850

(Signed) J. Bird
Collector

B'd No. 1255-
Order thereon

924-25

Ordered that the above report be forwarded to Government with reference to their Endorsement on Petition No. 629 of 1850

2 The Inamdar claiming being a Pagoda Endowment this permission of Government is not necessary to enable Petitioner to sue for it in the Courts-

6792

Fort St. George 28th April 1856-

No. 28

To

G. S. Forbes Esqre
Secretary to the
Board of Revenue
Fort St. George

926

B'd No. 1302
From the Offg Agent
to the Governor at Kurnool

Sir

Agreeably to the instructions contained in an Extract from the Proceedings of the Board of Revenue under date the 3d Instant No. 968, I have the honor to forward the accompanying notice of the time and conditions of the Sale of the Abkarry Farms of this District-

With reference to the observation of the Board "that the Abkarry has hitherto been rented by Talooks and not in one rent for the whole Zillah" I beg to state that with the Sanction of the Board the whole Zillah had been rented to one individual for three years Viz. 1261-62 and 63 Fuslies but the accounts were sent shewing as usual the proportionable amount in each Talook. Being therefore aware of no objection to renting the whole Zillah I offer in the notice to put up the Abkarry Farm to auction by Talooks, or in one Rent for the whole Zillah if an offer above the upset price should be made for it and that if offers are not obtained for 5 years it will be put up for one year should the bid however be below the minimum upset price. I shall feel obliged by your letting me know what course I should pursue-

Kurnool Govt Agents Office
12th April 1856

(Signed) J. G. Russell
Offg Agent to the Governor

Fort St. George 28th April 1856.

Notice

It is hereby notified that at 10 A.M. on Thursday 1st May, the Abkarry Farms of the Kurnool District will be put up to auction at the Agents cutcherry Kurnool by Talooks, or in one rent for the whole Zillah and sold to the highest bidders for a term of five years, i e from Fusly 1266 to Fusly 1270 inclusive If offers are not obtained for a period of 5 years, the Farm will be put up for one year The following Conditions will be observed.—

No bid below the average collection of the last 5 years as shewn in the following Table will be accepted.—

Talook	Average annual Revenue of last 10 years i e from Fusly 1255 to 1264	Minimum upset price per annum for the 5 years Revenue from Fusly 1266 to 1270
Kurnool	20,175	20,175
chagulmurry	1772	1772
Sirwell	2,028	2,028
Sundial	4,583	4,583
Pannem	8096	8096
Dhone	12,702	12,702
Goodoor	7,750	7,750
Nundicoodcoor	8,543	8,543
Atcoor	5958	5958
	71,607	71,607

The usual security of a Deposit of two months hists in cash or Jewelry: or personal security to the extent of three months hists with a Deposit of one months hist, must be given immediately by the purchaser.—

The purchaser must abide by the Regulations and the Standing orders of the Board of Revenue which may be ascertained on application at the agents Office on or before the day of Sale.—

Fort St. George 28th April 1856.

Ordered that the following letter be sent in reply.—

926-27

Bd No 1253
To the Offg Agent to the Governor at Kurnool
Inlcons 28th Apl/56
1262

To

The Offg Agent to the Governor at Kurnool

Sir

With reference to your letter, dated 12th April 1856, I am directed to inform you that the Board of Revenue approve of the Sale of the Abkarry Farms of your district at the proposed upset price and that if it should be found necessary to dispose of the Farms on yearly Contracts, offers not falling below the rent of last year may be accepted.—

2. Time does not admit of the insertion of a notice in the Gazette.—

Revenue Board Office
Fort St. George...
28th April 1856...

/signed/ G. S. Forbes
Secretary

No 62

928

Bd No 1228
From the Collector of Salem...

To

G. S. Forbes Esqre
Secretary to the Board of Revenue
Fort St. George

Sir

I have the honor to submit a Statement in the prescribed form, relative to the Anundoor Moottah Sequestered for arrears of Revenue due up to the 11th January 1856, or the Margaly hist of Fusly 1265, and to request the Boards' Sanction for the required Establishment.—

Salem Collectors Office
On circuit...
Tripatore 12th April 1856

/signed/ H. A. Brett
Collector

Statement

0795

Front Sheet.

Statement Shewing the Mootahs sequestered for arrears of Revenue to the 11th January or Margaly Fusly 1265 in the District of Salem with the Establishment appointed to its charge requiring the Sanction of the Board of Revenue.

Names of the Zemindaries or Estates	Names of the Zemindars or Proprietors	Number of Villages included in the Zemindaree or Estate	Permanent Summa of the entire Zemindaree or Estate	Amount of Fusly due for current Fusly	Amount Collected	Balance	Number of the Villages proposed to be attached	Actual or estimated annual Value of the portion proposed to be attached	Establishment proposed to be employed in the attachment	Per centage of the Establishment to the estimated annual value of the portion of the estate attached	Date of the attachment	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13
1 Anundoor Mootah in the Tengara cottah Talook	Venkatarama chetty 1 Mungayummal 1 Moorty chetty 1 3	19	3050 9 8	653 " "	" "	653 " "	19	3050 9 8	Ameen 1 10 8 Peons 2 7 "	" 9 2 1	1st Feby 1856	

Salem Collectors Office
On Circuit
Tripatore 12th April 1856.

/Signed/ H. A. Brett
Collector

The

6796

Fort St. George 28th April 1856.

Bd No 1251

Proceedings thereon.— The Board of Revenue Sanction

928·29

the employment of the Establishment exhibited in the Statement which accompanies the foregoing letter at a charge of Rupees 17 8 per mensem for the management of the Anundoor Mootah attached for arrears of revenue for Fusly 1265.

No 137

To.

G. S. Forbes Esqre

Secretary to the

Board of Revenue

Fort St. George

Sir,

930

Bd No 1275

From the Collector of Sea Customs Madras

I have the honor with reference to your letter dated 28th September 1855 No 2199 to transmit copy of a Circular I issued with a view to obtain Specimens of Indigo.—

2. Replies have been received with Specimens from the parties noted in the margin and I now transmit them in the same condition in which they were received. Your Board will observe that no statistical information is given.—

It

6797

Fort St. George 28th April 1856.

3. It will afford me much pleasure to be the medium of Conveying thanks of the Board of Revenue to the Several parties who have furnished the Specimens more especially to Messrs Binny & Co. whose agent Seems to have bestowed much care in the Selection of the Specimens.—

Sea Custom House Madras 16th April 1856

/Signed/ W. E. Underwood

Collector of Sea Customs

E No 1

No 322

Circular

To.

Messrs Arbuthnot & Co.

Madras.—

Same to

Messrs Bambridge & Co.
Binny & Co.
Parry & Co.
Ouchterlony & Co.
Line & Co.
Pecot Fichet & Co.
Debdens & Co.
Smith Clark & Co.
Heally Lethbridge & Co.
Commiade Martin & Co.
Hall Towle & Co.
Dymes & Co.
F. D. Fouza, Commiade & Co.
Miller & Sons
Kerakoose & Co.
C. Shand & Co.
Gahan Eaton & Co.
Nisbet & Co.
Walker & Co.
P. Appasawmy Pillay & Brother
Ramanjooloo & Son
G. Sidloo chetty & Co.

Gentlemen,

1. I have the honor to forward copy of a letter from the Board of Revenue and to solicit the favor of your kind assistance in procuring and forwarding to me good Specimens of Indigo.

2. I would not give you this trouble were I not assured of your Cooperation in any measure which may tend to the benefit of Trade.—

3. The Samples will be more valuable if accompanied by information as to the place of

Fort St. George 28th April 1856.

of production the ordinary market value being stated

4. Any statistical information would be very valuable, it would afford me much gratification to receive it to make a digest of all given without mentioning the sources from which it emanated.—

Sea Customs House
Madras 29th September 1856

/Signed/ W. E. Underwood
Collector Sea Customs

/A true Copy/
/Signed/ W. E. Underwood
Collector of Sea Customs

T. No. 2.

W. E. Underwood Esqre
Collector of Sea Customs

Sir,

Having been duly honored by the receipt of your Communication under date 29th September last, accompanied by copy of a requisition from the Board of Revenue for Specimens of the finest Indigo produced in this Presidency, for the purpose of Exhibition at the approaching Government agricultural Meetings in the Provinces for 1856.—

We have the pleasure in reference to the foregoing

Fort St. George 28th April 1856

foregoing to forward herewith an exccellent Sample of our "Dry Leaf Indigo" a Product of the Northern Division of Arcot, manufactured by natives of the Village of Anacavoor Teeravatoor in the Zillah of Chittoor. the present market Value of which delivered in Madras, is Rupees 1/12 Pr. ℔. This price is some what in excess of our average rate for Indigo of the description and quality represented by the Sample now forwarded, which we believe is as much referrable to deficient Supplies, Consequent on the excessively dry Season we have had till within the last few weeks, as the enhanced Value of the Export in Home Markets for some time past.—

We trust the delay that has occurred in responding to your request will not shut us out among the Contributors; as there is great scope for improvement in several of our Staple Exports, Indigo included, and Public Exhibitions, such as that in Contemplation, will create doubtless a degree of Emulation among Manufacturers, that may Conduce eventually

to

Fort St. George 28th April 1856

to the promotion of Commerce, and we should have much pleasure, if we could at all contribute to such results, by our cardial co-operation.—

Madras
21st November 1855 } / Signed / Nisbet & Leompf.

No 3.

To
The Collector of
Sea Customs Madras.

Sir,

We have the honor to acknowledge the receipt of your letter of the 29th September handing us a copy of a letter from the Board of Revenue intimating their wish to be in possession of Specimens of the finest Indigo that can be obtained, and requesting us to furnish you with any good Specimens we may be able to collect in our business.

In reply we have much pleasure in handing you along with this three Specimens of Indigo classified as under

No 1. Purpah Indigo grown in the Cuddapah District

Fort St. George 28th April 1856

District and manufactured in the Ordinary way. The price of this Indigo in Madras is at present Rupees 40. Pr. Maund of 25 lbs.—

No 2. Vellore Indigo manufactured from the Dry Leaf in the neighbourhood of Vellore Sells for in Madras Rs. 1 4 " Pr. lb. much liked for the Cairo Market where it is used for dying the light Egyptian fabrics.—

No 3. Cuddalore, Dry Leaf Indigo, Sells for at present in Madras Rupees 1 " Pr. lb. Shipped chiefly to the English Market.—

Madras
23d November 1856. } / Signed / Line & Co.

No 4.

To
W. E. Underwood Esqre.
Collector of Sea Customs

Sir,

In Compliance with the request contained in your circular letter to our address dated 29th September last forwarding Copy of a letter from the Board of Revenue dated 26th idem, we have the pleasure to forward three Samples of Indigo the places of manufacture and the Ordinary Market value of each being attached to the Samples themselves.—

we

Fort St. George 28th April 1856.

we may mention that the samples sent have not been manufactured for the purposes of the exhibition, but have taken at random from a quantity in our possession.

It may also be necessary to state that they have not undergone the process of refining having been only once boiled down to suit the ordinary purposes of trade.

We regret that we are unable to furnish you with any Statistical information of a character to enable you to make the digest you mention.

Madras . . . .
3d December 1856 } /Signed/ G. Sidloo chetty & Co.

No 5

To
W. E. Underwood Esqre
Collector of Sea Customs,
Madras.

Dear Sir,

Herewith as requested we have the pleasure to enclose a few samples of both Bangal and Madras Indigo.

Madras . . . .
11th January 1856 } /Signed/ W. Walker
/Signed/ W. B. Liddell } & Co.

To

Fort St. George 28th April 1856.

No 6.

To
W. E. Underwood Esqre
Collector of Sea Customs
Madras.

Sir,

We have the honor to acknowledge your Circular Letter of the 29th September 1855 asking us to procure and forward to you good Specimens of Indigo, accompanied by information as to the place of production and the ordinary market value.

We have much pleasure in sending herewith 2 Samples of green leaf Indigo, marked "Chagley" and "yenpilly" in the Cuddapah District.

The best Cuddapah Indigo is manufactured we believe in Chagley the Ordinary price varies from 36 to 42 Rupees the Maund of 25 lbs.

Yenpilly also produces Indigo of Superior quality, the ordinary price of which varies from 31 to 41 Rupees pr. Maund but these prices are apt to rise or fall according to Competition

Madras . . . .
11th January 1856 } /Signed/ Lecot Hicks & Co.

No 7

To
W. E. Underwood Esqre
Sir

With reference to your letter of 29th

Fort St. George 28th April 1856.

29th September last with copy of a letter from the Board of Revenue requiring good Specimens of Indigo, we have the honor to forward the accompanying 3 Samples of Kurpah Indigo in separate boxes with Memo of the place of production and their ordinary market value labelled on each of them.

Madras 16th January 1856. } / Signed / P. Appasawmy Pillay & Co.

No 8.

W. E. Underwood Esqre.

Collector of Sea Customs

Madras

Sir,

With reference to our letter of 22d October last, we have the honor to send herewith a box containing Samples of different Kinds of Indigo produced in the Nellore, Cuddapah and North Arcot Districts.

We annex copy of a letter received from our Agent giving full particulars respecting them and have the honor to remain.

Madras 18th Febuary 1856. } / Signed / Binny & Co.

Fort St. George 28th April 1856.

Messrs. Binny & Co.

Madras

Dear Sirs.

With reference to your letter of the 22d October last, I have the pleasure to send you herewith the following Specimens of Indigo.

No 1. 4 cakes, the Produce of Messrs Hart and Simpsons factories in the Cuddapah District.

No 2 4 Do the produce of Messrs Hart and Simpsons factories in the Nellore District.

No 3. 4 Do the produce of Messrs Hart and Simpsons factories in the North Arcot District.

No 4 1 Do the produce of Native factories in the Budwail and Sidwaut Talooks of the Cuddapah district.

No 5 5 Do the produce of Native factories in the Cumbum Talook of the Cuddapah District.

No 6 8 Do the produce of Native factories in the Chitwail Talook of the Cuddapah District.

No 7 1 Do the produce of Native factories in the Ongole Talook of the Nellore District.

Numbers 1. 2 and 3 in my opinion are Specimens of the finest quality of Indigo of European manufacture of the respective Districts and No 1 would probably fetch in the home market the highest price for Kurpahs.

Numbers 4. 5 6 & 7 fairly represent the best qualities of

Fort St. George 28th April 1856

of native manufacture of the respective Districts, but it will be observed that 4, 5 & 6 each contain slightly different qualities of Indigo a single chest of native made Indigo can seldom be made up with a less mixture than these Samples represent. No 7 is of uniform quality and is a very favorable Specimen of the produce of the Ongole District which is generally more mixed than the produce of any other district with which I am acquainted manufacture of every Factory containing every shade of color from very pale to the darkest copper and from hard flinty to soft Powdery.

The prices in the district for the several Samples have been during the last season as follows.

No 4 — Rupees 39 a 42 Per Maund of 25 lbs
5 — " 33 a 36 Per ——— D:
6 — " 33 a 36 Per ——— D:
7 — not procurable of uniform quality in any qualities, but average prices Rupees 28 a 30.

European manufacture is never sold in the districts and for that no quotations can be given.

I am sorry to say that I have been unable to obtain any Statistical information which would be useful or could be depended upon.

Nellore 7th February 1856

/ Signed / A. M Simpson

Bd No 1267

Resolution thereon — Resolved that the collector be requested to convey the Board's acknowledgments to the Members of the several Firms mentioned by him for the interesting Specimens of Indigo with which they have liberally favored the Board.

930-31

To

Fort St. George 28th April 1856

No 32

932

To

The Secretary to the
Board of Revenue
Fort St. George

Sir

Bd No 1325

From the Acting Collector of Canara — Reports on the Boards Circular No 3470 and offers observation in regard to the sale of Akkaree and Surry farms for 5 Years

To Canara 28th April 1856

I am under the necessity of reporting for the information of the Board of Revenue an unfortunate oversight which has taken place with regard to their Circular No 3470 in the 5th Para of which it is directed that in future Government rents shall be put up for 5 years This Circular and its accompaniments have in some manner which I am unable to explain, been passed into the English Department without my becoming acquainted with their Contents, and what is equally unaccountable, have been ever since their receipt been in the Translators hands without attracting notice or being made known to the Sheristadar These papers appear to have reached me in January when I was on circuit the above individual being in Charge of the English department with me in Consequence of the correspondence writers ill health not permitting him to accompany my camp, though able to do his duty in Mangalore The facts of neither my initials or orders in pencil being noted in their

Fort St. George 28th. April 1856

papers as is usual with such documents could not have remained unnoticed had not the proper man been unable to travel and the office of necessity been placed in the hands of an individual who it appears was unequal to the charge though a useful and industrious in his own particular department I am not conscious of carelessness of any sort in the conduct of business and cannot conceive how the oversight occurred or remained so long undiscovered except for the reasons stated above.—

2 As regards the Abkarry farms however there is still no difficulty in carrying out the intentions of Government as the isolated position and peculiarities of the District would no doubt deter people residing elsewhere from entering into these contracts, but with regards to the Ferry Farm I am afraid there are difficulties as the parties must have time to provide boats.—

3 It is however doubtful whether the orders of Government have reference to what is no longer a Revenue Farm but still the principle laid down seems applicable to all Public Farms I would

Fort St. George 28th. April 1856

4 I would however deprecate the application of this order to the Ferry rents for the following reasons, The value of many of the ferries in this District must materially depend on the improvement and completion of the roads leading to them and most of these are in a transition state which will raise annual rents year by year and soon perhaps render improved accomodation highly desirable again some ferries will be done away with by the bridging of the streams on which they now ply before a five years lease runs out, and thus render arrangements for compensation to the parties concerned necessary.—

In case the Board should determine that these farms are to be rented for terms of five years and not accepted from the operation of the present rules, I have appended a list of the more important ferries as well as one of the Abkarry farms shewing the upset prices at which I think they may be put up.—

5 These sums and those for the Abkarry rents have been fixed after ascertaining the average

value

value of the last five years rent in the one instance and of the last ten years rent in the other the upset prices on the larger Farms being reduced to a point which leaves no doubt that bids will be made in advance of them, whilst the several sums are sufficiently large to ensure the attainment of the ends the Government have in view, in establishing the present system.—

7 I do not know whether the Board would consider the circumstances of the Mangalore Taluk such as to except it from the general rule laid down by Government but would call their attention to the fact that the Abkarry farms in this Taluk have since July $\frac{1258}{1848\text{-}49}$ been rented to the Toddy drawers themselves under sanction of the Board, on the representation made by Mr. Blane in his letter to their address under date the 24th June 1848 These people could not perhaps undertake a five years rent but if they could, it becomes a question whether the highest bidder be he whom he may is to become the renter or whether the Farm is to be continued to this class of people

people only as at present.—

8 The sufferings and degradations to which the grinding system of the renters obligd the Bellawars to submit are described in Para 5 and 6 of the letter above quoted, and if again placed under the renters the only change in their favor since Mr. Blanes time would be the fact that simple debts under Rupees 20 are now recoverable by summary process before a moonsiff whereas the only remedy then was a civil action. I would therefore submit the case of the Mangalore Bellawars / should they be able to take the contract for a term of 5 years / for the favorable consideration of the Board and request their orders on this point and instructions for my guidance should I fail to obtain offers for a five years lease among this class of people.—

9 Should this question be likely to cause any delay in the receipt of the Boards order, I trust that I may be furnished with their instructions regarding the other Talooks at as early a date as possible as the accident above alluded to has already delayed this report so much longer than I could have wished.—

Collectors Cutcherry
Mangalore
7th April 1856

/Signed/ W. Fisher
Acting Collector
List

6812 Fort St. George 28th April 1856

No. 1

List of upset prices proposed for the Abkhairary contracts of Canara for 5 years from the 1st July 1856.—

Place and date of sale	Talooks.	Rent of 10 years	Average rent upon 10 years	Minimum upset price for 5 years farm	Average of 1 year
At Mangalore on the 21st May 1856	Mangalore	165222	16522	50000	10000
	Belluh	61678	6168	20000	4000
	Buntwah	47810	4781	15000	3000
	Pootoor			3000	600
	Oodipy	49234	4923	20000	4000
	Barcoor	28997	2900	10000	2000
At Honore on the 26th May 1856	Coondapoor	77401	7740	30000	6000
	Honore	93956	9396	35000	7000
	Ankola	40797	4079	15000	3000
At Sirsy on the 31st May 1856	Soopah	105958	10596	35000	7000
	Sonda	70284	7028	25000	5000
	Balghi	15817	1582	5000	1000
	Totals	757154	75715	263000	52600

Collector's Cutcherry
Mangalore
17th April 1856

(Signed) W. Fisher
Acting Collector

Test

6813 Fort St. George 28th April 1856

No. 2

List of upset prices proposed for the Ferry farms of Canara for 5 years from the 1st July 1856.—

Place and date of sale	Talooks	Name of Ferry	Rent of 5 years	Average rent for 1 year	Minimum upset price for 5 years	Average for 1 year
At Mangalore on the 21st May 1856	Mangalore	Bollar	4087	817	2500	500
At Honore Cusbah on the 26th May 1856	Honore	Cusbah Honore	2867	573	2000	400
		Manickay	8685	1737	5000	1000
		Totals	15639	3127	9500	1900

Collector's Cutcherry
Mangalore
17th April 1856

(Signed) W.m Fisher
Acting Collector

Order thereon

Ordered that the following letter be sent in reply.—

To

(932-33)

B. No. 1254

To The Acting Collector of Canara

Communicating certain instructions relative to the disposal of the Government farms and desiring him to forward at once to this office a notice stating the terms of sale and amount of upset price.

To

The Acting Collector of

Canara

Sir

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 17th Instant explaining that through accidental circumstances their Circular regarding the system to be followed in disposing of the Government Farms has escaped attention.—

2 The Board hope that there is still time to carry out the Instructions of Government and desire me to state that they are fully satisfied that the oversight is attributable to unforwards circumstances.—

In regard to the terms for which the rents should be put up I am to explain that although the Government desire to see the larger contracts taken for extended periods, it will still be left to your discretion to adopt their System to such extent as you perceive to be consistent with the public interests and with the views already expressed in any particular case by Board or by Government as for instance the rental of the Mangalore

Mangalore talook Alikerry to the Billawars. — should these people be unable to tender for a five years rent it will be at your discretion to adhere to his usual course.—

4 In regard to the Ferry farms the — Board are of opinion it is not desirable to enter over the long leases at present.—

5 The amount to be fixed as the minimum upset price may be taken from the averages you have prepared of the results of the sales during the previous years a notice stating the terms of sale and amount of upset price should however be at once forwarded to their offices or insertion in the Gazette—you will observe that similar notice from other Districts have appeared in — recent issues of the Gazette.—

Revenue Board office
Fort St. George " "
28th April 1856 "

/Signed/ G. S. Forbes
Secretary

(934)

B. No. 1287

From Coll. C. C. Faber "
Chief Engineer D. P. W.

No. 54

To

The Secretary to the
Board of Revenue
Fort St. George

Sir

I have the honor to acknowledge the receipt

Fort St. George 28th April 1856.

receipt of your letter of the 10th Instant and to state for the information of the Board, that I shall not be able to proceed finally with the Lithographing of the Talook maps of Trichinopoly, until I am put in possession of the revised boundaries and the delay which the Board anticipate on this account it is much to be hoped may through their obliging help, be of the shortest possible duration as copies of Trichinopoly will shortly be advertized for sale in both sheets and whole maps, and it is most desirable that I should be able to add to these a complete set of Talook maps so that the whole series for the Provence should be complete.—

2 Next to Tanjore which is now under rapid Correction, and which will soon be ready for the Press I would suggest the maps of Nellore for the favorable consideration and obliging early concurrence of the Board of Revenue.—

Govt. Lithe. Press
Central office of P. W.
Fort St. George 19th April 1856
B. No. 1256

Proceedings thereon
(934-35)

Resolved that a copy of the above recorded letter be furnished to the Collector of Nellore who will expedite his Report on the Collector of Cuddapahs' Proposals for the transfer of the Village alluded to in the 5th para of his letter dated 20th March 1856 and which was communicated to him with the Board's Proceedings under date 12th April 1856 in order that the Chief Engineer may be enabled to take up the map of Nellore for Lithographing, at an early date.

Fort St. George 28th April 1856.

No. 69.

To. G. S. Forbes Esqre.
Secretary to the Board of Revenue
Fort St. George.

(936)

B. No. 1346.

From the Collector of Tanjore—

Reporting on the terms on which the Paliavanum Poliput is held.

Sir,

Para 1. I have had the honor to receive an Extract from the Boards proceedings dated the 5th of February last, communicating to me a Memorandum from the Deputy Secretary to Government, in which information is required as to the terms on which the Poliput of Paliavanum is held.—

2. It is not clear at what period this poliput was granted, but it was during the reign of the Gentoo Rajahs, and previous to the Seizure of the Country by the Mahrattahs. A Sicca Sunnud, dated in 1738, issued by the Rajah Shabojee has been forwarded to me from the Palace records, it makes a grant to the Poligar of the Ardanghy Country, and Fort, but

Vide para 5 from Sec. Collector to Bd. of Revenue 18th August 1840.

give

Fort St. George, 28th April 1856.

gives no information regarding Paliava-
-nun, By an urzee Rocca recorded in this
Office on our assumption of the Country
it appears that, from 1738, to 1762, the Po-
-liput comprised a territory, the revenues
of which amounted to 22,462 Chuckrums
and the peishcush of which was 360 Chuck-
-rums - that from 1763 to 1772, the poliput
was under attachment, during the ascendan-
-cy of Manajee Row the Sirkele was
with the exception of a small piece of
land yielding an annual revenue of
3000 Chuckrums, allowed for the Po-
ligars support - that from 1773 to
1775, this small tract was resumed
when the Nawal of the Carnatic
Zufted Tanjore for arrears of the
tribute due from the Rajah, that the
resumption was continued in 1776 by
the Rajah, on the Nawab's Zuft
being

Fort St. George, 28th April 1856

being relinquished - and that from 1777
so much of the Poliput was restor-
-ed to the Poligar by the Rajah -
Toolajah, as would yield an an-
-nual revenue of 10,000 Chuckrums,
and was charged with a peishcush
of 2,000 Chuckrums, one half of which
was to be annually remitted, on the Poligar
Keeping on foot an armed force of 105
men.

3 On the assumption of the province
by the British Government, the Poliput
Comprised 57 Villages, the revenues
from which were entered in account
as Chuckrums 9,478 — 7 — 2, the balance
of 521 — 2 — 30, being deducted on ac-
-count of 15 Villages alienated by
the Poligar - the peishcush was -
then Chuckrums 1,955 — 2 — 14, under
the following arrangement -

original

	Chuckrums	Fanams	Cash
Original Peishcush	2000	"	"
Deduct remission on account of armed force	1,000	"	"
Balance	1,000	"	"
Add the above on the discontinuance of the obligation to keep an armed force	1000	"	"
	2000	"	"
Deduct on account of Villages alienated by the Polizar	58.	"	4
	1941.	9	28
Polzars fee at 1/2 per Cent	9	7	4
Pussoora allowances.	3	5	28
	1955	2	28.

4. In Mr. Harris' report on the Settlement for Fusly 1210 the peishcush is entered as Chuckrums 1957—3—21. or Rupees 3046 12—9, and to this, the amount of Cavil free or Rupees 7151—1—7 and the Natcurnum's pay or Rs. 7—13—8 being added, the present peishcush is Rs. 3786—12—"

Tanjore —
Tranquebar,
22nd April 1856.

(Signed) H. Forbes
Collector.

Proceedings

B. No. 1246.

Proceedings thereon.

(936-37)

In Cons. 5th February 56.

Ordered that the above letter be submitted to Government with reference to the Official Memorandum from the Deputy Secretary to Government under date the 22nd January 1856. No.

938

After B. No. 1321.

From J. B. Norton Esqre. Govt. Pleader.

To, G. S. Forbes Esqre.
Secretary to the
Board of Revenue.

Sir,

I have the honor to acknowledge the receipt of your letter of the 7th April with its enclosures herewith returned.—

I have pencilled the alterations which have struck me as desirable, with which the Draft Act appears to me to meet the objects for which it is framed.

I am of opinion that Act 42 of 1850 does apply to all public works in this Presidency, and not only to those undertaken under act 22 of

of

Fort St. George, 28th April 1856

of 1852 I have therefore not added a clause making it expressly applicable to this act.-

Madras
22d April 1856

(Signed) I. B. Norton
Government Pleader-

Ordered to be submitted with the following letter.-

938-39

To,
The Secretary to
Government
Revenue Department

B. No. 1260.

To the Secy. to Govt. Rev. Dept.

Sir

I am directed by the Board of Revenue to submit for the approval of Government the draft of a Bill empowering Government "to charge proprietors of land with a share of "the cost of improvements undertaken, by "Government and benefitting both Government lands and the lands of such proprietors."-

In 12th Feby/56.

2. The Board have prepared this Bill in conformity with the instructions of Government conveyed to them in Extract Minutes

Fort St. George, 28th April 1856

Minutes Consultation dated 24th December 1856. No. 1376 and 19 March 1856 No. 319- The draft has been laid before the Government Pleader and has received such verbal emendations as he found it necessary to make, these are noted in red ink.

In 7th April/56.

* Enclosure A to this letter (D/7th April/56.

D/22d in/28th April 56 A after 1321.

B (Encl. in To Govt. Pleader 7 Apl 56 No. 1029)

3. Mr. Norton's letter is forwarded for the information of Government, and the draft act is accompanied by a Minute explanatory of its objects- The rules for the selection of arbitrators and defining their functions have been extracted from act XX of 1852.-

Revenue Board Office
Fort St. George,
28th April 1856

(Signed) G. S. Forbes
Secretary

Government Pleader's emendations are written in red ink.

A

An Act to facilitate the construction and repair of certain Public works in the Presidency of Fort Saint George.-

I Whenever it shall appear advisable to the Governor of Fort St. George in Council to construct any new, or to extend or improve any existing work or works for the drainage or irrigation of lands, or for their protection from inundation it shall be competent to

to him to make a declaration to that effect in a Minute of Consultation, and thereby to order that such works be constructed and that the cost of their construction and subsequent repair be borne Jointly by Government and by the holders of any permanently settled or Enam lands which benefit by them, in proportion to the benefit which each landholder concerned receives.

II The works alluded to in this act to which is applicable are river embankments, tanks, channels, whether of supply or for drainage, with their bridges, locks, and dependant works. Weirs of every description and generally all works for the prevention of inundation, or the improvement of drainage or irrigation.—

III The lands to which the present act is applicable are Zemindaries or Mootahs, Shotriems Saglires, Enams, and Villages or Estates under rent that is to say, all lands permanently settled or under rent, or on which the public assessment has been alienated wholly or in part.—

IV It shall be competent to lawful for the Governor in Council when the construction of any work is ordered under this, to direct that the execution of the work be undertaken entirely by

by the Officers of Government. But in this case no money shall be demanded from any landholder under this act on account of the work (unless in pursuance of a Voluntary engagement) until the work is so far Completed as to benefit the lands affected by them the said work, and then only in the proportion of the benefit obtained. The Certificate of the Civil Engineer, or executive officer and Collector shall be Conclusive evidence that the work is thus useful.

V When a work has been Constructed and its Cost apportioned under this act the local officers of Government may afterwards undertake its ordinary repair, and with the orders of the Governor in Council, Collect from each party Concerned on an order from the Governor in Council, his share of the Cost of such repairs which is to be partitioned in the same ratio as the original outlay.—

VI. On the Completion of a work the Collector of the District or such Officer as the Governor in Council sees fit to appoint, shall issue a Notice Calling on the parties interested in the lands affected by the works and

more

more especially the registered Proprietors of such lands to attend his office either in person or by an authorized agent, within a period of days to hear the details of the expenditure and his apportionment of its amount among the parties interested ~~Five~~ whereupon notice shall be written in the language of the District and be published in the Collectors' Office and in the Villages where the lands are situated.—

VII If none of the parties interested shall attend, the Collector shall publish in a similar manner a second notice, notifying the portion of the expense of the work awarded by him against each party interested, and if all ~~the parties still abstain from attending either in person or by an authorised agent~~ it shall the Collector shall proceed on the expiration of ( ) days from the date of this second notice to Collect the sums so awarded under the ~~four~~ powers of this act.

VIII. If all or any of the parties interested shall attend at the Collectors Office, and shall dispute his award, the points in dispute shall be

be referred to the determination of arbitrators to be appointed in the manner hereinafter provided.—

IX Two persons shall be chosen to act as arbitrators on the part of Government, by the Collector or other Officer duly appointed as aforesaid, and the party or parties interested in the land shall be called upon by the said Collector or Officer to elect within fifteen days, two persons to act as arbitrators on his or their part If there be several parties interested as aforesaid, and they cannot agree within the required period in the election of persons to act as arbitrators on their behalf, then and in that case each of them shall nominate one person whom he may desire to act on his behalf and the said Collector or Officer shall choose by lot, out of the persons so nominated by the parties aforesaid,

transcribed from regulation XX of 1852. section 7.

or

or by any of them, two persons to act as arbitrators on behalf of the parties interested in the land. If only two persons shall be so nominated by the parties interested in the land, they shall be the arbitrators on behalf of such parties whether the whole of the parties interested as aforesaid may or may not have been concerned in their nomination. If only one person shall be so nominated, then only one of the persons selected to act as arbitrators on the part of Government, shall be employed on the duty. If the parties interested in the land shall refuse or neglect, or if, by reason of minority lunacy or absence from the Presidency, they shall be unable to make any nomination within the required period then the said Collector or Officer shall and may select two impartial persons

to arbitrate the matter between Government and the parties interested in the land.

Section VIII of Regulation XX of 1852

X. Before the arbitrators proceed to arbitrate, they shall be required by the said Collector or Officer, to appoint an umpire for the decision of any points whereon they may differ in opinion, when the voices on each side shall be equal. If the arbitrators cannot agree in the selection of an umpire the said Collr or Officer shall be authorized to choose some person to act as such.

Section IX Regulation XX 1852

XI. In cases wherein the arbitrators may differ in opinion if the voices on each said shall be equal, the decision of the umpire on the point of difference shall be conclusive, in all other cases, the opinion of the majority of arbitrators shall determine the award.

Do.

Section X Regulation XX 1852

XII. The arbitrators shall hold their enquiry under the General Superintendence of

Section X
Regulation 20 1852

Dr.

of the Collector or other Officer appointed as aforesaid, who shall be competent to exercise towards them such powers and authority for the purpose of securing their attendance and the due Completion of their award, as the courts of Judicature may legally exercise towards persons summoned as witnesses before them for the purpose of compelling such witnesses to attend and give evidence. It shall further be competent to the Officer presiding, in the event of any unnecessary delay on the part of the arbitrators, in any determining any question referred to them, to call upon them to make their award within a specified time and on default thereof, to refer such question to the umpire for his decision.—

XIII. The said Collector or other Officer appointed as aforesaid shall, on the application of the arbitrators summon any witnesses whom the arbitrators may call for and whom the

Section XI
Regulation 20 of 1852

parties may not be able to produce before them without such process. He shall also cause the proper forms of affirmation to be executed by any witnesses whom the arbitrators may desire to examine upon affirmation, or he may empower the arbitrators to administer or cause the execution of such affirmation if the witnesses cannot with convenience attend before him. Any witness who shall refuse or omit to appear when duly summoned by such Collector or Officer or who shall appear but shall refuse to execute the affirmation to be administered as aforesaid or who shall refuse to give evidence shall be liable to the same punishment which would be incurred under the law by a witness refusing to appear or give evidence before a Court of Justice. Any person giving intentionally and deliberately a false deposition under a solemn affirmation in any case referred to arbitration as above and upon a point material to the issue thereof, shall

Section XI
Regulation 20 of 1852

shall be held to be guilty of perjury and shall be liable to the penalties prescribed for that offence by law, and any person causing or procuring another person to commit the offence of perjury, as above described, shall be guilty of subornation of perjury and punishable according to law—

XIII. It shall also be competent to the Collector, or other Officer appointed as aforesaid to demand from the parties interested in the lands affected by the work, the production of any accounts, title-deeds, or other documents which may be required by the arbitrators for the purposes of their enquiry, and in the event of such accounts, title-deeds or documents being withheld, and the fact of their existence being proved by information given upon solemn affirmation to order the seizure of such accounts, title-deeds and documents wherever they may have been deposited in the manner prescribed by section IX Regulation IX of 1822 of the Madras code, and to exercise for that purpose the powers thereby vested in Collectors

Section XII Regulation 20 of 1852

XV The arbitrators shall take into consideration the statements of the parties interested in the said lands & of the Collector or other Officer aforesaid on behalf of Government, and after examining the evidence offered on both sides and making any further enquiry that may appear to them necessary shall pass their award. In fixing the portion of the cost of the work to be borne by Government and each party interested the arbitrators shall consider the degree of injury prevented or the gain obtained as well as the extent of the lands affected.—

XVI On the close of the enquiry the arbitrators or umpire shall deliver to the Collr or other Officer appointed as aforesaid a full & complete report and award upon the questions submitted to their arbitrators under their respective signatures specifying the portion of the cost to be borne by each party interested respectively with a solemn declaration subscribed thereto, that the award so given is to the best of their Judgement true and impartial and according

according to the evedence adduced before them, and they shall at the same time deposit with the said Collector or officer the whole of their proceedings.—

XVII The decision of the arbitrators or umpire shall be forwarded to the Board of Revenue for submission to Government, and on being confirmed by the Governor in Council shall be forthwith carried into execution in the manner hereinafter mentioned

XVIII. The decision of the arbitrators or Umpire shall not be altered by the Governor in Council in favor of Government. but upon complaint made and on proof of partiality or misconduct on the part of the arbitrators or umpire or on proof that the award is in itself unjustifiable the portion of the cost awarded against the different land holder or landholders may be corrected by the Governor in Council.

XIX If the arbitrators and umpire fail to pass a decision within 3 months from the date of the question being referred to arbitration it shall be competent to the Governor in Council to carry the award of the Collector into effect under the provisions of this act.—

XX In cases referred to arbitrators under the provisions of this act any necessary expenses which may attend the enquiry of the arbitration whether for the diet of witnesses or otherwise, shall be apportioned among the Government and all the parties interested in the same manner as the cost of the work.—

XXI The portion of the cost of a work awarded against the land holder under this act shall be recoverable by the attachment and sale of his real and personal property in the same manner as an arrear of Land Revenue.—

XXII It shall be optional with any landholder to pay the amount awarded against ~~them~~ him 1st in money either at once or by such instalments with interest as the Governor in Council may sanction or 2nd by an addition to the assessment of ~~their~~ his lands in which case the additional assessment is to shall be fixed so as to give annually — percent on the sum awarded, with an allowance for the expenses of annual repairs and its details ~~are to be~~

shall be arranged by the collector with the approval of the Board of Revenue and Government In this the case lastly above mentioned Government is to be bound to keep the work in repair, or remit this extra assessment

XXIII It is hereby enacted that where Government shall erect any new works of irrigation at its own charge it shall be empowered to fix an equitable rate for water thus there supplied to permanently settled enam and other lands and to collect it under the same rules as an arrear of land revenue.

XXIV. Existing works of irrigation [illegible] used by Government and partly by Zemendars Enamdars, Renters of Villages or estates, or by holders of Shotrem Jaghire and hoccabut lands ~~are to~~ shall be repaired at the expense of Government [illegible] all parties interested and the Governor in Council

authorized to order their repair and the collection of the portion of the cost due by the different landholders interested under the provisions of this act.—

Put this in red ink as it was entered at the Suggestion of Mr. Norton.

XXV. The following words and espressions in this act shall have the several meanings hereby assigned to them unless there be something either in the Subject or Contesct repugnant to such Construction, that is to say,

Words importing the singular number only shall include the plural and words importing the plural number only shall include the singular

Words importing the masculine gender only shall include females.

The word "land" shall extend to tenements and hereditaments of any tenure, and all houses, buildings, walls, or appurtenants thereupon as well as land.—

The espression "party or parties interested in the land" shall be understood to mean all parties interested in the land either for life or for years, or in remainder reversion or Succession, and all trustees cestingue trusts mortgagees incumbrancers leaseholders

or

Fort St. George 28th April 1856.

or tenants not being tenants by the month or at will of such land.

B

Minute

The act is intended to apply to works which affect lands in Zemindary or Enam as well as in Government Villages.

2. The wording of the Draft is intended to be such as to allow Government to order an extension or improvement of exciating works as well as the Construction of entirely new ones.

3. The repair of works now exciting down those of Irrigation, are left to be borne as heretofore by Government, in accordance with Extract Minutes of Consultation 21st December 1855 P.10.

Section 1- authorises Government to Construct not only works to protect lands from injury such as river embankments but also works to improve the value of land, such as channels for Drainage or irrigation &c. This is in accordance with

Fort St. George 28th April 1856.

with the orders of Government Given in Extract Minutes of Consultation Dated 21st December 1855 P.7

4. It is further provided that Government may decide of its own authority what works are to be undertaken. This is laid down by Government in Extract Minutes of Consultation 21st December 1855. P.6- but in practice efforts would first be made to obtain the Concurrence of the difference Landowners interested.

Section 4. appears necessary to ensure the Construction of works ordered by Government when the other parties interested do not give their Concurrence or appear unable to aid in Constructing them with proper Skill. It will not hinder Government allowing Landowners to undertake portions of such works as they are able and willing to perform. as a Security to Landholders, it is provided that they are not to be called upon for money under this act, except with their Consent until they actually derive benefit from a work.-

Section V- In Extract Minutes of Consultation

21st

Front St. George 28th April 1856.

24th December 1855 P.10 it is desired that provision should be made as far as possible for deciding when the cost of repairs is to be regarded as a local charge and when to be recoverable from the body of Contributors generally. It is considered that the former can only be the case when the parties interested perform each their part of the work by Voluntary agreement, and when all parties are thus willing to act harmoniously the provisions of this act would not be required on this account and in Consideration of the Iffficulty of providing for a point so variable in its nature by a legal enactment, it is thought best to limit the draft to authorising Government to repair the works which it Constructs under this act.

Section VI. This Section Speaks of the Collector of the District or Such Officer as the Governor in Council Sees fit to appoint, because the same work may affect lands in more than one District.

5. The arrangement that the Collector is first to propose an apportionment of the cost of a work seems necessary and agrees with the intention of Government as expressed in Extract Minutes of Consultation 21st December 1855. P. 11.

Front St. George 28th April 1856.

Section VII. is proposed as necessary. The act Contemplates landowners who will not Voluntarily take part in Constructing works: and it cannot be expected that Such parties will attend the Collectors Office to be taxed unless Compelled.

Sections VIII to XIV are taken from act 20 of 1852.

Sections XV and XVI resemble Selections 13 and 16 of act 20 of 1852.

Section XVII. This Section is made necessary by Sections XVIII and XXII.

Section XVIII. The question of providing for any appeal from the decision of the arbitrators presented Iffficulty. Under Section XIV. act 20 of 1852. the Civil Court Can set aside the award upon Corruption being charged and proved against the arbitrators or Umpire, and a Second Set of arbitrators is then to be chosen whose decision is final.

6. But in the cases under the present act the point will turn principally on the extent of lands benefited by a work and on the degree of the benefit. On these questions it seems more proper that Government Should Consult the Revenue Board than that the decision Should be left to a Civil Court

Fort St. George 28th April 1856.—

Court especially when the Lands affected may be in the Jurisdiction of Several Courts. But when the award is therefore left to be Confirmed by Government it Seems proper that Government should not alter the award to its own benefit and an enactment to this effect Seems unobjectionable as the works to which the act refers are undertaken by the express order of Government who are thus able beforehand to weigh all the probable gain and risk. The Board are further led to believe that Such a clause will meet the Concurrence of Government, who have expressed a wish (in para 3 of Extract Minutes Consultation Dated 13th July 1855) that the arbitration Should be So arranged as to be beyond Suspicion.

Section XIX. This Section goes one Step beyond act 20 of 1852 by providing for Such a Contingency as the failure both of the arbitrators and the Umpire to pass a decision.

Section XX. Under act 20 of 1852 Government justly bear the expense of arbitration because the point at issue is the value of the land which has

Fort St. George 28th April 1856.—

has been taken by them without the owners Consent Here there is a difference and the expense of arbitration like the cost of the work Seems fairly to belong to all the parties benefited.—

Section XXI. By making the land answerable all difficulty in finding out its real owner is removed.—

If Considered expedient, the right of Sale might be limited to the land affected by the work as recommended in the Board's Proceedings of 26th October 1855. P.6.

Section XXII. is founded on the instructions of Government given in Extract Minutes of Consultation 21st December 1855. P.9. When a Landowner agrees to pay an extra assessment instead of his Share of the outlay it has appeared desirable to free him from other demands for repairs

Section XXIII. is founded on the instructions of Government given in Extract Minutes of Consultation 13th July 1855. P.4 with an explanatory Clause that no new charge is to be made for water Supplied unless Government bears the cost of the work.

Section XXIV. is found on the instructions of Government given in Extract Minutes of Consultation 24th December 1855. P.13.

(Signed) G. S. Forbes
Secretary

Resolved that the following Statement be despatched to the Secretary to Government Revenue Departt.

Statement.

Fort St. George 28th April 1856.

68/15

Bd. No 7303
Circular to all Collectors including Madras and copy to the Commissioner Northern Circars and Register of Sudr Adalut

941

Circular

Sir

A case having recently occurred involving a principle of some importance and one which it is desirable should be clearly understood the Board of Revenue have directed me to furnish you with the following brief detail of the particulars for your information and guidance.

2. On the 25th June 1855 a party entered into a Contract with the Board of Revenue to land at Calcutta within the months of July, August and September 1856. three lacs of Maunds of Salt Freight for the same was to be paid on delivery at the rate of 18 Rupees per hundred Indian Maunds and the Contractor bound himself to forfeit 10 Rupees for every hundred Indian Maund not delivered within the prescribed period unless it should be proved that the delay had been occasioned by Government Officers.

3. In security for the fulfilment of his agreement the Contractor deposited with the Board a Bond for 57,00 Rupees.

Minus

Fort St. George 28th April 1856.

68/15

Bd. No 8725
Statement Shewing the State of the season in the undermentioned districts during the Month of March 1856.

940

District and Date	Rain fall	State of the Crops and Operations	Prices whether rising falling or Stationary	Further Remarks
Mysore Mangalore 23 inches 24th April.	Slight Showers in some localities	All kinds of Crops have been cut except the light Crops of Rice which is Coming to maturity neither extensive nor very good.	Stationary	

Revenue Board Office
Fort St. George
28th April 1856.

(Signed) G. S. Forbes
Secretary.

4. Minus the authorized wastage of 5 per cent the quantity of Salt that should have been landed by the 30th September, was 2,85,000 Maunds; up to that date however the Contractor had only delivered 31,742 Maunds, thus rendering himself liable to penalty on the remainder at the abovementioned rate, which in round numbers came to 25,000 Rupees

5. On the expiration of the Contract time the Board of Revenue brought the circumstances of the case to the notice of Government, and as there was still a great demand for Salt at Calcutta, they requested permission to continue to supply Salt to the Vessels of the Contractor The Government accorded the necessary Sanction and the Shipments proceeded until 21st December 1854, when under instructions from Bengal they were ordered to be discontinued, but at that time nearly the whole quantity had [illegible] shipped

6. The question then arose as to whether the Contractor was liable to any penalty for a breach of the original items of his Contract.—

7. The Board of Revenue at Calcutta had stated their opinion that Considering the very high rate of freight allowed to the Contractor and the unsatisfactory out-turn of a large number of his Vessels a portion at least, if not the whole of the penalties incurred under the Contract should be levied as a Set off against the heavy expenses incurred by the Bengal Government.—

8. The Contractor however urged several excuses for the nonfulfilment of his Contract. These were all duly weighed by this Board who after a full Consideration of the whole Subject, arrived at the Conclusion that a fine of Rupees 12,606. or one half the actual amount for which he was liable should be imposed upon the Contractor. The Government Concurred in this opinion but the party failed to make good the penalty and legal advice was accordingly taken as to the proper Course to be adopted for its recovery.

9. The opinion of the Advocate General upon the case is forwarded herewith. From this you will perceive that

21st Novr 1855.

Fort St. George 28th April 1856.

that according to his view of the law when
Contract time expired the penalty to which
Contractor was liable for a breach of his
should have been claimed forthwith but
Shipments of Salt having been allowed to
made without the formality of a new Con
or notice of an intention to enforce the pe
this amounted on the part of Governm
to a Complete waiver of his breach of Con
and of the right to enforce against him
penalty thereby incurred.

10. Under the exposition of the Law,
deemed inadvisable to proceed against the C
tor and an outline of the case is now
ted for the information of Collectors when
tracts are Concluded. which it is desig
protect by similar Condition.

Revenue Board Office
Fort St. George
28th April 1856.

/signed/ G. S. Fors
Secr

Fort St. George 29th April 1856.—

Proceedings of the Board of Revenue Tuesday the 29th April 1856.—

No. 249

Extract from the Minutes of Consultation Public Works Department Under date the 20th February 1856.—

Read the following letter.

To. No. 417.

The Secretary to the
Government of
Fort St. George.—

Sir,

With reference to your letter to the address of the Secretary to the Government of India in the Public Works Department No. 594 dated the 26th September. last recommending the introduction of the Bengal System of management into the Travellers Bungalows in the Madras Presidency. I am directed by the Most Noble the Governor in Council to transmit to you for the information of the Right Honorable the Governor in Council and form an expression of His Lordships opinion in respect to the suggestions contained in it. Copy of a Letter from the Director General of the Post Office in India reporting on the subject.—

Fort William
Council Chamber
the 25th January 56

/Signed/ C. Hugh Sushington
Secretary to the Govt. of India.—

No. 1605

To

The Secretary to the Government of India
Financial Department
Fort William

Sir,

I have the honor to return the enclosed
Letter

B. No. 614
From the Secretary
to Government—

942

Financial Department.—

No. 1605 dated 27th December 1855.

letter received with your docket No. 3950 of the 15th Oc

The Madras Government propose to entertain an est
=ment of Servants at a monthly Cost of Rupee
12 — " — " as detailed in † margin at each of the
=teen most frequented Travellers Bungalow
the Madras Presidency The Cost of the prop
establishment is stated at 2,304 Rupees per annu
expected receipts at 995 the net charge at Rupee
being 191 Rupees above that at present incurred.—

† Butler 6 — " —
Matty 3 — 8 — "
Coty 2 — 8 — "
Total 12 — " — "

2 I delayed the report called for by your
docket in order that I might Consider whether it
be possible to make arrangements for providing the
which would be necessary in order to place the Tra
=lers Bungalows in Madras under a similar sy
with those in Bengal and the N. W. Ps. and Pun
The difference in the two Systems is so great that
not think that they can be completely assimila
at present but there can be no doubt that the M
Bungalows can be greatly improved by a partia
adoption of the system of the other presidencies.—

3 In Madras travellers Bungalow
are built and any Establishment which may be em
is paid by the State, no rent is levied for their occu
and they contain little furniture and few conveni
of any kind. In the N. W. Provinces and
Bengal. Bungalows with few exceptions

been built furnished and servants employed with=
=out any expense to the State, the disbursements
required being made from the staging Bungalow
Fund. The income of this fund is composed of Bun=
=galow rent Collected from travellers occupying Bunga=
=lows and of the Surplus or the difference between
the cost of Bearers Däks laid by the Post Office
and the Sum realized from the traveller. The latter
source of income has greatly diminished. but in
the N. W. Provinces provision has been made for
the support of the Bungalows by the interest on the
accumulated fund of (3) three lacs which was in=
vested under the Sanction of Government in the
4 per cent loan.—

4. In Madras though bearers are collected and
posted by Officers of Government the service is per=
=formed gratuitously. the actual cost of each Däk
is paid by the Traveller and there is no Surplus
to be credited to a Bungalow Fund. Hitherto
nothing has been charged for the occupation of
Bungalows and consequently the whole cost of
their erection and maintenance has been a charge
upon the General Revenue.—

5. The accommodation in different
Bungalows varies considerably but generally they
merely afford shelter and are unprovided with
cooking utensils or any of the necessaries required

by

by Travellers. The measure proposed by the
Government will add greatly to the comfort of all
travellers who are without a marking Establish
and will not I am disposed to believe add
all to the present Cost of the buildings. I doubt
necessity of having three Servants at each Bun
-low and believe that generally a Cook and a
would be found to be sufficient. when a Bungal
is much frequented the profits of the Cook in
proportionately and he should be required t
an assistant.—

1 Butler or Cook 7
1 Sotyar sweeper 3
10

6. It is stated that it is not intend
once to introduce the System into all the Pu
Bungalows but to make a trial of it in
instance in seven of the most frequented
respectfully submit that the whole number
Bungalows on the lines selected should be
= ly furnished and the occupation fee levied
if this is not done the experiment must fail a
regards one large class of travellers those wh
travel in their own Bullock carriages. The
object of furnishing Travellers Bungalows
providing servants is to obviate the necessity
each traveller encumbering himself with he
Bulky and fragile articles such as Cook
Pots and Crockery; when all the Bungalows

long line are furnished a traveller can proceed
with very little baggage and can have no reason to
complain if a fee is required for the Shelter and
accommodation afforded to him.—

7. The fee for occupation of a Bungalow
for a few hours not exceeding 4 should not be more
than 8 annas for each person many persons travel
= ling by Horse Dâk are deterred by the Charge
of one rupee for making halts which they otherwise
would & the reduction was found popular and profit
= able in the N. W. Provinces and I believe in Bengal also.—

8 In the estimate of furniture proposed for
each Bungalow I observe that probably by an over
= sight Bathingroom furniture is altogether omitted.—

9. In my opinion a fee should be
levied for the occupation of every Public Bungalow
it is not necessary that there should be an additional
establishment of servants at any but those most
frequented, but all Should be clean and
be supplied with Cooking utensils, bathing
room furniture, and Crockery which might all
be under the Charge of the Peon who is attached to
each. if this were done and servants employed
where necessary I do not think that
the levy of Bungalow rent would for any
length of time be unpopular the receipts would
not cover the expenses but the Charge to the

State

Fort St. George 29th April 1856.

state would be less than it now is and the accommo-
tion afforded to the traveller would be much greater.-

/Signed/ H. B. Riddell

Director Genl. of the P.O. in I.

/A True Copy/

/Signed/ Hugh Lushington

Secy. to the Govt. of Ind.

The Travellers' Bungalows

being under the charge of the Collectors

and the Board of Revenue it is ord-
that this letter and its enclosures
referred to the Board for their re-
with reference to the previous corres-
=ence on the subject with the
late Board of Public Works
as noted in the margin, which wo-
be communicated to the Board.-

/A True Extract/

To

The President and Members
of the
Board of Revenue

/Signed/ J. B. Boardil
Secy. to Governme

From. Bd. of Revr. D. P.W.
d/ 15th March/ 55 No. 985
Encs. Mn. of Cons. 18th
March 1855 No. 117
From. Bd. of Revr. D. P.W.
d/ 30th July/ 55 No. 737
To the Govt. of India
d/ 20th September
1855. No. 574
From the Comr. of Mysore.
d/ 23d April 1855
No. 30.
Order thereon 2d May/ 55
No. 179.

Fort St. George 29th April 1856.

Public Works Department

Encs. No. 1.

No. 117

Extract from the Minutes of Consultation
Under date the 13th March 1856.

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

No. 935

To Sir. H. C. Montgomery Bart
Chief Secretary to Govermt

Sir,

The Government is aware that

Letter augt 7th 1848 No. 592
2 Lists
1 Chief Engineers Memo

in 1848 the Board of Revenue in compli-
:ance with instructions submitted a list
of proposed supplementary Rules for the
occupation of Public Bungalows by
Travellers the object of which was the
provision of more convenient accommo-
:dation with a moderate Charge for the
use of the Bungalow and the Services
of the attendants.-

2 In the order of Government

No. 329

dated October 2d 1852, the above mentioned
letter was noticed but the Board have not
received final orders on the subject and
the Chief Engineer, having as a Member of
the Board been made acquainted with the
correspondence

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correspondence that has taken place has now suggested in preference to the propos: tion of 1848 the adoption of the Bengal or the Bombay system of management its equivalent in the Madras Bungalow

3 According to this system to servants with a sufficiency of furniture cooking utensils and table equipage are allowed for each Bungalow, and the expenses are defrayed by a charge of 1 Rupee to every traveller occupying the bungalow for 24 hours or under.-

4 The result of this arrangement is, that while some of the bungalows being little frequented do not pay the expenses, others yield a surplus so con: siderable as to cover the deficiencies and the maintenance of the Bungalow consequently costs nothing it is be: lieved to the Government.-

5 It however appears from the accompanying statement List No. 1 of the probable cost of the new arran: ments compared with the returns th may be expected that the proposed change of system could not be ge: nerally introduced without loss even after making allowance

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for the acknowledged defectiveness of the registers of Travellers - The Board therefore propose that in the first instance an experiment of the new arrangements shall be made upon the Roads from Madras to Oossoor and Palmanair both which lead to Bangalore upon the Road from Bangalore to Cannanore commencing at the Mysore frontier and upon the roads from Wanieambady to Dotacamund and to Ponany.-

6 The expense and probable re: turns of this arrangement will be as follows, List No. 2 supposing it to be introduced at each Bungalow.-

Present Establishment - - - -	2970- 4- 0
Additional Establishment	6768- 0- 0
Furniture for the 1st year - -	3525- 0- 0
Probable returns - - - - - -	4610- 0- 0

7 On the other hand if the arrange: ment is confined to those Bungalows where travellers may be expected to halt under the present altered mode of travelling and the Board beg to recommend that this be adopted in the first instance / the probable

results

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results will be as follows.

	Present Cost	Estimate of new Establishment	Furniture 1st year	Furniture
No. 1 Madras to Palmanair 3 Bungaloes marked with Asterisks in List No. 2	273-10-	432-	225-	Rs.
No. 2 From Arcot to Ossoor Madras and Bangalore Road via Ossoor 3 Bungaloes Ds — Ds	472-12-	438-	225-	Rs.
No. 3 From Hoonsoor to Cannanore. On Road from Bangalore to Cannanore 1 Bungalow in Ds — Ds	57-9-	144-	75-	Rs.
No. 4 From Vaniembady to Ootacamund 6 Bungaloes — Ds — Ds	287-13-	864-	450-	Rs.
No. 5 From Vaniembady to Ponany as far as Avenashy the same as Road No. 4 4 Bungaloes Ds Ds	230-6-	576-	300-	Rs.
	1022-2-	2448-	1275-	Rs.

Madras
13th November 1854

(Signed) J. H. Bell
Secy Board of

Fort St. George 29th April 1856

List No. 1 Showing the Cost of additional Furnitures and Establishment proposed for travellers Bungalows.

Cost of pots and pans and additional furniture for each staging Bungalow

2 wash hand Stands complete -- Rs. 10 each Rs 20-- --
Table furniture as per Colonel Fabers list say -- 40-- --
Cooking Utensils -- -- 15-- --

Rs 75-- --

Rupees 75-- -- prime cost to furnish the bungalows properly

Servants wages

One Butler at 6-- -- a month
1 Mate - 3 - 8 - --
1 Coty -- -- 2 - 8 - --

Rs 12 - -- --

Gonjam or Rupees 144-- -- per annum

	Present Cost	By new arrangement at Rs each	No. 7 travellers	Gain	Loss
Itchepoor	57 10 -	144 -- -	80	-- -- -	6 6 -
Cunahetty	57 10 -	144 -- -	75	-- -- -	11 6 -
Harry Pooram	57 10 -	144 -- -	136	49 10 -	-- --
Causehoogah	57 10 -	144 -- -	66	-- -- -	20 6 -
Pata Pickaly	57 10 -	144 -- -	43	-- -- -	43 6 -
Gopaulpoor	57 10 -	144 -- -	60	-- -- -	26 6 -
Poody	57 10 -	144 -- -	27	-- -- -	59 6 -
Ingely	57 10 -	144 -- -	43	-- -- -	43 6 -
	461 -- -	1152 -- -	530	49 10 -	210 10 -

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	Present Cost	By new arrangement	No. of travellers at 1R each	Gain	Loss
Vizagapatam					
Nookapully	57 10	144	10		82
Yelmunchilly	57 10	144	10		82
Cassincottah	57 10	144	33		57
Soobanarum	57 10	144	6		86
Cottaumlsa	57 10	144	7		85
Rheemasingee	57 10	144	4		88
Vizianagrum	57 10	144	6		86
Conadah	57 10	144	15		77
Cottapalum	57 10	144	24		68
Coopily	57 10	144	1		86
Wataddah	57 10	144	3		84
	567 14	1584	119		847
Rajahmundry					
Tooney	57 10	144	28		59
Annaveram	57 10	144	17		70
Dhurmaveram	57 10	144	20		67
Juggumpettah	57 10	144	33		54
Rajah Nagaram	57 10	144	48		39
Rajahmundry	57 10	144	27		60
Pungody	57 10	144	6		81
Modapollum	57 10	144	6		81
	460	1152	185		557
Masulipatam					
Nullajerlah	57 9	144	39		47
Bheemadole	57 9	144	43		43
Ellore	57 9	144	67		35
Ramachendrarumpett	57 9	144	40		44
Gunnaveram	57 9	144	43		43
Bezoarah	57 9	144	43		43

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	Present Cost	By new arrangement	No. of travellers at 1R each	Gain	Loss
Masulipatnam					
Masulipatam	57 9	144	19		67 7
Nedoomahe	57 9	144	37		49 7
Veyoor	57 9	144	61		25 7
Kunkepaud	57 9	144	33		53 7
Ibraimputnam	57 9	144	42		44 7
Chuckicta Koolah	57 9	144	40		46 7
Nundegamah	57 9	144	59		27 7
Shair Mahomedpett	57 9	144	49		37 7
Comarabundah	57 9	144	59		27 7
Moongah	57 9	144	57		35 7
	921	2304	724		659
Guntoor					
Mungalagherry	57 4	144	97	11 12	
Guntoor	57 4	144	40		46 12
Rettypaud	57 3	144	21		65 13
Purchoor	57 4	144	35		53 12
Incole	57 4	144	36		50 12
Pondigul	90 7	144	66	12 7	
Datchapully	90 7	144	129	75 7	
Pudoogooralla	90 7	144	129	75 7	
Nacrikul	90 7	144	73	19 7	
Rumpecherla	90 7	144	121	67 7	
Comalapaud	90 7	144	82	28 7	
Banpetla	57 4	144	30		56 12
Inacondah		144	4		140
	886 1	1872	863	290 6	413 13
Nellore					
Nagoolooppulpaud	57 9	144	34		52 7
Ohyole	90 8	144	62	8 8	
Pungatoor	90 8	144	33		20 8 8
Sungaracondah	91 2	144	57	4 2	

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	Present Cost	By new arrangement	No. of travellers at 1 Rupee each	Gain	Loss
Nellore (Contd)					
Ramakpatam	90 8 -	144 - -	95	41 8 -	- -
Mamiladoorroo	91 2 -	144 - -	113	60 2 -	- -
Alloor	91 2 -	144 - -	113	60 2 -	- -
Codavellore	91 2 -	144 - -	113	60 2 -	- -
Nellore	91 2 -	144 - -	113	60 2 -	- -
Venkatachella Chuttrum	91 2 -	144 - -	232	179 2 -	- -
Gordoor	91 2 -	144 - -	18	- - -	34 14
Wajelly	91 2 -	144 - -	18	- - -	34 14
Nallahally	91 2 -	144 - -	102	49 2 -	- -
Sooloopett	91 2 -	144 - -	112	59 2 -	- -
Anumbaukum	91 2 -	144 - -	42	- - -	10 14
Udunky	91 2 -	144 - -	27	- - -	25 14
Vellapully	91 8 -	144 - -	134	80 8 -	- -
	91 2 -	144 - -	134	81 2 -	- -
	1573 1 -	2448 - -	1439	683 8 -	179 14
Cuddapah					
Tullapoddatoor	54 9 -	144 - -	11	- - -	78 7
Jittomarrapully	54 9 -	144 - -	6	- - -	83 7
Cheelamacoor	54 10 -	144 - -	20	- - -	69 7
Oppiapully	54 10 -	144 - -	16	- - -	73 7
Cuddapah	57 10 -	144 - -	7	- - -	79 7
Wontimettah	54 9 -	144 - -	5	- - -	83 7
Nundaloor	54 9 -	144 - -	15	- - -	73 7
Poolampett	54 9 -	144 - -	14	- - -	74 7
Codoor	54 10 -	144 - -	11	- - -	77 7
Balapully	57 10 -	144 - -	15	- - -	73 7
Rojchoty	33 10 -	144 - -	7	- - -	103 7
	585 9 -	1584 - -	126	- - -	809 7

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	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss.
Kurnool.					
Kurnool	57 9 "	144 " "	44	" " "	42 7 "
Chinna Tanjore	57 9 "	144 " "	not yet finished.		
Yeldoorty	57 9 "	144 " "			
	172 11 "	432 " "	44	" " "	42 7 "
Bellary					
Bellary	57 9 "	144 " "	13	" " "	73 7 "
Kooditinee	57 9 "	144 " "	29	" "	57 7 "
Godeganoor	57 9 "	144 " "	7	" " "	79 7 "
Hospett	57 9 "	144 " "	4	" " "	82 7 "
Bellahoonshee	57 9 "	144 " "	5	" " "	81 7 "
Kumpsangur	57 9 "	144 " "	5	" " "	81 7 "
Kurrupol	Under Construction				
Herpenhully	57 9 "	144 " "	4	" " "	82 7 "
Purmadevenhully	57 9 "	144 " "	38	" " "	48 7 "
Goodacut	57 9 "	144 " "	18	" " "	68 7 "
Pantacottacherroo	57 9 "	144 " "	24	" " "	62 7 "
Goontacut	57 9 "	144 " "	24	" " "	62 7 "
Gooty	57 9 "	144 " "	28	" " "	58 7 "
Royelcherroo	57 9 "	144 " "	11	" " "	75 7 "
Tandpatry	57 9 "	144 " "	15	" " "	71 7 "
Honoor	57 9 "	144 " "	12	" " "	74 7 "
Gollah	57 9 "	144 " "	12	" " "	74 7 "
Paroor	57 9 "	144 " "	4	" " "	82 7 "
Corzerah	57 9 "	144 " "	7	" " "	79 7 "
Jaleepatt	57 9 "	144 " "	1	" " "	85 7 "
Paulamoodrum	57 9 "	144 " "	29	" " "	57 7 "
Madaveram	57 9 "	144 " "	6	" " "	114 " "
Penacodah	57 9 "	144 " "	28	" " "	58 7 "
Chenacotapully	57 9 "	144 " "	38	" " "	48 7 "
Muroor	57 9 "	144 " "	18	"	68 7 "
Anantapoor	57 9 "	144 " "	35	"	51 7 "
Pujpallie	57 9 "	144 " "	23	" " "	63 7 "
	1463 1 "	3744 " "	438	" " "	1842 15 "

	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Canara					
Chendiah	24 " "	144 " "	8	" " "	112 "
Aulola	24 " "	144 " "	9		111 "
Gokurn	24 " "	144 " "	9		111 "
Coompta	24 " "	144 " "	50		70 "
Honore	24 " "	144 " "	38		82 "
Moordesmoor	24 " "	144 " "	11		109 "
Balkul	24 " "	144 " "	9		111 "
Byndoor	24 " "	144 " "	13		107 "
Kurmanjeshwar	24 " "	144 " "	12		168 "
Condapoor	24 " "	144 " "	17		103 "
Brahmawer	24 " "	144 " "	8		112 "
Codipy	24 " "	144 " "	14		106 "
Caup	24 " "	144 " "	11		109 "
Moolky	24 " "	144 " "	5		115 "
Soorathul	24 " "	144 " "	11		109 "
Mangalore	24 " "	144 " "	12		108 "
Manjeswer	24 " "	144 " "	5		115 "
Coombla	24 " "	144 " "	4		116 "
Cafsergode	24 " "	144 " "	7		113 "
Bekul	24 " "	144 " "	4		116 "
Hofsdroog	24 " "	144 " "	4		116 "
Cantchutchery	24 " "	144 " "	2		118 "
Meerjan	24 " "	144 " "	6		114 "
Goordabatch	24 " "	144 " "	2		118 "
Soolesaul	24 " "	144 " "	3		117 "
Arleyle	24 " "	144 " "	3		117 "
Yellapoor	24 " "	144 " "	4		116 "
Tillahullah	No Establishment		1		"
Kallahal	24 " "	144 " "	12		108 "
Kattegal	Bungalow not finished				"
Devanmunny	24 " "	144 " "	9		111 "
Simpakand	24 " "	144 " "	6		114 "
Sircee	24 " "	144 " "	20		100 "
Sirsi	Bungalow not finished				"

	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Canara Continued					
Dallah	24 " "	144 " "	12	" " "	108 " "
Moondagode	24 " "	144 " "	4	" " "	116 " "
Santigul	24 " "	144 " "	8	" " "	112 " "
Guersappah	24 " "	144 " "	75	" " "	65 " "
Alwully	24 " "	144 " "	Never used		
Kodkunny	24 " "	144 " "	12	" " "	108 " "
Siddapoor	24 " "	144 " "	"		120 " "
Bunmajee	24 " "	144 " "	9		111 " "
Moodbidry	24 " "	144 " "	24		96 " "
Ferringapett	24 " "	144 " "	20		100 " "
Busatwall	24 " "	144 " "	4		116 " "
Jurpaudy	24 " "	144 " "	2		118 " "
Copen Mugody	24 " "	144 " "	4		116 " "
Panee Mangalore	24 " "	144 " "	15		105 " "
Poottoor	36 " "	144 " "	34		74 " "
Madnoor	36 " "	144 " "	53		55 " "
Soolia	36 " "	144 " "	79		29 " "
Sumpajee	36 " "	144 " "	47		61 " "
	1224 " "	7056 " "	731		5002 " "
North Arcot					
Circumbady	57 10 "	144 " "	29	" " "	58 6 "
Pooloor	57 10 "	144 " "	18		69 6 "
Nagary	57 10 "	144 " "	22		65 6 "
Perumanair	91 4 "	144 " "	129	76 4 "	" " "
Vencatagherry	91 4 "	144 " "	68	13 4 "	" " "
Chittoor	91 4 "	144 " "	99	46 4 "	" " "
Trinellum	57 10 "	144 " "	66	" " "	20 " "
Poonay	24 " "	144 " "	6	" " "	114 " "
Sholingapooram	24 " "	144 " "	"	" " "	120 " "
Woochery	91 4 "	144 " "	748	695 4 "	" " "
Ramapett	91 4 "	144 " "	376	323 4 "	" " "
Vellore	91 4 "	144 " "	103	50 4 "	" " "

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	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
North Arcot (Contd)					
Palcondah	57 10 "	144 " "	68	" " "	186 "
Amboor	57 10 "	144 " "	110	23 10 "	" "
Chendagherry	24 " "	144 " "	8	" " "	112 "
Panapauki	24 " "	144 " "	6	" " "	114 "
Cottah Cottah	24 " "	144 " "	6	" " "	114 "
Gooriattum	24 " "	144 " "	1	" " "	119 "
Verdempett	" " "	144 " "	"	" " "	" "
Trevettoor	24 " "	144 " "	5	" " "	115 "
Wandawash	24 " "	144 " "	1	" " "	119 "
	1085 4 "	2,880 " "	1860	12282 "	1158 14 "
Chingleput					
Palavaget	91 2 "	144 " "	43	" " "	9 12 "
Goondapoondy	91 2 "	144 " "	39	" " "	13 12 "
Coratoor	57 9 "	144 " "	41	" " "	45 7 "
Trippasoor	57 9 "	144 " "	53	" " "	33 7 "
Parumbaukum	24 " "	144 " "	10	" " "	110 " "
Poloor	24 " "	144 " "	17	" " "	103 " "
Poonamullee	91 2 "	144 " "	195	142 2 "	" " "
Streeperumattore	91 2 "	144 " "	189	136 2 "	" " "
Rajah Chautry	91 2 "	144 " "	197	144 2 "	" " "
Baul Chitty &c	91 2 "	144 " "	158	105 2 "	" " "
Meenumbaukum	57 9 "	144 " "	73	" " "	13 7 "
Goodoovangary	57 9 "	144 " "	150	63 9 "	" " "
Chingleput	57 9 "	144 " "	198	111 9 "	" " "
Caroongooky	57 9 "	144 " "	205	118 9 "	" " "
Acheramam Kum	57 9 "	144 " "	187	100 9 "	22 7 "
Vanien Chowdy	57 " "	144 " "	64	" " "	7 7 "
Sadras	57 9 "	144 " "	79	" " "	7 7 "
Alampaiva	57 9 "	144 " "	81	" " "	5 7 "
	1170 6 "	2592 " "	1979	921 12 "	364 2 "

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	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
South Arcot					
Tindevanum	57 9 "	144 " "	83	" " "	3 7 "
Villapooram	57 9 "	144 " "	35	" " "	50 7 "
Trivennavellore	57 9 "	144 " "	29		57 7 "
Keeranoor	No Establishment	43			101 " "
Apanoor	57 9 "	144 " "	28		58 7 "
Caloodyoor	57 9 "	144 " "	38		48 7 "
Teloodoor	57 9 "	144 " "	70		16 7 "
Chaitput	24 " "	144 " "	3		83 7 "
Mara Kanum	57 9 "	144 " "	10		76 7 "
Pondicherry	33 9 "	144 " "	"		" " "
Munjacoopum	57 9 "	144 " "	20		66 7 "
Ammapett	57 9 "	144 " "	65		21 7 "
Pauratty	57 9 "	144 " "	34		52 7 "
Coringapaddy	57 9 "	144 " "	3		83 7 "
Chinna salem	57 9 "	144 " "	4		82 7 "
Cryoor	24 " "	144 " "	"		" " "
Congaroy polliem	57 9 "	144 " "	5		81 7 "
	829 14 "	2304 " "	471		883 2 "
Coimbatore					
Coimbatore	91 2 "	144 " "	85	" " "	1 7 "
Pulladum	57 9 "	144 " "	28		58 7 "
Konghum	57 9 "	144 " "	44		42 7 "
Vellacovil	57 9 "	144 " "	62		24 7 "
Puramutty	57 9 "	144 " "	22		64 7 "
Caroor	57 9 "	144 " "	124		62 7 "
Coroomuttam Butty	57 9 "	144 " "	43		43 7 "
Avanashy	91 2 "	144 " "	177	124 2 "	" " "
Chengapitty	57 9 "	144 " "	11	" " "	75 7 "

This is made out from the return of 1852 the one for 1853 not having as yet been received.

	Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Coimbatore (Contd.)					
Perendorry					
Bhovany	57 9 u	144 u u	20 u u		66 7 u
Goodaloor	57 9 u	144 u u	19 u u		67 7 u
Metapoolliem	57 9 u	144 u u	41 u u		42 7 u
Coonoor	91 2 u	144 u u	144	91 2 u	u u
Kalhutty	u u u	144 u u	120 u u		24 u u
Annoor	u u u	144 u u	96 u u		48 u u
Nullur	57 9 u	144 u u	36 u u		50 7 u
Poliempully	57 9 u	144 u u	29 u u		57 7 u
Cotamungalum	24 u u	144 u u	u u u		120 u u
Poolachy	24 u u	144 u u	u u u		120 u u
Oodamulcottah	24 u u	144 u u	4 u u		116 u u
Dharapooram	24 u u	144 u u	9 u u		111 u u
Naicoopum	24 u u	144 u u	2 u u		118 u u
Angaloor	u u u	144 u u	4 u u		u u
Errode	24 u u	144 u u	3 u u		83 7 u
Sattamungalum	57 9 u	144 u u	3 u u		83 7 u
Hufsanoor	57 9 u	144 u u	5 u u		81 7 u
Moorodegoodum	57 9 u	144 u u	2 Not returned		
	24 u u	144 u u	3		
	1271 4 u	3,888 u u	1031	2154 u	1565 u u
Malabar					
Cravoy					
Pyangoody	24 u u	144 u u	2 u u		118 u u
Cannanoor	57 10 u	144 u u	u u u		86 6 u
Tellicherry	57 10 u	144 u u	20 u u		66 6 u
Buddagherry	57 10 u	144 u u	16 u u		70 u u
Dunlandy	24 u u	144 u u	18 u u		102 u u
Calicut	24 u u	144 u u	16 u u		104 u u
Beypoor	57 9 u	144 u u	27 u u		57 7 u
	24 u u	144 u u	4 u u		116 u u

	Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Malabar (Contd.)					
Tanoor	24 u u	144 u u	31 u u		89 u u
Ponany	57 9 u	144 u u	34 u u		52 7 u
Chetarye	24 u u	144 u u	5 u u		115 u u
Mathieslagum	12 u u	144 u u	8 u u		124 u u
Cochin	24 u u	144 u u	Not in List		
Allotoor no Establishment	u u u	144 u u	15 u u		129 u u
Wadakencherry	57 10 u	144 u u	17 u u		69 6 u
Kodatul	24 u u	144 u u	Not in List		
Trilluttah	57 10 u	144 u u	20 u u		66 6 u
Vanimcolum	57 10 u	144 u u	50 u u		36 6 u
Nagarapoorum	24 u u	144 u u	Not in List		
Palghat	57 10 u	144 u u	79 u u		7 6 u
Areacade	24 u u	144 u u	6 u u		114 u u
Wundoor	57 10 u	144 u u	15 u u		71 6 u
Tipaparah	120 u u	144 u u	34 u u		10 u u
Valanah	u u u	144 u u	18 u u		126 u u
Codally					
Shawcharry					
Ganaties	Not finished				
Wottacolly					
Cottaparumba	57 10 u	144 u u	20 u u		66 6 u
Canathee	57 10 u	144 u u	18 u u		68 6 u
Neddumbringah	24 u u	144 u u	u u u		120 u u
Periah	u u u	144 u u	4 u u		140 u u
Navantoody	57 9 u	144 u u	12 u u		74 7 u
Sultan's Battery	57 9 u	144 u u	4 u u		82 7 u
Nellialum	u	144 u u	u u		144 u u
Neddanittum	u	144 u u	25 u		119 u u
Pycarse	u	144 u u	26 u u		118 u u
Cattiaddy	18 u u	144 u u	u u u		126 u u
Coviathee	18 u u	144 u u	4 u u		122 u u

	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Malabar (cont.)					
Eddacarracollum	24 " "	144 " "	" " "	" " "	120 " "
Tiepparaudoo	24 " "	144 " "	" " "	" " "	120 " "
	12868 "	5328 " "	550 " "	" " "	3151 8 "
Salem					
Salem	57 9 "	144 " "	47 " "	" " "	39 7 "
Womaloor	57 9 "	144 " "	47 " "	" " "	39 7 "
Tapoor	57 9 "	144 " "	45 " "	" " "	41 7 "
Adamancottah	57 9 "	144 " "	52 " "	" " "	34 7 "
Troomattoor	57 9 "	144 " "	32 " "	" " "	54 7 "
Muttoor	57 9	144 " "	21 " "	" " "	65 7 "
Tripatoor	57 9 "	144 " "	30 " "	" " "	56 7 "
Vaniembaddy	57 9 "	144 " "	63 " "	" " "	23 7 "
Paleade	57 9 "	144 " "	30 " "	" " "	56 7 "
Rayacottah	57 9 "	144 " "	29 " "	" " "	57 7 "
Wadenbully	57 9 "	144 " "	32 " "	" " "	54 7 "
Ofsoor	57 9 "	144 " "	134	47 9 "	35 7 "
Natarumpully	57 9 "	144 " "	51	" " "	" " "
Nullapandy	57 9 "	144 " "	98	11 9 "	" " "
Kistnagherry	91 2 "	144 " "	180	93 9 "	28 7 "
Sholgherry	57 9 "	144 " "	58	" " "	118 7 "
Caseeputty	24 " "	144 " "	2	" " "	71 7 "
Valapandy	57 9 "	144 " "	15	" " "	56 7 "
Ahtoor	57 9 "	144 " "	20	" " "	71 7 "
Tullavafsel	57 9 "	144 " "	15	" " "	75 7 "
Mullaor	24 " "	144 " "	11	" " "	54 7 "
Moonchanady	57 9 "	144 " "	32	" " "	54 7 "
Kancial	57 9 "	144 " "	32	" " "	49 7 "
Vullaputty	57 9 "	144 " "	37	" " "	70 7 "
McDonalds Choultry	57 9 "	144 " "	10	" " "	72 7 "
Sankery droog	57 9 "	144 " "	14	" " "	
	14631 "	3744 " "	1137	152 11 "	1297 1 "

	No. Establishment for Bungalows	Looked after by	Taken from Poms	Present Cost	By new arrangement	No. of Travellers at 1 Rupee each	Gain	Loss
Madura								
Manapara				144 " "	5 " "		" " "	139 " "
Culputty				144 " "	5 " "		" " "	139 " "
Dindigul				144 " "	78 " "		" " "	66 " "
Tulney				144 " "	7 " "		" " "	137 " "
Talanooth				144 " "	15 " "		" " "	129 " "
Ammanaikanoor				144 " "	30 " "		" " "	114 " "
Tatayagaram				144 " "	" " "		" " "	144 " "
Madura	33	9	"	144 " "	10 " "		" " "	100 4 "
Teroomungalum	33	9	"	144 " "	46 " "		" " "	64 4 "
Comanputty	"	"	"	144 " "	11 " "		" " "	133 " "
Paumben	33	9	"	144 " "	6 " "		" " "	104 4 "
Covilputty	33	10	"	144 " "	31 " "		" " "	79 6 "
Thovarancoorchy	33	10	"	144 " "	31 " "		" " "	79 6 "
Cottamputty	33	10	"	144 " "	43 " "		" " "	64 6 "
Meyloor	33	10	"	144 " "	40 " "		" " "	70 6 "
Chittamputty	33	9	"	144 " "	70 " "		" " "	40 4 "
	268	12	"	2304 " "	428		" " "	1607 4 "
Tinnevelly								
Verdooputty				57 9 "	144 " "	45	" " "	11 4 "
Sauttoor				57 9 "	144 " "	77	" " "	9 4 "
Covilputty				57 9 "	144 " "	77	" " "	9 4 "
Kytaur				57 9 "	144 " "	72	" " "	14 4 "
Shady Kaun				57 9 "	144 " "	30	" " "	56 4 "
Tinnevelly				57 9 "	144 " "	44	" " "	42 4 "
Naganairy				57 9 "	144 " "	45	" " "	41 4 "
Punnaycody				57 9 "	144 " "	15	" " "	71 4 "
Strevelly Poottoor				57 9 "	144 " "	19	" " "	67 4 "
Tuticorin				57 9 "	144 " "	35	" " "	51 4 "
Alencolum				" " "	144 " "	4	" " "	140 " "
				575 10 "	1584 " "	493	" " "	515 6 "

	Present Cost	By new arrangement	Nos. Rupees at 1/8 Rupee each	Gain	Loss
Trichinopoly					
Trichinopoly	51 9 "	14 4 " "	22	" " "	70 4 "
Lameaveram	51 9 "	14 4 " "	76	" " "	17 4 "
Oataloor	51 9 "	14 4 " "	76	" " "	17 4 "
Taramungalum	51 9 "	14 4 " "	76	" " "	17 4 "
Volcondapooram	51 9 "	14 4 " "	25	" " "	64 4 "
Sorgamboor	51 9 "	14 4 " "	40	" " "	52 4 "
Moosery	51 9 "	14 4 " "	24	" " "	65 4 "
Tottiem	51 9 "	14 4 " "	27	" " "	65 4 "
Poodoopolliem	51 9 "	14 4 " "	21	" " "	71 4 "
Manamapoy	51 9 "	14 4 " "	34	" " "	58 4 "
Naganungalum	51 9 "	14 4 " "	9	" " "	81 4 "
Thovaragoody	51 9 "	14 4 " "	34	" " "	58 4 "
	618 12 "	1728 " "	400	" " "	704 4 "
Tanjore					
Theally	57 9 "	14 4 " "	59	" " "	27 4 "
Myaveram	57 9 "	14 4 " "	9	" " "	77 4 "
Trivaddoothory	57 9 "	14 4 " "	39	" " "	47 4 "
Combaconum	57 9 "	14 4 " "	32	" " "	56 4 "
Cabistallam	57 9 "	14 4 " "	17	" " "	69 4 "
Trivandy	57 9 "	14 4 " "	51	" " "	35 4 "
Coiladdy	57 9 "	14 4 " "	"	" " "	" "
Seerjeeputty	57 9 "	14 4 " "	26	" " "	60 4 "
Tanjore	57 9 "	14 4 " "	23	" " "	63 4 "
Ammapettah	57 9 "	14 4 " "	Shut up	" " "	
Kordacherry	57 9 "	14 4 " "	33	" " "	53 4 "
Trivallore	24 " "	14 4 " "	30	" " "	56 4 "
Kiceveloor	" " "	14 4 " "	25	" " "	61 4 "
	667 3 "	1872 " "	344	" " "	608 12 "

The following Statement shows at which Bungalows in each District there would be surplus funds under proposed new rules.—

	Amount of Surplus	No. of Passengers
Ganjam		
Parryspooram	49 10 "	136
Vizagapatam		
None		
Masulipatam		
None		
Guntoor		
Mungalagherry	11 12 "	97
Poondigul	12 4 "	66
Datchepully	45 4 "	129
Poodoogooralla	45 4 "	129
Nacrikal	19 4 "	73
Rumpechirla	64 4 "	121
Comalapaud	28 4 "	82
Nellore		
Ongole	8 8 "	62
Singrecondah	4 2 "	54
Ramapatam	41 8 "	95
Mamaladooroo	60 2 "	113
Alloor	60 2 "	113
Condavelloor	60 2 "	113
Nellore	179 2 "	232
Wojelly	49 2 "	102
Nellabully	59 2 "	112
Udainkey	80 8 "	134
Vellapully	81 2 "	134
Cuddapah		
None		

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	Amount of Surplus	No. of Passengers
Karnool		
None		
Bellary		
None		
Canara		
None		
North Arcot		
Palmanair	76 4 0	129
Vencatagherry	13 4 "	68
Chittoor	46 4 "	99
Woocherry	695 4 "	348
Ranneepett	323 4 0	376
Vellore	50 4 "	103
Amleoor	23 10 0	110
Chingleput		
Poonamallee	142 2 "	195
Streepermatore	136 2 0	189
Rajah Chautry	144 2 "	197
Balchatty Do	105 2 "	158
Gooraingarry	63 9 "	150
Chingleput	111 9 "	198
Carangooly	118 9 0	205
Acheravaukum	100 9 0	187
South Arcot		
None		
Coimbatore		
Avanashy		177
Metapolliem	124 2 "	144
Malabar		
None	91 2 "	
Salem		
Osoor		134
Mullapandy	47 9 "	98
Kistnagherry	11 9 "	180
Trichinopoly Tanjore & Madura, Tinnevelly } None.	93 9 0	

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Name of District | No. of Passengers | Left by new arrangement | Estimated Number of Passengers from last return. | Amount | No. of Passengers | Left by new arrangement | Total yearly Gain | Total yearly Loss

Ganjam	8	461 " "	600 " "	1,152 " "	530	1	49 10 "	210 10 " " "
Vizagapatam	11	564 " "	825 " "	1,584 " "	110	"	" " "	894 2 " " "
Rajahmundry	8	1161 " "	600 " "	1,152 " "	185	"	" " "	506 " " " "
Masulipatam	16	921 " "	1,200 " "	2,304 " "	924	"	" " "	659 " " " "
Guntoor	13	886 1 "	945 " "	1,842 " "	863	7	290 6 "	413 13 " " "
Nellore	14	1513 1 "	1,245 " "	2,448 " "	1439	11	682 8 "	869 7 " " "
Cuddapah	11	585 9 "	825 " "	1,584 " "	126	"	" " "	42 " " " "
Karnool	3	172 11 "	225 " "	432 " "	44	"	" " "	42 " " " "
Bellary	27	1463 1 "	2,025 " "	3,744 " "	438	"	" " "	1842 15 " " "
Canara	52	1224 " "	3900 " "	7,056 " "	731	"	" " "	5002 " " " "
North Arcot	20	1085 4 "	1,500 " "	2,880 " "	1869	4	1228 2 "	1158 14 " " "
Chingleput	18	1140 6 "	1,350 " "	2,592 " "	1949	8	921 12 "	364 2 " " "
South Arcot	14	829 14 "	1,245 " "	2,304 " "	441	"	" " "	883 2 " " "
Coimbatore	25	1271 4 "	1,845 " "	3,888 " "	1031	2	215 4 "	1585 " " "
Malabar	36	1286 8 "	2,700 " "	5,328 " "	557	3	152 11 "	3157 8 " " "
Salem	26	1463 1 "	1,950 " "	3,744 " "	1137	23	1294 1 "	3157 8 " " "
Trichinopoly	12	618 12 "	900 " "	1,728 " "	400	12	405 4 "	405 4 " " "
Tanjore	13	659 8 "	945 " "	1,842 " "	344	13	608 " "	608 13 " " "
Madura	16	2 68 12 "	1,200 " "	2,304 " "	428	16	1604 " "	1604 4 " " "
Tinnevelly	11	545 10 "	825 " "	1,584 " "	493	11	515 6 "	515 6 " " "
Grand Total	360	14481 15 "	24000 " "	51552 " "	13901	39	2541 5 "	3211 2481 3 " 1130 15 " 2007013 "

Madras, 13th November 1856.

Signed J. H. Bell
Asst. to Sup. Marine & P.C. Madras.

Fort St. George 29th April 1856.

List No. 2

Madras to Palmanair.

	Present Cost	Expense of Estt.	Furniture 1st year	Probable return
No. 1 Poonamallee	91-2	144-0	75-0	195-0
Streepermatore	91-2	144-0	75-0	189-0
Rajah choultry	91-2	144-0	75-0	197-0
Baul Chetty Do.	91-2	144-0	75-0	158-0
Woochery Do.	91-4	144-0	75-0	148-0
* Arcot	91-4	144-0	75-0	376-0
Narasharepett	91-4	144-0	75-0	300-0
Chittoor	91-4	144-0	75-0	99-0
Vencatagherry	91-4	144-0	75-0	68-0
Palmanair	91-4	144-0	75-0	129-0
	912-0	1440-0	750-0	2,459-0

No. 2 From Arcot to Oossoor.

No. B. Madras road Bangalore road vie Oossoor branches off at Arcot.

	Present Cost	Expense of New Establishment	Furniture 1st year	Probable return
Vellore	91-4	144-0	75-0	103-0
Pulacondah	57-10	144-0	75-0	68-0
* Amboor	57-10	144-0	75-0	110-0
Vaniembaddy	57-9	144-0	75-0	63-0
Natarampelly	57-9	144-0	75-0	51-0
* Nullapandy	57-9	144-0	75-0	98-0
Kistnagherry	91-2	144-0	75-0	180-0
Shoolagherry	57-9	144-0	75-0	58-0
* Oossoor	57-9	144-0	75-0	134-0
	585-7	1296-0	675-0	865-0

Fort St. George 29th April 1856.

No. 3 From Hoonsoor to Cannanore on road from Bangalore to Cannanore.—

Wottacolly	57-9	144-0	75-0	20-0
Gunotha	57-9	144-0	75-0	20-0
Shavecherry	" "	144-0	75-0	20-0
Codally	" "	144-0	75-0	20-0
	115-2	576-0	300-0	80-0

No. 4 From Vaniembaddy to Colacamund.

	Present yearly Cost	New Establishment	Furniture 1st year	Expected return
Tripatoor	57-9	144-0	75-0	30-0
* Muttoor	57-9	144-0	75-0	21-0
Monuttoor	57-9	144-0	75-0	22-0
Adamancottah	57-9	144-0	75-0	52-0
* Topoor	57-9	144-0	75-0	45-0
Woomaloor	57-9	144-0	75-0	47-0
Salem	57-9	144-0	75-0	47-0
* Mc. Donald Choultry	57-9	144-0	75-0	10-0
Sankerydroog	57-9	144-0	75-0	14-0
Bhavany	57-9	144-0	75-0	19-0
* Peroondroog	57-9	144-0	75-0	20-0
Chunjapully	57-9	144-0	75-0	21-0
Avanashy	91-2	144-0	75-0	177-0
* Unnoor	57-9	144-0	75-0	36-0
Mateepollium	91-2	144-0	75-0	144-0
* Coovoor	" "	144-0	75-0	120-0
	930-9	2304-0	1200-0	825-0

Fort St. George 29th April 1856.—

No. 5. Road from Vaniembaddy to Ponany as far as Avanashy the same as No. 4.

Caroomuthempully	57-9	144-0	75-0	43-0	
Coimbatore	91-2	144-0	75-0	85-0	
Palghat	* 57-10	144-0	75-0	79-0	
⊕ Nagenpooram	24-0	144-0	75-0	35-0	
Vaniemcolum	57-10	144-0	75-0	50-0	
Tirtullah	* 57-10	144-0	75-0	20-0	
⊕ Kodakul	24-0	144-0	75-0	35-0	
Ponary	* 57-9	144-0	75-0	34-0	
	427-2	1152-0	600-0	381-0	

⊕ No account of the Number of passengers so the average of intermediate Bungalows was taken.—

	Present yearly Cost	Yearly by new arrangement	1st Year for furniture	Probable return
No. 1	912-0	1440-0	750-0	2459-0
" 2	585-7	1296-0	675-0	865-0
" 3	115-2	576-0	300-0	80-0
" 4	930-9	2,304-0	1200-0	825-0
" 5	427-2	1152-0	600-0	381-0
	2970-4	6768-0	3525-0	4610-0

J.H.B

Fort St. George 29th April 1856

The expense of furnishing the Bungalows on these lines of Road will be Rupees 3525-0 with a yearly expenditure of Rupees 6768-0 for the increased Establishment deduct from this the probable amount of yearly Returns Rupees 4610-0 and there remains a yearly expenditure of Rupees 2158-0 in place of the present Cost of Rupees 2970 annually or again of Rupees 812 per annum on an outlay of Rupees 3525-0 being at the rate of 23 30/100 per Cent—

Madras 13th November 1854 } (Signed) J. H. Bell
Secretary Bd of Revenue
Department Public Works.

Memorandum by the acting Chief Engineer—

The perusal of the papers noted Circulated by the Secretary in the Department Public Works Regarding the altered footing on which it was proposed to place the travellers
7 augt 1848- Bungalows in the Madras Mofussil has led to my Consulting some Memoranda that I made Respecting the maintenance of these useful establishments on the Bengal and Bombay Sides—

In the other Presidencies "Staging Bungalows" are placed in the exclusive Charge of the Post masters of Divisions the Rents being Collected

Collected and the establishments paid by executive Engineers who are responsible for the observance of all rules and redress of all Complaints -

I have personally had the means of watching the Bengal and Bombay systems of management for a Considerable time and of Contrasting it with the Madras Regime My impression is that whilst the Comfort and Conveniences of travellers are almost unmeasurably greater in Bengal and the North Western Provinces the expense to the State is very much less than with ourselves

The uniformity in respect to accommodation and establishment is so Constantly adhered to that travellers can Confidently trust to a certain amount of Comfort and assistance at every stage where they may halt and they make their arrangements accordingly In this way the Bungalows are supported by the class for whom they are kept up and in some Cases they very much more than pay for their own expenses -

I should have mentioned as an instance of the [illegible]

on this subject that the Lt. Governor North western Provinces has sanctioned expenditures not exceeding 500 Rupees on any Staging Bungalows at the joint Recommendations of the Postmaster General and the Superintending Engineers of the Circle in which the Bungalows are situated - In other words these two officers have Concurrent power of Sanctioning Repairs within the above limit of their own authority and they grant assignments of Cash to the Executive Engineers for the Carrying out of the Estimates -

The establishment kept up for the public Consists of -

1 Khansamaan — Butler
1 Khidmatgar — Maty
0/ Mahter — — Sweeper

on a fixed pay disbursed monthly by the Executive Engineer and Charged for in his Current expense bills -

A payment of one Rupee per head is levied on each traveller who uses the Bungalow if only for an hour and a second payment is due after a lapse of 24 hours It is far from uncommon to meet these Charges

at

Fort St. George 29th April 1856

at two Bungalows in the same day and under no circumstances are they remitted. I think a smaller rate prevails for Children servants gratuities depend on the liberality of travellers and on well frequented Routes the staging Bungalow Establishments receive double and triple the fixed amounts of their Monthly pay.

The furniture in each staging Bungalow which the executive Engineer is Responsible for Consists of

2 Tables
4 Chairs
2 Bedsteads
2 Washhand stands with furniture Complete
2 Commodes

and the Table furniture supplied by Government and kept up by the Postmaster as the executive Engineer has been fixed as follows-

1 Tea Pot
1 Milk Jug
1 Sugar Bowl
2 Eggcups
4 Plates

Fort St. George 29th April 1856

2 Soup Plates
2 Butter plates
2 Curry dishes
4 Knives and forks
4 Table Spoons
4 Desert Do
4 Tea Do
1 Mustard Pot
1 Salt Cellar
4 Tumblers
2 Candlesticks with oil burners and the Cooking utensils kept up by Government Consist of the following articles-

4 Degchas with Covers Saucepans
1 Kettle
1 Frying Pan
1 Spit
1 Pestle and morter-

Capn does there any reason exist why Rules that are found to work well in Bengal and Bombay should be excluded from Madras-

Madras
16th June 1854

(Signed) C. E. Faber Lt. Colo
Actg Chief Engineer
The

The Right Honorable the Governor in Council sanctions the trial of this plan to the extent proposed in para 7 of the Board's letter at an estimated expense of Rupees 1275 Cost of Furniture and an annual expense of Rupees 2448 for Establishment which it is observed if the Board's anticipations of the Returns are Realised will not involve any permanent increase of expenditure-

2 The Board have selected for the experiment certain Bungalows at intervals of three stages but as other Considerations than that of distance may in some localities influence travellers in the selection of their halting place the Government think it desirable that the Board before joining their instructions should put themselves in Communication with the local authorities and there determined

which Bungalows along the lines of Road selected are in every point of view preferable for the purpose-

3 The Board will even-tually submit to Government for publication in the official Gazette a list of the Bungalows so selected with their respective distances and also a draft set of Rules for their management and use- Those in force in the North Western provinces and which are printed at page LXXIII of the appendise to the Post office Manual may perhaps answer with some slight modifications and Copies of them should be placed in each of the Bungalows-

4 Resolved that as it is necessary in order to give effect to the intentions of Government that the system should be carried out along the western

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western trunk Road in the Mysore territory - Copies of the Board's letter and its enclosures &c together with Extract from the proceedings of Government be forwarded to the Commissioner of Mysore for his information -

(Signed) J-D- Bourdillon

Secretary to Government

R

To

6887 Fort St. George, 29th April 1856

No. 737.

To, J. D. Bourdillon Esqre
Secretary to Government
Public Works Department.

Sir,

Para 1. I am directed by the Board of Revenue Department Public Works to forward for submission to Government the accompanying list of Bungalows which the Board of Revenue after communicating with the Collectors recommend as those best adopted for introducing the Bengal and Bombay system of management as approved for trial by Extract Minutes Consultation No. 117 dated 13th March 1855 in the road from Madras to Bangalore by Ranepet and Palmanair.-

1 List
5 Letters with
an Enclosure -

Streepermatoor
Ranepett
Palmanair
On the line from Ranepet to Oossoor

The Collector does not recommend the adoption of the system; because since the transfer of the transit to the Road via Palmanair, but few travellers pass that way
On the road from Vaniembady to Cotacammund

Mootoor

Mootoor

Soposr

Rajah's Choultry

The Collector recommends Vaniembady as a Bungalow for a halting but the Board prefer amboor, Vaniembady being notoriously liable to outbreaks of Cholera.—

In the Coimbatore district Bungalows recommended are Coimbatore, Anavasthy, Metapolliem, and Coonoor. From Mansoor to Cunnanore—

Gunothee is recommended

On the road from Vaniembady to Ponnary

Canoomuttumpully

Pulghaut

Pirtullah

Ponnary

On the road from Calicut to

Ostacamund

Calicut

Wundoor

Sisparah

The amount of Establishment for these Bungalows as per annexed table

amounts to Rupees /2736/ Two thousand seven hundred & thirty six per annum, for furnitures to Rs. /1425/ one thousand four hundred and twenty five for the 1st year, and the Board submit the proposition for sanction with their favorable recommendation.—

Dept. Public Works. Madras 30th July 1855.

/Signed/ G. L. Collyer Captain
Secy. Bd. of Revenue D. P. W.

Staging Bungalow Rules.

All European or Indo Briton Travellers, and their families of, or above the rank of Serjeant Major can claim shelter for 24 hours in a staging Bungalow on paying a sum of one Rupee, for any period above that to 36 hours 1—8 up to 48 hours 2 Rupees, and so on increasing 8 annas for every broken period of 12 hours.

No person, unless prevented from travelling by ill health, can be allowed to remain longer than seven days in a staging Bungalow the rate continuing as at first 1 Rupee per diem every individual making use of a staging Bungalow whether travelling at Government expense or at his own charges, must pay the prescribed fee—

Whoever without entering a bungalow employs the Bungalow servants or uses the kitchen must pay the fee of one Rupee for 24 hours 1—8 for broken period up to 36 hours and so on

If tents are pitched within the Bungalow compound fees as above will be levied in addition but this will not be the case if the Bungalow be full previously. Priority of arrival gives no right of exclusive occupancy, and in case of the arrival of a lady the Gentleman occupying the room set a part as the—

Ladies

Fort St. George, 29th April 1856.

ladies room must immediately vacate and in Bungalows where there is a Common room the dressing and bath rooms will be allotted according to priority of arrival.

Travellers arriving after all the private rooms are occupied may go into the common room.

Every person must turn out after 24 clear hours occupancy if called upon to do so except in cases of bad health.

The Bungalow Butler will cook any provisions furnished by travellers, but those who employ him to supply eatables must purchase them on his own terms; but nericks or tariffs of provisions, labour, and carriage will be hung up in the chief room of each Bungalow attested by the Magistrate.

A list of the value of each piece of furniture article of table equipment will be kept at the Bungalow for reference and who ever breaks or damages any of the property of Government must pay for it, the servants are immediately to report to the District Engineer or Collector any article on its becoming unserviciable.

Punkahs and tatties should be procured for use during the hot winds at the discretion of the Collectors or District Engineer but travellers using them must pay the full expenses of pulling the punkahs, or watering the tatties.

(Signed) G. B. Colleyer Captain
Secretary Board of Revenue D. P. W.

Fort St. George, 29th April 1856.

List of the Bungalows best situated for introducing the Bengal system of management.

	Present Cost	Expense of new Establishment	Furniture 1st year
From Madras to Bungalore by Raneepet and Palmanair			
Streepermatore	91—2	144	75
Raneepet	91—4	144	75
Palmanair	91—4	144	75
	273—10	432	225
From Vellore to Ostacammund (in Salem District)			
Motoor	57—9	144	75
Soposr	57—9	144	75
Mc. Donald Choultry	57—9	144	75
	172—11	432	225
From Raneepet to Coimbatore (in North Arcot District)			
Amboor	57—10	144	75
From Raneepet to Ootacammund (in the Coimbatore District)			
Coimbatore	91—2	144	75
Avenashy	91—2	144	75
Metapolliam	91—2	144	75
Coonoor	"	144	75
	273—6	576	300

6892 Fort St. George, 29th April 1856

	Present Cost.	Expense of new Estab.ishment	Furniture 1st year.
From Poonsoor to Cannanore			
Gunsthee	57 9	144	75
From Ranee to Ponnary in Coimbatore and Malabar Districts			
Cavasmuttlumpully	57 9	144	75
Palghaut	57 10	144	75
Sirtullah	57 10	144	75
Ponnary	57 10	144	75
	230 6	576	300
From Calicut to Ootacamund.			
Calicut	57 9	144	75
Wundoor	57 10	144	75
Sisparah	120 "	144	75
	235 3	432	225
	1,300 7	2,736	1425

Madras, 30th July 1855.

(Signed) G. C. Collyer, Captain
Secy. Bd. of Revenue C. P. W.

6893 Fort St. George, 29th April 1856.

Enclosure No. 1.

No. 594

To The Secretary to the Government of India.

Sir,

I am directed by the Governor in Council to submit for the consideration of the Government of India, a proposal made by the late Board of Public Works for the introduction of the Bengal System of management at the travellers Bungalows in this Presidency according to that System, it is proposed to entertain three Servants at each Bungalow and to furnish it with a sufficiency of furniture Cooking Utensils and table equipage, and to meet the expenses thus incurred a charge of one Rupee is to be made on every traveller using a Bungalow for 24 hours or less, one Rupee and Eight annas for any period about 24 hours to 36 hours, and so on increasing Eight annas for every broken period of twelve hours.

	Rs. A. P.	
× Butler	6 " "	per mensem
Ataly	3 8 "	
Coly	2 8 "	
	12 " "	
Rs.	144 " "	per annum.

*2 Wash hand Stand at 10 Rs. each	20 " "
Table furniture	40 " "
Cooking Utensils	15 " "
Rupees	75 " "

It is not intended to introduce the System at present into all the Public Bungalows, but to make a trial of it in the first instance in Seven.

seven of those which are most frequented. These are given in the following Table. It will be seen that the cost of the proposed Establishment is Rupees 2,304 per annum, and the expected return Rupees 995, leaving a net charge of Rupees 1,309, being Rupees 191 above that at present incurred.

	Present Charge of Establishment	Proposed Charge	Expected returns	Furniture
	No.	R	R	R
Palmanair, on the road from Madras to Bangalore by Ranneepett.	91	4	144	129	75
Mootoor Topoor and Mr. Donald's Choultry on the road from Ranneepett to Aolacammund in the Salem District	172	11	432	76	225
Amboor on the road from Ranneepett to Coimbatore in North Arcot District	57	10	144	110	75
Coimbatore Avenashy and Mettapallium on the road from Ranneepett to Aolacammund in the Coimbatore District	273	6	432	106	225
Gunnothee on the road from Hoonsoor to Caimbatore	57	9	144	20	75
Carroumuttumputty, Paulghaut Tirtullah and Ponany on the Road from Ranneepett to Ponany in the Coimbatore and Malabar Districts	230	6	576	176	300
Calicut Wundoor and Seisparah on the road from Calicut to Cotacammund	234	3	432	78	225
	418	1	2,304	995	1,200

3. I am desired to recommend that sanction may be granted for carrying out these arrangements at a charge of Rupees 2,304 per annum for Establishment inclusive of the cost of the Establishment at present maintained and an outlay of Rupees 1,200 for furniture.

Fort St. George,
26th September 1835.

(Signed) J. D. Bourdillon.
Secretary to Government.

No. 30.

To,
The Chief Secretary
to Government
Fort St. George

Sir,

I have the honor to acknowledge the receipt of the Extracts from the Minutes of Consultation under date the 13th Ultimo, on the subject of a new set of Rules for the occupation of Public Bungalows, and the provision of more convenient accommodation, with a fixed charge for the use of the Bungalow and the Services of the attendents.

In reply I have the honor to state for the information of the Right Honorable the Governor in Council that the Superintendants of Bangalore and Astagram have been directed to furnish the Bungalows mentioned

Moolwagal
Nursipoor
Bungalors
Chinnapatam
Mundinim
Mysore
Goondulpett

mentioned in the margin, with servants, furni-
ture &ca. in the manner proposed, and to put the
new regulations in force so soon as may be sup-
plied with copies of the Rules for their guidance.

Neundydroog
23d April 1856. } /Signed/ H. Ouchterlony
Commissioner

No. 179.

Ordered to be communicated to the Board of Revenue, in the Department of Public Works with reference to Extract Minutes Consultations 13th March 1856 No. 117.

Fort St. George,
3d May 1856. } /Signed/ J. D. Bourdillon.
Secretary to Government.

/True Copies/

/Signed/ J. D. Bourdillon.
Secretary to Government.

Ordered that the following letter be sent in reply.

(962.43)

To. The Secretary to Government
Revenue Department.

Sir.

B. No. 1270
To The Secretary
to Government
Revenue Department
Submitting the opinion of the Board on the proposal to introduce into this Presidency the System obtaining in Bengal in respect to Public Bungalows and suggesting the Road between Madras & Bungalore as best suited for the trial of the experiment.

I am directed by the Board of Revenue to acknowledge the receipt of Extract Minutes Consultation dated the 20th February No. 249 referring to the Board for report a letter transmitted to this Government by

Mr. Secretary Cushington with the report of Director General of the Post Office on a plan submitted to the Supreme Government for introducing the Bengal System in Seven, often most frequented public Bungalows in this presidency.

2. The Board have referred to the cor-respondence to which accompanied the Minutes of Consultation and desire me to offer their opi-nion on the modifications which Mr. Riddell has suggested in carrying out the plan originally proposed by the Madras Government. These modifications are as follows: 1st to reduce the number of Servants from three to two, a cook and sweeper appearing to be sufficient with the aid of an assistant to be provided by the cook from his own profits, in Bungalows where the number of travellers is great 2nd To furnish the Bungalows on our entire line of Road exacting the fee at each Bungalow but placing Servants only in those most frequented 3d To demand a fee of 8 annas only from persons not occupying the Bungalow more than four hours, this reduction having been found desirable in the Bungalows of the North Western Provinces.

The Board include to Mr. Riddels opinion

3. regarding

Fort St. George 29th April 1856

regarding the extent to which the experiment should be tried, they think that some frequented line of road should be selected and that the expenses which according to the calculation given in the accompanying correspondence of such a plan threatened to entail on the State might be lessened by placing establishments in the Bungalows which are most resorted to, but furnishing at the same time all on the line and requiring the payment of a fee throughout.

4. The Board are of opinion however that the above rate of fee (8 annas) should entitle a traveller to remain eight hours during the day instead of four hours as proposed from 8 A.M. the usual hour of arrival until four in the afternoon when travellers generally resume their journey.

5. As regards the number of Servants it does not appear to the Board that a Cook and Sweeper are sufficient especially on frequented Roads the last named functionary is already retained at all Bungalows and it would be necessary to employ both a cook and Baby in addition with these exceptions the Board desire me to express their concurrence in Mr. Riddell's suggestions.

6. The Road between Madras and Bungalore appears to the Board the line best suited for the trial of the experiment.

Revenue Board Office,
Fort St. George,
29th April 1856.

/ Signed / G. L. Forbes
Secretary.

C.R.

Fort St. George 29th April 1856

Revenue Department

944

No. 373

Extract from the Minutes of Consultation under date the 11th April 1856.

Bd. No. 1205
From the Secretary to Government

List of Statement of actual charges for Fasly 1264 and Treasury Bills submitted by the Board of Revenue 29th February 1856.

Sanctioning with the exception of certain items the actual charges for Fasly 1264

The Statement of Extra charges without Estimate in Nellore contains an item of Rupees 2925-0-9 being the pay of temporary Police Sibbendy stated to have been employed under the sanction of Government given on the 24th December 1853 and 9th January 1854. On referring to the correspondence on the subject, it is found that the Collector was authorized to entertain an establishment of one hundred Sibbundies on a salary of 5 Rupees each per mensem for six months, being 3000 Rupees in all, the object was to guard against the robberies to which the scarcity then prevailing in the adjoining Districts threatened to give rise. This was a specific sanction for a fixed term, and although the order provided that the sanction

Fort St. George 29th April 1856.

sanction would be renewed for a further period if necessary, the very terms required that the necessity should be represented and special sanction obtained. This however was neglected, a charge of Rupees 3,032-2-11 was incurred under the order in Fusly 1263, being in excess of the sanction, and now a further charge of nearly the same amount is submitted for Fusly 1264. The charge being thus irregular and unauthorized, the Government must decline to pass it until a satisfactory explanation shall be afforded by the Collector as to the circumstances under which it was incurred without due authority. The Collector will at the same time state whether he has ascertained any and what extra Police force in the current fusly, with an explanation of the grounds of his proceeding if he has done so.

2 The Government also observe that under any circumstances it would have been irregular to exhibit expenditure - such additional establishments in a statement of Extra charges, all such expenditure ought to be included in the Statement of Extra Establishment.

3 In Tinnevelly there is a

Fort St. George 29th April 1856.

Rupees 97-4-8 without Estimate consisting in the repayment of certain fines to parties. Such repayment ought not have been made within previous sanction. The Collector will now submit through the Board, a special application for sanction for the charge, showing the particular circumstances under which the repayment of the fine was proper and necessary.

4 In the same District there are two items in the Statement of charges without Estimate which have no proper place there, these are "Charges Merchandize on Treasure" amounting to Rupees 71-5-10 and "Salt manufacturers share" to the amount of Rupees 47,378-0-9. Both these are charges to be passed by the Civil Auditor on an ordinary audit, and not requiring the special sanction of Government.

5 In Masulipatam there is a charge of Rupees 32-0-0 for the purchase of a carpet for the Head Sheristadars Department. The Board properly remark that this charge ought not to have been incurred without the previous submission of an Estimate. The charge is however passed in the present instance.

6 In the same District of Masulipatam the Government find a charge of Rupees 1150 for rewards paid in pursuance of the Proceedings of the Foujdary Adalut dated 19th June 1855 to parties who apprehended the robbers

concerned

Fort St. George 29th April 1856.

concerned in Plundering the Nunde-
-gamah Talook Treasury. This charge
again is improperly included in the
Statement as under Section XXI Re-
-gulation IX of 1816, the Foujdaree
Adalut are empowered to authorize
the Charge and it seems have actually
done so.

7. In the same District there
is a large excess of Rupees 527-1-9
and of Rupees 283-8-9 respectively,
in the items of Hoozoor and Talook Sa-
-derwared Charges over the amounts
sanctioned by Government. The Col-
-lector explains that the increase in
the Hoozoor Charges is owing to the
additional Saderwared required
for the Sub Collectors and Special
Assistants Cutcherries, and of the
purchase of a larger quantity of
lamp Oil and Country paper, the increase
in the Talook charges he attributes to
the expenditure incurred in certain
Purganahs which have reverted to
Government. Explanation should
have been afforded however as to the
amount of Saderwared expenditure
in the Sub Collectors and Special Assist-
-ants Cutcherries respectively, as well
as of the amounts in the reverted

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Purganahs, and also as to the cause
of the increased requirement of lamp
oil and country paper. Pending the
receipt of explanation on these points
the Governor in Council resolves
to suspend sanction to the excess. It
is necessary to point out also that the
proper way of meeting the additional
expenses of the new offices, would have
been to prepare, and submit for sanction
a supplemental Estimate, and the
Government resolve to direct that
this course shall now be followed as
respects Fusly 1265 so far as any excess
over the sanction may be necessary
in that year.

8 With the exceptions above
noticed, the Right Honorable the
Governor in Council sanctions
the actual charges included in
the above list, amounting to Rupees
Thirty seven thousand one hundred
and fourteen Annas eleven and
pice two as particularized
below, and also the amount
of the Sub Treasuries Bills
shewn in the same list
being Rupees Three hundred
and fifteen and Annas four
as per Board's list.

Fort St. George 29th April 1856

			under Estimate	without Estimate
Nellore	Revenue Department		1372 12 4	3349 8 5
	Magistrate	Do	1232 11 7	3606 2 9
Tinnevelly	Revenue	Do	4637 6 5	49644 4 3
	Magistrate	Do	532 12 8	6048 8 3
Masulipatam	Revenue	Do	5806 8 2	4505 15 10
	Magistrate	Do	414 10 1	1582 12 2
			24353 13 3	69198 3 8
Total charges under and without Estimate				89547.11

Deductions

Temporary Police Sibbendy in Nellore pending explanation	2925...9
Repayment of fines in Tinnevelly for which special application should be submitted	97.4.8
Charges Merchandize on Treasure in do for which sanction is unnecessary	71.5.10
Salt manufactures Share in do / Sanction unnecessary	47878...9
Reward for the apprehension of robbers in Masulipatam / Sanction unnecessary	115...0
Excess in the Koozoor Sadermarel in do pending further information	527.1.9
Do in the Talook Sadermarel in do pending do	283.8.9
	52482.5.9

Fort St. George 29th April 1856

in Council resolves to remind the Board that he looks to them to take care that the Statements of extra charges are so prepared in conformity with the existing orders, and that when submitted to Government they neither contain unauthorized charges, nor charges of such a nature as not to need the sanction of Government.

10. The Government observe that at the present time nearly a year after the close of fusly 1264, the Statements of extra charges for that fusly are still due from the nine Districts named in the margin The Right Honorable the Governor in Council cannot but feel no surprise and regret at this long delay and he must particularly request the Board of Revenue to cause the remaining Statements to be submitted as early as possible.

North Arcot
South Arcot
Coimbatore
Cuddapah
Ganjam
Kurnool
Malabar
Rajahmundry
Trichinopoly

(True Extract)
(Signed) J. D. Bourdillon
Secretary to Government

944.45
Bd. No. 1285
Order thereon

Ordered that copies of the foregoing Extract Minutes Consultation be communicated to the Collectors of Nellore

Fort St. George 29th April 1856.

Nellore Tinnevelly and Masulipatam who will be pleased to furnish the explanation required respecting the several items objected to by Government.

Ordered also that transcript of the Board's remarks dated 29th February 1856 be furnished to the Collectors of Nellore and Masulipatam

The Treasury Bills have been duly returned.

Revenue Department

No. 382

946

To the Secretary to the

Board of Revenue

Bd. No. 1284

From the Secretary to Government.

Sir,

I am directed to request the attention of the Board of Revenue to a letter signed "Chamber of Commerce" on the third page of the Athenaum of the 10th instant, containing some useful suggestions as to the mode of preparing the District season Reports. Two points chiefly are noticed the use of local and vernacular terms, and the omission of information respecting the more important exportable products.

Calling the attention of the Board to a letter signed Chamber of Commerce in the Athenaum of the 10th instant containing some useful suggestions as to the mode of preparing the season reports issuing instructions thereon for the guidance of the Collectors in drawing up their future Reports.

Fort St. George 29th April 1856

2 The first of these has recently been noticed by Government in Extract Minutes Consultation 21st January 1856 No. 70. It was then remarked (para 13) that the use of vernacular terms in official correspondence is often the result of indolence rather than of necessity, and Government expressed the wish that strict care should be taken to put a stop to the unnecessary use of Indian words instead of English In the season Reports, which are communicated to the Chamber of Commerce the exclusion of vernacular terms is doubly necessary and I am directed to request that the Board will instruct Collectors carefully to avoid the use of such terms as much as possible, and that if in any case a native term is employed in the real or supposed absence of an English equivalent it is invariably to be accompanied by an explanation.

3 With respect to the second point noticed in the letter, it is to be remarked that

Fort St. George 29th April 1856

that the original intention of the "Season Reports" was simply to acquaint the Government with the prospects of the year in respect to food, at a time when there was much apprehension of a general scarcity. Hence the information is almost wholly confined to notice of the price of grain and of circumstances affecting it. But now that the Reports are furnished to the Chamber of Commerce it is desirable to make them as useful for commercial purposes - as they can be made without laying too much work on the local Officers, or causing delay. The Governor in Council desires therefore that Collectors may be directed to mention specially also in the Reports the prospects of the chief articles of exportable produce other than food, as Cotton Indigo, Sugar &c. so far as they may be able to ascertain them.

4 The old date of many of these reports is also noticed. The late submission of them by some Collectors has attracted the attention of the Government and the Board have been requested to enforce more

† Feby 25th 1856 No: 207

Fort St. George 29th April 1856.

I am desired now to repeat this request and to desire that the Board will not fail, on every occasion when a report is received later than it ought to be, to call the attention of the Collector to the fact. Further it seems desirable for the avoidance of delay that the Collectors should be directed on the same day on which they despatch their reports to the Board, to transmit a copy direct to the address of the Chairman of the Chamber of Commerce, the Board will be pleased to issue a Circular to this effect, directing also that the fact of a copy having been despatched to the Chamber should be noticed at the foot of that forwarded to the Board.

5 The foregoing orders if duly attended to will tend to make the season reports more useful to mercantile men. And I am desired to add lastly that the Governor in Council would wish the Board to communicate a copy of this letter to the Chamber of Commerce: and to take measures to ascertain from that body whether they have any

other

other amendments to suggest, and to endeavour to meet their wishes as far as may be practicable.-

Fort St. George
17th April 1856. } / Signed / J. D. Bourdillon
Secretary to Government

Ordered that the following letter be sent in reply.-

947

To the Secretary to Government
Revenue Department

Dy. No. 1258

To the Secretary to Government Revenue Department — } /

Sir,

I am directed by the Board of Revenue to reply to your letter dated 17th Instant No. 382 noticing the purport of a letter published in a late issue of the Athenæum News paper under the signature "Chamber of Commerce."

2. The letter in question attracted the observation of the Board and appeared to them to contain some useful suggestions they therefore issued immediate instructions to Collectors to adopt their season reports more carefully to the requirements

Circular 10th April 1856 No. 1056.

and comprehension of the mercantile body Collectors will receive further instructions as directed by Government to despatch copies of their reports direct to the Chamber of Commerce.

3 I am directed to observe that late reports have been received with punctuality from the different Districts

Revenue Board Office
Fort St. George
29th April 1856 — } / Signed / G. S. Forbes
Secretary

Ordered also that the following letter be sent.-

948

To the Chamber of Commerce

Sir,

Dy. No. 1269
To the Chamber of Commerce } I am directed by the Board of Revenue to forward for the information of the Chamber of Commerce a Copy of Extract Minutes of Consultation dated 17th April 1856 and of the Board's reply thereto.-

Inst. 29th Apl. 56.

Circular 29th April 1856

2 Instructions have been forwarded to the several Collectors to transmit to your address a copy of their season reports on the day of their despatch.

to

Fort St. George 29th April 1856

to the Board..

3 The Board would be happy to learn whether the Chamber has any other amendments to suggest, and they will endeavour to meet its wishes as far as may be practicable.

Revenue Board Office
Fort St. George
29th April 1856 — (Signed) G. S. Forbes
Secretary

Bd. No. 1259
Further Proceedings thereon —

(946-49)

Ordered that a copy of the above letter be circulated to all Collectors for their information and guidance..

It will be observed that the suggestion of Government contained in paras 2 and 3 more anticipated by the Board in their Circular dated 10th April 1856 No. 1056..

3 The Extract Minutes Consultation of 25th February 1856 referred to by Government was circulated from this office in the 3d March following..

4 The Board

Fort St. George 29th April 1856.

Collectors the necessity of exercising Expedition in the transmission of their season reports - and they will observe it is the wish of Government that a copy of these reports should be sent to the Chamber of Commerce on the day of their despatch to the Board - The copies should be addressed to the Chairman of the Chamber at Madras -

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No. 8.

To G. S. Forbes Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(950)

Bd. No. 1426
From the Collector of Rajahmundry

Sir

I have the honor to acknowledge the receipt of the 9 cases containing printing Presses the despatch of which was communicated to me in your letter of the 19th Instant - The cases for the Collector of Masulipatam have already been forwarded, and those for Ganjam will be despatched immediately

Fort St. George 29th April 1856.-

immediately. The Press for this Collectorate has been unpacked and set up. The Board are aware that no type, either English or vernacular nor the other articles necessary before the Press can be used so accompanied it arrangements have doubtless been made to forward a supply. I requested my Sub Collector Mr. Taylor, before leaving the District for Madras, to look out for a Head Compositor for me. I have not heard whether he has been successful in securing the services of a competent party but if not I shall gladly avail myself of the offer of the Board conveyed in the 6th Para of the Extract from their Proceedings of the 13th ultimo.-

Rajahmundry District
Collector's Office
Cocanada
29th January 1856_

(Signed) A. Parvis
Collector

Order thereon

(950-51)

Ordered to be recorded.

Fort St. George 29th April 1856.-

No. 22

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

(952)

Sir,

Bd. No. 973
From the Collector
of Malabar-

It has hitherto been the practice at the Post office to give stamped receipt for all packets of stamp papers forwarded from this office to the several Talook authorities. The Inspecting Post Master has pronounced this to be an irregularity at variance with the Post office Act and has directed its discontinuance. I have therefore the honor to request you will obtain for me sanction to incur the charge of Registry on all such packets and to insert such charges in my contingent Bill.

The Packets might be sent by Peons on my Establishment but the large and frequent demands for stamps in the District and the paucity of Peons prevent my making such an arrangement.

I

6916 Fort St. George 29th April 1856.

I deem it would be unsafe to send the packets without some acknowledgment from the Postoffice of their receipt.-

Calicut
19th February 1856 } (Signed) T. Clarke
Collector

Ordered that the following letter be sent in reply.-

(952-53)

To the Collector of Malabar

Bd. No. 1257

To the Collector of Malabar }

Sir,

I am directed by the Board of Revenue to reply to your letter of the 19th February requesting that sanction may be obtained for Registering all packages of stamp paper despatched by post to the districts Officers.-

2 The Board desire me to observe that they do not understand that any thing has occurred to shew that it is hazardous to send them in this way.-

3. It has occurred to the Board that the stamps might be despatched under charge of the Tresal peons, and they would wish to know whether this arrangement can be made before referring the subject to Government.-

Revenue Board Office
Fort St. George
29th April 1856. } (Signed) G. S. Forbes.
Secretary

6917 Fort Saint George 29th April 1856

No. 11

To

G. S. Forbes Esqr.
Secretary to the
Board of Revenue
Fort Saint George

(954)

Bd. No. 744

From the Collector of Malabar

Submits with reference to the Boards Endorsement dated 11th September last on Petition No. 2308 of 1855 a detailed Report on the Piece of Land claimed by Mr. D. Arango of Cochin and solicits Boards instructions on the subject.

Sir

I have the honor, with reference to the Boards Endorsement of the 11th September on a Petition from S. C. D Arango of Cochin dated 27th July last (herewith returned) to report that the piece of land claimed by Mr. D. Arango formed part of the Dutch Government gardens When a covenanted Officer resided at Cochin the Garden was usually appropriated by him and was so occupied by Mr. Greenway when Assistant Judge at Cochin. Mr. D. Arango the Revenue Sheristahdar and Fiscal applied for the ground for a Coffee Plantation, representing that it measured 37022 square feet and was liable

to

to assessment of Rupees 10—3—10 His application was acceded to and the land made over to him. Subsequently it was brought to the notice of the Collector that Mr. D. Arango had understated the extent and consequently the Revenue due on the land. The land was accordingly ordered to be measured and was found to cover an area of 73800 square feet and to be liable to an assessment Rs. A. P. 32—7—8 instead of only 37022 square feet with an assessment of Rs. A. P. 10—3—10 Mr. D. Arango was thereupon by an order dated 8th March 1847 informed that the land would be taken from him, and in pursuance of this order, on the 16th July 1847 a part of it was transferred to the Bishop of Verapoly for a Church site.—

The remaining land Mr. D. Arango was allowed as an indulgence to retain but with a clear understanding that it

this indulgence was not to be construed into Conferring on him any title to, or right in the land which was declared to be resumable by the Collector at pleasure.—

2 In 1848 a Puttah was issued to Mr. D. Arango for the land held by him in this document a translate of which is appended it was clearly set forth that the land was Government property and was resumable at pleasure, that these premises had been fully recognized and agreed to by Mr. D Arango Before the issue of the Puttah, the Bishop of Verapoly had applied for the land held by Mr. D. Arango and was informed that the land Could not be granted to him, but that his application would be taken into Consideration on Mr. D. Arango's resigning the land This Communication Mr. D Arango could not but have been aware of.—

M

3. At the end of 7 years and after Mr D Aranjo had retired on a Pension, he sold his right and title to the land &c to a Mr Bartholomeo Gnezellar for 300 Rupees. In March 1855 Petitions were presented by Mr Gnezellar and Mr D'Aranjo for a transfer of Pattahs and after a reference to the Fiscal in April of the same year and on the 23d July 1855 the transfer was effected in the usual form by the Naib Sheristedar to whom the settlement of the Cochin Talooks had been Confided in that year.

4 It was only subsequently to this transfer that Mr Conolly heard that a Consideration had been received by Mr D Aranjo to vacate the land. Adverting therefore to Mr D Aranjo's former proceedings to the express and clear terms on which he held the land and to the reply which

Mr D'Aranjo knew had been given to the Bishop of Verapoly and which clearly implied that Mr D. Aranjo had no power whatever to transfer the land in question, it appeared to Mr Conolly that the transfer was a dishonest and clandestine transaction which he could not sanction, and he called on the Fiscal to know why Mr D'Aranjo should receive 300 Rupees for making over to another party a piece of Government ground.

5. The Fiscal replied that Mr D'Aranjo having laid out on the improvement of the ground nearly Rupees 300 he had demanded that sum from Mr Gnezellar. The Fiscal was then called on to state exactly how the money had been expended and the nature of the improvements made. The

Fiscal

	Rs	as	ps	
For fencing the small piece of ground from North to South from 1848 to 1854 being seven years @ an average of 30 Rs per annum	210	"	"	Fiscal
Ditto Revenue from ditto to Do @ Rs 9-12-2	68	5	2	in reply
Do digging the ground annually from Do to Do at an average	20	"	"	simply
Pay of a man for watering the Coffee Plants which are now in existence and taking care of the Plantation for 7 years @ 36 Rupees per annum	252	"	"	submitted
Ditto building a shed for the watchman	6	"	"	a repres-
Ditto 7 small Huts	28	"	"	-sentation
Ditto thatching annually the above 7 Huts and Watchman shed for 7 years	91	"	"	from
Deduct	675	5	2	Mr Daranjo
Rent of the said 7 Huts for 7 years at an average	88	"	"	in which
Price of a few Bunches of Plantain at an average	10	"	"	he
	98	"	"	gave
Net Balance in my favor Rupees	577	5	2	the

account detailed in the Margin.

6. Mr Conolly not feeling satis-fied with the representation, for-warded it to the Joint Magistrate with a request that he would furnish him with his opinion on the justice of Mr D'Aranjo's claim.-

It seemed extremely doubtful to Mr Conolly whether the Sum alleged had been laid out, and whether, at all events, the improvements made on the land were of such a nature as to justify the demand of 300 Rupees for them.-

7. Mr Cullin represented that the only improvement traceable on the ground to Mr D'Aranjo was the exist-ence of a few Coffee and Plantation trees, which would be dear at 30 Rupees.-

8. Without committing him-self to any Statement as to what Mr Daranjo might have spent in former years on the ground. Mr Cullion observes that no permanent improvements were visible on the land, which appeared to be very much in the Condition it was at the time Mr Dranjo got possession of it.-

9. Mr Conolly accordingly dis-allowed the sale of the land for 300 Rs and offered Mr D'Aranjo 30 Rupees, the Sum mentioned by Mr Cullion as the value of the improvements found on

on the land, the right to occupy which he desired should be sold by public competition

10. During my visit to Cochin, I visited the garden sold to Mr. Gueizellar and see no reason to question value fixed by Mr. Cullen, on the improvements apparent on the ground. The garden contained only a few miserable looking Coffee trees and when it is recollected that the ground was formerly used as a garden, and was till taken possession of by Mr. D'Aranjo, in the occupation of Mr. Greenway, the charges submitted by Mr. D'aranjo cannot but appear exorbitant and exaggerated. M. D'Aranjo dwells much on the privilege allowed to others of transferring their right of occupation to Government lands for large sums of money and claims for himself the exercise of a like privilege.

11 There is no doubt that such a practice obtains in Cochin, but it appears to me to militate against the terms and conditions on which the lands are held and on which they are granted. All lands in Cochin except those held under Dutch Grants are Government property. Large portions have been given away at different times for different purposes, but in every grant the right of resumption is reserved to the Government. In some cases this right is absolute, in others it is qualified by the condition that the cost of the improvements made on the land shall be paid for according to the custom of the country. This condition is wanting in Mr. D'Aranjo's Puttah and the reason is obvious. he had, by the orders of the Collector of the 8th March 1847, lost all right and title to the occupation of the land by his fraudulent

fraudulent proceeding in concealing its true extent, and it had been taken from him. In the justice of this decision Mr. D'Aranjo must be presumed to have acquiesced as he never appealed against it or even, as far as it can be seen, remonstrated. In again allowing Mr. D'Aranjo to occupy any portion of the ground, the Collector was particular in informing him it was an act of favor and that the permission was only for a season, and was not to be considered by Mr. D'Aranjo as conferring on him any permanent title. The tenor also of the reply given to the Bishop of Verapoly in Mr. Conolly's communication of the 14th June 1847 and which was sent through the Petitioner, at that time holding the office of Fiscal, clearly indicated the terms on which the land was held and that the Collector reserved to himself the right

of resuming the ground on Mr. D'aranjo vacating it.-

12. In offering Mr. D'Aranjo the value of the improvements standing on the ground, Mr. Conolly shewed him every equitable consideration Mr. D'Aranjo must be fully aware that all improvements in this District are valued not at what a party alleges he spent in making them but at what is seen and palpable. the few trees remaining on the ground, the hedge &c. would be dear at the price fixed on them by Mr. Cullin That Mr. Gueizellar is willing to give 300 Rupees for the land is no criterion of the intrinsic value of these improvements. Land in Cochin from its scarcity fetches most exorbitant prices and I doubt not that if the piece in question were put up to public competition, though badly situated, it would fetch 3 times the price now quoted.-

The

Fort St. George 29th April 1856.

13 The land remain unsold and can if the Board deem right be restored to Mr. Gueizellar The sale of it was advertised but it has never been put up to competition I shall be glad therefore to receive instructions whether I am to carry out the intention of the late Collector and put up to sale the right of occupation, or whether while admitting the propriety and justice of his decision, considerations of clemency and pity towards an old Public Servant. crippled and reduced in circumstances shall be permitted to stay execution of the sale.

Calicut 26th February 1856 } /Signed/ T Clarke Collector.

No 1

Patteyom No 6

Patteyom granted by A. V. Conolly Esq^re Collector of Malabar to Mr. Ignacio Carlos D^e Aranjo of Cochin.

You having entered into

Fort St. George 29th April 1856

a kachut and received possession of four sections of land measuring 22164 Square feet or 4075 Carpenter Rolls on the western portion of the Government Garden the property of the Honorable Company situated within the limits of the Cochin Fort and adjoining the fpiece made over to the Bishop of Verapoly and having bound yourself to pay yearly to Government from the Fusly year 1257 the sum of Rupees 9-12-2 being the assessment fixed on the principales on which fruit trees are assessed and to relinquish the land whenever at may be required by Government and the land having been made over to you on theese conditions from the Fusly year 1257 you are required to pay to Government the sum of Rupees-9-12-2- from the Fusly 1257 and to be prepared to relinquish the land when-ever it may be required by Government persuant to your Kachit.

Written

Written at Calicut on the

30 Mithoonem 1023 or 10th April 1848.

Signed F. V. Conolly

Collector

/True Translation/

/Signed/ T. Clarke

Collector

954-55

Bd. No. 1293

Proceedings thereon

From the above report the Board learn that Mr. D Arango applied for the land which forms the subject of his present appeal for a Coffee garden and represented its extent as 37022 Square feet and its assessment as Rs 10—3—10—

2 It was subsequently discovered that its actual extent was 73,800 Square feet and its assessment Rs 32—7—8.—

3 In consequence of this misrepresentation Mr. D Arango was informed that the land would be taken from him and a portion was accordingly transferred to

another party in 1847

4 The remainder was left Mr. D Arango's possession and in 1848 a puttah was issued with a reservation contained in it that he should relinquish the land whenever it might be required by Government.—

5 Seven years subsequently in 1855 Mr. D Arango sold his right of occupation for Rupees 300 to a Mr. Guenzellar to whom the puttah was transferred.—

6 During Mr. D Arango's occupation of the land the Bishop of Verapoly applied for it and was informed that it would be given to him when Mr. D Arango relinquished it and this reply was sent through Mr. D'Arango's then Fiscal of Cochin. It also appeared that the Consideration received by Mr. D Arango for the land was greatly in excess of the value of his improvements which were estimated at only Rupees 30.—

The late Collector considered that the terms of the puttah and the

Reply

reply to the Bishop of Verapoly precluded Mr. D. Arango from transferring the land in any terms and disallowed the date of fixing Mr. D. Arango the estimated value of his improvements Viz. 30 Rupees and directing the right of occupation to be sold by auction.

8 Against this decision Mr. D. Arango has now appealed to the Board.

9 The custom of the District and the terms of the Pattah no doubt give the Government the right to resume the land at any time but the Board are unwilling to exercise this power and as a matter of clemency towards an old public servant now in reduced circumstances they resolve to permit Mr. D. Arango to transfer his right of occupation to Mr. Gneizellas.

10 The Board cannot but consider the system in force in Cochin in regard to Government lands to be evil but as the sole and exclusive

of all improvement. It cannot be expected that the occupants of such lands should lay out capital in their improvement when they can at any time be ejected without in some instances any Compensation for their outlay and without the power of transferring the limited right of occupancy which they possess. This system obtains the Board believe in no other district and is unnecessary now that Government possess the power of obtaining at a fair price any land required for public purposes.

11 They resolve therefore to request the Collector to report whether it would not be advantageous to alter the system in Cochin and in any other part of the Malabar District in which it prevails and to allow land to become the private property of the holders subject to the Government assessment but transferable at will without any

any reference to the Officers of Government.—

12 Mr. Clarke will explain the nature of the Dutch grants and the proportion they bear to the Government lands and whether the assessment on Government lands is lighter in consequence of the liability of the holder to ejection at any period.—

13 Mr. Clarke will also state the mode in which he would carry out such a change, i.e. whether he would simply annull the redemption clause in the puttah which would be sufficient if the assessment is not more favorable on that account than it would otherwise be or whether he would sell the proprietary right to the puttahdar when willing to purchase it or by competition when the occupancy lapsed.—

14 Mr. Clarke will also state the financial results of any measure he proposes and the Board hope he will be able to submit his report at an early date.—

No. 55

To G. S. Forbes Esqr.
Secretary to the Board of
Revenue.
Fort St. George

(956)

B3 No. 1008.
From the Collector of Tanjore . . .

Sir

I have the honor to inform you that of the petitions noted in your list of the 10th Instant, the Petition No. 3384 of 1855 has not been received by me

Tanjore, Combaconum 20th March 1855. . .
B2 No. 1263
Order thereon

(Signed) H. Forbes
Collector

(956.57)

Ordered with reference to the foregoing letter, that the accompanying Extracts from the Register of Petitions be forwarded to the Collector for his information.—

The Board observe from the books kept in their Office that the Petition referred to was forwarded under date the 4th 2 ultimo.—

Extract

6936. Fort St George 29th April 1856

Extract from the Register of Petitions.

No. of Petition	Name of the Petitioner	Abstract of the Petition.	Board's Endorsement
3384 of 1855	From Ramachendrien Meerasidar of Nagapoondy in Munnargoody Talook in the District of Tanjore.	Prays that as the late Maharajah of Tanjore died without issue, orders may be issued to resume his Estates without appointing any successor to him and to fix allowances to his dependants.	Forwarded to the Officiating Resident. 20th February 1856.

(Signed) G. S. Forbes
Secretary

To

No 64

To G. S. Forbes Esqr
Secretary to the
Board of Revenue
Fort St George

958

B21221

Sir

With reference to your Circular
of Proceedings - - - } under date the 26th February last No 569 -
I have the honor to state that as there are no
Mahatta Copies of the Summadundy accounts
prepared in this District their abolition will
not effect a saving in the Establishment but
additional expence must of necessity be incurred in the Cadaramarak here for furnishing the Village Officers with blank forms of Village accounts -

I am Sir
Your most obedient - - - } (Signed) W. Knox
Collector Cuttchery - - } Officiating Collector
Cuttchapore 3rd April 1856 - }

B3 d/2 1265
Proceedings thereon

958-59

The Officiating Collector is requested to submit an estimate of the fee - table additional expense - that will attach to each Village

Tillage

Village accounts have been supplied by Govern-
-ment, and if so, at what charge annually.-

№ 26.

To, G. S. Forbes Esqre

Secretary to the

Board of Revenue

Fort St George

960

B3 №1229

From the Collector
of Cuddapah - -

Sir

Agreeably to the instruc-
-tions contained in para 5 of the Board's
Circular № 3470 under date the 24th December
1855, I have the honor to forward a notice
of the sale of Abkarry rents of this District
with a view to the same being advertised
in the Gazette should the Board deem
it expedient.-

Cuddapah. - -
Collector's Office.
9th April 1856. -

(Signed) M. Murray
Collector

Notice

Notice

The Abkarry contract of the Cuddapah Collector-
-ate will be put up to public auction and sold to the highest bid-
-der for a term of 5 years ie from Fusly 1266 to 1270 inclusive at 11
A.M. Friday the 23rd May at the Collector's Cutcherry in Cud-
-dapah.-

No bid will be received below the average of
the last five years as shewn in the following Table.-

Talooks	Average annual revenue of last 5 years ie from Fusly 1260 to 1264	Minimum upset price for the 5 years revenue from Fusly 1266 to 1270.
Cumbum	9058	45290
Doopaud	1920	9600
Budwail	2902	14510
Jammulmudgoo	6586	32930
Doovoor	7263	36315
Koilcoontlah	7400	37000
Chitwail	7580	37900
Sidhout	3056	15280
Chennoor	21770	108850
Camalapoor	3384	16920
Goorramcondah	10698	53490
Muddenpally	12898	64490
Poolevendla	14534	72670
Roychoty	5517	27585
Joongamoor	7249	36245
	121815	609075

Every information with regard to the condition of sale
will on application be afforded at the Collector's office.-

Cuddapah. - - -
Collector's Office - -
9th April 1856 - - -

(Signed) M. Murray
Collector

The

Fort St George 29th April 1856

3 The purchaser will be required to make a deposit within 10 days after the sale in either cash Jewels or Government Bonds equal in value to the sum of two monthly Kists and he will further be obliged to furnish, by means of approved sureties, collateral security equal in amount to two more kists.—

4 He will also be required to pay 15 per cent of the amount of the deposit upon the farm being knocked down to him, and in the event of his failing to lodge the remainder within the time specified the farm will be put up again at his risk.—

5 The conditions of the lease and any further particulars connected with the sale can be learnt by parties applying to the Collector of Cuddapah.—

(Signed) G.S. Forbes
Secretary

(960-61)

Ordered that the following official Memorandum be sent.—

Official Memorandum

B. No. 1272

To the Superintendent of the Govt Printing Press ---

The Superintendant of the Government printing press is requested to publish in the Fort St George Gazette the accompanying notice of the conditions of the sale of the Abkarry farms of the Cuddapah District from Fasly 1266 to 1270 inclusive.

Revenue Board office. - - - -
Fort St George 29th April 1856 } (Signed) G.S. Forbes
Secretary

Fort St. George 29th April 1856

No. 53

962

B. No. 1225

From the Collector of Madras — Forwarding letter from the Acting Honorable Company's Solicitor together with the opinion of the Advocate General regarding the land usurped by Codundarama Moodelly situated in Tondiarpettah.

To
G. S. Forbes Esquire
Secretary to the
Board of Revenue

Sir

I have the honor to forward for the orders of the Board, a letter from the Acting Honorable Company's Solicitor dated the 1st Instant, giving Cover to the opinion of the Advocate General as to the Course in his judgement to be pursued for the recovery of the land usurped by Codundarama Moodelly in Tondiarpettah

The case is put so fully

2

in the Advocate Generals' opinion, that I do not hope to assist the Board's consideration of it by any remarks of my own. but as it may be expected that I should not merely pass it on without comment I will trouble the Board with such observations as occur to me—

First, as to the Advocate

Para 12

3

Generals' opinion that Mr. Ellis (the generally received authority on

Meerasy

Meerasy questions) asserts "Meeras" in waste land.—

4 Mr. Smyth quotes but half the dictum, the remainder, but then the right is limited by the nature of the waste & shows that Meeras does not extend to all and further on in the answer Mr. Ellis declares as the Advocate General himself admits Meerasidars have "no right of cultivation in unmemorial waste" which is the Kinds of waste now under discussion. They have no right to break it up or dispose of it without the consent of Government, as far as they are concerned it must remain what it is entered in the Village accounts "anadi Carumboo" or unmemorial waste.—

Para 15

5 Mr. Smyths argument also that anadi Carumboo may be cultivable and therefore the Meerasidars may cultivate it does not appear to me to be valid because the lands of the Villages being distributed

8 6 and 16

distributed into several classes according to their then estimated productive qualities. meerasy rights must be confined to the ancient divisions in which they are said to exist and could not at a subsequent period be declared to extend to either "anadi Carumboo" or "perumbokE" because some portions of these divisions might be found to be Cultivable The Board are aware that portions of both anadee Carumboo and perumbokE are sometimes cultivated when given by the Circar for Cultivation the Meerasidars would then receive their customary swatantrums from them in common with the other cultivated lands.—

6 Coduderama Moodelly ran a plough over this land and struck a few plants into it, evidently more with a view of proving ownership than with the prospect of raising any Kind of Crop upon it.—

7 If we had any village accounts in this Collectorate the particular classes ents

into which this land had fallen could at once be seen, but our village accounts have been destroyed and we can only bring the evidence of the Village authorities to the effect, that the land has been immemorially waste and such evidence would appear the best obtainable.—

8 I think then that we might prove to the satisfaction of the Court that the land was long waste might justly be termed immemorial waste and that Meerasy right does not extend to such waste.—

9 But the Advocate General then brings forward other, and, in his opinion fatal objections which I fear cannot be removed. The facts of the Meerasidars having for years constantly sold waste lands and of the Government, both recognising such sales by issuing Certificates to the purchasers and also on several occasions themselves purchasing waste from the Meerasidars

Meerasidars must be admitted. It cannot be denied that the Government right of interference with such sales has in many instances lain dormant. They have often taken up waste either unoccupied or in which proprietorship without title or payment of quit rent is claimed on alleged purchase from Meerasidars and have successfully resisted claims to compensation but as the Advocate General explains they stood in these instances on possession and left their opponents to prove their right elsewhere if they were capable of so doing so.—

Paras 19 & 21 10 The Advocate General in these Paras argues against the validity of the Notification of 1800 by which Meerasidars are declared to have forfeited their right to those lands for which Certificates were not taken out, I have already in like terms expressed my opinion against the force of this Proclamation.—

× To Board 12 Nov. 1855

11 The case adduced in Para 30 to show that the Government were willing to give compensation

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page 223 adfen

compensation even for barren and unpro=
ductive waste does not I think prove that
point The reply certainly states the
land to be of this nature, but it had
previously admitted that the land had
been for many years occupied and used
either in cultivation or in making salt
It was for this reason I imagine that
they signified their readiness to give
compensation whenever a title to the land
had been conveyed to them.—

12 Taking then into consideration
the facts and arguments which may be said
to surround this case I venture to concur
in the opinion of the Advocate General
that for the Government to pursue it as
Plaintiffs would be a measure of very
doubtful policy. It appears to me
preferable to adapt the course suggested
in para 36, and if the Board arrive at
the same conclusion I will request in
a future letter their formal Confirma=
tion of the sale of the land to Parthasarthy
Iyengar.—

Madras — — —
19th April 1856

/Signed/ B. Cunliffe.
Collector

S.G.B.

No. 108

Enc: 1

To,
B. Cunliffe Esqre
Collector of Madras

Sir,

Adverting to the correspondence noted in the margin, and having reference to the land in the Village of Tondiarpettah of which Cootalum Othendarama Moodelly has unlawfully and without Title possessed himself, I have the honor to forward you a Copy of certain instructions which I have laid before the Advocate General im=mediately on his return from the Neil=gherry Hills in January last, and a Copy of his opinion and views thereon.—

I would beg to suggest that these papers should be submitted to the Board of Revenue with any data and Remarks that may seem to you advisable and that I should here=after be furnished (for submission to the Advocate General) with such additional information as the Board may think it desirable to lay before him in order to the full consideration of this.

Letter from the Acting Coll.r of Madras to the Advocate General dated 1st Dec.r 1855.
Letter from the Advocate General to the Acting Coll.r of Madras dated 13th Dec.r 1855.
Letter from the Acting Coll.r of Madras to the Acting Company's Solicitor dated 20th December 1855.

this very important question.

Madras
1st April 1856.

/Signed/ I. R. Boyson.
Actg. Honorable Company's Solicitor

/True Copy/
/Signed/ B. Ouchterlony
Collector

Instructions

The following papers are herewith sent
The Brief held by Mr. Advocate General
on the trial of the action brought by
C. Cothendarama Moodelly against J. W. Mead
and A. Nullamoottoo Pillay in October
last. No. 342 of 1855.—

Copy letter from the Acting Collector
of Madras to the Advocate General dated
4th December 1855.—

Mr. Advocate General's letter to the
Acting Collector of Madras dated 13th
December 1855.—

Letter from the Acting Collector
of Madras to the Acting Company's Solicitor
dated 20th December 1855.

To Board 10th May 1855.

Correspondence between the Board of
Revenue and the Acting Collector of Madras
as to the rights of Meerasidars in waste land
immemorial and otherwise.

An examination of certain witnesses
sent to the Acting Company's Solicitor by
the Acting Collector

Satisfied the Acting Company's Solicitor
that for upwards of 30 years previous to
its being enclosed about 11 Month since by
C. Cothendaram Moodelly, the land in
question was waste and was in no way cultiv-
vated hedged or enclosed or in any way
dealt with or treated as private property

Mr. Advocate General will now
be pleased to Consider the general question
as to the rights of Meerasidars in and
to waste lands with a view to its being de-
termined who should be the lessor or lessors
of the Plaintiff in the action now to be
brought for ousting C. Cothendarama Moodelly
from the land of which /as it is alleged/
he has unlawfully possessed himself. This
question will necessarily involve the Consider-
ation of the regularity of the Proceedings of
The Honorable Company in resuming and
selling the land &c. &c.—

Copy. Opinion.

This Case though Concerning a very
Small and almost valueless piece of land
mere Sand. I believe in fact involves a very
important question no less than the right
of the Government or East India Company to

all

all waste lands or at least "immemorial waste" which this is said to be situate within the limits of Meerasee Villages.—

2 The consequences of a decision adverse to the claim here advanced by Mr Cunliffe, the Collector, on behalf of the Government might probably be so important that I think the bringing of an action of ejectment in the name of the East India Company against Othendarama Moodelly a measure of very doubtful policy unless some better evidence of the Company's right can be adduced than I have yet been furnished with.

3 That Othendarama Moodelly has taken wrongful possession of the ground and within the last 18 Months only and that the ground was unoccupied for 30 years previously I see every reason to think could be proved to the satisfaction of the Court. But this alone will not suffice to prove a title to the land in the East India Company. It may nevertheless be that the title to the land is in the

Meerasidars

Meerasidars and here is the difficulty. If the land were in the actual possession of the Collector as representing the Government or East India Company and the Meerasidars were to bring ejectment for it, the burden of proof would then rest wholly on them and I think they would very probably fail.

4 But if the ejectment is brought by the Government or East India Company as in this form of action the lessor of the Plaintiff must recover solely on the strength of his own title and cannot succeed by shewing defects in the Defendants title, mere possession being enough for him to rest upon, if the case is reversed and the whole burden of proof will rest upon the Company.—

5 Now Mr Cunliffe's letter of 20th December to the Honorable Company's Solicitor admits what is elsewhere shewn to be the case. Viz.t, that "the Meerasidars have been in the habit of selling the waste lands of this Collectorate and claiming Meeraes in them" "and that they were suffered to do so

without

Fort St. George 29th April 1836.

"without objection taken" "till" "about a year ago" when the then Collector Mr. Stokes satisfied the Board of Revenue "that the Meerasidars "had no Meerasey right in immemorial" waste and the Board refused to recognise it for the future."

Here the claim is rested solely on the circumstance that the waste land in the present instance is "immemorial waste" ("Anadi Caramboo" as opposed to "Sheyed Caramboo" which latter means Cultivable waste) and I have nothing whatever before me to prove that it is so or that it is not "Cultivable" can such proof be supplied? If the Company were in a position to put the present occupier or the Meerasidars to the proof that the ground had been used or occupied I think it highly probable that no such proof could be given but in ejectment

if

Fort St. George 29th April 1850

if the Company's claim is rested on the circumstance that the ground is "immemorial waste" and so I understand Mr. Cunliffe Mr. Stokes and the Board of Revenue to rest it, and if I am in error on this point I shall be glad to be set right / the Company must prove this by affirmative evidence, and not merely by the inability of others to prove the Contrary.

The difficulties of the case however by no means end here. It is admitted that the "habit" of the Meerasidars has been to sell even "immemorial" waste, and that only "about a year ago" was their right to do so first questioned.

This will be found a very formidable admission for it amounts to a recognition of upwards of 50 years standing of the Meerasidars right to do so. It will be not easy to get over such a difficulty as now. Mr. Cunliffe may well say "It is a "question which should have been noticed "by the Collector long before". In the great dearth of direct evidence upon the question the Courts might not unfairly presume that in former times, when better evidence was more likely to be attainable, Government

or

Fort St. George 29th April 1856

or its officers must have been satisfied by such evidence then in existence but now lost that the Meerasidars had such right, and that therefore it was that Government and its officers went on for upwards of 50 years permitting the right to be claimed and exercised "without objection taken" at any time on behalf of Government, otherwise the silence of Government and its officers amounts to gross negligence, and to sleeping on their rights, which the law always and very properly discourages. It is a maxim of the Roman Civil Law "vigilantibus non dormientibus subveniunt leges."

9 I should say that any Court in England would certainly after so great a lapse of time, such long continued tacit recognition make such a presumption if the Meerasidars were the parties in possession and the Government trying this question directly as against them, and as if Ejectment be brought against Cothendarama Mosselly the present [illegible] wrongful occupier the principal witnesses on behalf of the East India Company

Fort St. George 29th April 1856

must be / so I am informed / the Meerasidars themselves. I very much apprehend that their evidence may put the Government out of Court by their asserting that the title is in themselves, not in the Government. Their letter to Mr. Cunliffe which are now before me, dated respectively 19 and 25th July 1855 expressly claim this piece of land as theirs and complain that Cothendarama Moodelly has taken the land "without paying us the value." This is an additional and very serious difficulty that the case on behalf of Government so mainly depends on the evidence of witnesses who claim for themselves the very right which the Revenue authorities claim for Government.

10. There is however another, and perhaps even greater difficulty. It is almost certain that the Court, on finding that the Meerasidars have confessedly been in the "habit" of "exercising this right for upwards of 50 years "without objection taken", will conclude that this tacit recognition of their right so to do arose from Government having been satisfied at some former time, by inquiry and evidence, that they the Meerasidars had

had the right so to do it is almost certain. I say, under such circumstances, that the Court will so conclude if it can be shewn that Government formerly inquired into the question, and still more so if it be shewn that, upon such inquiry they or their authorized agents expressed an opinion in favor of the right of the Meerasidars.

11. Now this can be shewn and most distinctly, for it is on record that Government in their letter to the Board of Revenue dated 2d August 1814 directed a most particular inquiry into this very matter, and Mr Ellis's answers to their first 17 queries were adopted by Government and by it ordered to be printed for the use of the "service at large".—

12. The second of these 17 questions is Does Meerasy right extend to waste land? Mr Ellis answers "Meerasdie right wherever it exists, extends certainly to waste land", and in his note /22/ he adds "See the various documents in the appendix, by which it will be observed that the waste as well as the cultivated lands are invariably transferred by them".—

13. If it be said, in support of the claim of the East India Company that Mr

Mr Ellis is wrong in his conclusion nevertheless his report may be used as a distinct admission by an Agent of Government specially authorized to enquire into and report on this very question.—Nor does his admission stand alone. Mr Place the Collector who in 1794 ejected all the Meerasidars from the very Village where this disputed land lies, Viz, Tondiarpett, in a way which Chief Justice Strange in 1808 styled "an act so outrageous in its value", this same Mr Place afterwards entirely altered his opinion so much so, that the 5th Report of the Committee of the House of Commons on the affairs of the East India Company, printed in 1812, says he had become convinced "in 1799 and made a report to Government accordingly "that the Meerasidars "had an undoubted hereditary property in the soil." But even supposing Mr Ellis and Mr Place both wrong, this would in no ways affect one most important use that may be made of their reports, Viz, that Mr Place's in 1799, and Mr Ellis in 1814, gave express notice to Government that the Meerasidars claimed the right to sell waste lands within their Village boundaries; and that, after such notice, Government suffered them to exercise the right" without objection taken till 1854 that is for 55 and 40 years respectively. This amounts.

amounts to such an acquiescence, that after such full notice, and so long a continuance of the acquiescence, it will be extremely difficult to get rid of the effect of it. But it seems, the Government has gone further. Still Mr. Stokes, the Collector of Madras, in his report to the Board of Revenue dated 16th May 1855, says, Paras 5 and 6 that Mr. Gantz and the Meerasidars of Veyasserpandy both assert, and he does not say the assertion is incorrect, that Government on various occasions actually brought such land from the Meerasidars and paid them for it. This, if proved, is such a direct admission of the Meerasidars right that, in my opinion especially when coupled with the other facts I have noticed, it can never be got over. It may also be said "it is all very well to say now that Mr. Ellis and Mr. Place are wrong, but what higher authorities are there on the other side".

14. The word "invariably" used by Mr. Ellis may perhaps be open to question, for it seems to me that only the first of these documents the Canarese (page XXIV appendix) specially mentions "uncultivated land" but Mr.

Mr. Ellis probably means that inasmuch as the others generally purport to Convey every thing within the four boundaries of the village (now-pangellai) and also specifically the "Ashta bhogani" or Eight privileges of ownership they must be taken to include all waste lands if so his meaning is I think fully borne out by the terms of the Documents-

15 Mr. Ellis adds expressly that if the land be cultivable the Meerasidars may cultivate it when-ever their means permit or rent it to the parcoodis "now the question whether land be Cultivable" or not in other words whether however the quality of the soil it be possible to bring it under any kind of cultivation is one of those questions where one fact is worth a bushel of arguments & I find by the papers laid before me that Cothundarama Moodelly actually ploughed upon the land and did something slight indeed but still something in the way of Cultivation- If so this seems to

to

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to me proof direct positive and Conclusive that the land must be and is "Seycal Caramber" which even Mr Stokes does not claim and which Mr Ellis expressly says belong to the Meerassidars even however if the land were Anadi Caramber Mr. Ellis continues "but in the immemorial waste though they possess the exclusive right of cutting firewood working quarries &c. &c. this &c. may possibly be found like Littletons to cover a great deal / they have no right of cultivation much less can they break up Common used for pasturage or cut down productive trees" Their I can only read as a distinct admission that even if Government can prove this land to be "immemorial waste", still the Meerassidars have some certain and distinct Rights regarding it besides whatever indefinite ones may come under the &c. &c."

16 To the 3d of the 17th Questions "Is Meerasey Right forfeited for ever when Cultivation is for a single year discontinued?" Mr. Ellis replies "distinctly" "Meerassi Right is not forfeited by the discontinuance of Cultivation

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Cultivation for a single year or any longer period during the life of the Meerassidar his son or his grandson" and what follows makes strongly against any right on the part of Government except in one plan where he says that under certain circumstances Government might perhaps though it would be thought "harsh" resume the "Inisram" into "Swatantram" to a certain extent and in another part he says that in some of the Madras villages even "spots of waste land for which they the Meerassidars / Refused to take certificates which / spots have since been considered the property of Government" because, as he puts it the Meerassidars "preferred Resigning them" "Rather than make a "fixed money payment" but he expressly adds he cannot therefore in such a case be said to have forfeited &c. &c. them from "neglecting to cultivate" and I would add that "their preferring to Resign" their lands under such circumstances would hardly of itself be held to give Government a good

a good title -

17 Mr. Ellis's answers to the 1st & 6th questions shew that Inerassi right has always existed in the villages within the boundaries of the Supreme Court and Tondiarpet stands first on the list given in answer to the 1st Question and tho' he says in answer to the 4th question "In the villages of Madras Inerassi right has been always respected by the public officers for being under the immediate eye of Government in justice whenever attempted must have been liable to instant detection and would of course be promptly corrected" he himself shews that the Reverse was too often the case - for he adds correcting the generality of his former Statement every person conversant with the Revenue Department must be acquainted with many instances in which the officers of Government have not respected the rights of the Meerassidars owing, he adds to ignorance of their existence inattention

inattention to their extent and to avoid any real or fancied inconvenience -

18 Nor is this mere Statement the case Reported by Chief Justice Sir T. Strange shows that in 1794 Collector Plaw expelled the Inerassidars of Tondiarpet in Inerassi & tho' in 1799 he altered his opinion he did not restore them - In Minutes of Consultation of 8th January 1796 moreover the Government itself rejecting the opinion of the Board of Revenue authorized the Collector to declare the Inerassi of Trimmaly forfeited because the Inerassidars refused to rent the Government share of the produce -

19 Mr. Stokes in his Report of 16th May 1855 says (Para 9) that in 1800 the Government published a "modification" that thence forward they would acknowledge no title but Government Grants in the form of Leases or Certificates Mr. Ellis page 7 says that "what may be Considered a permanent Settlement was made by Sami Naik and Mr. Agidaire (the Collector) in

1802-3

with the Meerassidars of the Vil-
=lages within the Boundaries of the
Supreme Court and that the Cer-
=tificates then issued to them Con-
=firmed to them every Right they had
previously possessed but it seems
very doubtful whether the Certifi-
=cates really did so for it seems
clear that the Certificates do not
Confirm to the Meerassidars any
Right in "immemorial waste" though
Mr. Ellis says expressly they had
some Rights therein Moreover Mr.
Ellis says expressly that "one of the
grand features by which Merassi
is distinguished in this part of In-
=dia, the holding by joint Shares
under the Pangumalie Registers
was then obliterated" and as Regards
Tondiarpett in particular Chief Justice
Strange says expressly that when the
Meerassidars were expelled in 1794
those who got in "pulled down the
houses" disposed of "every thing sala-
=ble" and in fact destroyed all vestig-
=es of former Rights—

Mr.

20 Mr. Stokes in the case before
him and Mr. Lumisden in the present one
both lay stress on the fact that the Mee-
=rassidars have no Certificate for the
Spot of ground in question and Mr.
Stokes Refers to Mr. Ellis's work as show-
=ing that the want of a Certificate is fa-
=tal to the present Claim of the Meras-
=sidars whether the land be "immemorial
waste or productive Common"—

21 Mr. Ellis however only uses the
cautious phrase that the Merassidars having
Refused to take Certificates which would
make them liable to quit Rents for some
"Spots of waste land" those have since
been Considered the property of Govern-
=ment "By whom Considered—By Govern-
=ment itself I presume. But can a legal
title be so acquired—If a Lord of the
Manor in England were on Succeeding to his
inheritance to "publish a Notification"
that he would acknowledge no titles in
any of his tenants who did not take out
new Leases from himself at increased
Rents in many Cases but would "Con-
=sider" their Farms to be his property I
apprehend that his Copy hold tenants
and those who hold under Still subsisting
leases would Consider his "Notification"

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as mere waste Paper the Courts of Law most assuredly would.

22 Mr. Stokes notices some particular cases which he considers to make in favor of Government and against the Merasidars but when examined they appear to me either to make against Government so far as they apply at all or else merely to shew that in particular cases where the onus lay on the Merasidars to prove their rights as against Government they were unable so to do. There are more cases of this kind than Mr. Stokes has noticed but none of them will in the least help Government in a case like the present when the onus probandi will be entirely on Government if ejectment is brought by it.

23 The first (Para 11) is the case of the site of the Pandaram Pillai at Vayasurpandy for the price of which 32 Cannies the Merasidars obtained a Decree "in some year not mentioned with interest from 1805" being doubtless the year in which Government took possession. This case does not apply says Mr. Stokes for two Reasons 1st "It would be necessary to shew that the land when taken was unproductive" This seems to me not exactly correct. "Kayal Caramber or cultivable land may be unproductive at a particular time but that will not make it" "Anadi Caramber" or immemorial waste and in Para 12 Mr. Stokes only claims the latter. But moreover Mr. Stokes seems to assume that the land cannot be shown to have been unproductive which I doubt much land there about has been so

so for the last 20 years at least But secondly Mr. Stokes says "even then the parallel would be incomplete, because this land was apparently appropriated by the state before the Merasidars had the option of establishing their right to it by taking out certificates" I will not again advert to the point that in my opinion, tho' Government might have the power, it had no sort of right; to make the Merasidars title depend on their taking out Certificates. I will merely now advert to Mr. Stokes' dates, as to which he seems to me (upon his own showing) to be in error - He admits the Merasidars recovered interest on the price of this land from 1803. which apparently was therefore the time when Government took possession; but he says this was before the Merasidars had the option of taking out Certificates - Yet in Para 9, he says the notification giving this option was published in 1800.

24 The latter objection therefore seems to fail altogether, and the case may be found wholly applicable, and certainly so far as it does apply at all, it makes entirely

entirely against the claim now set up on behalf of Government.—

25 In para 13 Mr. Stokes says that in 1820 another claim was received from the price of the Powder Mill Land, that by a letter of the Board of Revenue dated 14th August 1823. the claimants were required to prove their title and failed to do so— This I can well believe. but this will not help Government in the slightest degree in a case like the present.—

26 In Para 14 he says that in 1827 the company's solicitor gave a long opinion on the general question rather favouring the Merasi claim. but which Mr. Stokes considers not to touch the case of lands if waste or held without a certificate, while he says that in 1838. with reference to the West esplanade Mr. Robertson declared in very unequivocal terms that as certain land was waste no compensation could be claimed for it.—

27 Mr. Robertson may be right I should like to know his reasons and proofs. His opinion or declaration could not

not even be offered as evidence much less would any Court be bound by it.—

28 In para 16 Mr. Stokes shews that in 1839 Mr. Robertson again, and with the Board's sanction, acted on this opinion with respect to the site of the Masonic Lodge near Saint Thome, and the claim of the Merasidars tho' preferred to this ground was finally rejected It may have been rightly rejected too, for want of proof, but it surely dont follow that because the Merasidars cannot prove a title to such ground therefore the Government can. It is just one of those cases where, in the absence of complete proof, "potior est conditio possidentis"

29 In Para 16 Mr. Stokes refers to another case relied on by the Merasidars. but shews very correctly that it does not apply.— but shews very correctly that it does not apply.—

30 There is another case in 1851 in 5 Moores Pte. cases 247 "The East India company. N. Veerasawmy Moodly" The original Bill in which I was the Plaintiffs counsel was in 1844 by C. Wordsworth Moodly. The East India Company and several others for compensation as a Merassidar under an alleged contract for part of the esplanade. The East India company's answer admitted they had taken the ground, not under any contract but adversely in 1783 and had resumed it

it in 1813 and 1816, they said it was waste but that they were willing to pay compensation to any Merajeidar who could make out a good title, but that none had ever done so. The court here considering a contract to be proved, referred the matter to the Master as to the ability of the parties to give a good title, and from this, there was an Appeal, and the Privy Council held, that there was no actual contract proved, but only an intention to a contract, and therefore no equity; and that the Original Plaintiff must prove his title at Law - The case was never carried further This case therefore only shows that even where Government admit they believe that the Merajeidars generally of a Village have a claim for compensation particular Merajeidars often find it impossible to prove a legal title In the present case however this difficulty would fall on Government, for it will be they who would here have to make out this proof so difficult to establish on one very important point the above

case

case is quite opposed to Mr. Stokes' views and Mr. Robertsons' for the East India Company's answer expressly states that "the land in question was barren and unproductive, and was frequently flooded and overflowed by Salt water, and that there had been no profits arising from it." and yet it goes on to admit that the Government were willing and directed that a sum of money should be paid for this land taken possession of by them to the parties respectively entitled as Merajeidars to the same - thereby distinctly acknowledging that tho' waste, Merajeidars were or at least might be, entitled to it This formal admission by the East India Company and their Law Officers, in a regular Suit, seems to me very strong against the view of Messrs Robertson, Stokes and Cunliffe -

31 There is but one case that I have been able to find on which I could found anything like an argument in favor of this claim so recently advanced on behalf of Government, after along a lapse of time, after so many and such strong admissions

both

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both in words and acts, and against such high authorites. The case is "Dac dem Moo-too Perumall and Tondaven". tried or rather began on the 26th September 1808 before Chief Justice Strange and Mr. Justice Sullivan, 60 Witnesses were examined and the trial occupied 13 days. It was an action of ejectment on the Title brought by the Merasidars of Tondiarpet (dis-possessed in 1794. by the Collector Mr. Place) against the Grumany people who took possession after the ouster Government took no part in the action. The case as it appears to me may be used in this way. — 1st it says expressly the evidence on both sides as presumes

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an antient grant from Government vesting the right of cultivation, of which no direct proof is existant 2dly The meerasedars gave the fullest evidence in their power fuller probably than they could now do to establish what were their rights as Merasedars and the Chief Justice Enumerates a variety of particulars as proved, but from beginning to end no mention is made of any claim on their part to waste lands of any kind, and it may be said if this claim really existed, they would not have failed to urge it and give Evidence of it whereas they did neither.

32. The obvious answer to this however is not constant that this particular right was than in dispute if it were not there was no occasion to mention it, much less to give evidence of it. Also it may be replied, the argument proves too much for the Omission. if it proves any thing, proves that merasedars have no (right) in Even "Cultivable" waste land whereas Mr. Ellis expressly affirms that they have and Mr. Stokes does not deny it, and whereas Government by the strongest of all admissions namely by purchasing in some cases, in others by admitting their readiness to pay, have admitted the right of the meerasedars to be compensated for even entirely waste land.

33. I shall be glad to be informed if the Board of Revenue can remove any of

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the difficulties and objections by which I feel so much pressed, or furnish me with any Evidence of the title of Government to such ground as that which Cathum Darama Moodely has taken possession of. the reports and opinions of the authorized agents of Government / I mean Messrs. Place and Ellis may be used as admissions against Government but the opinions of their own servants Messrs. Robertson, Stokes, Cunliffe, or even the Board of Revenue itself, whatever moral weight they may carry, and however entitled to respect as the opinions of experienced Revenue Officers cannever be admitted as "Evidence" for the East India Company.

34 Unless therefore better evidence than I can at present aware of can be adduced I cannot anticipate success in an action of Ejectment by the East India Company against Cathundarama Moodily, and failure might give birth to a number of inconvenient claims whereas by refraining from stirring them up, and by resting as has hitherto been done on possession & throwing the onus probandi on those who dispute the right of Government, Government will probably continue to be as successful as it has hitherto been by pursuing this line of conduct, I cannot find that Government has ever undertaken, or been advised to undertake the burden of affirmative proof, in such a case, it seems without

hitherto always to have acted on the defensive, and such seems the only prudent course where the right seems so uncertain, and the evidence savery meagre and defective.

35. I am however strongly of opinion that it is very desirable both as a matter of general and public example, and in order to prevent the success of this particular fraud, that Cathundarama Moodily should not be allowed to retain possession of the land he so illegally usurped, and his claim to which he has tried to bolster up by so much falsehood, and I think I can suggest a way of doing this effectually.

36. Mr. Cunliffe's letter of 8th October last to the Board of Revenue shows that on the 21st September 1855, at the public sale then held Parthasarady Iyengar bought the land If the Board of Revenue will confirm the sale to Parthasarady Iyengar and gave him a conveyance, then without Government or the Board of Revenue intervening Parthasarathy can easily manage by way of greater security to his title and as if merely to prevent the possibility of any future objections / to obtain a general release of the meraseedars claims, whatever they may be, not specifying or admitting any in particular / and then Parthasarathy will be armed with a complete perfect title, then as Government will have got his money it

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it cannot be objected that they are doing any thing but what is perfectly fair and reasonable if their Law officers appears for Parthasarthy. The case will then turn on one single point, whether the court believes the witnesses who swear that cothundarama and his father have possessed the land for ~ about 40 years past, or the meerasseedars and ~ others, who swear that Cothundarama first enclosed it about 15 Months ago.

37 If the court believe the latter, cothundarama Moodily will meet his deserts, and as his punishment will in such case apparently proceed from Government, the prestige of its authority would thereby be effectually restored while if cothundarama succeeds he ~ would do so merely on the ground of long possession which would in no way interfere with any claim or right of Government it would only appear that Government had been misinformed as to the actual occupation of one particular spot of ground.

/Signed/ Thos. Sydney Smyth
Advocate General

/True Copy/
/Signed/ J. R. Boyson
Acting Hon. Comt. Solr.

/True Copy/
/Signed/ B. Cunliffe
Collector

25th March 1856

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Enclosure No. 2

To

The Advocate General

Sir

I have the honor to forward Copy of an Extract from the Proceedings of the ~ Board of Revenue dated 17th November 55 conveying the orders of Government, that the record in the case of certain land, alleged to be held without title by one Cothendarama Moodily of Tondiarpetta, should be laid before you for opinion as to the course to be pursued, as regards the right to the land, and the Collection of Rent.

I beg to forward translations of the papers / the originals being in the Vernacular / upon a consideration of which it was supposed by this Office and the Board of Revenue, ~ that the land in question belonged to the ~ Government, and had been usurped by Cothundarama Moodily.

He asserts long possession, ~ but he has never paid any Quit Rent, nor has there been until the middle of the year 1854 any ostensible possession upon which this Office could have claimed the dues ~ consequent

Vide Ainil- ~ dars Urzee, 5th March 1855.

consequent on occupation.

It appears to me that we can prove by many witnesses, that the land until or about the period aboue mentioned, was waste, unenclosed, and and that when a ridge of sand was thrown up around it which might be done in an hour, the Meerasdars complained of the usurpation

The question is an important one, for the rights of the Government are endanger-ed if their waste lands can be occupied with-out title, without payment of Quit Rent, and even without ostensible possession, as merely by a party asserting long possession and procuring evidence, which is easily obtainable, to support his assertion.

It is declared that Cothundara-ma Moodely rests his claim partly upon a judgement of the supreme Court in his favor, on his bringing an action of trespass against a neighbour for entering this land, but on this it may be sufficient to remark that

that the Government were not a party to the suit, were not heard in the matter, and that as against them, the judgement had no effect.

If you should wish to converse with me on the subject generally I will call at any time you may appoint

Madras - - - 4th December 1855

/Signed/ B. Saunderson
Acting Collector

/True copy/

/Signed/ B. Saunderson
Acting Collector

Enclosure No. 3

To

B Saunderson Esqre
Acting Collector of
Madras

Sir

I have the honor to acknowledge the receipt of your letter dated 4th Decem-ber 1855, with the accompanying Papers, submitted by order of Government, for my opinion as to the course to be pursued as regards the right to the land in dispute, and as regards the collection of the Quit Rent on it

It

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2 It appears to me that as regards the collection of the Quit Rent, that is for the last six years, to which Act 12 of 1851. Section II limits the collection there is no difficulty. The alleged usurper Cothundarama Moodily, would be, it seems, only too happy to be allowed to pay, in the hope of probably of being able to use the receipt for it as evidence of title against Government though as section VII authorises the levying of Quit Rent from "any person holding" &c. whether by a good title or a bad one, I do not exactly see how any such use could be made of it. At any rate his letter of 6th July 1855, expressly offers to pay any Quit Rent, when informed of its amount, so that I do not see that any difficulty on this score is to be anticipated as regards him, and it is not suggested that any is expected from any other quarter.

In

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3 I think however it would be the preferable course first to settle the question as to the right to the land and then to proceed to levy the Quit Rent. If he cannot be ejected by due course of law, he will probably adhere to his offer, and pay the Quit Rent on demand. If he should not do so, it is only necessary to follow the directions of Section VII of the Act 12 of 1851.

4 As regards the right to the land the proper and only course to determine that is by an action of ejectment, ma King C. Cothendarama Moodelly the Defendant. You are quite correct in believing that in such an action no use whatever can be made by C. Cothendarama Moodelly of the verdict in his favor in the action of trespass stated to have brought by him against some third party not improbably a collecting Defendant. I am not however clear as to who should be the Lessee of the Plaintiff in such an action. The letter of the Meerassidars dated 19th July 1856 appears to me to shew that they claim the land again the Collector claimed it

it, and put it up to auction as the property of the Government, that is of the East India Company and it was knocked down to one Parthasarthy. From the Proceedings in the late action in the small Cause (Supreme) Court, by C. Cathendarama Mood: delly against Nalla Moottoo Pillay and Mr. Mead, the Government servants, I collected that Government (or the Col: lector and Revenue Board) acknowledged Parthasarthy as the purchaser, if so the action must be brought in his name.-

5. The evidence however must be nearly, if not entirely, the same, in whosoever name the action may be brought.-

6. If the Statement of the Meerasidars, and of the Peons Vee: rasawmy and Comarasawmy (mentioned by C. Sabapathy Moodelly Rent Conjeepillay in his letter of 18th July last) bear out what appears in the paper now before me, and they are believed by the Court, there is of course an end of C. Cathendarama Moodelly's claim, but not only is it to be expected that he

he will get up evidence to support his claim, but it will be very desirable that the evidence of the said Meerassi: dars, Peons, and any other available witnesses, should be taken by the Honorable Company's Solicitor before any Proceedings are actually commenced, that Government may know exactly what evidence it can depend upon; for it too often happens that Statements which appear most satisfactory and decisive turn out upon cross examination to be mere hearsay not receivable as evidence at all.-

7. I think a personal interview with myself or the Honorable Com: pany's Solicitor would be desirable.-

Ootacamund
13th December 1856

(Signed) S. Smyth
Advocate General.

(True Copy)
(Signed) B. Cunliffe
Collector

No 4

Extract from a demi Official letter from Acting Collector to A. G. & Solicitor

Here is a letter from a.g. in reply

reply to mine (also forwarded) in the matter of Codundarama Moodelly:-

There is no difficulty about the levy of Quit Rent, that can be col:-lected according to the act.-

I believe that you have in your Office copy of the documents I so forwarded to the A.G. as they are in:-cluded in the case as forwarded to you by the Government for the defence of the action, and the parties giving Evidence for us can be sent to your office whenever you wish - The Auit:-dar is absent on two months leave.-

The A.G. is in doubt whether the land belongs to the Government or the Meerassidars as the latter call it theirs, but still the Govern:-ment brought it to auction & their property. The apparent contradiction arose in this way - The Meerassidars have been in the habit of selling the waste lands of this collectorate and of claiming Meeras in them - It is a question which should have been noticed by

by the Collector long before, but until lately, it has been allowed to remain without objection taken. Stokes about a year ago brought the matter before the Board of Revenue, and adduced argu:-ments sufficient to satisfy the Board, that the Meerassidars had no meerassy right in Immemorial waste and the Board refused to recognise it for the future.-

Hence I claimed the waste which Codundarama Moodelly had but lately enclosed as Government property, and sold it as such, pend:-:ing the confirmation of the Board to the sale - This was never Enam applied for, for if you recollect you put me into the box for the purpose of shewing, if I had been allow:-ed, that the confirmation of the Board not having been received - I could not have put the purchaser in possession.-

I have much on hand for this week or would come to your Office and speak on the matter - Next week are our holidays, but after the first proximo I shall be at your service.-

(True Copy)

20th December 1856.- (Signed) B. Cunliffe
Collector

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Ordered also that the Notice accompanying the Collectors' letter be forwarded to the Superintendent of the Fort St. George Gazette for Publication.

Pd.

6987 Fort St. George 29th April 1856.—

B/ No. 1271.

Proceedings thereon.—

Recording observations on the letter from the Collector of Madras Conveying the opinion of the Advocate General regarding the measures to be taken with respect to the disputed price of land now in the possession of Codundarama Moodelly and requesting the instructions of Government as to the course to be pursued in the case.—

Rect. to Collr 8th August 1855. Submitted to Govt 9th October 1855

962-83

The history of this piece of ground is briefly as follows. Being found to be unassessed and immemorial waste the Collector obtained the sanction of the Board of Revenue for putting it up to public sale on behalf of Government. This measure was opposed by Condundarama Moodelly who maintained that it was in his occupancy but he failed to show any title and expressed his willingness to pay the assessment that might be placed upon it. He was afterwards successful in an action for trespass which he brought against some of the Collector's servants who entered on the land to measure it and mark its boundaries but the favorable decree which he obtained was founded on the fact that as he was in actual possession the Proceedings of the Collector's servants were not sustainable in law. The soundness of Codundarama Moodelly's title to the land did not come before the Court and this question was left untouched in the Judges decision

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decision.—

†Extract minutes of Cons: 3d Novr/55. In Cons: 9th Novr/55.

2— Government paid the costs and damages awarded against the Collector's servants in this Suit and on the suggestion of the Board of Revenue directed that all the papers connected with the disputed land should be placed in the hands of the advocate General for the purpose of obtaining his opinion "as to the course of Proceeding "proper for the Government to follow, as "respects both the right to the land and the "Collection of the quit rent on it." The Board accordingly resolve to lay the Collector's letter above recorded and its enclosures before Govern=ment with the following remarks.—

Extract minutes Cons: 12 in Cons: 14th Novr/55

Enclosure in F: Madras 9th in Cons: 29th April 1856.

3 The Advocate General is of opinion it would be inexpedient for Govern=ment to bring an action for the purpose of ejecting Coadundarama Moodelly To succeed in such an action it would not be sufficient to prove that Codundarama's title is defective—Government must show that its

Fort St. George 29th April 1856.

its own right to the land is clear and full, and the advocate General conseders that on this point grave difficulties present themselves. If Government rests its claim on the fact that its order of 1800 abolished Meerasy rights within the Madras Collectorate and that it thus becomes entitled as the paramount power to all unassessed and immemorial waste land, Mr. Smyth objects that the Court would not admit the validity of the order, and that the acts of Govern=ment in purchasing immemorial waste land from the Meerasidars after the order was passed are fatal to its force. On this point he quotes the legal axiom now "Vigi=lantibus dormientibus subvenicent leges" to show that after such a practical acknowledgment of the rights of the Meerasi=dars Government would fail in inducing the Court now to declare it entitled to all immemorial waste land. It appears to the Board that the very order of 1800 is a proof

Fort St. George 29th April 1856.—

proof that Government was not inattentive to its rights, and that the Maxim "Nullum tempus est regi" would allow it now to assert them but as the validity of the order would probably be denied by the Supreme Court, and Government have certainly since purchased lands which according to that order were already its own property, the Board agree with the advocate General, and the Collector Mr. Cunliffe, that it is unadvisable to seek to eject Codundarama Moodelly on the strength of that order.—

4. The question then arises whether under the rules which regulate Meerasy right the Government could bring a successful action of ejectment, and on this point also the Advocate General feels difficulties. He considers that the Court would not allow Government to dispute Mr. Ellis's exposition of Meerasy law which was written by him when in its service and was published and circulated by its orders. Deeding therefore the law as laid down by

Fort St. George 29th April 1856.

by Mr. Ellies the Advocate General finds that any right of Government to the land in dispute would depend on their proving it to be immemorial waste for which purpose they would have to resort to the evidence of the ryots of the Village, who in their character of Meerasidars have advanced a claim to the land on their own part. The arguments into which Mr. Smyth enters on this subject deserve attentive perusal and they lead him to the conclusion that though Government might successfully defend its rights if attacked those rights are not sufficiently precise and strong to ensure success to Government in an action of ejectment against another party.—

5 General parts of the Advocate Generals' opinion appear to the Board open to dispute. For instance it has been formally and officially declared that Mr. Ellis's exposition of Meeraſs, is not acknowledged as correct and gives only the

See remark in Para 3 of Bo: of B. & L. Revr. 11th Decr. 1828 which were approved of by Court of Directors in Para 28 of their Despatch of 30th July 1828 as Communicated to Board in Extract Minutes of Coms: dated 22d May 1829.

Fort St. George 29th April 1856.—

Dated 11th in Cons: 26th February 1856

the opinion of an individual though in a late Extract from Minutes of Consultation it has certainly been dis-gnated "the best authority" on the subject. Besides even if the law was admitted to stand as laid down by Mr. Ellis the Board consider that the Court ought to support Govern-=ment so far as to prevent Codundarama Moodelly enclosing and occupying this piece of waste ground without their consent, since, even Meerasidars are not allowed, according to Mr. Ellis to break up or alter the condition of immemorial waste lands without the permission of Government.—

6. But while the Board do not concur in this part of the advocate General's opinion, they agree in the conclusion at which he has arrived that it is not advisa-=ble for Government to bring the whole subject of Meeraſs before the Supreme Court which it appears to them would unavoidably be done by instituting an action of ejectment against Codundarama Moodelly. Besides the disadvantages under which the Go-=vernment would be placed in bringing the Suit, as

Fort St. George 29th April 1856

as pointed out by the Advocate General, the subject is so difficult and complicated, and the decision would be of such importance from the extensive interests which it would affect in Madras and elsewhere, that the Board think it desirable that it should not come before the Supreme Court, except on an unavoidable occasion and after very full and careful preparation. They quite agree with the Advocate General that the attitude for Government to assume within the Madras Collectorate is to maintain its interests by standing on possession, as much as possible, thus acting on the defensive, and leaving the onus probandi to those who dispute its rights.—

7. The consideration then remains is Codundarama Moodelly to be left in possession of the land he has usurped.* The Advocate General is averse to this course on account of its bad example and the encouragement it would give to future encroachments. He+ therefore suggests that Parthasarathy Iyengar who pur-=chased the land at the public sale should receive

* Para 85 and 86 Vide Cons: 1st in F. Madras 9th in Cons: 29th April 56.

Fort St. George 29th April 1856.

receive a certificate from Government confirming his purchase, and then should be left to obtain possession by bringing with the aid of the Meerasidars an action of ejectment against Codundarama Moodelly- The Collector of Madras concurs in this recommendation and the Board presume that it has been ascertained that Parthasarathy Iyengar will be enabled to obtain the co-operation of the Meerasidars—

8.

If the end in view was simply to realise the quitrent due to Government on the land, this could be secured by taking it from Codundarama Moodelly who is willing to pay it But higher considerations are involved- If Government gives up its rights to the waste and Mr. Ellis's views on Meerasi are to be accepted, future revenue from quarries, jungles &c. must be abandoned and claims may be made by the Meerasidars for restitution of these sums which Government has hither to received from these

Fort St. George 29th April 1856.

these sources, for example from the Srikari-Cottah Jungles and Chunam quarries- Embarassing questions would also arise about the waste lands which Government has sold in the Madras Collectorate, and has given away in endowing Chuttrums or remunerating its village servants in the adjoining Districts- In his second answer Mr. Ellis expressly says that the Meerasidars have "the exclusive right of cutting firewood working quarries &c. &c. in the Anady Caramboo or immemorial waste" and this Statement has been recently referred to by Government as "the very best authority" and led them to set aside a late decree passed in their own favor

Extract Minutes Cons: 11th in Cons 26th Feby 1856 Para 2 No 156

/Extract Minutes of Consultation 5th September 1855/ When therefore Government in another order directed Chunam quarries in Madras as well as elsewhere to be rented out on its account, the Board presume that they considered the order of 1800 to subvert the right of Meerasidars in the immemorial waste, but the Advocate General in his present

E: M. C. 11th in Cons 22d February 1856 No 149.

Fort St. George 29th April 1856.

present opinion strongly opposes any claims so founded, and the whole question is thus involved in much difficulty.—

From Madras 29th March in Cons. Bd. No. 1082.

9. The subject of Meeraj by right in the waste has lately come before the Board in an important manner and will be adverted to in separate proceedings. The Board will here only observe that they must doubt its ever having practically existed to such an extent as Mr. Ellis describes while the difficulty which it would in their opinion cause to the improvement of a district renders them unwilling to see it now acknowledged. The present question is how best to preserve the rights of Government from encroachment in the case of Codundarama Moodelly:—

10. On the whole they are inclined to think that the best course is to direct the Collector to levy quit rent from Codundarama Moodelly, as his having been declared in possession by the Court affords a reason for taking this step, and Government would thus

Fort St. George 29th April 1856.—

thus deal with the land irrespectively of the Meerasidars. This course would not in the Board's opinion exhibit more weakness on the part of Government than would be shown by the procedure which the Advocate General suggests. The community would not fail to perceive the inability of Government to make over possession to the party who had purchased the land at their public sale, and if he instituted a suit for its recovery great embarrassment might be caused to the public interests by the Court assigning the land to him on the conveyance of the Meerasidars and not in right of his purchase at the Government sale.—

11. With these remarks the Board request the instructions of Government as to which of the 2 courses is to be pursued, and will only observe that if the purchaser is left to recover the land by a Civil suit, his expenses should in their opinion be defrayed by Government, for though the known opposition of Codundarama Moodelly may have discouraged bidders and led to his getting

Madras Col. Sec. Letter of 19th Nov. 55. sent with Bd. Proceedings of 22d Ult. Claim

Fort St. George 29th April 1856.

getting the land somewhat cheap all public sales have hitherto taken places on the understanding that posession will be made over to the purchaser.—

12. If Government approve the Boards suggestion they will instruct the Collector to make a list of all alienated pieces of ground in his Collectorate and request the aid of the police whenever necessary to prevent encroachments upon them.

To

No. 143

G. S. Forbes Esqre

Secretary Board of Revenue

Fort St. George.

964

Bd. No. 1311.

From the Collector Sea Customs Madras

Sir,

Para 1. I have the honor to state that application has been made to me by Messrs. Hales and Doyle for the amount of their pay while under suspension. In my letter dated 6th Ultimo No. 79. I reported that I had suspended Messrs. Hales Doyle and Waiters and as the duty of the Departments in which they

Fort St. George 29th April 1856.—

they were employed must be carried on, I employed other parties to perform them.—

2. The Board having directed "the "re employment of these 3 Servants pending the "orders which Government may finally pass "respecting them"— I directed their attendance at office on receipt of these instructions— They appeared on the 12th Instant and the orders of the Board were carried into effect—

3 Under the Rules laid down by Government two parties cannot be paid that is double payment made. I beg to solicit the instructions of the Board as to the claim these parties may have while their duty was performed by others, not on the employ of Government.—

4. The Board will I trust permit me to observe that the enquiry under taken by the Magistrate was on his own responsibility and not made in communication with this Department. I accordingly respectfully solicited, in my letter to Government, that an investigation might be held which would bring the truth to light respecting the Roberry.—

Dated 1st April 1856 No. 79.

7000

Fort St. George 29th April 1856.

5.

I enclose a Statement exhibiting the amount claimed by each party.—

Sea Custom House,
Madras 21st April 1856.

/Signed/ W. E. Underwood
Collector Sea Customs.

P. S.

Mr. Waters application similar to that of Doyle and Hales has just been received.—

No. 1.
Statement.—

Mr. Waters from 28th February to 11th April 1856 at 125 Rupees Per Mensem—	}	179-7-3
" J. Doyle from 4th March to 11th D.o at 50 Rupees P.r D.o—	}	63-7-11
" J. Hales from D.o to D.o at 35 R.s P.r D.o—	}	44-7-2.

Sea Custom House
Madras 21st April 1856.

/Signed/ W. E. Underwood
Collector Sea Customs

B.d No. 1266.

Proceedings thereon.—

(966. 65)

Mr. Underwood is requested to report on what date Substitutes were appointed to perform the duties of Messrs. Waters, Doyle and Hales what portion of the salaries was arranged to be given to them and whether any sums have been yet paid to the Substitutes.—

To

J. B.

7001

Fort St. George 29th April 1856.

No. 72

To,

G. S. Forbes Esqr.
Secretary to the
Board of Revenue
Fort St. George

(966)

B.d No. 1260.
From the Collr. of Trichinopoly

Sir,

I do myself the honor to transmit the prescribed Advertisements for the sale of certain lands of this District the property of Ryots in the Talook of Lonaud, who have failed to satisfy the demand for arrears of Revenue due on account of the Fusslies as per Margin And I solicit your Boards sanction for the sale taking place.—

Fusly 1260 — 2	23	11	7	
" 1261 — 3	54	4	0	
" 1262 — 3	591	14	5	
	669	14	0	
Fusly 1264 — 2	289	1	11	
Jodb. 95	959	—	5	

The arrear for these Fusslies amounts in the aggregate to Rupees 959—0—5 and is justly due by these proprietors who shew no intention or inclination to make good the Government demand notwithstanding the service upon them of the legal notice. I have therefore no other alternative than to let the law take its course.—

Trichinopoly District
Vogtallay goodalore
Collectors Cutcherry
22d April 1856.

/Signed/ J. Bird
Collector

Statement

1002 Fort St. George 29th April 1806

No 1

Statement of the Lands to be sold

Defaulters Name	Talook	Village	Description of the lands Whether Nunjah Poonjah &c.	No.	Fields Name	Extent	Assessment	Amount of the arrears payable for current Fasly
						C. G. A	P. A. P.	P. A. P.
1 Lutchmana Caverayen	Conaud	Tholamada vee	Nunjah	1	Vunnanvody Cuttay	" 89 8	3 9 6	3 9 6
2 Govinda Naick	Do	Do	Do	1	East of endancoondon Cuttay	" 50 "	2 15 6	2 15 6
3 Para Pichen	Do	Do	Do	1	South of Vunnanvoday Cuttay	" 50 "	1 15 10	1 15 10
4 Volundum Pillay	Do	Do	Do	1	East of Seerunganachy Cuttay	" 50 "	3 3 5	3 3 5
5 Coottyal Corlin	Do	Do	Do	1	Do of Nadoongunny Cuttay	" 50 "	3 3 5	3 3 5
6 Moorgan Coverayen	Do	Do	Do	1	Do of Tholymadengan Cuttay	" 50 "	1 15 10	1 15 10
						3 39 8	10 15 6	16 15 6
7 Palany andy Inootrien	Do	Inoorcoor	Do	1	Cotty anteroo Cuttay	" 50 "	1 13 9	1 13 9
8 Arnachellum Pillay of Vangoor	Do	Do	Do	1	Puchairgunthum Cuttay	" 32 8	2 7 2	2 7 2
9 Veneretramien	Do	Do	Do	1	Palooday Cutty Cuttay	" 15 "	" 14 8	" 14 8
						" 97 8	5 3 7	5 3 7
10 Vurdcingar	Do	Coyaulum	Do	1	Poongady Cuttay	" 62 8	5 3 4	5 3 4
11 Many Garen	Do	Do	Do	1	Sockumboondoo Cuttay	1 " "	12 14 6	12 14 6
12 Soobramany Jen	Do	Do	Do	1	Parathara Vuttum	" 50 "	6 10 9	6 10 9
						2 12 8	24 12 7	24 12 7
13 Dayeryen Pillay	Do	Agarum	Do	1	Tolamaday East of Navalanya Cuttay	" 25 "	3 7 "	3 7 "
14 Ramasawmy Naiken	Do	Do	Do	1	Do West of vurmanaday Cuttay	" 50 "	2 5 "	2 5 "
						" 75 "	5 12 "	5 12 "
15 Common property of the Village	Do	Kolacoochy	Poonjah	1	Maundoppoo Poonjah	3 50 "	2 9 2	2 9 2
16 Arnachellum Pillay	Do	Do	Do Garden	1		52 10	1 7 "	1 7 "
17 Randaveroya Pillay	Do	Do	Nunjah	1	Nanthungal Cuttay	" 75		

| | | |

Fort St. George 29th April 1856

							Rs	a	p	Rs	a	p	Rs	a	p
22	Sheroovaingadum Pillay	Do	Vaugoor	Do	1	Yaloombady Coonoo	"	88	3	7	1	7	7	1	7
23	Rajalingam Pillay	Do	Do	Do	1	Cunny Kenyam Cuttay	1	7	8	8	9	8	8	9	5
24	Thungamoottasary	Do	Do	Do	1	Nadoraijanaday cuttay	1	99	8	11	1	9	11	1	9
25	Cuchay Veera Pillay	Do	Do	Do	1	Cuyalady cuttay	"	45	1	2	5	8	2	5	8
26	Veerabadra Pillay of Cottamachary	Do	Do	Do	1	Aravamadian cuttay	1	66		7	2	7	7	2	7
27	Gnasawmy Pillay of Woriore	Do	Do	Do	1	Narayuttum cuttay	"	73	14	5	14	7	5	14	7
							6	20	8	42	3	7	42	3	7
28	Moottoocarpen of Pappa Coonchy	Do	Pappa Coonchy	Do	1	Cauel Yarayely	1	5	"	5	5	6	5	5	6
29	Sampoorayen Cooling Pullem	Do	Do	Do	1	Poobootherottoo cuttay	"	55	8	2	13	3	2	13	3
							1	60	8	8	2	9	8	2	9
30	Curpen Lepoy	Do	Calcundar Cottah	Do	1	Sevendren Pallum Cuttay	"	79	1	5	10	1	5	10	1
31	Sashum	Do	Sameraven Pettah	Do	1	Vennavaday Cuttay	"	90	12	5	6	8	5	6	8
32	Teiroovaingada Pullevarayen	Do	Irapungaven	Do	1	In No. 275	"	60	6	2	13	10	2	13	10
33	Vadamalay Pallavarayen	Do	Do	Do	1	In No. 275	"	60	6	2	13	10	2	13	10
					2	In No. 327	"	30	8	1	7	"	1	7	"
							"	90	14	4	4	10	4	4	10
						Total	1	51	4	7	2	8	7	2	8
34	Common property	Do	Inamottaroo nellore	Do	1	2 Small manys or house gracundy	"	"	"	8	"	"	8	"	"
						Grand Total	26	28	9	155	11	2	155	11	2

Trichinopoly
22nd April 1856.

(Signed) J. Bird
Collector.

7004

Fort St. George 29th April 1856.

No 2

Statement of the land to be Sold—

Defaulters Name—	Description of lands. Taluk—	Village	Fasli Nanjah Panjah Year	No.	Name	Extent	Assessment	Amount of arrears payable for current Fasly—
						Cs	G A P	R A P	R A P
1 Govendappa Naiken	Conaud	Sholamadavy	Nunjah	1	East of Cadacondoo Cuttay	"	50 .	2 15.6	2 15 6
2 Mootoosawmy Pillay	Do	Agarum		1	Shersothoo Cuttay	"	25 "	1 2 6	1 2 6
3 Ramasawmy Pillay				1	Moocksal Cuttay	1	" .	6 14 "	6 14 "
4 Canagasabay Pillay				1	Simmenthia Iranika Magalum Cuttay	"	16 11	1 2 5	1 2 5
5 Arnachellum Pillay				1	Valavady Cuttay	2	88 12	13 6 7	13 6 7
						4	30 7	22 9 6	22 9 6
6 Verdingar									
7 Mauggariem									
8 Venkatasingar land in the enjoyment of the Mortgagee Condasawmy Pillay	Do	Condyanlum	Do	1	Poongady Cuttay	"	37 8 . 3	2 . 3 . 2 "	
				1	Paratharoovuttum Cuttay	1	10 . 8	7 8 . 8 7 8	
				1	Punniady Cuttay	1	" "	7 3 6	7 3 6
						2	47 8	18 13 2	18 13 2
9 Pichoo Ramasawmy.				1	Coorovaly Cuttay	"	32 5	3 14 9	3 14 9
10 Ramasawmy	Do	Pauppa Coorchy.	Do	1	A. Iraicty of Cottady Chey	"	50 7	7 15 5	7 15 5
						"	82 12	11 14 2	11 14 2
11 Venkatasingar	Do	Yalamalevie	Do	1	Teroovelayadoom Cuttay	"	75 .	5 10 9	5 10 9
				2	Calingullanny Cuttay	"	63 12	4 14 11	4 14 11
						1	38 12	10 9 8	10 9 8
12 Coopsiem	Do	Inorlly Curumboor	Do	1	Thuthy naikal Cuttay	1	57 15	22 12 11	22 12 11
13 Soobba Royer	Do	Do	Do	1	Pottayaloona Cuttay	1	24 14	7 13 8	7 13 8
				2	Pillouvetty Cuttay	"	58 "	3 5 6	3 5 6
						1	82 14	11 3 2	11 3 2
14 Samoovien	Do	Do	Do	1	Valuckooroorum Cuttay	1	74 4	13 " 10	13 10
15 Inurday				1	Voodaraputty Cuttay	1	79 15	13 7 2	13 7 2
						6	95 "	60 8 1	60 8 1

7004

Fort St. George 29th April 1856.

Statement of the land to be Sold — No. 2

	Description of lands.			Fields.							Amount excluding
13 Soobba Royer	Do.	Do	Do.	2	Pillonuttu Cuttay	-	55	3	5	6	3 5 6
						1	82 14	11	3	2	11 3 2
14 Samoorsien											
15 Muruday	Do.	Do.	Do.	1	Valuckonpoorum Cuttay	1	74 4	13	-	10	13 - 10
				1	Voodarapuddy Cuttay	1	79 15	13	7	2	13 7 2
						6	95 -	60	8	1	60 8 1
16 Lingannun Mathoovien	Do.	Parour	Do.	1	Nathanngal Cuttay	"	15 2	1	5	-	1 5 -
17 Iyasawmy Pillay	Do.	Wyacondan Peroomaly	Do.	1	Kenamadapparum Cuttay	3	7 6	42	4	-	42 4 -
18 Coottymoothapooran	Do.	Ayamuny =galam	Do.	1	Parythy-ky Ray Cuttay	1	36 8	18	3	2	18 3 2
19 Coopparieng ar	Do.	Covalay Coolay	Do.	1	Yaradichay Cuttay	1	4 - 6	15	8	6	15 8 6
20 Ramasawmy Wo				1	Kerryamania Nasay	"	77 "	4	"	8	4 - 8
21 Namaseroyam Pillay	Do.	Cockarasom Petta	Do.	1	South of Coonum Cuttay	1	47 15	11	9	8	11 9 8
22 Pichamoottoo Curpan				1	Do. of Sathoocoodiam Cuttay	1	38 12	10	14	8	10 14 8
						3	63 1	26	8	10	26 8 10
				Total Cuttays	24	25	71 2	222	10	7	222 10 7

Trichinopoly
22nd April 1856.

(Signed) J. Bird
Collector

7005

Fort St. George 29th April 1856

Bd No. 1264

Proceedings thereon

(966-67)

The Board of Revenue authorize the Sale for arrears of Revenue of the lands alluded to in the foregoing letter and direct the publication in their Office of the Advertisements forwarded by the Collector - Thursday the 5th June next being fixed for the day of Sale -

R.

7006

Fort St. George 29th April 1856.

No 150

To G. S. Forbes Esq.
Secretary to the Board of Revr.
Fort St. George.

(968)

Bd Rs. 1407.

From the Collector of Customs — Sir, Para-

Bringing to notice the sudden fall of the shed on the Beach and the disasters caused thereby, suggesting that certain alterations be communicated with immediately but without awaiting the sanction of the Govt. & requesting to be informed whether any aid is to be afforded to the families of the persons killed.

x 4 Geo. 4 C. 13. 2nd Rev. Hall 13 & 14 Vict. c. 28 Govt. 155 Cl. 13.

& the Secy to Govt Nr 334 dated 22nd Octr. 55 Para 5.

In last year I observed "It appears "to be inevitable that Government must at one time or "other incur a large outlay the present buildings must "come down and if some are not removed they will "fall of themselves."

2. In a letter to the Secretary to Government "the Chief Engineer has recommended the shed "on the Beach be removed, I beg to add my "respectful recommendation to his that it be "done without delay as within this last few days "I have been obliged to prop it up to prevent "parts falling down. The two sheds in the yards "on the Southern side are much in the same "Condition; and if they fall likely to occasion "loss of life. Upon inspection by the proper "officers they are considered unsafe, I trust no "time may be lost in their removal."

3. I regret to add that the Southern side

Side of the shed on the Beach fell down early this morning on 6 persons - Two were killed and from the appearance of the bodies must have died instantly

4. Three others were wounded, one had a superficial wound on the head which was dressed and he went home - The second an old man has received a fracture of the Rib and is suffering much - The third had the hip Joint dislocated, the Cap of the knee injured and a superficial wound on the head - These two parties are in the Native Infirmary

5. Dr Vansomeran was passing by at the time the accident occurred and humanely rendered assistance to such as needed it - It is a melancholy satisfaction to learn from a medical officer that the two parties were quite dead when the bodies were found -

6. The Chief Engineer has taken down the remaining portion of the shed and Captain Rawlins will also remove one of the sheds under the orders he has received, which has been barricaded to prevent parties entering it -

I

7. I very respectfully submit, it is essentially requisite that the Report shed on the Beach, the alteration of the room below and one of the new sheds proposed to be erected in the yard - should be Commenced on "Emergency" - without waiting for Sanction from the Supreme Government - The second shed in the yard should be pulled down immediately though it is not to very dilapidated as to authorize this being done without Sanction -

8. I have very respectfully to Request that the Board of Revenue will lay this my application before Government at an early date with expressions of a hope that authority may be pleased to add the support of their Recommendation in its favor -

9. I respectfully submit under the circumstances whether any public aid temporary or permanent may be afforded to

Fort St. George 29th April 1856.

to the families of the parties who have been killed.

Sea Custom House
Madras
28th April 1856.

(Signed) W. E. Underwood
Collector Sea Customs

Ordered to be submitted with the following letter.

To The Secretary to Government
Revenue Department.

968-69

B. No 1287

To the Sec'y to Govt

Sir.

Para 1 I am directed by the B. of Revenue to submit for the information of Govt, a letter from the Collector of Sea Customs dated 28th April 1856 (received this day) reporting that the Southern side of the Shed on the Beach fell down on the morning of the date of his letter, killing two men, and wounding three others, one superficially and two severely.

Sea Cus. 29th Apl 1856

2 The state of this shed was brought to the notice of Government in the Correspondence noted in the margin, and is referred to in Para 109 of the Madras Public Works Budget for 1856-57.

From Coll. Sea Customs 28 May & Govt 11 June 1855
Pro: 11 June "

3 The remaining portion of the Shed has been taken down by the Chief Engineer, and another shed in a dilapidated state has been barricaded to prevent people from entering it.

4 The Collector of Sea Customs proposes that the Export Shed on the Beach, the alteration of the room below, and one of the new sheds proposed to be erected in the Yard, should be commenced on emergency, without waiting for the sanction of the Supreme Government. The B. solicit that the necessary orders on this subject may be given to the Department of Public Works. The other Shed in the Yard, reported to be also in a dilapidated state, should likewise receive immediate attention.

5 The B. beg to call the attention of the Government to the last Para of Mr. Underwood's letter with reference to the families of the sufferers.

Rev. B. Office Fort St George 29th April 1856.

(Signed) G. S. Forbes
Secretary

Fort St. George 29th April 1856.

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

970 B. No 740 From the Collector of South Arcot. Statement of actual Charges incurred under Estimate in the Revenue Department of his District for Fusly 1264.

971 B. No 714. From the Collector of Trichinopoly. Statement of actual Charges incurred under Estimate in the Revenue Department of his District for Fusly 1264.

972 B. No 174. From the Collector of Coimbatore. Statement of actual Charges incurred under Estimate in the Revenue Department of his District for Fusly 1264.

973 B. No 475 From the Collector of Coimbatore. Statement of actual Charges incurred without Estimate in the Revenue Department of his District for Fusly 1264.

974 B. No 739. From the Collector of South Arcot. Statement of actual Charges incurred without Estimate in the Revenue Department of his District for Fusly 1264.

975 B. No 713. From the Collector of Trichinopoly. Statement of actual Charges incurred without estimate in the Revenue Department of his District for Fusly 1264.

976 B. No 742. From the Collector of South Arcot. Statement of actual Charges incurred under estimate in the Magistrate Department of his District for Fusly 1264.

977 B. No 716. From the Collector of Trichinopoly. Statement of actual Charges incurred under estimate in the Magistrate Department of

978
B. No. 3338.
From the Collector of Coimbatore. Statement of actual charges incurred under estimate in the Magistrate Department of his district for Fusly 1264.

979
B. No. 741.
From the Collector of South Arcot. Statement of actual charges incurred without estimate in the Magistrate Department of his district for Fusly 1264.

980
B. No. 715
From the Collector of Trichinopoly. Statement of actual charges incurred without estimate in the Magistrate Department of his district for fusly 1264.

981
B. No. 3334.
From the Collector of Coimbatore. Statement of actual charges incurred without estimate in the Magistrate Department of his district for Fusly 1264.

970-82
Order on the 17 abovementioned Statements. Ordered that the necessary remarks of the Board be inserted in the proper Column of the abovementioned Statements and Submitted for the Sanction of Government.

Received the undermentioned Miscellaneous Letters and Statements.

From

983
M. No. 1032.
From the Collector of Tinnevelly. Return of fines imposed and Stoppages made from the Pay of the Public Servants for March 1850.

984
M. No. 1031
From the Collector of Madura. Return of Public Servants suspended or dismissed from Employment during the Quarter Ending 31st March 1850.

985
M. No. 1030
From the Collector of Tinnevelly. Return of Public Servants suspended or dismissed from Employment during the Quarter Ending 31st March 1850.

986
M. No. 1025
From the Collector of South Arcot. List of letters addressed to the Board and remaining unanswered upto 31st March.

987
M. No. 1074.
From the Collector of South Arcot. List of letters received from the Board and remaining unanswered upto 31st March.

988
M. No. 1027.
From the Jt. Coll. of Masulipatam. Statement Shewing the quantity of Salt in Store available for exportation to Calcutta on 15th April 1850.

989
M. No. 1026
From the Collector of South Arcot. Statement Shewing the quantity of Salt in Store available for exportation to Calcutta on 15th April 1850.

990
M. No. 1034.
From the Collector of Guntoor. Rain Report for March 1850.

991
M. No. 1033.
From the Collector of South Arcot. Rain Report for March 1850.

From

7013 Fort St. George 29th April 1856.

992
Mad. No. 1022.

From the Collector of Cuddapah — Stating that the report on the qualifications of Village Officers was despatched to the Board on 15th Instant —

993
Mad. No. 1023.

From the Collector of Cuddapah — Stating that the report on the alteration of boundaries of taluks &c. was despatched to the Board on the 20th Ultimo —

994
Mad. No. 1035

From the Collr. of Tinnevelly — Stating that no person was suspended or dismissed under Regulation VII of 1831 during February 1856 —

995
Mad. No. 1036

From the Jt. Collr. of Canara — Informs that the returns of Revenue Defaulters are blank for March 1856 —

996
Mad. No. 1038

From the Collr. of Nellore — Account Current of Salt for March 1856 —

997
Mad. No. 1037.

From the Head Signaller in Charge of the Fort St. George Signal Office — } Requesting to send the service messages for transmission to this Office —

Proceedings

Compd. J. D. B.

7014 Fort St. George 30th April 1856.

No 95

Proceedings of the Board of Revenue —
Wednesday 30th April 1856 —

Revenue Department

998

B. No. 1079

No. 348 —

From the Secretary to Government — } Extract from the Minutes of Consultation under date the 31st March 1856 —

Read the following letter —

from the Secretary to the Board of Revenue —

Submitting bills from Messrs. Orr and Co. for articles purchased and repaired on account of the Revenue Survey under Captain Priestley, and requesting to obtain the sanction of Government for the disbursement of the amount — Viz. Rupees 514 — 10 — 0, } Here enter 18th March No. 825 /

The Board of Revenue are requested to quote the authority under which the Theodolite and Pantagraph for the South Arcot Survey were purchased from Messrs. Orr and Co.

True Extract
Signed J. D. Bourdillon
Secretary to Government

Fort St. George 30th April 1856

Ordered that the following letter be Submitted

To

The Secretary to the Government

(998-99)

B. No 1294

To the Secretary to Government

Sir

In reference to Extract Minutes of Consultation under date the 31 March 1856 No. 348 the Board of Revenue desire me to explain that the requirements of Captain Priestley for the purposes of the Survey, have been promptly attended to by them without any doubt suggesting itself as to the propriety of such a course Captain Priestley indented for three Theodolites and subsequently for a Pentagraph - One Theodolite was procured from the Arsenal a second purchased with Pentagraph from Mr. Orr, and the third was lately procured by Colonel Thuillier in Calcutta. The funds set apart for the Survey were intended it is conceived to provide the instruments

Fort St. George 30th April 1856

necessary for commencing it and the Board did not understand that a reference to Government on the subject of each item of expenditure would be deemed necessary.—

Revenue Board Office
Fort St. George
30th April 1856

Signed G. S. Forbes
Secretary

Circular
No. 1289.—
Revenue Department

(1000)

B. No. 1279

From the Secretary to Government

Extract from the Proceedings of the Board of Revenue, dated 30th April 1856

Read the following

Military Department
No. 844

Extract from the Minutes of Consultation 14th April 1856.—

Read the following
No. 764

To

The Secretary to Government
Military Department
Fort St. George

To The Secretary to Govt. Military Departt.

Sir

In transmitting the accompanying Copy

Fort St. George 30th April 1856

Copy of a letter from the Surveyor Gene-
-ral of India No. 24 dated 11th March
1856 I am directed to request that the
Right Honorable the Governor in
Council may be moved to cause the ne-
-cessary instructions to be issued to the
several functionaries through whose juris-
diction the coast series party of the Great
Trigonometrical Survey may pass to
afford the Officer in Charge such as-
-sistance as he may need in the prosecution
of his labors, and to state that the ne-
-cessary Departments have been requested
to issue the necessary instructions for the
grant to the Coast series party of draft
on the Madras Treasuries, as solici-
-ted by the Surveyor General.—

2 I am at the same
time instructed to request that
the Government of Fort St.
George will have the goodness
to authorize the grant
of family permit-
-tance drafts to
the

Fort St. George 30th April 1856

the assistants of the party.—

I have &c &c

Council Chamber,
Fort William
The 28th March 1856

(Signed) F. D. Atkinson
Dy. Secretary to the Government
of India
in the Military Departt.

No. 24

From Lieutt. Colonel N. S. Waugh
Surveyor General of India
Military Department

To
The Secretary to Government of India
Military Department
Fort William

Sir

I have the honor to report for
the information of the Right Honorable
the Governor General of India in Council,
that the operation of the Great Trigonometrical
Survey of India carrying on along the Co-
-romandel coast have been advanced this
season from the neighbourhood of Cuttack
into the Madras Presidency.—

2 In the enclosed transcript of a
No. 17 dated 28th Feby. 1856 to my address— letter as per margin, from Major Alexander
Strange, Astronomical assistant Great Trigo-
-nometrical Survey in Charge coast series
that Officer reports that difficulties
have

Fort St. George 30th April 1856

have been experienced in making remittances on account of Pay and contingent expenses to his advanced party, which is engaged in laying out the work ahead of himself. Towards remedying the same I would beg leave to recommend that, as applied for by Major Strange the Presidency Pay Master Fort William and the Collector of Cuttack be [x] especially empowered to grant the coast series Party Treasury Drafts on Madras Treasuries.—

[x] For previous precedent vide your No. 916 of 26th Nov. 1853 to my address.—

3 The aid and protection of the Madras local authorities will also be necessary to facilitate the operations on the coast series in the way that it has been hitherto promoted under the Bengal Government, and which has contributed materially to its advancement over a very difficult and exceedingly unhealthy tract.—

4 I would therefore beg respectfully

Fort St. George 30th April 1856

fully to suggest that the Government of Fort St. George may be moved to issue the necessary instructions to the several functionaries through whose jurisdiction, as indicated by Major Strange, the party will pass to comply with that Officers requisitions for such aid as he may need in the prosecution of his labors.—

5 I would also venture respectfully to urge that as was [x] sanctioned in the case of the operations progressing in the Bombay Presidency, the Government of Fort St. George might also be moved to issue the necessary instructions of Family Remittance Drafts being granted to the assistants of the coast series.—

[x] Vide your letter No. 575 of 16th ultimo para 3.—

Surveyor Generals Field Office
Dhera Doon, 11th March 1856

I am &c. &c.
(Signed) A.S. Waugh. Lt. Col.
Surveyor General of India

7021 Fort St. George 30th April 1856

To

Lieut.t Colonel A.S. Waugh

Surveyor Gen.l of India and Superin-
tendent Great Trig.l Survey

Dated Gunnaria H.S. 28th February 1856

Sir

I beg to bring to your notice that the approximate operations of the en coast Series have entered the Madras Pre-sidency and that difficulties have already been experienced in making remittances on account of Pay and Contingent ex-penses to the advanced party.—

2 I would beg therefore to suggest for your consideration, the desirableness of apply-ing to Government that Orders may be issued to the Presidency Pay Master Fort William, and to Collector of Cuttack em-powering these Officers to grant to the coast Series Party Treasury drafts on Madras Treasuries. The Treasuries on which Drafts would be most immediately re-quired are those at Ganjam, Vizagapatam and Rajahmundry, but in the course of time all the Treasuries

E.B.

7022 Fort St. George 30th April 1856.

Treasuries in the coast will fall within our operations.

I have &c

/Signed/ A Strange, major
astronomical Assistant
In charge Coast
Series G.T.S.

/True Copy/

/Signed/ A.S. Waugh, Lieut.t Col.l
Surveyor General of India

/True Copies/

/Signed/ J.D. Atkinson
Deputy Secretary to the
Government of India
in the Military Department

Ordered to be commu-nicated to the Provincial Commander in Chief, the Revenue Board and Accountant General, with a view to the several functionaries through whose jurisdiction the Coast Series party of the Great Trigonometrical Survey

may

Fort St George 30th April 1856

may pass being instructed to afford the Officer in charge such aid as he may need in the prosecution of his labors to comply with the draft on the Madras Treasuries for the Coasts Series party, and to grant family remittance to the Assistants of the party.

Here enter letter to Government of India No. 815

/ Signed / C.A. Browne. Colt.
Secretary Military Department

(1000-1001)
Bt No. 1289
Order thereon.

Ordered that a Copy of the foregoing papers be forwarded to each of the Collectors of the Coast Districts for information and guidance.

(1002)
Bt No. 1799
From the Secy to Government

Public Works Department
No. 539.

Extract from the Minutes of Consultation under date the 18th April 1856

It having been determined that

Fort St George 30th April 1856

that from the commencement of the approaching official year 1856-57, the accounts of the Public Works Department shall be kept by the Chief Engineer, the accompanying Manual of Instruction is circulated for the guidance of Collectors Paymasters and other Officers concerned as to the mode in which their present accounts are to be closed and adjusted; and as to the plan under which their future accounts are to be prepared and furnished to the Chief Engineer. The careful attention of all the Officers concerned is particularly called to these instructions.

2 It may be added that this Manual contains only the principal points to be observed. Such as are considered necessary for the immediate commencement of the new system; and that the new code of rules which has been prepared by Government but is not yet published pending instructions from the Government of India, contains the further

Fort St George 30th April 1856

further details necessary, with a complete set of forms of accounts.

3 * Minutes of Consultations April 18th 1856 No 248 ; " Septr 17th 1856 No 537 ; " November 26th " " 834 — Under the orders * noted in the margin - the executive functions of the Public Works Department have been entirely transferred to the Civil Engineers in the districts of Rajahmundry, North Arcot and Chingleput; and in order to avoid confusion in the accounts these officers shall hereafter be styled District Engineers. In these three districts the Collectors will have nothing to do with the execution of works, or with the accounts relating thereto, from 1st May 1856. In the other districts the executive duties will continue with the Collectors as provided in the Manual till

Fort St George 30th April 1856.

till their transfer to the Engineers shall be directed by an express order of Government.

4 The Accountant General and Chief Engineer, to whom a Copy of the Manual will be furnished will take care that the instructions contained in it are duly carried into effect by the several Officers concerned. Rules for the books to be kept by the Chief Engineer himself will be transmitted to him shortly.

5 In order to save time in the Collectors Offices in the issue of orders to the Tahsildars a set of rules prescribing

Fort St George 30th April 1856

prescribing the duties of those officers in connection with the change in the system of accounts in the Public Works Department, will be prepared in this office in the vernacular language of each district; and a number of printed Copies furnished to the Collectors. These rules should be immediately circulated for the guidance of the Tahsildars and other Native executive officers having exclusive charge of any Public Works.

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

1002-3
Order thereon

Ordered to be recorded.

From

Fort St George 30th April 1856

1004

Public Department

B.C. No. 1340

No. 240

From the Secretary to Government } Extract from the Minutes of Consultation Dated 23d April 1856.

Read the following papers.

Extract from Proceedings of the Board of Revenue } Here enter 7th February 1856

Chief Secretary's Memorandum } " " 14th Do.

Extract from Proceedings of the Board of Revenue } " " 11th April 1856

Resolved that the Tabular Statement received with the Extract from the Proceedings of the Board of Revenue above recorded and dated 11th Instant, be forwarded to the Government of India

7029 Fort St. George 30th April 1856

India in reference to their letter of the 18th December last No. 1749, Financial Department, and with the recommendation of this Government in favor of the entertainment of an Extra Writer on the Establishment of the Collector of Madras to be charged to the Post office Department.

/ True Extract /

/ Signed / T. Pycroft

Chief Secretary

1004-5

Bd No. 1297

Order thereon.

Ordered to be communicated to the Collector of Madras for his information.

Extract

7030 Fort St. George 30th April 1856

Bd No. 1343

From the Secretary to Government...

1006

No. 403

Extract from the Minutes of Consultation in the Revenue Department under date the 23d April 1856.-

Read the following letter from D. Elliott Esquire, Member of the Legislative Council to J. D. Bourdillon Esqre, Secretary to the Government of Fort Saint George dated Fort William the 7th April 1856.-

Sir, With reference to your letter of the 27th February last, I have the honor to forward for Submission to the Right Honorable the Governor of Fort Saint George in Council, the accompanying copy of a Minute relative to the Bill "to amend Act XII. of 1851 / for Securing the Land Revenue of Madras / "together with copies of the papers therein referred to.-

Minute

The Select Committee on the Bill "to amend Act XII. of 1851 / for Securing the land revenue of Madras / "having reported in favor of the Bill with some amendments of which the only one of importance is a provision allowing the tenant or occupier to pay the arrears and deduct the

Fort St. George 30th April 1856

amount from the next payment of rent.—

I moved the Legislative Council on Saturday the 5th Instant, to take the Bill into consideration in a Committee of the whole Council.

On this occasion the Chief Justice Sir James Colvile, who was not present at the 2d reading, objected to the principle of the Bill on the ground that was taken at the 2d reading by Mr. Peacock, namely, that the instruments introduced in 1828 formed a contract which must be construed by the terms used therein, and that it was not competent now to add a new condition not within those terms. That the remedy provided by the terms of those instruments for default in the payment of the quit rent was distress and sale of the chattels of the owner or occupier, and that the additional remedy of sale of the land itself could not justly be authorized by law. Mr. Peacock followed, repeating his former objections on this ground, and further putting the case of a proprietor having let his ground on a long lease on a pepper

Forms A and B.

Fort St. George 30th April 1856

peper corn rent not sufficient to pay the quit rent, and the subtenant having erected valuable buildings thereon, which might be sacrificed by the default of the owner, the proposed amendment not being sufficient to protect the interest of the subtenant, as according to the hypothesis the quit rent would be more than the rent payable by him to the landlord.—

Mr. Peacock said, he had not had time since the report of the Select Committee was received by him to consider whether any amendments could be introduced to obviate his objections, and he proposed to me to postpone the consideration of the Bill in Committee to the next Council day. I replied, that I had no objection to postpone the further consideration of the Bill as suggested, except on the ground that the Council at its two next meetings on the 12th and 19th will be fully occupied with the Conservancy and Police Bills and that as I intended to ask leave to proceed to Madras by the next Steamer, it could not be taken up till after my return, I appearing to

Fort St. George 30th April 1856

to be the sense of the Council that the Bill had better be postponed till after my return I consented to withdraw my motion.—

I now send for the information of the Right Honorable the Governor in Council a copy of the Report of the Select Committee and of the amended Bill,* with some remarks upon the letter from Government dated 27th February 1856, which were written upon the receipt thereof showing my reasons for not modifying the Bill as therein suggested

The 7th April 1856.

/Signed/ D. Elliott

Member of the Legislative Council

To the Honorable the Legislative Council

We the Select Committee on the Bill to "amend Act XII of 1851 / for securing the land revenue of Madras "/ have the honor to report as follows.

The Bill is intended to be a supplement to Act XII, of 1851, which, while in the Preamble it declares that it is expedient that the land revenue of Madras should be collected in a summary

*I have entered in the Bill the amendments I mean to propose in Committee The new Section is taken from S 24. Act I of 1845 the Bengal Sale Law

Fort St. George 30th April 1856

summary a manner as in other parts of the Territories of the East India Company, makes no provisions for the sale of the land for the recovery of arrears of that revenue, which is the ordinary process in other parts. The object of the Bill is to remedy that defect.—

A petition has been referred to us from certain inhabitants of Madras, stating that they have no objection to the Bill in so far as it makes land set apart for cultivation liable to sale, but objecting to the same process being used for the recovery of the quit rent derivable from land on which buildings are erected, alleging "that, in the Mofussil, land appropriated to "building purposes is not liable to sale, nor is it "subject to a quit rent."—

Where villages are inhabited by ryots holding immediately of the Circar, the sites of their houses, we understand, are not in general liable to quit rent, in consideration of their cultivating land assed to the revenue.—

But wherever in the Mofussil cultivable land is taken for building purposes, it remains

subject

Fort St. George 30th April 1856

subject to the assessment to which it was liable when under cultivation, or to a fixed quit rent as a commutation for that assessment which, if not duly paid, is recoverable by sale of the land in the same manner, as any other arrears of land revenue. The petitioners, therefore, appear to be in error in their allegation on this point.—

The petitioners state that "building "land in Madras is held under the original "tenure of erecting certain buildings upon it "and declared resumable by Government in "default of this condition being fulfilled &c. "The buildings," they observe, "often extend over "the whole of the occupancy, and in all cases "the sale of the ground would involve the "similtaneous reversion of the building to the "purchaser of the ground," the risk of which, they think, "ought not to be kept hanging over the "head of every house-holder in Madras."—

The petitioners appear to refer to the old form of lease in general use until 1828, but they seem

Fort St. George 30th April 1856

seem to forget that, under this instrument the company had the right of reentry in case of default in the payment of the quit rent due, a right, which gave them the power of sale equally in the case of lands occupied by buildings as of land under cultivation. The risk to which they advert is, therefore, not a novel one, and the apprehension of it does not seem hitherto to have been felt as a grievance.—

It appears from the Statement of objects and reasons annexed to the Bill, that a large part of the land in Madras is still held under documents in the old form; and it may be presumed that most of the houses and buildings in the town and suburbs, having been erected long before 1828, are actually held under leases in that form and are consequently liable to sale.—

An equal part of the land, it is said, is held under the new form of document introduced in 1828, which acknowledges the quit rent to be a commutation of the Government land revenue, and the remainder is held without documents subjects to the customary demand for revenue to

Government

Government, which revenue is every where in other parts of the territories recoverable by sale of the land.—

We do not see any sufficient reason for exempting any of these lands from sale, in the last resort, for arrears of the revenue assessed upon them, which is acknowledged to be of the same nature as the land revenue in the Mofussil recoverable by that process, and which is declared by Act XII of 1851, to have priority equally with the Mofussil revenue over all other claims upon the land.—

The Bill provides that, before having recourse to the sale of the land, the revenue Officers must use every endeavour to levy the quit rent by distraint. This is the process indicated in the instruments which were brought into use in 1828, and it is proper that it should be applied in the first instance, but when the process of distraint fails it does not appear to us to be inequitable to fall back upon the prescriptive remedy of a sale of the land, which, though not referred to, may be considered as tacitly recognized by the acknowledgement that

acknowledgement that the quit rent is payable in lieu and as and for a commutation of the Circars share of the produce implying that it is subject to the ordinary conditions applicable to land revenue.—

When land is occupied by buildings the proportion which the quit rent bears to the value of the property is so small, that, if a tenant has an interest in saving the land from sale in the case of the owner making default, he will be able to do so at a trifling cost. We have introduced a new clause to empower a tenant making such a payment to deduct the amount of the payment from his rent. We do not think it expedient to exempt from sale lands occupied by buildings and to subject to that process land under cultivation as proposed by the petitioners.—

We have altered the amount of deposit required by Section IV from one half to one fourth, agreeably to Section XV of the Bengal sale law, Act I of 1845.—

We have made some verbal alterations in the Bill which do not require particular notice.

The 29th March 1856

D. Elliott
P. W. Leyt
E. Currie

Amended

Fort St. George 30th April 1856.

Amended Bill.

A Bill to amend Act XII of 1851 for securing the Land Revenue of Madras.

The amendments in the Bill are printed in italics, while the words in the foot note are those proposed to be omitted.—

Preamble.— Whereas, in the Preamble to Act XII of 1851, it is declared to be expedient that the land revenue accruing due to the East India Company within the Town of Madras should be ascertained and collected in as summary a manner as in other parts of the Territories under the Government of the East India Company, and it is enacted in Section IX of the said Act that the claim of the East India Company for land revenue or rent has priority over all claims upon the land, and whereas, in other parts of the said Territories, the land itself is the security for the revenue assessed thereon, and is liable to be sold for the discharge of arrears, and there is no sufficient reason for exempting lands situate within the Town of Madras from the same liability, It is enacted as follows.—

If

Fort St. George 30th April 1856

Collector empowered to sell lands for arrears of revenue or rent, if the same be not recoverable by distress

I. If any owner of assessed land, or any person holding land subject to a rent payable to the East India Company within the limits of the Town of Madras, shall, upon the written demand of the Collector of Madras, refuse or neglect to pay any sum at which the land is assessed, or with which it is charged as rent, and if the said Collector shall not be able to levy the same by distress and sale of any goods and chattels of the owner or lessee, or of any goods and chattles found upon the land, under the provisions of Section XII of Act XII of 1851 it shall be lawful for the Collector to cause the land to be sold for the arrear of revenue or rent which has accrued due thereon.—

Publication of Sale II. One month at least previously to the sale of any land for an arrear of revenue or rent under the preceeding Section, publication shall be made of the intended sale, by a notice in the English and Tamil languages in the form hereunto annexed marked A, or the same effect, affixed upon some conspicuous part of

Fort St.a George 30th.a April 1856.

of the premises, and by an advertisement in the English and Tamil languages to the same effect, in the Government Gazette which shall be first issued after such notice, and in two of the principle English and Native Newspapers.[2] The said advertisement shall be published in three consecutive issues of such Gazette and Newspapers.—

collector to sell the land by public auction if arrear remain unpaid at the time of sale

III. At the time and place appointed for such sale by such notice and advertisement, if the arrear be not previously paid, the Collector shall put up the land to public auction and it shall be sold to the highest bidder.—

Deposit and payment of purchase money

IV. The person who shall be declared the purchaser at such sale shall[3] immediately deposit with the Collector one[4] fourth of the purchase money,[5] and in default of such deposit, the land shall forthwith be put up to sale de novo.[6] If the purchaser shall make such deposit, but shall fail to complete the[7]

[7] payment

Fort St.t George 30th. April 1855.

payment of the purchase money within one week,[8] the deposit shall be forfeited, and the land shall be put up to sale again,[9] after notice and advertisement as herein before provided.—

Certificate of title to be given to purchaser.—

V. When the purchase money shall have been paid in full,[10] the Collector shall give the purchaser a certificate of title to the following effect— "I certify that A.B. has purchased at public auction under Act No.— that piece of [describe as described in the notice and advertisement] and that his purchase is to have effect from the [enter the day of sale]." and the said certificate shall be deemed in any Court of Justice sufficient evidence of the title to the land sold being vested in the person named from the date specified.—

Sale not to be stayed unless the amount of the Collector's claim, and of all expenses incurred, is tendered.

VI. If the claim of the Collector for arrears of revenue or rent on any land advertised for sale for arrears is disputed, the sale shall not be stayed, unless the amount claimed, and also all the expenses incurred in publishing such[10] notice and advertisement as aforesaid, be lodged with or tendered to the said Collector; and if the amount claimed by the Collector as arrears of revenue or rent be tendered to him, he shall not be bound to receive

1 And of the same date
2 words
3 forthwith.
4 Half
5 or he shall forfeit his deposit
6 &c.
7 he shall forfeit such deposit
8 In like manner.
9 Immediately upon a sale becoming void & void
10 Not

the same unless the amount of expenses incurred in respect of such[1] notice and advertisement be also tendered along therewith. —

Tenant or occupier paying arrears of revenue may deduct the same from his rent. —

VII. In case the arrears and expenses be paid by any tenant or occupier not holding immediately under the East India Company he may deduct the amount of the payment from the next payment of rent to his landlord. —

Proceeds of sale how to be applied

VIII.* From and out of the proceeds of the sale of any land sold under the provisions of this Act[2] the Collector[3] shall deduct the arrears of revenue or rent which shall or may be due and owing to the East India Company in respect of such land on the day of sale, and also the amount of all expenses incurred in respect of such[4] notice and advertisement as aforesaid, and[5] shall hand over the balance to the reputed owner, or, in case of any dispute, to the Sub Treasurer of Fort Saint George, with the priority of the Accountant General; and the said Sub Treasurer shall hold the same in deposit until some party interested in the said

1. Notices
2. It shall be lawful for
3. To
4. Notices
5. Do

(* Section VII of the original Bill)

said land shall obtain the order of a competent Court[6] for the payment[7] thereof to him. All sums held in deposit as aforesaid exceeding in amount the sum of Rupees five hundred shall be invested in Government securities. —

No sale for arrears of revenue or rent made under this Act shall be set aside by a Court of Justice except upon the ground of its having been made contrary to the provisions of this Act, and except the contravention thereto shall have been declared and specified in an appeal made to the Board of Revenue. The provisions of Section XVII Act XII. of 1851 shall be applicable to suits to set aside such sales. —

Interpretation

IX.† The words "Collector of Madras" in this Act shall mean the Officer who may at any time be charged with the superintendence and collection of the public revenue within the Town of Madras, although such Officer may not be officially designated "Collector of Madras".

Construction of Act

X. The said Act XII of 1851, and this Act shall be read and construed together as one Act. —

6. which order it shall be lawful for such Court if it shall see fit to make upon the summary Petition or claim of the applicant
7. of the same and interest if any.
+ Section VIII of the Original Bill

7045 Fort Saint George 30th April 1856.

A

Notice.

Collector's sale of land.

This piece of land, containing —— and which is entered for registered in the Office of the Collector of Madras

in the name of
or
as the property. } A.B.

and the last Collector's Certificate issued in respect whereof is numbered —— and dated the —— of —— and of which piece of land C.D. is now the reputed owner, will be sold by public outcry at the Cutcherry of the Collector of Madras at 11 A.M. on the —— the date of sale must be not less than 30 days after the date of notice by order of the Collector for arrears of Land Rent, viz.t (here specify particulars of the arrears) in default of payment of the amount of the said arrears. —

Memorandum. —

When this notice shall be published in the Government Gazette and the Newspapers it must begin thus: "A piece of land situate in (Nungumbaukum) and (in such a road" or "between such a road and such another road &c.)

B. Elliott.
P. W. LeGeyt.
C. Currie.

Remarks

7046 Fort Saint George 30th April 1856

Remarks on a letter from the Madras Government dated 27th February 1856, respecting the Madras Land Revenue Bill.

Board of Revenue P.4.

1. Para 3. Government say, they agree with the Board of Revenue in still desiring the enactment of the proposed law, and that the law should be so framed as to allow of the sale of the land in first instance instead of after the attempt to levy by distress has failed as provided in the Bill. —

In the 4th para. of Boards letter to which Govt. referred, the important circumstance to which I drew attention in my minute, is overlooked, viz.t that with respect to lands held under the new form of grant the demand is changed from a landlords rent (which it was according to the old form of lease) to a yearly payment "in lieu of, and as, and for a commutation of the Circar's share of the produce" leviable by distraint &c. according to the terms of the new Instrument as the primary process at least. It is impossible to change this term, however we may argue, as I did in the Legislative Council, that it did not preclude a remedy in the last resort to the process by which the Circar's share is ordinarily recoverable. —

2. In Para 5 Government draw my attention to a suggestion of the Collector, not noticed by the Board, that a provision in the Act to subpœna parties is desirable. There is always an objection to introduce new provisions in an act which has been read a second time. This provision as the Collector observes is aside from the object of the Bill. —

I am not aware that Collectors in the Madras Presidency have the power generally, but only when acting Judicially as under Regulation IX of 1832. —

3. In para 5 the Board say that the largeness of the balances shews that the power of Sale is required

and

7047 @ 49 Fort Saint George 30th April 1856.

and that Act XII of 1851 is insufficient. The Return furnished by the Collector shews that the total of arrears under the Old Form Grants and Certificates is Rupees 22,575 while under the New Form the amount is Rupees 6,590, or less than one third. Under the Old Form of lease the power of sale exists as involved in the power of re-entry; inference that the power is unavailing. —

The proportion under Old Form of Lease exclusive of Certificates not stated. —

	So in respect of New Forms. Arrears of July 1853	Do. of 1854
Old	5018	6501
New	1132	2376

4. Para 7 The Collectors Statement that the power of sale is the only practicable method of realizing would seem not to be borne out, for where the power exists there the arrears are largest. —

Mistake of Collector See Section VII Act XII of 1851

The Collector is wrong in para. 6 the goods and chattels of owner or lessee may be distrained wherever found. —

(Signed) D. Elliott. —

Ordered to be communicated to the Board of Revenue, and through the Board to the Collector of Madras for their information, and for such observations as they may respectively see fit to offer. —

To, The President and Members of the Board of Revenue

(A true Extract) (Signed) I. D. Bourdillon Secretary to Government. —

Bd. No. 1290

Proceedings thereon.

1006-7

Ordered to be communicated to the Collector of Madras for information The Collector will observe that Government limite the statement of my remarks suggested by these papers. —

1050 Fort St. George, 30th April 1856.

1008

Bd. No. 634

From the Civil Auditor Madras

To, G. L. Forbes Esqre
Secretary to the Board of Revenue.

Sir,

I have the honor to request that you will infuture commencing with the salaries for the current month submit for Audit, a separate Abstract for the pay of your Establishment, and a separate one for that of yourself and the Members and Sub Secretary to the Board. —

Fort St. George, Civil Auditors Office 22d. February 1856.

(Signed) F. Cushington
Civil Auditor

Order thereon. —

1008-9

Ordered to be recorded. —

No. 27.

To, G. L. Forbes Esqre
Acting Secretary to the
Board of Revenue
Fort St. George. —

1010

Bd. No. 701

From the Collector of North Arcot

Sir,

I have the honor to forward for the orders of the Board of Revenue the correspondence noted in the margin, on the subject of the misconduct of Timmajee Row the Sub Collectors Seristadar brought to my notice by the Head Assistant in charge

From the Head Asst. Collr. in charge dated 15th February 1856 No. 13
From Do. dated 21st Do. Do. Do. 23d Do. with 4 enclosures

Fort St. George, 30th April 1850.

of the Sub Division.-

2. The conduct of Timmajee Row in this matter appears to me to have been wanting in that respect that was due to his immediate Superior, and I beg therefore to recommend as a punishment that he should be suspended from pay and allowances during the period commencing from the expiration of his leave Viz.t the 11th February to the date of the second certificate of Mr. King Viz.t the 21st Idem, in which the first intimation was given of Timmajee Row's illness being of such a nature as to prevent his joining his station.-

3. I have addressed another letter to Mr. King requesting him to inform me when Timmajee Row will be able to resume his duties and I beg to recommend that in the event of his not being able to do so immediately Mr. Sullivan may be permitted to nominate a temporary substitute, and to give him half of Timmajee Row's allowances during his acting employment.-

4. It has always been my intention, as I considered it my duty, to bring to the notice

Fort St. George 30th April 1850.

of the Board the fact that the great delay which took place in the Settlement of Fasly 1264 was owing to the negnect or incompetency of Timmajee Row, who if he had given a willing aid to Mr. Binning in introducing the new forms of accounts, might have enabled Mr. Binning to complete his four Talooks within the time I finished the Immanabundy of 6 others Viz.t the 1st August 1855.-

North Arcot,
Collector's Cutcherry —
Chittoor 26th February,
1850

/Signed/ C. Whittinghame
Collector

No. 1.
No. 13.

To, C. Whittinghame Esqre.
Collector of North Arcot.

Sir,

I have the honor to inform you that on the 26th Ultimo, I with considerable reluctance gave the Sheristadar of the Sub Division Timmajee Row 15 days leave on urgent private affairs, this leave expired on the 10th Instant.-

2. Notwithstanding my having personally pointed out to him at the time the extreme inconvenience of his absenting himself with the arrears in his Office and the Immanabundy report

for Fusly 1264 under preparation he applied on the 10th. Instant for 15 days more leave on the score of slight indisposition and other causes which would render his return to duty inconvenient.-

3. On the 11th. Instant, I sent him an order (copy herewith forwarded) refusing the extension of leave and desiring him to join forthwith, this he has failed to do and has sent me an urzee true copy of which also is herewith forwarded, and the tone, which I consider objectionable.-

4. You will observe that he does not in either of his urzees state beyond trifling indisposition what the nature of the reasons are for which he applies for further leave.-

5. Under these circumstances I request your permission to suspend him from pay and allowances until such time as he chooses to obey my orders, I should have no hesitation in doing so myself but that I believe in his case a reference on the subject to you is necessary.-

North Arcot.—
Sub Collrs. Circuit Catcherry
Vellore 15th. February 1856.—

(Signed) A. W. Sullivan
Asst. Collector
in charge of Sub division

(True copy)
(Signed) C. Whittingham
Collector

No. 2.

Translation of an Urzee addressed by Tinnivelly Row Sheristadar of the Sub Division of North Arcot to A. W. Sullivan Esqre Head Assistant Collector in charge of Sub Division dated 10th. February 1856.-

(After the usual compliments)

By your honor having Kindly given me leave the marriage ceremonies of my two Children have been prosperously concluded, I request that you will rejoice, considering them as your own children.-

Although I am far from wishing to be absent from your honor, being now a little indisposed and owing to some inconveniences I am unable to join at the expiration of my leave, I request an extension of two weeks and as it is essential that he should remain for the same period, I request leave for Streenevasa Row the Koonki.-

Especially, I am not a man, having left your honor to remain away unnecessarily and not attend to public business but as it is emergent that I should remain, for that reason only I make the request for leave and if you confer the leave. I will return within the period, you must treat me in the matter with favor with many Salams &c.

(True Translation)
(Signed) A. W. Sullivan
Asst. Collector

(True Copy)
(Signed) C. Whittingham
Collector.

Fort St. George, 30th April 1856

No. 3.

Translation of a Yakeed issued by A. W. Sullivan Esqr. Head Assistant Collector in charge of the Sub Division to Timmajee Row Sheristadar of the Sub Division dated 11th February 1856. No. 1.

I have received your urzee of the 10th Instant informing me that the marriage of your two children has been performed, but that as ill health and some other inconveniences render you unable to join according to the leave granted you, to allow you, and Koonki Streenevasa Row, (who is entered on the Establishment on the pay of a Peon,) leave in extension for two weeks; In reply it must be observed, that in the first instance, although there was every likelihood of public business being impeded by your absence, still, on your stating that your presence was essentially required on the occasion of the marriage of your children you were permitted to go and the marriage has been celebrated. Under the circumstances it is not at all proper for you holding the high office you do, to apply for an extention of two weeks, Letters are being received from the Collector about the Inquiry, and as the detention of the early transmission of this report is in some measure attributable to you your request for an extension of leave to yourself and Koonki Streenevasa Row, cannot be complied with, you will therefore the moment you receive this Yakeed join the Honor, and should you after these instructions make any delay you may rest assured that the matter will be taken into due consideration and the same brought to the notice of higher authority.

/True Translation/
/Signed/ A. W. Sullivan
Asst. Asst. Collr. in charge Sub Dn.

/True Copy/
/Signed/ C. Whittingham
Collector

Fort St. George 30 April 1856

No. 4

Translation of an Urzee addressed by Timmaja Row, Sheristadar of the Sub Division of North Arcot to A. W. Sullivan Esqr. Head Asstt. Collector in Charge Sub Division dated 13th February 1856.

/After usual compliments/

I have duly received your honors order of the 11th Instant. Being indisposed from rheumatics, and prevented by

Fort St. George 30th April 1856

other inconveniences from joining
I addressed a request stating the
necessity of my being allowed two
weeks to appear in your presence,
to which, while the granting of the
favor rested with you, you have
issued a very strict order to me to
join forthwith and intimated that
any delay in so doing would be in-
=becoming -

It rests with your honr
only, having understood that it would
not be the intention of Officers of this
(my) rank unnecessarily to remain
here and to act contrary to the
wishes of the Gentleman to think
& and treat them favorably -

Vide my Letter of the 11th Feby 1856

Although the Summahbundy
report has already been fully written
out, if you require any information
concerning that or any other urgent
matter from your servant, if you
advise me thereof, sending a Gomastah,
I will directly afford the information
required through him, moreover I am
not a man to hinder Public
business but especially you, being a
Gentleman & keeping knowledge in all
matters, without entertaining other
feelings towards us, your subordinate,

pr

Fort St. George 31st April 1856

on such trifling matters, will be pleased
to grant me the leave and treat me with favor -

As it is emergent that the
Kommahie Streenevasa Pow should remain
here until the 17th Instant, he will attend
at your honor's Cutcherry on the 18th Idem
(Monday) therefore I submit the circum-
= stance to you -

True Translation
(Signed) A. W. Sullivan
Asst. to the Collector

True Copy
(Signed) C. Whittingham
Collector

No. 5

Translation of a Letter issued by A. W.
Sullivan Esqre. Head Assistant Collector
in Charge of the Sub Division to Timmoyee
Row Sheristadar of the Sub Division dated
15th February 1856 No. 2.

Although, in reply to your
Arzee of the 11th Instant, informing me
that the marriage ceremonies of your children
had been performed and applying for an
extension of leave for two weeks, a
strict order was on the 11th Idem, issued
to you, in which you were told that the
dispatch of the Summahbundy report
of 1st Fasly 1264 being detained owing
to you, you would not obtain an

extension

Fort St. George 30th April 1858

extension of leave and were ordered to join forthwith, your non compliance with, and direct disobedience of this order, in again applying in your urgent of the 19th Instant for leave is very irregular: your request for leave will not on any account be complied with, and your conduct has been reported to higher authority - as regards Kannikie Struneeva for Row a separate order has been issued to him direct.

/True Translation/
/Signed/ A. W. Sullivan.
Asst. Collector

No. 6.
No. 16.

To

C. Whittingham Esqre.
Collector of North Arcot

Sir,

1. I have the honor to acknowledge receipt of your letter of the 19th Instant. No. 19/with 2 enclosures/ in reply to mine of the 15th Instant No. 13 and to state that the Messuldar of the Sub Collector's office has as yet failed even to reply to my last order to join issued on receipt of his urgent of the 13th instant which was forwarded with my letter of the 15th Instant.

Copy forwarded

2 It appears to me that on receipt of that order, had he found himself really so unwell as to be unable to join, the obtaining of a certificate from

Fort St. George 30th April 1858

from the Apothecary was the correct course but I trust you will agree with me that it should have been forwarded to me as his immediate superior in the first instance.

3 It will of course remain for you to determine on receipt of Mr. King's reply whether the ailment certified to by him was of such a nature as to prevent his attendance on the expiration of his leave but I certainly consider that under the circumstances under which he obtained leave from me as set forth in my letter to your address of the 15th inst. instant, he was bound in honor as a public servant to attend if he possibly could, although at personal inconvenience, he was perfectly well when I gave him leave and to within a few days of the expiration thereof on the 10th instant.

4. His absence has been, and continues a serious detriment to the public service.

/Signed/ A. W. Sullivan
Head Assistant Collector
in charge of Sub Division

/True Copy/
/Signed/ C. Whittingham
Collector

Fort St. George, 30th April 1856

No.
No. 18.

To,

C. Whittingham Esqre.
Collector of
North Arcot.

Sir,

1. In reply to your Official Memorandum of yesterday's date No. 68 giving cover to a letter to your address from Wm. King, Apothecary at Ranepet and requesting me to offer any remarks on it which I may consider necessary I have the honor to do so as follows:-

2. As stated in my letter to your address of the 15th Instant No. 13, Timmajee Row's leave expired on the 10th Instant, if he required more leave he should have applied to me in time for its being granted before the expiration of the original leave, more especially considering the circumstances under which that leave was granted (vide para 2

of

Fort St. George 30th April 1856

of my letter of the 15th Instant No. 13) This he failed to do, his application is dated on the date on which he should have returned - a translation of it is annexed (Enclosure No. 1).

3. In that urzee although slight "indisposition" is entered as a reason, it is very clear that the "other inconvenience" are the main cause of the application for extension of leave, both on his own behalf and on that of Streenevasa Row the koonki, a near relative of his. These "inconveniences" should have been mentioned with a view to my forming a judgment as to whether they warranted an application for extension under the circumstances under which the original leave was granted.-

In

4. I annex a true Translation of my Yakeed to him in reply to the above urzee, / enclosure No. 2 / Copy of the vernacular one accompanied my letter of the 15th. Instant No. 13.

5. In that letter I have already stated that I consider the tone of his reply to my Yakid of the 13th. objectiona= =ble I enclose a true translation of the same / enclosure No. 3 / and have marked in red ink the portions I consider impertinent.—

6. I enclose also / enclosure No. 4 / true translation of the Yakid No. 2, dated 15th. Instant, I issued in reply to his urzee of the 13th. Instant above noted, to which I have received no reply up to date—

7. It is hardly competent for me to pass an opinion on Mr. King's original certificate and his letter to you of the 21st. Instant, when placed in juxta position as pro= =fessional documents, but I believe in granting

granting such certificate every particular of the disease should be entered at the time and the capacity of the Officer or otherwise to perform his duties certified thereon.—

8. Mr. King's certificate of the 17th. Instant, would certainly not lead to the supposition of any thing so se= =rious as Paralysis having been observed at the time of the certificate being granted. The Seristadar being supported by an Assistant for the occasion, I do not attach much importance to.—

9. In conclusion I cannot divert my= =self of the impression from all the cir= =cumstances of the cases that Timmajee Row is malignering and that his conduct is = contumacious in not obeying or even answering my last order.—

This

Fort St. George, 30th April 1856.

10. Has proper course was to have got a sick certificate at once and as I noticed in my letter to you of the 21st Instant No. 16, it ought undoubtedly, in my opinion, to have been sent to me as I had not refused him leave on sick certificate.

North Arcot,
Sub Collectors Ct. Cutcherry
Chittoor, 23d February 1856.

/ Signed / A. W. Sullivan
Head Assistant Collector
in charge of Sub Division

/ True Copy /

/ Signed / C. Whittinghame
Collector.

1010-1011

Bd. No. 1286.

Proceedings thereon.— The Board agree with the Collector in the view he has taken of the conduct of Sinnajee Row, the Sub. Collectors Sheristadar; and authorize the nomination of a temporary substitute, who will receive half of Sinnajee Row's allowances during his active employment.—

To,

Fort St. George, 30th April 1856.

No. 27.

To,
G. S. Forbes Esqre
Secretary to the
Board of Revenue.
Fort St. George.

1012

Bd. No. 1088.—

From the Collector of Bellary—

Sir,

I have the honor to acknowledge the receipt of the Boards Proceedings dated 25th Ultimo, wherein I was called upon to report what suplus Pagoda funds are remaining unappropriated in the Treasury of this District,— up to 31st December last; also as to whether there are any Pagoda funds currently accruing in reply. I beg to report for the information of the Board of Revenue that there is a balance of Rupees 459—10 in my Treasury of the funds of Hunpee Pagoda still unappropriated.—

There are no funds of this discription currently accruing in this District.—

Bellary Collectors Office
22d March 1856.

/ Signed / C. Pelly
Collector.

Order thereon, Ordered to lie over.—

1012-1013

To,

Fort St. George, 30th April 1856.

No. 57.

To, G. S. Forbes Esqre.
Secretary to the
Board of Revenue,
Fort St. George,

1014
Bd. No. 1057.
From the Collector of Salem—

Sir,

With reference to an Extract from the Proceedings of the Board of Revenue dated the 25th February 1856, circulating to all Collectors Extract Minutes Consultation dated the 5th Idem on the subject of surplus Davastanum Funds, and requesting them to report what surplus Pagoda Funds remained unappropriated in their Treasuries on the 31st December 1855, and also whether there are any Pagoda funds currently accruing in their Districts, and if so, to what extent and from sources, I have the honor to state that the amount of surplus Pagoda Funds remaining in deposit in the Salem Treasury on the 31st December 1855 was Rupees 3.9.468—3—11.

2d
There are no Pagoda funds currently accruing in this District. The surplus now in deposit arose from various sources, viz. such as savings in the price of grain allowances

Fort St. George, 30th April 1856.

allowances, stoppages from the fees of Servants, and offerings made by devotees &c. no such surplus can accrue now that the Durmakurtas or trustees of the different temples are entrusted with the sole management of the temple allowances.

Salem, Collector's Office,
On Circuit,
Tripatore, 26th March 1856.

[Signed] A. A. Brett.
Collector.

Order thereon.

Ordered to lie over.

1014-15

No. 27.

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

1016
Bd. No. 1104.
From the Acting Collector of Canara

Sir,

1. With reference to an Extract from the Proceedings of the Board under date the 25th Ultimo No. 345, I have the honor to state for their information, that the amount of unappropriated Pagoda funds in my Treasury on the 31st December last amounted to Rupees 1062—8—3 as P. This consists chiefly of the accumulations previous to the withdrawal of Government interference with native religious

1069

Fort St. George 30th April 1856.

religious institutions.-

2. Of the above balance, Rupees 2,0
have been laid out in the construction of a Choul-
try for native Travellers which is being unde
the sanction of the Revenue Board and about
500 more will be required for the completion
of the building.-

3. Further accumulations can only accrue
from Lapses, and failure to carry out the in-
tentions of original grantors.-

Collector's Cutcherry
On Circuit, Bellaseh
27th March 1856.

/Signed/ W. Fisher
Acting Collector.

(1016-17)
Order thereon.-

Ordered to lie over.-

A after No. 1196
From the Secy.
to Military Board

1018

Application for cloth required for Peons
Belts in the Principal Sudder Ameen's Court
of Tinnevelly for the year 1856 submitted for
the sanction of the Military Board under Minutes
of Consultation dated 24th September 1855.-

Discription of cloth required.	Quantity.	Probable Price			Date of last supply.	Remarks.
		Rs.	a	P		
Super Black Cloth	yards 3 1/8	10	15	"	9th June 1848.	For 4 Lascoyds and 10 Court Peons.
Do Scarlet	13/4	6	5	6		

Tinnevelly,
Principal Sudder Ameen's Court
31st March 1856.

/Signed/ C. Venkatachelliah
Principal Sudder Ameen

Ordered

1070

Fort St. George 30th April 1856

Ordered that the following
letter be sent in reply-

(1018-19)
Bd. No. 1291
To the Principal Sudder Ameen Tinnevelly

To C. Venkatachalayah
Principal Sudder Ameen
Tinnevelly

Sir,

With reference to the Indent for
Cloth for Belts for the Peons of your Court
transferred to this Office from the Military
Board I am directed to acquaint you that the
Government have delegated to the Board of
Revenue the duty of disposing of such requisitions,
and that your application will be attended to
in due course.-

* 8/9 Inlos 30th April 1856.
A after No. 1196.

Revenue Board. Office
Fort St. George,
30th April 1856.

/Signed/ G. S. Forbes
Secretary

No. 77.

To G. S. Forbes Esqre
Secretary to the
Board of Revenue
Fort St. George.

(1020)
Bd. No. 1219
From the Collr. of Tellare

Sir,

With reference to your letter of
the 27th February last No. 599 I have the
honor

Fort St. George, 30th April 1856

honor to state for the information of the Board that of the Balance of Rupees 4,[illegible] 15—6 referred to by the Board as outstanding on account of Fusly 1263, Rupees 24,008—7 as p. have been recommended in my last Settlement Report to be written off irrecoverable, and of the residue the greater portion, Viz Rupees 15,137—3 as p. 3 constitutes the balance on Shrotriams which has been inquired into, and will be reported on separately, with reference to para 14 of Extract Minutes of Consultation dated 27th September last, communicated with the Board's Proceedings of 16th October following— Of the remainder some small amount has been since collected and the outstanding balances generally as have been brought under enquiry as each Taluk was settled by me at the current Jamabbundy, but it is not yet quite completed. I have also called on the Sub Collector and Head Assistant for reports on the same, and am making every effort to settle these old

Fort St. George, 30th April 1856

old Balances.—

2. Out of the Land Revenue Balance of Fusly 1264, Rupees 64,673 a. 14—1 p., shewn in the January Demand Collection and Balance sheet, Rupees 7,572—14 as.—0 p. have been subsequently collected, up to the end of March— Rupees 1,093—6 a.—11 p. constitutes Shrotriam arrears already inquired into, and will be included in the separate Report above referred to— The remainder is under investigation at the Jamabbundy, as above explained, and will be reported on in due course.—

3. As regards the steps that are being taken to collect the recoverable portion of these Balances, in some cases lands are put up for sale, but it is not found that they are always saleable— On the other hand the Balances are sometimes due from such a number of petty ryots, in small sums, that such a

7073 Fort St. George, 30th April 1856

a course is manifestly out of the question. The present harvest being a good one is the main source that can be looked to, but of course the current demand and the necessary support of the Ryots do not leave a sufficient surplus to realize the large outstanding arrears the last two seasons having been very unfavorable.-

Nellore, Collector's Office 10th April 1856. } (Signed) F. B. Elton Collector.-

Order thereon.- Ordered to be recorded - the Board will await the Report promised by the Collector.-

(1020-21)

7074 Fort St. George 30th April 1856.

No. 47

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

(1022)

Bd. No. 1359

From the Collector of Salem - } Sir. With reference to Boards Proceedings dated 7th July 1855 conveying the sanction of Government for defending to the Public cost suit No. 51 of 1853, instituted by Sashagherry achary in the subordinate Court of Salem, against the late Collector, Mr. Phillips. I have the honor to forward herewith a Decree order of the Sub Court dated 4th January 1856, and to state that the suit was dismissed with cost on account of some irregularities and defects in the Plaint.

2 Subsequently Sashagherry auchary who was sole Plaintiff in the above suit instituted another suit, on the 23d January last No. 3 of 1856, on the file of the subordinate Court in conjunction with the Joint Mortgagee against the same Defendant. The subject of this suit

is the same as that of the former suit with the
this exception, that the whole plot of land
sold is now sued for by the joint mortgagee
instead of only half of it, as in the former case,
that
and no claim are now laid for the loss of crops.

3 This suit was filed in the Court
on the 23d. January 1856, and the summons
was served on the 19th. February last.

4 As the subject matter of the second
suit was the same as that of the former suit
the answer received with the Board's Proceed-
ings, dated 7th. June 1855, was also filed in the
present instance with only a few modifications
to correspond with the amended Plaint.

5 The Court has since returned this
answer on the ground that it is incorrect,
argumentative, and diffuse and has directed
that another answer be drawn up briefly and in
accordance with the new rules of Procedure, and filed
within a months time from the date of the order.

6 A translation of the Plaint in O.S. 183
of 1856 with a copy of the answer as slightly
modified

modified in my Office and a translation of the
Court's Diary above noticed are herewith
submitted.

7 The facts of the case were fully laid
before the Board with my views regarding it in
my letter dated 6th. May 1854.

8 I now beg that the Board will be
pleased to inform me what further steps they
would wish me to take in the matter - as
the answer originally submitted from
my Office was materially modified
by the Board I have not attempted to
draw out a fresh one.

9 The time for filing the
revised answer expires on the 7th. May
1856 but as the Court will be adjourned
till the end of that month, the answer
cannot be given in before the end of that
Month.

Salem Collector's Office -
On Circuit - - - - -
Admoncottah 22d. April.
1856.

[Signed] H.n A. Brett
Collector

Enclosure 1

Plaintiff seeks the recovery of half a stullum sold by the Collector (1 Defendant) illegally together with the value of produce of the said half and of a moiety of four other stullums damaged by the interference of the 3rd and 4th Defendants. The claim is founded on a mortgage in favor of Plaintiff on the above moiety of the five stallums alluded to the other moiety being held also on mortgage by another person not a party in this Suit the moiety of the one stallum claimed by the present Plaintiff only forms part of his mortgage the establishment of which should therefore precede the passing of a decision on the half stallum now claimed.

Another defect in the suit would be that of the two joint owners to the stallum sold by the Collector as above shown only one that is the Plaintiff has appeared in this suit and the interests of the other are not represented herein it is therefore at variance with the stamp regulations to decide upon the

the validity or otherwise of a revenue sale of an entire land in a suit brought only for the recovery of the half.

A further irregularity in the suit is the claiming loss of produce of 4 other stallums the right to which stallums remains to be first decided but which is not included in the Plaint the Produce is moreover not claimed from all the Defendants but only from the 3d and 4th.

on these grounds the suit is dismissed with costs.

(Signed) R. C. Lewin
Acting Sub Judge

11th January 1856

(True Translation)
(Signed) H. A. Brett
Collector

Encl 2

Translation of Plaint in O.S. No 3 of 1856 on the file of the subordinate Court of Salem preferred by Tashagerry aucharry a cultivator by profession residing in the Agraharum of Vengarey in the Talook of Paramaty and Periacka Gounden also a cultivator by profession residing in the Kutchoopollium in the same Talook against

against (1) F. A Brett Esqr. Collector of Salem (2) Aranthanna Vydey or Priest by profession residing in the village of Vengavay (3) Lutchmanacharry of the same place a Vydey and Poorohet by profession and (5) his son Venkatarumanacharry.

The Plaintiffs pray for an injunction to annual an improper sale in Public auction affected by the late Collector Mr. Phillips of a certain Mulgoozaree Nunjah land producing annually a malwarum of 48 Rupees and situated at Vengavay in the Talook of Paramatty which formed part of the lands mortgaged to the Plaintiffs for Rupees 175 and to recover possession of the same.

2 The land under dispute is situated in the cushak Agraharam of Vengavay to the east of the field called Rajackavay Nunjah to the South of Gundakarayen Nunjah to the west of Palaneyandy Nunjah and to the north of the conney River being in extant ... 34 3

assessed at Rupees 9 3 ... and for immemorial

Number

Number 1 of the spot called Arunthen Podegy No. 573.

3 The Plaintiffs state that the land under dispute as well as four others connected with it belonging to Mootooswamy Vencatarama Mudeliar father of the 2d Defendant were mortgaged to them on the 11th Audy of Sadaranah by the owner and Puttadar of those lands for 175 Rupees and two documents were executed in the names of the Plaintiffs severally to the effect that they should enjoy the lands till the principal should be paid in lieu of the interest due on that amount and that the lands were accordingly enjoyed by them that in Fusly 1261 a revenue balance of Rs. 17 + ° became due on a Poonjah land belonging to the 2d Defendant situated in the Village of Soliapollem putty attached to Vengavay that instead of holding the above Poonjah land (Valued at 40 Rs.) on which the Revenue balance was due responsible or the security of the defaulter responsible for the Government demand and instead of putting up to sale as noticed in the

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Fort St. George 30th April 1856

the advertisement issued on the 20th February 1853 the Putcut land of the 2d Defendant's situated at Solapolieum putty the late Boltn caused the land under dispute which formed no part of the 2d Defendants Putcut to be put up for sale on the 14th March in violation of Section VI Regulation XXVII of 1802 and the circular order No 6 and without giving any notice of the sale to the Plaintiffs and having confirmed the sale for 21 Rs to the 4th Defendant issued a Puttah in his name accordingly.

4 The Plaintiffs therefore pray for a Decree to annul the above sale of the land &c, &c

N. B. No 510 of 1853 was filed by the 1st Plaintiff Gashagherry auchariy for the recovery of half the spot now sued for as well as for the loss of produce but the suit was struck off the file on the ground that the suit ought to have been brought for the recovery of the whole field. This suit has therefore been filed by the 1st and 2d Plaintiffs conjointly for the recovery of the whole field.

Filed 23d January 1856.

/True Translation/

/Signed/ H. A. Brett

Collector.

Answer

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No. 3.

Answer filed in O. S. No. 3 of 1856 on the file of the Subordinate Court of Salem by H. A. Brett Esquire Collector of Salem and Defendant against Gashagherry acharry Plaintiff in that Suit.

The 1st Defendant acknowledges that a piece of Nunjah land in the Village of Vengaray, No 1 in No 573, consisting of acres 0-34-3 and assessed at Rupees 9-3-0 which forms the subject of this Suit was sold by him at Public Sale on the 14th March 1853, under the orders of the Board of Revenue in 1853, for an arrear of Revenue due for Fusly 1261.

2. The arrear amounting to Rupees 17-1-0 was due from Annutiem the 2nd Defendant, who became the proprietor of this piece of Nunjah land on the death of his father Moottoosawmy Vencataramanien, its Registered proprietor and Puttadar. The Plaintiffs do not deny that this arrear of Revenue was due, but contend, first, that the precise piece of land in which the arrear was due should only have been Sold; 2d, that the defaulters Security should have been made answerable 3d, that they as Mortgagees in possession should have been considered the actual proprietors; and fourth that the land under dispute which formed no part of the 2d Defendants putcut was Sold without giving the Plaintiffs any notice of the Sale.

With

3 With respect to the 1st. point, it is not disputed that the arrear was due for another piece of land in the same Village, named Vellamarattoo Cudoo Poonjah No. 287, acres 11-6-1, assessed at Rupees 17-1-4; but the 1st. Defendant Submits that this is no argument against the legality of the Sale. It is expressly declared by Section VI. Regulation XXVII. of 1802, that the landed estate of a defaulter is the Security of the Public Revenue, and under that enactment the Officers of Government are authorized to attach and sell the entire estate, or any portion of it which they deem advisable; when an arrear of Revenue is due.

4 The Second point urged by Plaintiffs is also the 1st. Defendant Submits quite untenable. The Security of a Revenue Defaulter is doubtlessly answerable, but the defaulters own property still remains liable to attachment and Sale, and may be proceeded against in the first instance. It is sufficient to quote on this point Clause 2 Section V Regulation XXVIII. of 1802, though other Similar passages in the Regulations might also be brought forward.

5 The 3d. point is, that Plaintiffs as Mortgagees in possession, had a right to the piece of Nunjah land, and should not have been disturbed in their enjoyment of it, but the 1st. Defendant urges that for the Security of the Public Revenue the

the Regulations have enacted that the Registered proprietors of land that is, the parties in whose names the Puttahs are prepared, are not to be exempt from paying the Revenue due to Government from such lands, unless transfers of them are publicly registered in the Collectors Office (See Section VIII Regulation XXV. of 1802 and Section III Regulation XXVI of 1802) In this instance there was no such transfer, and the 2d. Defendant as the heir of his father the registered proprietor was in the eyes of Government the owner of the land, and the Plaintiffs merely received the Puttah with his consent, as on his behalf, his agent. It was competent therefore to Government, it is urged, to sell the 2d. Defendants proprietory right to this land in satisfaction of the arrear of Revenue due by him. It was open to Plaintiffs to prevent the Sale by tendering the amount of the arrear due by the Mortgagee or to apply for any surplus proceeds which might remain from the Sale in satisfaction of their Mortgage, but though the Tahsildar sent them a Notice on the 18th. November 1833. after the land had been attached, they adopted neither course; and in receiving the land on Mortgage without taking Steps to have it transferred to them in a legal and formal manner it is Submitted that they make themselves Subject to the rule of, "Caveat emptor", and have no right to

to complain that Government will not give up its legal right in their favor.

6 The 1st Defendant is aware that the Court of Sudr Udalut in their Circular order of the 16th August 1827, have declared Regulation XXVII of 1802 to be applicable to Zemindary lands only, but this construction has been superceded by subsequent legislation. For Section IV Regulation III of 1830 clearly regards that Regulation as applicable to Sale of lands of all kinds, and Section II Regulation VI of 1832 declares that Section XX of that Regulation has always been applicable to lands of every description, and if that Section has been every part of the Regulation must have been so likewise. The Collector further submits, with deference, that Collectors in unsettled Districts are authorized to regulate their dealings with Ryots under it as well as the other Regulations of 1802 by Section IV Regulation III of 1806, and that the practice of looking to the registered proprietors for payment of the assessment is sanctioned by the general analogy of the laws, the Custom of the Country, and the usage which has always prevailed.

7 It is necessary for the security of the Revenue that parties who stand registered in the Public accounts as owners of land should be

be answerable for its assessment, and the justice of this rule is the more obvious, since, with a view to protect the rights of land owners, the Collector register is not altered without their written consent, except in cases of a public sale for arrears of Revenue, an order from a Civil Court or their Voluntary relinquishment even when a deed of Sale is produced before a Collector, the register is not changed to the purchasers name unless the written authority of the proprietor is also produced. and the 1st Defendant would submit that tho' the want of registry may not affect the validity of a Sale or Mortgage of land as between the Seller and purchaser, that an unregistered transfer is invalid as respects the Government.

8 The 4th point relates to the legality of the Sale, and the 1st Defendant is prepared to prove that it was conducted in all respects in a Strictly legal manner. The Plaint itself shews that the notification which specified the land to be sold, the time and place of Sale, was published in the Village of Vengaray as well as in other places. The very same land that was described in the advertisement was sold, and as argued, in the last point the 2d Defendant is the owner of that land

Fort St. George, 30th April 1836.

land in the eyes of Government.

9 In conclusion the 1st Defendant prays that on a consideration of the arguments brought forward in his defence the Plaintiffs may be nonsuited and called on to pay the costs of the action which they have improperly brought against him.

/ Signed / H. A. Brett

Collector

No. 4

Translation of a "Diary order of the Sub Court dated 7th April 1836 in O. S. No. 3 of 1836.

Read answer presented by Government Vakeel Goolam Hoosain Khan for the 1st Defendant the Collector.

The above answer is not a correct answer to the Plaint and is besides argumentative and diffuse, ordered therefore that the answer be returned, and that it be prepared correctly and briefly, according to the new rules of Procedure, and filed within one months time.

7th April 1836.

/ True Translation /

/ Signed / H. A. Brett

Collector

Ordered that the following letter be sent in reply

To

Fort St. George, 30th April 1836.

(1022-23)

B. No. 1292.

To The Collector of Salem.

Inst. 30th April 1836.

To

The Collector of

Salem.

Sir,

I am directed to acknowledge your letter of the 22d Instant, in which you state that in Suit 3 of 1833 being dismissed on a technical point the parties interested brought a new Suit No. 3 of 1836 that in reply to this Suit you filed the answer received with the Board's Proceedings of 7th June 1833, and that as the Court has styled the "incorrect, argumentative and diffuse," and directed you to prepare a new answer, you request instructions for your guidance.

2 The Board observe that in the new plaint, the argument that the Collector ought first to have proceeded against the Security of the defaulter has been omitted. The 2d point introduced by you in your defence was therefore irrelevant and ought to have been omitted.

3. You are therefore instructed to prepare a new answer omitting this part and when filing it, your Vakeel should be instructed to bring to the notice of the Court that it includes all the facts of the case, and that it is necessarily argumentative because

the

1089 Fort St. George, 30th April 1856.

the point at issue depends on the Construction to be put upon the Revenue Regulations. That your argument is as brief as the importance of the principle at Stake permits and that in filing it you are acting under the instructions which you have received for the defence of the public interests which the claim advanced by the Plaintiff endangers.

4. If the Sub Court Still reject the answer you should appeal to the higher Court and acquaint the Board with the result.

Revenue Board Office,
Fort St. George,
30th April 1856.

/ Signed / Gs. Forbes
Secretary.

To,
G. S. Forbes Esqre
Secretary to the
Court of Wards.

1024
Bd. No. 11.17.
From I. B. Norton Esqre
Barrister at Law.

Sir,

I have the honor to inform you that I attended the Sudr on the 28th Instant, on behalf of the Senior Zemindar of Sevagunga, when the Petition of the Appellant Sowmia Natchiar was rejected.

Madras
30th April 1856.

/ Signed / I. B. Norton
Barrister at Law.

Ordered.

1090 Fort St. George, 30th April 1856.

Bd. No. 1295

Order thereon
(1024-25)

Cutcherry 18th April 1856

Ordered to be communicated to the Collector of Madura, with reference to his letter dated 9th Instant.

Read the undermentioned Extracts.

1026
Bd. No. 1259.
From the Secretary to Government 16th April 1856. (For information).

Stating with reference to the attachment and proposed transfer to the Court of Wards of the Barwah Estate in Ganjam owing to the dissensions between the family of the late Proprietor and his brother Gooroo and Family the present Manager, that Government regard the latter as an undivided Member of the family till legally proved to be the Contrary, and that if wrong be done by him to the

Fort St. George, 30th April 1856.

the Minor, the Widow may appeal to the Civil Court on his behalf.

(1026-27)
Order thereon — Ordered to be recorded.

B. No. 1278
From the Secretary to Government, Dated 17th April 1856. Sanctioning the
For information
(1028) retention until the 31st March 1856 of the extra guard employed at the Hill Talook of Juddeghy in Rajahmundry at a monthly cost of Rupees 268: and the continuance until the end of June next of a reduced guard at a cost of Rupees 143 per mensem.

(1028-29)
Order thereon — Ordered to be recorded.

From

Fort St. George, 30th April 1856.

Received the undermentioned Miscellaneous Letters and Statements.

(1030) No. 1039
From the Collector of Malabar. List of letters received from the Board and remaining unanswered up to 31st March 1856.

(1031) No. 1040
From the Collector of Malabar. List of letters addressed to the Board and remaining unanswered up to 31st March 1856.

(1032) No. 1021
From the Acting Collector of Masulipatam. Informing that no Import or Export of Gold and Silver Bullion and Specie has taken place at the Port during March 1856.

(1033) No. 1041
From the Collector of Nellore. Average Bazar Prices of Grain for March 1856.

(1034) No. 1042
From the Collector of Coimbatore. Average Bazar Prices of Grain for March 1856.

(1035) No. 1043
From the Collector of Nellore. Statement shewing the quantity of Salt in Store available for exportation to Calcutta on 15th April 1856.

From

1093

Fort St. George, 30th April 1836.

No. 1014.

From the Collector of Rajahmundry. Replying to in
1036 Board's letter of 15th Instant, calling for
reply to Circular regarding Sussulyjasty
and Teerwahyasty.—

E. Hutchey.

Comp.
C. Burton