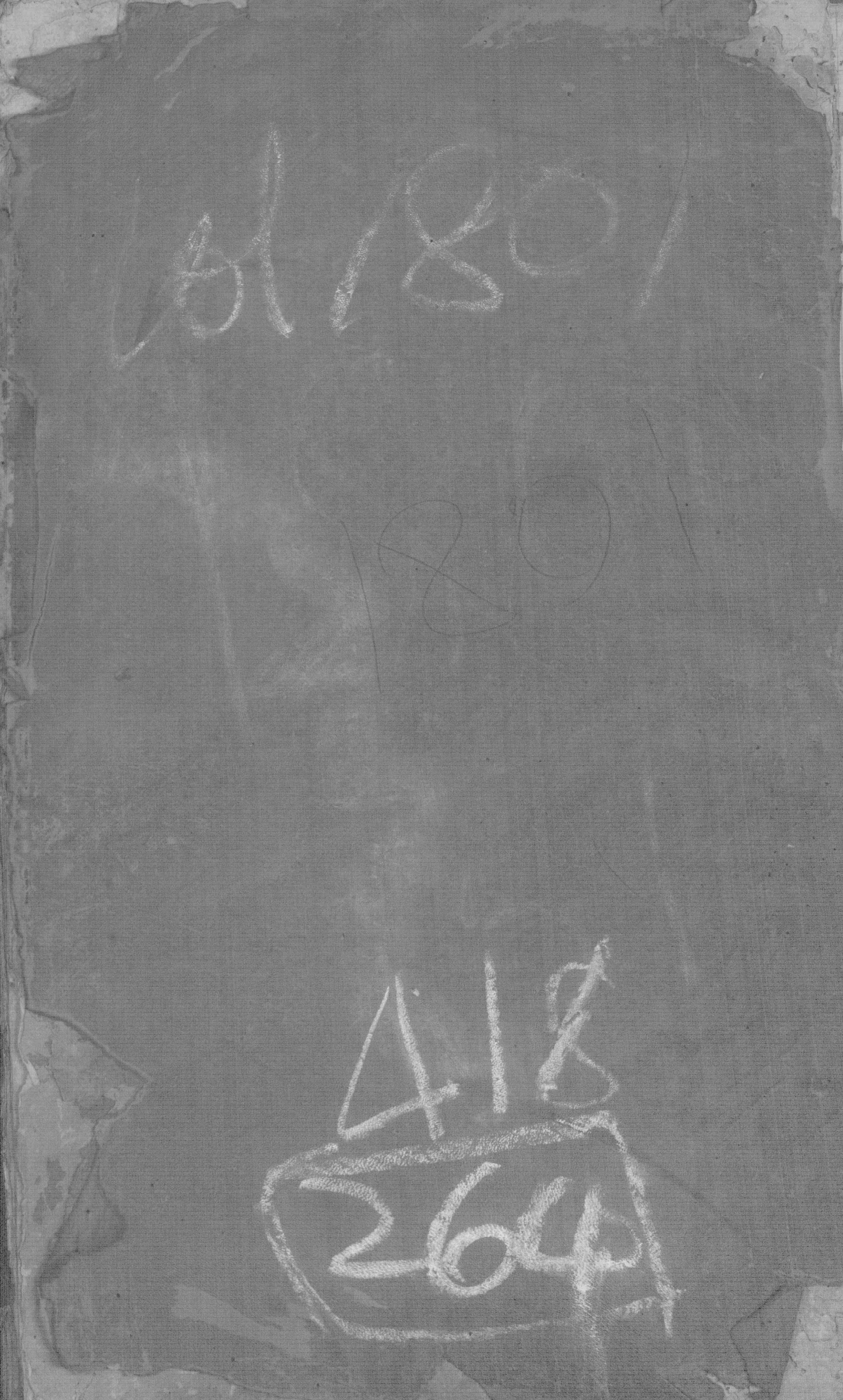


4710 Fort St. George 21st April 1842

No Diary

At a Meeting Present

Thursday 21st April 1842 — John Dent Esqre Senior Member

— G. D. Drury Esqre Second Member

Walter Elliot Esqre Third Member

and

Alexander Maclean Esqre Temporary Member

Minutes of the last

Meeting read and approved.—

Read again Extract

from the Minutes of Consultation

dated 14th and entered in Consultation

21st ultimo —

Ordered that the

following Circular be sent in

consequence —

Circular

4711 Fort St. George 21st April 1842.

Circular,

Circular to all Collectors and to Collector of Sea Customs of Madras.—

(1)

Sir,

I am directed by the Board of Revenue to transmit to you the accompanying Form, and to request that you will furnish the information therein required within 8 days from the date of the receipt of this letter, for submission to the Government of India.—

Revenue Board Office
Fort St. George
21st April 1842.

Signed/ R. T. Porter
Acting Secretary

Form.

	Total Collections of Land and Extra sources of Revenue exclusive of recovery of advances.—	Charges of Huzzoor and District Establishments inclusive of Magistrates Department as per sanctioned Moyerzabitah	Zemindars.—
Fusles	Rs. as.	Rs. as.	
1246			
1247			
1248			
1249			
1250			
Total			
average per annum			

Read

4712 Fort St. George 21st April 1842.

Read the following Extract

Extract from the Minutes of Consultation under date the 5th April 1842.

From the Chief Secy. to Govt.

Read the following letter

(2)

To The Chief Secretary to Government

Sir,

In reference to minutes of Consultation in the Revenue Department No. 257, dated 1st instant transmitting an Extract Para 8 of a Memorial from Assistant Surgeon Edgcome, I have the honor by order of the Medical Board to state for the information of the Right Honorable the Governor in Council that Mr. Edgcome being the only Commissioned Medical Officer under this Presidency, with the exception, as per margin, exclusively attached to a Collector, the duties of his situation are somewhat different from those of other Civil Surgeons, and that being obliged to accompany the Collector in his annual tour through the District, he is necessarily subjected to the expense

× Assistant Surgeon Joseph Adams M.D. in medical charge Establishment of the Collector and agent to the Governor of Fort St. George in Ganjam.—

expense of keeping up a marching establishment during a part of each year —

2. The Board direct me further to state, for the information of Government, that the appointment of a Medical Officer to the establishment of the Collector of Bellary was originally made when the then Principal Collector, (the late Mr. Robertson) resided at Anantapoor, at a distance from Medical aid, and has since been discontinued. Although the present Collector, it is believed, resides chiefly at Bellary — small other civil Revenue Officers when travelling on duty through their districts, are accompanied by a Medical Subordinate, the services of a Commissioned Medical Officer being considered unnecessary. —

Fort St. George,
Medical Board Office
10th March 1842 — } /Signed/ Geo. Pearse M.D.
Secretary Med. Board

At the Head Quarters of the Collector has been fixed at Bellary, the Right Honorable the Governor

Governor in Council resolves to transmit the foregoing letter to the Board of Revenue with a request that they will state why an Assistant Surgeon should be continued at that District alone and not at others. —

/True Extract/
/Signed/ W.H. Chamier
Chief Secretary —

To The President and Members of the Board of Revenue —

(2-3)

Order thereon, Ordered to be sent again in circulation.

/Read again in Cons. 28th April/

Extract from the Minutes of Consultation under date the 11th April 1842 —

From the Actg. Secy. to Govt. —

(4)

Read the following letter from the Acting Secretary to the Board of Revenue —

/Here enter 3 March 1842 No. 86/

The Right Honorable the Governor in Council observes that although "Ore and Metals" only are mentioned in the 16th para of the Revenue Despatch of the Honorable the Court of Directors dated 5th June 1839, it is considered to have been the intention of the Honorable Court also to exempt the Iron and Steel Company for

for a second period of 5 years from all liability for rent on the Government waste lands leased for the Cutting of Fuel

To The President and Members of the Board of Revenue

/A true Extract/
/Signed/ John Orr
Acting Secy. to Govt.

Order thereon.

5

Ordered that a Copy of the foregoing Extract from the Minutes of Consultation together with a transcript of the letter to Government from the Revenue Department thereon recorded, be furnished for the information and guidance of the Collectors of the Districts in which the Iron and Steel Company hold leases of waste lands for the cutting of Fuel.

3d March 1842.

South Arcot and Trichinopoly

Ordered also that the following letters be sent as enclosures

To

The Acting Principal Collector of Tanjore

To the Acting Principal Collector of Tanjore

Sir,

6

Adverting to the letter from this Department under date the 7th of March last, I am directed by

by the Board of Revenue to transmit for your information and guidance the accompanying copy of an Extract from the Minutes of Consultation dated the 11th instant, and with reference to the instructions of Government therein conveyed, to request that you will remit to the Acting Secretary of the Iron and Steel Company the amount of the Bill for Rupees 484-15-6- which was furnished by him to the Sub Collector Mr. Forbes and held in deposit on account of the rent of the Jungles in the Shevally Talook as stated in your letter dated 31st January last.

In Cons 21st April 1842

In Cons 17th July 1842

Revenue Board Office
Fort St. George
21st April 1842

/A true Extract/
/Signed/ R. T. Porter
Acting Secy.

To F. M. Lane Esqre
Secretary Iron and Steel Company

4-7

To F. M. Lane Esqre
Secy. of the Iron & Steel Company

Sir,

In reply to your letter

In Cons 21 March 1842. under date the 9th of March, I am directed by

Fort St. George 21st April 1842

by the Board of Revenue to transmit to you the accompanying copy of an Extract from the Minutes of Consultation dated the 16th instant copy of which has also been forwarded for the information and guidance of the Authorities in those Districts in which the Arcot and Steel Company shall be leased for cutting fuel in Jungle Lands

2 The Board further direct me to observe that instructions have been issued to the acting Principal Collector of Tanjore to remit to you the amount of the Bill for Rupees 484-15-6 held in deposit on account of the rent of the Jungles in the Shealy Talook &c to December 1st 1841

Revenue Board Office,
Fort St. George,
21st April 1842

/ Signed / R. J. Porter
Acting Secretary

Read the following resolution

Extract from the Minutes of Consultation
dated 16th April 1842

(From Board 4th April)

(8)

From the Acting Secretary to Government

The Right Honorable the Governor in Council grant authority to

Fort St. George 21st April 1842

to the Collector of Rajahmundry for continuing the defence in the Northern Provincial Court Suit No. 572 of 1839 in which the Decree passed by the Zillah Court in favor of the Collector has been appealed from by the Plaintiff

/ Signed / John Orr
Acting Secy to Govt.

Ordered that the following letter be sent in consequence

To The Collector in the Zillah of Rajahmundry

To the Coll.r of Rajahmundry

Sir,

In Cons.n 4th April 1842.

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 17th Ultimo and to inform you that the Right Honorable the Governor in Council was pleased under date the 16th instant to grant authority for continuing the defence in the Northern Provincial Court of further Suit No. 572 of 1839 in which the decree passed by the Zillah Court in favor of the Collector of Rajahmundry has been appealed from

(8-9)

from by the Plaintiff

Revenue Board office
Fort St. George
21st April 1842

/ Signed / R. J. Porter
Acting Secretary

Read the following resolution

Extract from the Minutes of Consultation
dated 19th April 1842

(From Board 4th April)

From the Actg Secy to Govt

(10)

The Right Honorable the Governor in Council authorizes the acting Principal Collector of North arcot to make over to the Enamdar Marzah anbid Hussain 1/2 Cawny of Nunjah land assessed at Rupees (34-12-6) Thirty four, annas twelve and pice six per Fasly, together with about 3 1/2 Cawny of waste land, and also the sum of Rupees (80-3-6) Eighty three and pice six per annum granted in compensation for the Enam land and houses taken up for Military purposes.

/ Signed / Sd. Actg Secy to Govt

Ordered that the following letter be sent in consequence

To

To
The Acting Principal Collector
in the Northern Division
of Arcot

To the Actg P. Coll: in the Northern Divn of Arcot

Sir,

With reference to your letter dated 31st Ultimo, I am directed by the Board of Revenue to inform you that the sanction of Government was granted under date the 19th instant to make over to the Enamdar Marzah anbid Hussain 1/2 Cawny of Nunjah land assessed at Rupees 34-12-6, together with about 3 1/2 Cawny of waste land and also the sum of Rupees 80-3-6 in lieu of and in compensation for the Enam land and houses belonging to him resumed for Military purposes within the Cantonment of Vellore

In Cons 21st April 1842

(10-11)

Revenue Board Office
Fort St. George
21st April 1842

/ Signed / R. J. Porter
Acting Secy

Read the following resolutions

Extract from the Minutes of Consultation
dated 19th April 1842

(From Board 21st March)

(12)

From the Acting Secy to Govt

The Right Honorable the

the Governor in Council authorizes the Principal Collector of Salem to issue to Captain Hill the requisite grant for the land alluded to by that Officer as particularized in the Statement submitted with the above letter, measuring 4.0 Acres and assessed at Rupees (68-11-2) Sixty Eight, annas eleven and piece two

/Signed/ John Orr
Acting Secy to Govt

Order thereon;

(12-13)

Ordered that a copy of the foregoing communication from Government be transmitted for the information and guidance of the Principal Collector of Salem with reference to his letter under date the 3d Ultimo.

Extract from the Minutes of Consultation dated 19th April 1842.

(From Board 4th April)

From the Actg Secy to Govt

(14)

Ordered that the Petitioner Mootoo Aukul Naick, Poligar of Tiroovenyspoorum, be informed through the Board of Revenue, that unless he appears before the Collector of South Arcot either personally or by Vakeel, and affords all the

necessary information on the subject of his Petition of the 21st June 1841 that Officer will be unable to investigate the circumstances connected with his claims to the Service Inams preferred to by him.

/Signed/ John Orr
Acting Secy to Govt

Resolution thereon,

(14-15)

Resolved that a copy of the foregoing order be forwarded to the Collector of South Arcot with reference to his letter of the 17th Ultimo, for communication to Mootoo Aukul Naick Poligar of Tiroovendy spoorum

Extract from the Minutes of Consultation dated 19th April 1842.

(From Board 24th March)

From the Actg Secy to Govt

(16)

The Right Honorable the Governor in Council grants authority for the excess of five Rupees above the standard rate paid by the Principal Collector of Madura for the destruction of a Royal Tiger as well as for the reward of fifty Rupees paid under orders of the Court

4723 Fort St. George 21st April 1842.

Court of Circuit for the apprehension of a robber in ...

(Signed) John Orr
Acting Secy. to Govt.

Order thereon— Ordered that a copy of the foregoing resolution of Government be communicated to the Principal Collector of Madura with reference to his letter of the 7th February 1842.

(16-17)

Extract from the Minutes of Consultation dated 19th April 1842.

(From Board 31st March)

From the Actg Secy to Govt.

The Right Honorable the Governor in Council grants sanction for writing off from the accounts the deficiency of 54½ Manjee Rowanahs reported by the Acting Principal Collector of Cuddapah, and authorizes the stock of this description of paper remaining in the several Districts to be returned to the Stamp office and struck out of the accounts.—

(18)

(Signed) John Orr
Acting Secy. to Govt

Order thereon— Ordered that a copy of the foregoing Extract from the Minutes of Consultation be transmitted for the information of the Superintendant of Stamps with reference to his letter dated the 15th ultimo.—

(18-19)

In Board 31st March 1842

J G B

Read

4724 Fort St. George 21st April 1842

Read the following letter.

(20)

From the Collr of Ganjam

Reporting the result of his investigation into charges of corruption preferred against Ramasawmy Row late Tahsildar of Parlacamdel in his District stating that the charges have been fully established against him.

To The Secretary to the Board of Revenue.

Fort St. George.

Sir,

1 With reference to my letter dated the 16th January last, I have the honor to submit to the Board of Revenue, the result of my investigation into charges of corruption preferred against Ramasawmy Row, late Tahsildar of the Parlacamdah Talook in this District; and greatly regret to state that the existence of practices by him from the Ryots of Villages under his Authority, of sums of money to a large amount for his own benefit, during the last two years, has been fully established against him.

2 The defective mode of Revenue management that prevails in this District, affords more facility and scope for the practice of irregularities by the Native Servants employed, than exist where a more regular and perfect System, under a fixed Survey and Pottahs prevails obtains. In the Hooly Talooks of Ganjam it has been the practice from

the

the commencement of the Company's Rule, and I believe that the same plan is followed in several other Districts in the Northern Circars, that the Ryots are not permitted to reap or thrash out their crops, without having previously obtained a written Permit from the Tahsildar or other Officers, addressed to the Cyustpean, who is usually Stationed in each large Village for the purpose of looking after the crops. This rule was formerly adopted for the security of the Revenue, when it was Customary to form the Settlement for the year upon the estimate or the outturn, of the Crop, and has ever since been continued with the view of preventing the Ryots from making away with their produce without the knowledge of the Revenue Authorities. Precautions of this Kind are not necessary in regularly assessed Districts, but here where the Settlement is not well defined and the Ryots are for the most part extremely poor, and greatly inclined to dishonesty, it had been found requisite to

to maintain this check over the operations of the harvest and since the district has fallen under my charge, I have not ventured to make any change in what I found to be the long established practice.

3 Unfortunately this rule has been perverted by Amnagie Rawze into an engine for extorting sums of money from the Ryots of the Villages under his authority by withholding permission to reap or thrash out their several crops until his illegal demands were satisfied. It appears that in these Corrupt transactions he chiefly made use of the agency of certain individuals of influence in the Talook, hereditary Village Officers, who either participated in the illegal exactions or indirectly derived advantage in their dealing with the Ryots in various ways. In some instances the money for a bribe to the Tahsildar was advanced as a loan to the Ryots by these persons at exhorbitant Interest, and repaid on terms disadvantageous

to

* Deposition of Vasi Coyee of Cuppuram
Tricolokiena Pettanah Curnum of Cuddu-
Chatchiapumma Pooloomb Curnum of
Pulam.

&c &c to the Ryots out of the crops.
The man who appears to have been
most extensively employed by Anna-
-jee Row in these illegal transactions,
named Pooroosha ttama Chowdry, having
died a few months ago, his evidence
could not be made available; but
the other parties* have been examined,
and their evidence is most explicit
as to the fault of the Defendant. In
some instances the money was carried
to the Tahsildar by these Ryots, who
afterwards informed the Ryots that they
had paid the money and delivered to
them a written permit to reap or thrash
out their crops; and in numerous cases
they were not only the medium of negoci-
-ation between the Tahsildar and the
Ryots, as to the Amount to be given as
a bribe, but were also present when
they gave the money. Little precaution, with
a view to secrecy, seems to have been
taken by the Tahsildar, in these trans-
-actions. Commonly three or four of the
principal Ryots carried the money to his
house

house, or to the place, where he may have
put up at the time, and one or two of them
went inside while the others remained at the
door. The levy of the contribution from
the Ryots of the several Villages on account
of these extra demands was generally ma-
-naged by three or four of the principal
Ryots, who have for the most part been
examined as witnesses. I have not thought
it necessary to record the examinations of
a greater number of the Ryots of each
Village, as to the fact of extra contributions
having been made to meet these expences
which would only have unnecessarily occu-
-pied time, and swelled the record;
but an account of the whole of the
payments made by each individual
Ryot has been taken which fully corro-
-borates the fact of extra contributions to
the extent of the sums proved to have been
paid to the Defendant, having been made
in the respective Villages.

4 The Tahsildar however had
taken the precaution, to prohibit the entry
of such items in the Village accounts
kept by the Curnams, and in consequence

except

except in a few instances, no traces of such collections or payments are to be found therein. These extra contributions were made separately for the most part with reference to the number of shares into which for municipal purposes the Villages are divided or subscribed according to the means of the Ryots. The absence of any entries in the Village accounts, in respect to these items, is a circumstance rendering the evidence not so conclusive as it would have been had it been corroborated by documentary proof of that description; but the want of such proof is accounted for by the pains taken by the defendant to prevent the Curnams from introducing any unauthorized items of receipt or disbursement into their accounts, and although it is not impossible that the amount of some few of the items may have been exaggerated, the accumulated mass of evidence adduced carries irresistible conviction of the delinquency of the late Sahsildar and places altogether beyond the

the bounds of credence his allegation that the whole is the result of a combination against him.-

5 I herewith submit a copy of the decision passed by me under the provisions of Regulation IX of 1822, upon the charges preferred against Annaji Rau, which I trust will meet with the approval of the Board of Revenue.

6 I beg to add that I consider it to be imperatively required as an example and warning to others that the three persons above alluded to as having been chiefly implicated in these corrupt transactions, should be dismissed from their hereditary offices. Subject to the Boards approval, I have appointed the son of Deenabund Sah to succeed him as Curnam of the Village of Gondalah, but deem it necessary that persons unconnected with the late incumbents should be appointed to succeed the Curnams of Conchoor and Palem, who are more actively engaged in

in the Sahasildar's malversations.-

Ganjam District
Collector's Circuit Cutchery,
Ichapore, 18 March 1842
} Signed R. A. Bannerman
Coll.r

Translation.

Extract of Proceedings held before R. A. Bannerman Esq.r Collector on the 9th Illah of Ganjam under date 4th March 1842.

Government —— Prosecutor.

Versus.

Annoy in Row Sahasildar of the Poobacondah Taloke } Defendant.

Numerous Complaints having been preferred against the Defendant, by Ryots of Villages in the Poobacondah Taloke, of which he has filled the situation of Sahasildar for the last 3 Years, of his having corruptly and illegally exacted from them for his own use various sums of money quantities of grain &c both directly and by the agency of others, on various unlawful pretences such as for permission to reap and thrash their different crops; a summary investigation has

has been held by the Collector under the Provisions of Regulation IX of 1822, and the following is an abstract of the evidence of the witnesses examined in support of the several charges, taken upon Solemn affirmation, to which is added a brief Summary of the defence which has been made by the defendant on the matter of these charges.-

No. 1 Sarwah Village. } The Defendant is accused of having exacted from the Ryots of this Village in fusly 1250, a sum of 100 Rupees by withholding permission to reap and thrash their rice or kharey crop; also a further sum of 150 Rupees for leave to cut and thrash their paddy crop. Further with having taken 50 Rupees out of the Amount issued to this Village as Tackavee in fusly 1251; the three items amounting altogether to 300 Rupees. In support of this Charge Imadoomahar anah a principal Ryot states that when the Sahasildar came to their Village in fusly 1250, Poorosshottum Chowdry and Jaggannadah Chowdry persuaded

persuaded them to give a bribe of 100 Rupees to the Tahasildar, in order to obtain a permission to reap their natcheney crop; to which the Ryots at length consented, that he Gourdanahurandah, borrowed 100 Rupees from Pooroshottum Chawdry and in the presence of Coosoonoosavoo, Lutchmana Samoo Gaverdanah Paddy and other Ryots gave the said amount into the hands of the said Pooroshottum Chawdry, in front of the door of the mutteum who at their request carried and delivered the money to the Tahasildar who was then inside of the mutteum, and that on that very night Pooroshottum Chawdry brought them a written permit or Chit to cut their crop at the same time informing them that he had paid the money to the Tahasildar

In corroboration of this Statement, Coosoonoosavoo States that the said 100 Rupees were collected from the Ryots and paid to the Tahasildar, Gaunnadanapaudy States that a part of the said Sum was subscribed by the Ryots, and a part borrowed from the said Pooroshottum chawdry, while the Carnum Ramay Iruhuntie

States

States that he entered the said Sum of 100 Rupees in the accounts as paid to the Tahasildar, by direction of the Ryots, who contributed the same according to their Shares in the Village; Modoosnahurunah further states that in consequence Pooroshottum Chawdry having persuaded them to pay a Sum of 150 Rupees, to the Tahasildar, in the Month of Margaseriah of the said year for leave to cut their paddy Crop, the whole of the Ryots contributed that Amount and paid the Same into the hands of Pooroshottum Chawdry and Jaggana-dah Chawdry at the Village of Conchroo; that Pooroshottum chawdry, thereupon repaired to the Muntap, where the Tahsildar had put up desiring them to return to their Village, and that two days afterwards, Pooroshottam Chawdry brought them a Permit to reap their paddy, and informed them that he had paid the said Sum of 150 Rupees to the Tahsildar- The evidence of Gourdanah Paddy is corroborative of the above Statements; Coosoonoosavoo also States that Pooroshottum Chawdry

brought

Fort St. George 21st April 1842

brought and delivered to the Ryots a Permit to reap their Crop, after he had carried the above mentioned sum of money to the Cutcherry, where the Tahasildar then was- Cannagamahantee states that he was informed by other Ryots that the money in question had been paid to the Tahasildar, and that he contributed his portion there of-

Modoo Mahoramah further states that in consequence of Dunabundoo the Carjee of Gandullah having undertaken that he would obtain a remission on the Summah Kandy to the extent of 600 Rupees on account of the lands left uncultivated formerly occupied by Ryots, who have died or emigrated, provided the Ryots would agree to give 50 Rupees to the Tahasildar, out of the tuckavy money to be issued to them for fusly 1251, the Ryots accordingly paid that sum into his hands, and that he, accompanied by Coosoomoosamoo, Govindanaidy and others, proceeded to Pooroshottapoor when the said Deenabundoo Carried the money

Fort St. George 21st April 1842

to the Tahasildar's house, and on his return from thence, he stated that the matter had been settled, and that they might return to their Villages- Govindanaidy and Coosoomoosamoo Corroborate the above- Dunabundoo Samoo the Carjee of Gondalah depose that he paid to the Tahasildar, the fifty Rupees which the said Ryots gave into his hands-

Although in this case there is no direct evidence of eye witnesses that the money was actually paid into the hands of the Tahsildar, in the two first instances by Pooroshottum Chowdry (who died a few months ago) yet there appears to be sufficient proof, that the said Chowdry carried the money to the Tahasildar, and that permission to reap their crop was thereupon granted that this man Pooroshottum Chowdry acted as an agent for the Tahasildar in these Corrupt proceedings, and that it was well known in the Country that he was confidentially employed by the Tahasildar, and was

was constantly in attendance on him, is fully established, by the whole tenor of the evidence that has been adduced on in many of the following cases. The direct payment of the items of 50 Rupees is proved by the evidence of Deena Dayal Sow, who was also similarly employed by the Tahasildar, as a confidential agent, for estimating the crops, and was also concerned in these corrupt transactions the payment to the Tahasildar of the above three items amounting to Rupees 300 appears to be established.—

No 2 Jemelapoor Village.

The Defendant is accused of having illegally exacted from the Ryots of this Village in Fusly 1250, a sum of 20 Rupees for leave to reap their Kutcherry crops, and a further sum of 60 Rupees for leave to reap their paddy crops. also in Fusly 1251 a further sum of 79 Rupees for permission to reap their paddy crop, amounting altogether to 159 Rupees. In support of this charge, Dasarade Panegrahee, a principal Ryot, states that when the dry crops were ripe, the Ryots applied in vain to the Tahasildar for leave to reap, that

that at this juncture the Duffadar Dyanedee advised them to give a bribe to the Tahasildar, otherwise that he would not grant permission to reap. That the Ryots consulted together, and seeing that their Crop was sustaining much injury from remaining so long uncut the whole of the Ryots subscribed the sum of 20 Rupees on their respective shares in the Village which sum he together with Doolabha Panegrahee Suggunada Panegrahee, Madava Mahuntee and the Curnum Vopandrapuntaick carried to the Village of Vanoomanapilly, where the Defendant then was and that the Curnum carried the Money to the Tahsildar who was inside of the mutlum, while the Ryots remained outside at the door; and that the Curnum returned saying that he had paid the money to the Tahsildar, who in the same morning gave them a permit to reap their Paddy. Dasaradhee panegrahee and the Curnum Vopandrapuntaick fully Corroborate the above. The statements of Damodara panegrahee and Doolabha panegrahee are also to the same effect.

In

In regard to the second item
"Dasaradhee panegrahee and Veejaundrapetnaick
state that they collected 44 Rupees from the several
Ryots of the Village in the Month of Poosheam
of the same year for the purpose of bribing the
Tahsildar for permission to reap their Paddy Crop
out of which 6 Rupees were expended by the
Ryots. That he with Madakaroo Mahuntu
Doorlatha Panegrahee and the Curnum and
Karyee, and some others proceeded to Poonashotta-
poor carrying with them fifty Rupees that
the others of their party remained near the
shrine, while at about six Oria hours, after
day break he and Veejaundrapetnaick went
to the Tahsildar while he was bathing
in his house, and placed before him the
said fifty Rupees tied up in a piece
of cloth, saying that they brought
them as a bribe to obtain permission
to reap their paddy; that the same
evening or next morning, the Tahsildar
issued a permit to reap their paddy Crop which

Statement

Statement is corroborated by the evidence
of the Karyee Damodara panegrahee and
Doorlabah panegrahee.-

Dasaradhee Panegrahee
further states that a sum of 44 Rupees was
raised by the Ryots of the Village for the
purpose of bribing the Tahsildar to give
permission to reap their paddy Crop in
in Fusly 1251 out of which pertaining 4 Rupees
for their expences, they carried the remaining
sum to the Tahsildar's house at Poonashot-
-tapoor, and offered the same to him but
that he refused to receive it as insufficient.
That the Duffadar Dianeddy, persuaded
them that they ought to pay eighty Rupees
to the Tahsildar and that unless they
did so permission would not be granted.
That they accordingly borrowed 36 Rupees
from the Duffadar Dianeddy, and retaining
ten Rupees out of that sum for their own expences
he the witness together with Madawa Putnaik
the Curnums Brother went to the Tahsildars
house where he paid twenty eight Rupees tied up
in

in a piece of cloth to the Tahsildar. That after returning to the Suggamada Swamy's shrine where the other Ryots were the Duffadar Dianedly came to them and said that two Rupees were wanting out of the eighty and demanded the deficient two Rupees to be paid. That they gave him one Rupee keeping the other Rupee for their own expences and that on the same evening the Tahsildar gave an order to reap their paddy. The above statement is corroborated by the evidence of the Curnum Madava, Putnaick, and supported by that of the Coojie, Dannadara, Pangrahee, and Doolabha, Panegrahee, another Ryot. I consider that the evidence establishes the illegal receipt of the said sums amounting to 139 Rupees by the Defendant.

No 3 Pandia Village

The Tahsildar is accused of having illegally received from the Ryots of this Village, a sum of 20 Rupees for leave to reap the Natcheny Crop, a further sum of 25 Rupees for leave to reap their paddy Crop in Justy 1250, and 36 Rupees for leave to reap the Paddy in

in Justy 1241 being altogether eighty one Rupees. Parasaramah paddy the Head man of this Village, states that by the persuasion of Peroosheltum Chowdry the Ryots of the village made a contribution amongst themselves of 20 Rupees at the rate of a Rupee each share for the purpose of biking to the Tahsildar for leave to reap their Natcheny Crop during the last Justy and that the money was given into the hands of Peroosheltum Chowdry to be paid to the Tahsildar. Further that during the same Justy a further sum of 25 Rupees was, on the persuasion of the said Chowdry given to him on account of the Tahsildar for permission to reap their Paddy and that the said Peroosheltum Chowdry carried the said Rupees to the Tahsildar and threw to him on his house in the presence of himself Seamasundrapady and the Curnum and Coojie and that orders for reaping the grain were granted on the following day. This statement is corroborated by the evidence of the Curnum Jagannadah Mahunty

Mahunty the Coyce Beoncondolly and Soamasoondara paddy.

The Coyce Beoncondolly further states, that the Ryots settled with the Tahsildar to pay him fifty Rupees for permission to reap their paddy in the Fusly 1251 of which he paid 30 Rupees to Juggamadah Mahunty the Curnam of Chata Mindalee by direction of the Tahsildar. Parasaram paddy & Samasoondra pudee state that a contribution of the said 30 Rupees was made by the Ryots in the Village for the above purpose. This illegal receipt of the above sums appears to be established.

Ns. Commaree Village

The Tahsildar is accused of having illegally received from the Ryots of this Village 20 Rupees for granting leave to reap and 20 Rupees to thrash their Natchany Crop in the Fusly 1250 and 30 Rupees in the Fusly 1251 for leave to reap their paddy, being altogether 70 Rupees. Dasaradhie Pundah states that the Ryots having applied to the Tahsildar in

in vain for permission to cut their Natchany Crop, Poroshottum Chowdry spoke to them on the subject, and advised them to give a Vaile to the Tahsildar; saying that unless they gave some money, permission would not be obtained. That the Ryots consulted together, and made a contribution of twenty Rupees, which he accompanied by Gungapany putnaik, and the Coyce prince doady carried to the Tahsildars house when the money was paid by the Curnum in his presence and on that of Vaikeapundah to the Tahsildar, who was then seated on his pial in the Court yard of his house, that the Tahsildar thereupon gave a permit to reap on the following day. Gungapany Putnaik also deposes to the fact of having paid the 20 Rupees to the Tahsildar as stated above.

Dasareddy pundah states that the Ryots having applied in vain to the Tahsildar for leave to thrash out their Natchany, Poroshottum

Chowdry

Chowdry advised them to give 20 Rupees to the Tahsildar, that the Ryots accordingly made a subscription of 20 Rupees which sum was carried to the Tahsildar's house by himself, Narrain Pundah and Gourandama putnaick the son of the Curnum and that he gave the same to the Tahsildar while he was in the back yard of his house, in the presence of the other two persons who accompanied him - Gourunga putnaick and Narrain Pundah deposed to the fact of the said sum having been given to the Tahsildar in their presence as stated above -

Dasareddy Pundah states that in consequence of the Tahsildar having spoken to the Curnum, regarding the Ryots giving him some money for permission to reap their Paddy Crop, the Ryots made a subscription of 30 Rupees, which Gourungah Putnaick, son of the Curnum and Narrain Pundah the Corje carried to Poorooshottapoor and that on their return from thence, they stated that they had

had paid the Money to the Tahsildar and on the following day permission to reap their paddy was granted - Gourunga-putnaick deposes that he and Narrain-pun-dah, carried 30 Rupees to the Tahsildar, and that he went inside and gave him the Money; which is corroborated by Narrain pundah, who states that he sat on the pial of the Tahsildar's house, while the Curnum Gourungaputnaick, went into the house and immediately returned saying that he had paid the Money to the Tahsildar - The illegal receipt of the above items seems to be established by the evidence -

Nos 5 Pocholum-mal Village

The Tahsildar is accused of having illegally and corruptly extracted 60 Rupees from the Ryots of this Village in July 1841 and 80 Rupees in July 1841 amounting altogether to 140 Rupees for permission to reap and thrash their Paddy Crops - In support of which charge Dasara Mahennah, states that in last July when the Ryots requested permission of the

the Tahsildar while at the Village of Conchoor to thrash their Paddy Crop he caused Ponnoottum Chowdry and Drama bundoo Sanor the Corja of the Village Gondala to speak to them on the subject of their paying some bribe to the Tahsildar for leave to thrash out their Crop that after much discussion, he and the other Ryots agreed to pay a bribe of 80 Rupees to the Tahsildar and that he being the Principal Ryot of the Village sent to his house for that sum and that he in the presence of the Curnum Broondavana Mohunty, Gaddoo and Dasara Joghee paid the said sum to the Tahsildar while he was seated on the Gial of the Mutteum in the Village of Conchoor Broondavana Mahunty corroborates the above statement that the aforesaid sum was paid to the Tahsildar in his presence.-

Dasary Atchenah further states that in the present July the Tahsildar sent three Extra peons to seize and bring him to the Cutcherry under

under the plea that the Ryots had thrashed out their Paddy Crop without permission. That he accordingly proceeded to Poonoshottapoor, accompanied by Broondavanum Mohunty, Bondoo Joghee and Gaudoor Kristanamah, taking 85 Rupees along with him. That the Tahsildar treated him with severity on the plea that they had thrashed out their Crop without leave at the same time telling him to know that he expected they would give a bribe of 80 Rupees. The witness deposed that he paid that sum to the Tahsildar while in his house in the presence of the above named three persons. This Statement is fully corroborated by Broondavanna Mohunty, Bondoo Joghee and Gaddoo Kristanamah; and the evidence appears to be sufficient to established the illegal receipt by the Tahsildar of the above sums.-

No 6 Canakah Village.

The Defendant is accused of having illegally and corruptly exacted from the Ryots of the Village of Canakah in July 1238 by

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by withholding permission to reap their Natchony Crop, and 20 Rupees for leave to cut their Paddy Crop; further with having taken 11 Rupees out of the Succany ...paid to this Village in Fusly 1221 and 48 Rupees for permission to thrash their Paddy Crop, amount= ing altogether to 98 Rupees. In support of this charge Palaetty Balajee states that in the Month of last Assujum, Nulladra Putnaik having persuaded them to give a bribe to the Tahsildar for permission to reap their Natchony Crop, a sum of 20 Rupees was contributed by the Ryots of the Village which he and Nimmayeherma Putnaik the Curnum carried and paid to the Tahsildar, while in the house at about 8 O'Clock after

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sun set who granted permission to cut the Natchony Crop. In support of this statement Nimmayeherma Putnaik deposes that he saw the said sum paid to the Tahsildar by Palaetty Balajee. Poopadar Tah Paradhy another Ryot states in corroboration of the above, that the said sum was contributed by the Ryots of this Village, for the purpose of bribing the Tahsildar.

Palaetty Balajee further states

states that in the Month of Morgadarum following, he and the Curnum Nimmoychund putnaik, carried and paid 20 Rupees to Tahsildar while in his house, at about two hours after day break, which circumstance is corroborated by the evidence of the Curnum Nimmoychenna putnaik. Poopala Laraady another principal Ryot that the sum in question was contributed by the

the Ryots of the Village.—

Palesetty Balajee further states that in July 1251, the Defendant deferred for a long time issuing Tuckavy to the Ryots of the Village, intimating that he expected to receive a bribe of 10 Rupees. This the Ryots agreed to and accordingly on the issue of Tuckavy in the month of Sravanum or Badrapadum, he accompanied by the Curnum carried ten Rupees and paid the same to the Tahasildar while he was seated on the inner Court of his house, the Curnum at the time standing near the gate of the Court. The Curnum Nimmoy Chenna putnaik corroborates the above, except that he says he did not actually see the money paid to the Tahasildar. Poopala Saradee states that the Ryots of the Village gave 10 Rupees into the hands of Palesetty Balajee near the Talook Cutcherry, and sent him to deliver the same to the Tahsildar.—

In regard to the second item

item of 48 Rupees, said to have been given to the Tahasildar, to obtain permission to reap their paddy crops. Palesetty Kalajee states that he was informed by Nimmoy Cherna putnaik the Curnum that he paid into the hands of Neelady putnaik, a sum of 48 Rupees, of which 40 Rupees was subscribed by the Ryots, and the remaining 8 Rupees taken out of the Circar's Collection then in his possession to be delivered to the Tahasildar for permission to reap their paddy Crop, and that next day he delivered the Permit to cut their Crop. The evidence of Nimmoy Cherna putnaik, Poopala sarady, and Doodoolah Jugganadum corroborates the above statement.

No. 7 Moorahoyee Village.

The Dependant is accused of having exacted from the Ryots of this Village a sum of 16 Rupees for permission to reap their Ratcheny Crop, 16 Rupees for leave to reap their

their paddy Crop in fusly 1250, also 5 Rupees for leave to cut their Ratcheny Crop and 25 Rupees to thrash out their paddy Crop, amounting to 62 Rupees. In support of this charge Samoo Servoin states that in the month of Asweejum, as the Tahasildar having long withheld permission to reap their Ratcheny Crop, the Ryots made a subscription of 6 Rupees and borrowed 10 Rupees from Poorshottum Chowdry, amounting together to 16 Rupees, which sum they gave into the hands of the said Poorshottum Chowdry, to deliver to the Tahasildar, and that he saw the said Poorshottum Chowdry pay the money to the Tahasildar, while in the back yard of his house. The Curnum states that he heard the Ryots say that they had paid a bribe of 16 Rupees to the Tahasildar for permission to reap.

Samoo Servoin further states that

that in the month of Morgaserum, of the said year, 20 Rupees were Contributed by the Ryots of the Village for the purpose of giving the Tahasildar a bribe for permission to cut their paddy Crop, of which 4 Rupees being retained to defray their expences, the remaining 16 Rupees were entrusted to Juggelee Ravalo, who together with the witness himself, and the Corjee proceeded to Poorshotapoor, and at about midday, Juggelee Ravalo gave the sum of 16 Rupees into the hands of Poorshottum Chowdry for the Tahasildar. That Poorshottum Chowdry carried the money to Tahasildar's house, and that the same day leave to reap paddy was granted. In corroboration of this statement, Juggelee Ravalo states that he delivered the said 16 Rupees to Poorshottum Chowdry, who took him along with them to the Tahasildar's house

house, and paid the same to the Tahasildar in his presence. The Curinum deposes that a sum of 16 Rupees were despatched from the Village for the purpose of being given to the Tahasildar.—

Juggelee Ravalo further states, that a sum of 5 Rupees was contributed by the Ryots of this Village for leave to cut the Ratcheny produced in the Current fusly, which he and Samoo Somien carried to Poorshottapoor, and that he gave the same into the hands of Juggunad Chowdry, for the purpose of being paid to the Tahasildar, and that the same evening permission was granted.— Samoo Somien deposes as to Juggelee Ravalo having Carried the aforesaid money to the Tahasildars house, accompanied by Juggunada Chowdry.—

Juggelee Ravalo further states that he gave into the hands of Juggunada Chowdry 18 Rupees subscribed by the Ryots of the Village,

and

and 5 Rupees which he had borrowed — amounting altogether to 25 Rupees, to be paid as a bribe to the Tahasildar, for leave to thrash their paddy Crop, who accordingly paid the aforesaid money in his presence to the Tahasildar. In corroboration of this statement Samoo Somiew and the Corjee Dam Somiew depose that Juggelee Ravale carried the Money to the Tahsildar's house accompanied by Jugganad Chowdry. The Curreun Narain mokunty states that he was informed of the said circumstance by the Ryots of the Village. —

The evidence appears to be sufficient to establish the corrupt receipt by the Tahasildar of the above sums. —

No. 8 Cumbra Kully Village.

The Defendant is accused of having exacted from the Ryots of this Village a sum of 60 Rupees in fusly 1250, for leave to reap their paddy Crop, and 70 Rupees in fusly 1251 for leave to cut their Nutcheny Crop,

Crop, amounting altogether to 120 Rupees. In support of which, Mungalum Poollay states that in fusly 1250, he gave a sum of 50 Rupees into the hands of Poorshottum Chowdry, for the purpose of being paid as a bribe to the Tahasildar, for leave to reap their paddy Crop, that the said Poorshottum Chowdry carried the said sum of money to the house of the Tahsildar, and paid the same to the Tahasildar in the presence of himself and Modoosetty. In Corroboration of which Poleta Paddy the Corjee states that Poorshottum Chowdry proceeded to the house of the Tahasildar accompained by Mungalum Poollay, and Modoosetty, carrying with them the said 50 Rupees, and on their return they informed him that they had paid the money to the Tahsildar, and obtained leave to cut their paddy Crop on the following day. —

Mungalum Poollay states that

that in the present fusly a part of the Ryots of the Village had raised amongst themselves a sum of 40 Rupees, and paid into the hands of Juggamad mohuntee, who carried and paid the same to the Tahasildar, in his presence, Lutchman Sanoo states that he also saw Juggamad mohuntee carry the 40 Rupees which Mungalum Poolloy gave to him in the house of the Tahasildar, and that permiet was granted on the following day. Coommanad moonee and Poteta Paddy the Corjee deposes to the same effect. Poteta Paddy further states that the other party of the Ryots of his Village subscribed 30 Rupees, and gave the same into the hands of Juggamad mohunty the Curnum of the said Village, and that he and some other Ryots accompanied him to the house of the Tahasildar, when Juggamad mohunty desired them to remain and sider while he went himself into the house, and

and on his return, said that he had paid the aforesaid money to the Tahasildar, and they obtained the permission on the following day the undue receipt of the above items by the Defendant seems to be established.

No. 9. Allepooram Village.

The Defendant is accused of having exacted a sum of 50 Rupees from the Ryots of this village for leave to cut their Ratcheny Crop and 40 Rupees for leave to reap their Paddy Crop in fusly 1250 also 10 Rupees for leave to cut their Ratcheny Crop, and 25 Rupees for leave to reap their Paddy Crop in fusly 1251, amounting altogether to 125 Rupees. In support of which, Pooroopoolloy states that after the Ratcheny Crop was ripe in the fusly last, the Ryots, applied in vain to the Tahasildar for permission to reap. That Poorshottum Chowdry advised them to agree to give the Tahasildar a bribe of 50 Rupees for permission to reap. That the Ryots accordingly consented

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consented and subscribed amongst them the above sum which he Poor= poolley carried to Poorshottapoor and gave into the hands of Poorshottum Chowdry, who had carried the same to the house of the Tahsildar, and that the very next day they had= obtained a written permit from= the Tahsildar. afterwards Poorshot= tum Chowdry informed him, that he had paid the said money to the Tahsildar. He further states, that after the paddy Crop was ripe, Poorshottum Chowdry informed him that the Tahsildar was determined not to grant leave to cut their paddy Crop, until a bribe of 40 Rupees should be paid to him, and that therefore he bor= rowed a sum of 40 Rupees from Secarronto=, the Cajee of Balaconde= =poor and gave the same into the hands of Poorshottum Chowdry, for the Tahsildar, and that Poorshottum=

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them a written permit that night, at the same time informing him= that he paid the money to the= Tahsildar. He further declared that in the present fusly the Duffadar Dianedhy persuaded them to give to the Tahsildar a bribe of 25 Rupees for leave to cut their paddy crop, that the Ryots having consented, On a certain night during the month= of Cortiegum he carried a sum of= 20 Rupees to the Tahsildar, accom= panied by Juggannad Poolley, and= placed the same on a Chair [illegible] where the Tahsildar [illegible] Cantre. In Corroboration of [illegible] ment, Govindoy Dolley [illegible] he saw Poore Polley [illegible] occasion 20 Rupees [illegible] occasion 40 Rupees into the hands of Poorshottum Chowdry for the purpose of being paid as a bribe to the Tah= hasildar, and that thereupon they= obtained written permission to cut= their Crops. The Curnum Gouardanoo

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consented and subscribed amongst them the above sum which he Poorthem Poolley carried to Poorshottapoor and gave into the hands of Poorshottum Chowdry, who had carried the same to the house of the Tahsildar, and that the very next day they had obtained a written permit from the Tahsildar. Afterwards Poorshottum Chowdry informed him, that he had paid the said money to the Tahsildar. He further stated, that after the paddy Crop was ripe, Poorshottum Chowdry informed him that the Tahsildar was determined not to grant leave to cut their paddy Crop, until a bribe of 40 Rupees should be paid to him, and that therefore he borrowed a sum of 40 Rupees from Seearronto, the Carjee of Belaroute = poor and gave the same into the hands of Poorshottum Chowdry, for the Tahsildar. He

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them a written permit that night, at the same time informing him that he paid the money to the Tahsildar. He further declares that in the present fusly the Duffadar Dianedhy persuaded them to give to the Tahsildar a bribe of 25 Rupees for leave to cut their paddy Crop, that the Ryots having consented, on a certain night during the month of Cortiegum he carried a sum of 20 Rupees to the Tahsildar, accompanied by Juggannad Poolley, and placed the same on a Chair near where the Tahsildar was seated. In corroboration of this statement, Govinday Dolley deposes that he saw Pooroo Poolley gave on one occasion 50 Rupees, and on another occasion 40 Rupees, into the hands of Poorshottum Chowdry for the purpose of being paid as a bribe to the Tahsildar, and that thereupon they obtained written permission to cut their Crops. The Permeun Gourdanas

Mohunty states that Poorsoolloy informs him that he paid the money into the hands of Poorooshottum Chowdry Diana Poolloy states that he paid the money to the Tahasildar while at Poorshottapoor in the presence of Bhurta Poolloy for permission to cut their Natcheny Crop, during the Current fusly, which is also corroborated by Bhurta Poolloy. Jaggabundoo Poolloy also states, that he was present when Poorsoolloy paid to the Tahasildar a sum of 28 Rupees for leave to cut Paddy Crop.—

The evidence of the above witnesses appears to establish the undue receipt by the Defendant of the several sums of money above particularized.—

No 10 Colatingly Village.

The Defendant is accused of having exacted from the Ryots of this Village a sum of 15 Rupees for leave to Cut their Natcheny Crop, and 20 Rupees for leave to reap their paddy Crop, in fusly 1250, also in fusly 1251, 20 Rupees for leave to cut their Natcheny

Natcheny Crop, and 20 Rupees for leave to reap their paddy Crop amounting altogether to 75 Rupees— In support of this charge Boroojoo Dass the Curnum states that in last fusly the Ryots made a collection of 15 Rupees which was paid into the Tahsildar's hands one day in the Mantle of Kuttaveppum at about two hours after day break while he was in the back yard of his house in the presence of Crustna Pannegrahy and Tongadara Pannegrahy; the same witness further states that in the mantle of Maryapooram, the Ryots made a contribution of 20 Rupees as a bribe for the Tahsildar for leave to cut their Paddy Crop, which sum he paid to the Tahsildar in the presence of the above named two persons. He further states that he heard in the present fusly, a sum of 20 Rupees were subscribed by

by the Ryots of the said Village as a
bribe for obtaining leave to cut their
Natchany crops, which the above person
carried and paid to the Tahsildar,
that after their paddy crops was
ripe; the Ryots having applied in
vain for permission to reap, the
Ryots subscribed a sum of 20 Ru-
pees, and the above named person
paid the same to the Tahsildar
whereupon he granted permit to
cut their crops. The above state-
ment is fully corroborated by
two principal Ryots viz. Varatha
Pareyenkij and Singadara Pareyenkij.

N°11 Pootoor Pundrau

The Defendant is
charged with having exacted a sum
of 22 Rupees from the Ryots
of the Village of Pootoor Pundra
for leave to reap their Natchany
crop, and 30 Rupees for leave to
cut their paddy crop in fusly
1250, further with having in fusly
1251 taken a sum of 2 Rupees
from

from the Amount issued to them
as Tuckavy, also 15 Rupees for leave
to cut their Natchany crops, and
50 Rupees for leave to cut their
paddy crops, amounting altogether
to 117 Rupees. In support of the
above, Nittar Mahanty and Govind
Paddy Principal Ryots of the above
Village, states that in the months
of Carthegunni of last fusly, the
Tahsildar having refused to grant
them leave to cut their Natchany
crops, they borrowed 22 Rupees from
Brandavan Guntajet and
carried the same to the Village
of Conchaar, where the Tahsildar
then was in a Muttum, and paid
the money to him at about a
gram after dusk, whereupon the
Tahsildar immediately granted
them leave to cut their Natchany
crops. They further state that after
the Paddy crops were ripe, they
applied

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applied in vain for leave to reap. That the Ryots determined to give a Writer to the Tahsildar and borrowed a sum of 15 Rupees from one Rayaroud Chaundry, and 15 Rupees from Radha Paddy, amounting together to 30 Rupees, which sum they carried to the Tahsildar while he was at the Pantarum in the Village of Sunnakka, and placed the aforesaid money on the carpet on which he was seated.-

Further Maitumby stated that in the present year the Ryots borrowed a sum of 15 Rupees from Brammanaven Santayeh, and gave the same into the hands of the said Santayeh for the purpose of being paid to the Tahsildar, for leave to reap their Nuthany, Crop.- He also states that the Ryots of his Village borrowed a further sum of 50 Rupees from Surra Coosaun Sooy, and gave the same into the hands of the aforesaid Brammanaven Santayeh

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Santayeh, for the purpose of being paid to the Tahsildar, for leave to cut their paddy Crop.-

Further Nattar Maitumby states, that at the time of issuing of Tuckavy the Tahsildar desired them to give some money to his Brother who was about to return to his Country, for his road expence and that they accordingly gave two Rupees into the hands of Govind Paddy, who in corraboration of the above, states that Brammanaven Santayeh was entrusted by the Ryots with the sum of 15 Rupees on the first occasion to be given to the Tahsildar, brought them as per writ, and that at the second occasion when the Ryots gave 50 Rupees into the hands of the said Santayeh, he accompanied him as far as the Tahsildar's house, and remained at the outer gate, while Brammanaven Santayeh went inside and that on his return he informed him that he had paid the

the said money to the Tahasildar, and that the Tahasildar ifused a permit that very day to cut their crops.-

In corraboration of the above, Broundavan Guntayet states that he paid to the Tahasildar while at Paarshattapour the two sums of money Viz.t 15 Rupees on the first occasion, and 50 Rupees at the second occasion which was entrusted to him by the Ryots. Further he speaks to the fact of the Ryots having borrowed 22 Rupees on one occasion and 50 Rupees at another time, in July 1250, for the purpose of foraying the same as a bribe to the Tahasildar.-

The Curnum Sungaranna Mahanty also states, that the Ryots informed him of the several sums of money which they had expended in the manner above mentioned. The annual receipts of the above items appears to be sufficiently established.

The Defendant is charged with

No 12 Moocunda Paarum Village.

with having in July 1240 a sum of 9 Rupees from the Ryots of this Village by withholding permission to reap their paddy crops, and 11½ Rupees in July 1251 for leave to cut their paddy crops, amounting together to 23½ Rupees. In support of this Bidee Sungoo the Carjee of the Village, states that the Tahasildar spoke to him to give him a bribe for leave to cut their paddy crops, in last July, that he accordingly collected 9 Rupees Viz.t 6 Rupees in ready cash, and 3 Rupees worth of Candachar grain from the Ryots of the Village which he carried to the Tahasildars house at Parshattapour and delivered the same to him in the presence of one Soonderra Gopennah.

He further states that he collected a further sum of 11½ Rupees from the Ryots in the current July and paid the same to the Tahasildar, in the presence of Gopennah

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Sopenad Ravarottie and Boyee-
-pundah Ryots of the Village in his
house at Borshattapoor - Saoncara
Sopenad carrabarates the above -
Boyee Pundah states that he was
an eye witness, when the Corjee -
paid to the Tahasildar a bribe of
11½ Rupees and Boyhee Naiko deposes
that he carried the bandaloo to
the house of the Tahasildar -

The above evidence appears
fully to establish the corrupt
receipts by the Tahasildar of the
aforesaid items -

No 13 Selagoard Village

The Defendant is charged
with having exacted from the -
Ryots of this Village a sum of 18 -
Rupees for leave to reap their Nuttery
crop 20 Rupees for leave to
cut their paddy crop, and also
20 Rupees for leave to plant Sugar
canes in Fusly 1250, further with
having exacted a sum of 20 Rupees
for leave to reap and thresh their
paddy crop in the Fusly 1251 amounting

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to 78 Rupees - In support of
this charge, the Curnum Canaka-
-chetty Sutrasta deposes that he
carried to Borshattapoor on different
occasions the several sums of Money
particularized below Virz. 18 Rupees
in the Month of Carteeque for
leave to reap their Nuttery crop
20 Rupees for leave to reap their
paddy crop in the Month of Poosha
and 20 Rupees for leave to plant
Sugar canes in the month of Pal-
-gooney during last year and paid
the same to the Tahasildar, he
further states that in the present
year he carried a sum of 20 Rupees
to Sanjam and paid the same as
a bribe to the Tahasildar, for leave
to thresh Chetta Dhanns and to reap
the paddy crop. The Corjee Patela
Sautara and Ayaana Sons deposed
that they accompanied the Curnum
and stood outside the gate, while
the Curnum went in with the Money
on the two first and last occasions
mentioned

mentioned by the Curnums Arjoonu
Sawmi also state that he was present
when the item of 20 Rupees for leave
to plant the Sugar Cane was
granted.

The evidence of the foregoing witnesses appears to establish the undue receipt of the above said item.

No 11 Decanee Poonamee Village

The Defendants is charged with having expected from the Ryots of this Village a sum of ten Rupees for leave to plant their Patchary Crop in the Months of Purrawaypuim, and fifteen Rupees for leave to reap their Paudy Crop in the Month of Margaseirum in Fusly 1250, further with having expected a further sum of 16 Rupees for leave to cut their Paudy Crop in the Months of Margaseirum in the Fusly 1251 In support of the above charge, Ramee Naiko Bennoo Naiko and Varadhanoo Naiko the three Principal Ryots of the said Villages deposes that they collected the above sums of money from the Ryots

Ryots and paid into the hands of Deenabundoo Saw, the Carpie, on account of the Tahsildar, and that he therefore upon obtained for them written permits, informing them at the same time that he had paid the amount to the Tahsildar. The above statements are fully corraborated by the evidence of the Carpie Deenabundoo Saw The Curnum Raghoo Mahuntee states that in the present year the Ryots of their Village gave into his hands a sum of 12 Rupees, which he carried to Boorkhattapoor and delivered to the Carpie who adding three Rupees of his own to that sum carried 15 Rupees to the Tahsildar's house, and that after he returned from thence he informed him that he had paid the Money to the Tahsildar.

Although in this case there is only the direct evidence of the Carpie Deenabundoo Saw as to the actual payment of these sums to the Tahsildar, yet the circumstance that

that permission to reap their crops was obtained immediately on the payment to him of the money, and as it appears from the evidence in several other cases, that this Dumbund Sam acted as an agent for the Tahsildar in these corruptt transactions, the evidence appears to be fully sufficient to establish the corruptt receipt by the Tahsildar of the above sums.-

No 75 Bhabumdoo Village

The Defendant is accused of having exacted from the Ryots of this Village, a sum of 20 Rupees for leave to cut their standing crops in Fusly 1250, and 15 Rupees for leave to reap and thrash their standing crops in Fusly 1251- In support of this charge, Sawmiga Sam the principal Ryot, states that Deenabund Sam the Carjee of Sandoor Village accompanied them to pay a visit to the Tahsildar for leave to cut their standing crops in Fusly 1250, he collected a sum of 20 Rupees from the Ryots of the Village

Village, which Sam gave the Carjee of his Village and Deenabund gave the Carjee of Sandoor Village; carried into the Tahsildar's house; while he and the Carjee remained standing outside- That on the same day the Tahsildar granted permission to reap their crops- He further states that, in the months of Margaseerum of the present year, the Ryots carried a sum of 20 Rupees to Poorshattapoor and entrusted the same to Deenabund to give the Carjee of Sandoor for the purpose of being paid to the Tahsildar, for leave to thrash their standing crops and that permission was accordingly granted- that every day Sawmiga Sam a Principal Ryot corroborates the above and states, that Deenabund Sam sent a message to them saying that they had permission to thrash their crops- The Carjee Raghoo Mahum by states, that he was standing in front of the house of the Tahsildar at Poorshattapoor while the Carjee of their Village

Villages as well as Dennabund Sum carried as sums of 20 Rupees to the Tahsildar last year, and also whom the Corps of Condalas carried a further sum of 15 Rupees to the Tahsildar's house during the present year, and that when they returned, they informed him that they had paid the money to the Tahsildar, after which permission was issued. The statements of the foregoing witness are also fully supported and corroborated by the evidence of Nadhan Sowcar one of the Principal Ryots of the aforesaid Village, Dennabund Sum the Corps of Condalas states, during the last year he is aware of the Corps of the Village Babund having carried some Money to the Tahsildar, which he informed him amounted to 20 Rupees. He further states that he also paid to the Tahsildar a further sum of 15 Rupees, which the Cummum of Corps of Babund Village gave into his hands.

The above evidence appears fully to establish the illegal receipts of the amount to the Tahsildar demanded

No. 16 Coledaspooram Village } The Defendant is charged with having exacted from the Ryots of Coledaspoor Village a sum of 22½ Rupees in Cash, one Baramum of Condalas, and 3 Burnams of Gingely Oil seeds for leave to reap their Natcheny Crop in fusly 1250. also 20 Rupees for leave to cut their Natcheny Crop in fusly 1251. In support of the above Damnoo barky states that Poorshottum Choudry persuaded them to give the Tahsildar a present for leave to reap their Natcheny Crop during last year, and that they accordingly borrowed a sum of 22½ Rupees from the said Choudry, who as well as himself, and Moochee Somien proceeded to the Tahsildars house, into which the said Choudry entered, while he and Moochee Somien stood at the door whence they saw the said money given to the Tahsildar, and that permission to reap was issued on the same day. He further states that after the dry Crop was ripe, the Tahsildar desired him to give him a Baramum of

several sums amounting to 35 Rupees

of Cundaolas grain that he and Gooroo Rowtoo had accordingly carried a Burrum of Condaolas grain being five Canady loads, and delivered the same at the house of the Tahsildar, also that he / the witness / conveyed to the Tahsildars house a handy load of Gingely Oil seeds containing of 3 Burrums in conformity with the direction of the Tahsildar. That in the present fusly the Tahsildar having with held permission to reap their Ratcheney Crop, he carried a sum of 20 Rupees and gave the same into the hands of Rama Rowtoo, one of the principal Ryots of the said Village who accompanied by the Duffadar Dianedhy went to the Tahsildar, and returned saying that he had given the said money into the hands of the Duffadar, who he informed him had paid the same to the Tahsildar and that permission was granted that very day. Rama Rowtoo Corroborates the above Statement and States the Duffadar paid the amount to the Tahsildar in his

presence Gooroo Rowtoo in corroboration of the above, states that the amount, was contributed by the Ryots of his Village and sent by Maachee Soweira and Dannoo Baurkee

In regard to the second item, Maachee Soweira states that in the present year a subscription of 20 Rupees was made amongst the Ryots which amount he and Dannoo Baurkee carried to Parahottapoor, and gave into the hands of Peeroosheturn Choudry, who paid the same to the Tahsildar whereupon granted permission. Maadoo predan declares that he himself carried a Cart load of Gingely Seeds, and delivered them at the house of the Tahsildar. The Duffadar Dianedhy on being examined, stated that he knows nothing of the payment of 20 Rupees above alluded to,

Although there appears to be a little doubt that the Duffadar has suppressed the truth in this instance and that the Defendant did actually receive the items above specified, it is

deemed

deemed advisable not to record a conviction on the charge preferred by the Ryots of this Village.

No. 17 Casepaarum Village } The Defendant is charged with having exacted from the Ryots of this Village a sum of 3 Rupees in ready Cash, a pot of Jaghery for leave to reap their gingely Oil Crop and 15 Rupees to cut their Katchery Crop in fusly 1250, also 15 Rupees for leave to cut, and 5 Rupees for leave to thrash their paddy Crop in fusly 1251. amounting together to 35 Rupees, besides the value of the Gingely Oil seeds and Jaghery.

In support of this charge, Boyee Pundah states that in the month of Assweejum of last year, the Carjee Sobene Mandalo sent by Socka Naiko three Rupees worth of gingely Oil seeds, and one Rupee worth of Jaghery to the Tahseldar, for leave to reap their Katchery Crop, for which the Tahseldar never paid, that in the Month of Carteegum he borrowed a sum of 15 Rupees from Streepathy Paddy

Paddy which, he states, he carried to Berhot tapaa accompanied by Sobene Mandalo, and that he (Sobene Mandalo) paid the said amount to the Tahseldar in his presence, and that on the same day permission to reap was granted. He further states that in the month of Margaseram of the present year, he borrowed a sum of 15 Rupees which he and Cossana Mudalo carried and paid to the Tahseldar for leave to reap their paddy Crop, and on the following day leave to reap their Crop was granted. That after a lapse of eight or nine days, he and Cassoonas Mandalo again went to Boroshotta poor, and paid a like sum of 15 Rupees to the Tahseldar, also in the presence of the said Cassoonas Mandalo. In support of this Statement Sobene Mandalo states that he gave to the Tahseldar same Gingely Oil seeds as well as 15 Rupees in ready Cash and a pot of Jaghery, and further that Boy pundah and Cassoon Mandalo in the present year, carried on one occasion 15 Rupees and on another occasion 5 Rupees, for the purpose of

of paying the same to the Tahsildar, and that on their return from Boorhot-tapoor, they brought permission to reap and informed him that they had paid the money to the Tahsildar - Coosaon Mondalo declares that he was present when Boy pundah paid to the Tahsildar a sum of 15 Rupees, on one occasion and 5 Rupees on another occasion for leave to reap and thrash their Paddy crop.-

The foregoing evidence appears to establish the illegal receipt of the aforesaid amount.

No. 18 Bolasara Village } The Defendant is charged with having exacted from the Ryots of this Village, a sum of 12 Rupees for leave to reap their paddy Crop, in the last year, and 13 Rupees for leave to thrash their paddy Crop during the present year, amounting together to 25 Rs

In support of this charge Banara Panegrahy the Carjee, states that in last year he collected a sum of 12 Rupees from the Ryots of the Village, and after expending two Rupees of that sum, he together with Raghoo pundah,

pundah and Dhanoo Panegrahee proceeded to Boarshotpoor, and that he went into the Tahsildars house, and placed the said sum of 12 Rupees upon his Cot while Dhanoo Panegrahee and Raghoo Pundah remained at the door. He further states that in the present year the Ryots subscribed amongst themselves a sum of 12 Rs which they carried to Borshottapoor, and having borrowed one Rupee from Dhanoo Panegrahee, he paid the said 13 Rupees to the Tahsildar, for leave to thrash their paddy Crop, in the presence of the said two persons Raghoo pundah and Dhanoo Panegrahee state that the above sum of 12 Rupees which was paid to the Tahsildar was borrowed from Dianedhy (the Duffadar) and that afterwards the Ryots subscribed the amount in the Village and repaid the Duffadar, with interest and that they sent the money through the Masaal Jafti peon Cumboo Putnaik the Curnum states that the said sum of 12 Rupees was collected

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collected from the Ryots and carried by them and paid to the Tahsildar.—

There appears to be little doubt that the money in question was paid to the Tahsildar, but owing to the above discrepancies in the Evidence, the Collector does not convict the Defendant on this Charge.—

No. 19 Polaba Village.

The Defendant is charged with having exacted from the Ryots of this Village 40 Rupees for leave to cut and thrash their paddy Crop, and 16 Rupees for leave to crush their sugar canes in fusly 1250 and 35 Rupees for leave to thrash their paddy crop in fusly 1251 amounting together to 91 Rs. In support of this charge Modhoopredah the Carjee states, that in last year he gave a sum of 40 Rupees on one occasion and 16 Rupees on another occasion into the hand of Poroashottam Chaudry for the purpose of being paid to the Tahsildar also that in the present year he personally paid a sum of 35 Rupees to the Tahsildar. Ramdeloy states

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states that he is aware of Modhoopredah having carried the above stated sums to Poroashotta- spore for the purpose of being paid to the Tahsildar.

The evidence in this case appearing to be insufficient, the defendant is acquitted on this charge.

No. 20. Hutla Village.

The Tahsildar is charged with having exacted from the Ryots of this Village a sum of 24 Rupees for leave to reap their Nalcheney crop, 20 Rupees for forbearance in the collection of the 3rd Instl. 12 Rupees for leave to cut the Sugarcanes in the last year, also 20 Rupees for leave to cut and a further sum of 12 Rupees for leave to thrash their paddy crop in the present year, amounting together to 88 Rupees. In support of this charge, Hurrebund Pundah states, that in the month of Assvejum of last year Chacrapanymahanty the Curnom of the Village of Bagadah persuaded the Ryots to give a bribe to the Tahsildar, for leave to reap their Nalcheny crop, that they accordingly borrowed a sum of 25 Rupees from Gopaul Pundah, an inhabitant

inhabitant of Angoo Village, and that he
accompanied by Conda Pandee and the Carjee
Narain Pundah, carried 24 Rupees of that
sum to Poorooshottapore, which Narain
Pundah paid to the Tahsildar while in
his house, in the presence of the witnesses
Condapandy and Chacrapanymahunty.
He further states that although the crop
failed last year, the Tahsildar having in
the Month of Maurgasseerum pressed them
very much for payment in full of their kist,
on which occasion Chacrapanymahunty advised
them to give a bribe to the Tahsildar of 20
Rupees, and that accordingly he the Carjee and
Conda Pandee collected that sum from
the Ryots of the Village, which they
carried to Poorooshottapore, and paid into
the hands of Chacrapanymahunty for the Tahsildar.
That Chacrapanymahunty carried the money with
the Tahsildar, and on returning informed them, that
he had paid the money to the Tahsildar, and on the
same day, that the Peons who were sent
to sequester their produce were recalled.

He

He further states that after a lapse of some
days he (the witness) together with Narrain
Pandy and Saurlysmahunty proceeded to
Poorooshottapore and paid to the Tahsildar
a further bribe of 12 Rupees for leave to cut
their Sugarcanes. He further states that
in the present year the Tahsildar having
withheld issuing permission to reap their paddy
crop he (the witness) together with Condoo Pandy
and Narrain Pandy carried a further sum
of 20 Rupees to Manzoorcottah where the
Tahsildar was at that time, and that
while the Tahsildar was sitting in a house
he (the witness) leaving the two persons who
accompanied him at the gate, went into
the house, and by the desire of the Tah-
sildar placed the said money upon his
carpet, and obtained leave to cut their
paddy crop. In the months of Poosheasa
the witness further adds, that the Ryots
of the village contributed a further sum
of 12 Rupees which he Sartysmahunty,
and Condoo Pandy carried to the house of the
Tahsildar, and placed the same on the

Carpet

Carpet on which the Sahsildar was then sitting, while the other two persons who accompanied the witness were standing in front of the house.

Narrain Pundah states that in last year they paid a sum of 24 Rupees to the Sahsildar for leave to cut the dry crop, further that a sum of 20 Rupees was entrusted to Chacrapanymahunty for the purpose of being paid to the Sahsildar as a bribe to suspend the collection of the 3rd Risk, and that Chacrapaunymahunty informed them that he had paid the same to the Sahsildar. Conda Pandy corroborates the above statement. Narrain Pandy states that he was an eye witness to the payment of the above two sums to the Sahsildar. The evidence of Saurtymahunty is corroborative of the above.

The evidence appears to establish the corrupt receipt by the Defendant of the above sums.

No. 21 Sekhary Village.

The Defendant is charged with

having taken from the Ryots of this Village a sum of 20 Rupees issued to them as Tuckavy. 100 Rupees for leave to reap their paddy crop, 7½ Rupees for leave to crush their Sugar cane in Fusly 1250, and 70 Rupees at two different times for leave to reap their paddy crop, and 8½ Rupees from the Carjee in Fusly 1251 amounting together to 205½ Rupees. In support of the above, Sunnasy Pandy declares that in the month of Aushadum of the last year he personally paid to the Sahsildar a sum of 20 Rupees, at the time of his issuing the Tuckavy, which is corroborated by Casava Pandy, who states that he was present on the occasion. Broondavon Pandy states that he was informed by Casava Pandy, that this bribe was paid to the Sahsildar, Sunnasy Bohoolo states that he paid 100 Rupees to the Sahsildar, in his house at Pooroshottapore for leave to cut the paddy crop. Broondavon Pandy and Chytunnea Naick state that Sunneasy Bahoolah carried the said amount to the house of the Sahsildar and that he went

inside

inside and on returning informed them that he had paid the said money to the Sahsildar. Gopee Pandy states that he saw the said persons carrying money to the Sahsildars house and that they informed him that they were carrying the money for the purpose of paying to the Sahsildar. Voordla Pundah states that he paid a sum of 7½ Rupees into the hands of the Duffadar Dianedy for the purpose of being delivered to the Sahsildar, for leave to crush his sugar cane. Dianedy (the Duffadar) states that it is a fact that he received and paid the said amount to the Sahsildar, but he declares at the same time, that the Sahsildar had advanced a sum of 7½ Rupees to the Ryots of this village for Jaghery, and that they having failed to deliver the same within the time limited, he was directed by the Sahsildar to recover the amount from them, which he accordingly did. Gopee Pandy states that he paid a sum of 30 Rupees to the Sahsildar, in his house at Pooroshottapore, for leave to cut their paddy crop in the present year. In corroboration of which Voordhava Punda, states that he went to the house of the

Sahsildar together with Gopee Pandy, and sat on the piat, when Gopee Pandy went inside and that on his return, he said that he paid the money to the Sahsildar.

Summah Pandy states that he carried 40 Rupees and paid to the Sahsildar while in his house. In corroboration of this, Surrenand Pundah states that he had accompanied Summanad Pandy as far as the house of the Sasildar, and that he (the witness) Murrenap Pundah remained in the room to the front, while Summanand Pandy went inside and on his return he informed him that he paid the money to the Sahsildar and that permission was granted on the following day.

Chytunneah Naike the Carjee states, that he and his father Byagavan Naike paid 8 Rupees to the Duffadar, who said that he had paid the money to the Sahsildar and brought and gave him permission on the following day.

From

From the foregoing evidence the undue receipt of the above several sums of money by the Tahsildar appears to be established.

No. 22. Chundoly Village ---

The Defendant is charged with having exacted from the Ryots of this Village a sum of 12 Rupees for indulgence in respect to the payment of the Circars Revenue in — fusly 1250. In support of which Ranjeeva Sow states, that in the month of Poosheam of last year he gave a sum of 12 Rupees into the hands of Poorshottom Chowdry who paid the same to the Tahsildar, in his presence. This statement is corroborated by the evidence of Bauma Paudry, who states that he was present when the said money was paid to the Tahsildar — as stated above. From this evidence the said sum of 12 Rupees is proved to be paid to the Tahsildar.

No. 23. Anterjaum Village ---

The Defendant is charged with having exacted from the Ryots of this Village a sum of 16 Rupees for leave to reap their dry crop, 22 Rupees for leave to cut the paddy crop, and 2½ Rupees worth of Pesalee grain

grain in fusly 1250 and 12 Rupees for leave — to reap the Natcheney crop 15 Rupees for — leave to thrash the same crop 15 Rupees for leave to cut the paddy crop, and 2 Rupees from the amount issued as Tackavy for that Village, amounting together to — Rupees 85 in ready Cash, besides 2 Rupees worth of grain. In support of this — Charge Gungah Bahara states that in the months of Aussujeem of the last year he gave a sum of 16 Rupees into the hands of Poorushottum Chowdry in the presence of Bauma Poredah, to be given as a bribe to the Tahsildar for leave to reap their dry crop, and that he (the Poorushottum Chowdry) paid the same to the Tahsildar in the — presence of the said Gungah Baharah. In corroboration of which Bauma Poredah states, that Poorushottum Chowdry and — Gungah Baharah carried the said sum of 16 Rupees to the backyard of the house of the Tahsildar, for the purpose of giving the same to him as a bribe, and that when they returned from thence, they informed him they paid the said sum of money to —

the

the Tahsildar, and that permission to reap their dry crop was granted on the following day. Broondarout and Gungah Bahara state that either in the month of Maurgasee-reno or Pooshaum of last year they borrowed a sum of 22 Rupees to pay as a bribe to the Tahsildar, for leave to reap their paddy crop, and that they together with Pooroshottom Chowdry repaired to the house of the Tahsildar, and that he (the witness) saw Gunga Bahara pay the said sum of money to the Tahsildar. Bauma Poredah and Broondavon rowloo declare that in the Month of Aurvejeny of the present year they borrowed a sum of 12 Rupees for the purpose of bribing the Tahsildar for leave to reap their dry crop and that Bauma Poredah gave the same into the hands of Jagganaud Chowdry who paid the money to the Tahsildar in their presence. Gunga Bahara states that he borrowed a sum of 15 Rupees in the Village of Pundeah, and carried and paid the same to the Tahsildar, while he was in the Mutton of the Village of Nundega, for leave to thrash his

his Nalcheney crop. In corroboration of the above statement, Bauma Poreda states, that he saw Gunga Bahara carry 15 Rupees to the Tahsildar's house, and that Gunga Bahara informed him that he paid the said sum of money to the Tahsildar. Gunga Bahara further declares that he carried a sum of 20 Rupees to Seetaramepore where the Tahsildar was at that time and paid the same to him as a bribe for leave to thrash their paddy crop, which statement is corroborated by the evidence of Bauma Poreda and Annanda Dass, who state that they saw the said sum of money paid to the Tahsildar by the aforesaid witness. Gunga Bahara further declares that he gave a further sum of two Rupees into the hands of Jugganand Chowdry out of the amount issued as Tuckavy for the present year, for the purpose of being paid to the Tahsildar as a bribe.

From the foregoing evidence the revenue receipt by the Tahsildar of the

the several sums of money specified above appears to be established.

No. 24. Ankoordah Village } The Defendant is charged with having exacted from the Ryots of this Village a sum of 25 Rupees for leave to reap their dry crop, 12 Pots containing Jaghery to the value of Sixteen Rupees and two Annas, and a Burroon of Condooloo grain to the value of five rupees for leave to cut the Sugar canes in fusly 1250, and a sum of 50 Rupees for leave to reap and thrash their Ratcheney and dry crop, in fusly 1251, altogether amounting to Rupees 75 in ready cash besides the said articles.- In support of this charge, Lutchmon Sow declares that he borrowed a sum of 25 Rupees for the purpose of paying to the Sahsildar as a bribe for leave to reap his dry crop, in the month of Aussejum of the last year and paid the same to the Tahsildar at Conchoor where he then was.- In corroboration of the above Boodhee Rowtoo states, that he accompanied Lutchmon Sow, as far as the Tahsildar's house, and that

that while he (the witness) was standing at the gate- Lutchmon Sow carried on the money and that he was informed by him that he had paid the money to the Tahsildar- Boodhee rowtoo, Lutchmon Sow and Byrag Setty declare that Pooroshottom Chowdry informed them that the Tahsildar required some Jaghery and Condooloo grain, that after consulting with the other Ryots of their village, they delivered 12 pots containing Jaghery, and a Burroon of Condooloo grain into the charge of Jugganaud Chowdry a Brother of Pooroshottum Chowdry for the Tahsildar, and that they never received the price thereof, Diawedy Sauntara and Boodyrowtoo state that they borrowed a sum of 50 Rupees from Dafsary aichanah of Pichetimmah and carried and delivered the same to Jugganaud Chowdry while at Pooroshottapore in the month of Maurgaseerum of the present year, who, they state paid the said sum of money to the Tahsildar in their presence-

There

There is no sufficient proof as to Jagganaud Chowdry delivering to the Tahsildar the Jaghery and Cundaloo in this case, but the undue receipt of the other items amounting to 75 Rupees in ready Cash appears to be established.

No. 25. Pratapore Village } The Defendant is accused of having exacted from the Ryots of this Village a sum of 15 Rupees for leave to reap their Natcheney crop in the present fusly. In support of which Nursing Pandy (the Carjee) declares that he paid to the Tahsildar a sum of 15 Rupees while at Poorooshottapore, as a bribe for leave to reap the paddy crop in the present year. In corroboration of this, Govind Putnaik, Baulumba Chaur, Toonmanaud Bijsoy Seeara Pindah, and Ragooraudah char Ryots of the Village declare that they were present when the said sum of money was paid to the Tahseldar.

The evidence is sufficient to establish

establish the undue receipt by the Defendant of the above sum of 15 Rupees.

No. 26. Gonla Village } The Defendant is accused of having exacted from the Ryots of this Village a sum of 20 Rupees through the medium of the Carjee of that village for leave to thrash their paddy crop. Sutchinnon Saubolo and Bydoo declare that the Ryots of their village subscribed a sum of 21 Rupees, out of which, after taking a Rupee for their own purpose, they delivered the remaining 20 Rupees into the hands of the Carnom Deenabund Sow for the purpose of being paid as a bribe to the Tahsildar and that he (the Carjee) carried the money which is corroborated by the evidence of the Carjee Deenabund Sow who deposes that he paid the said sum of money to the Tahsildar.

In this case there is only the direct evidence of the Carjee Deenabund Sow of the payment of the said sum of money to the Tahsildar, corroborated however by the statement of the other

Ryots

Ryots that the money was subscribed in the village and entrusted to him for the purpose of being paid to the Tahsildar - But from the tenor of the evidence in other cases it appearing that Deenabund now acted as a confidential agent of the Tahsildar in these corrupt transac-tions there appears to be no reason to doubt that he paid the said 20 Rupees to the Tahsildar -

No 27 Bhatcoomarda Village - } The Defendant is charged with having exacted from the Ryots of this village a sum of 45 Rupees for leave to reap their dry crop, and 30 Rupees for leave to reap their Paddy crop, in fasly 1250, and 40 Rupees for leave to cut their Paddy crop in fasly 1251 amounting together to 115 Rupees - In support of this the Carjee Boyegada states that the Ryots consulted together and determined to give a bribe of 45 Rupees to the Tahsildar for leave to reap the Natcheney and that they accordingly gave a sum of 25 Rupees into the

the hands of Chacrapanymahunty who carried the same to the Tahsildar's house, and on his return informed them that he had paid the said sum of money to the Tahsildar and that permission to reap their crop was granted on the following day - In corroboration of this Statement Chacrapany-mahunty deposes that he paid the said sum of money to the Tahsildar - The Carjee Boyegodo further declares that he accompanied by Neelandy mahunty, carried a sum of 20 Rupees subscribed by the Payacary Ryots and paid the same to the Tahsildar - Chacrapanymahunty declares that by his persuasion the Carjee Boyegodo collected a sum of 30 Rupees from the Ryots of the village and entrusted him (the witnesses) with that amount to be paid to the Tahsildar as a bribe for leave to cut and thrash their paddy crop, and that he (the witness) accordingly paid the said amount to the Tahsildar in the pre-sence of the said Carjee - The Carjee Boyegodo further deposes that in the present fasly he was persuaded by Chacrapanymahunty to pay a bribe of 60 Rs. to the Tahsil-dar for permission to reap and thrash their paddy crop that accordingly they took 60 Rs. from the Collections of the village and entrusted Chacrapany-mahunty with that amount for the Tahsildar that he carried the amount to the Tahsildar, and on his return informed him that the Tahsildar took only 40 Rupees on account of the substantial Ryots and returned the 20 Rupees on account of the insolvent Ryots and that he brought a written permit to reap and thrash the produce of the substantial Ryots - This statement is corroborated by the evidence of Chacrapany-mahunty - Goora Pauler a principal Ryot declares that he was present when Chacrapanny-mahunty paid the said sum of 40 Rs. to the Tahsildar -

There

There is a variation as to the amount of one of the items paid one states 30 the other 40 Rupees, but notwithstanding this discrepancy there seems to be no reason to doubt the truth of the statement of the witnesses that certain sums were paid to the Defendant.

No. 28 Paulem Village.

The defendant is charged with having exacted from the Ryots of the said village a sum of 10½ Rupees for leave to reap their Natcheney crop, 40 Rupees for leave to reap their Paddy crop and 10½ Rupees for leave to cut their Sugar Canes in fusly 1250 amounting together to 61 Rupees. In support of the above, the Carjee Casava Bannurty and the principal Ryots Sama Naik and Dundo Naik depose that Chacrapanny Putnaik persuaded them to give some bribe to the Tahsildar for leave to reap their dry crop, that accordingly the Ryots subscribed a sum of 10½ Rupees and gave the amount into the hands of Chacrapanny Putnaik for the Tahsildar. They further depose that the Ryots subscribed a further sum of 40 Rupees and again paid the same into the hands of the said Chacrapanny Putnaik for the Tahsildar for leave to reap their Paddy crop in the month of Poorhaum and that two days afterwards he (the Chacrapanny Putnaik) brought the permission to reap and thrash their paddy crop. That in the month of Vyzaugum of this year, they gave a further sum of 10½ Rupees into the hand of Chacrapanny Putnaik for the Tahsildar for leave to cut their Sugarcanes. Chacrapanny Putnaik deposes that the Ryots of this village on two different occasions gave into his hands sums amounting to 40 Rupees which he paid to the Tahsildar.

There is a variation as to the amount given to the Tahsildar between the statements of the Ryots and Chacrapanny Putnaik, but of the undue receipt of money by the Tahsildar from the Ryots of this village through the medium of Chacrapanny Putnaik, I conceive there can remain no doubt. Chacrapanny Putnaik having been frequently engaged as the agent of the Tahsildar in these corrupt transactions, may have forgotten the exact amount, or it is not improbable that he may have appropriated a part to himself. The smaller sum will be considered as proved against the Tahsildar.

The

No. 29 Coosumpoo Village

The Defendant is charged with having exacted from the Ryots of this Village a sum of 20 Rupees, for leave to reap their dry Crop, and 50 Rupees for leave to reap their Paddy Crop, and 15 Rupees for leave to cut their Sugar Canes amounting together 685 Rupees.

Chuckrapany Mahuntee states that he advised the Ryots of this Village to give a bribe of 20 Rupees to the Tahsildar for leave to reap their dry Crop. That they accordingly Contributed 20 Rupees and paid the same into his hands and that he paid over the same to the Tahsildar. This Statement is corroborated by the evidence of the Corjee Kistnapatro and Chocady Naiko and Goorooparoo Vasuntiah principal Ryots. Jagahund potajoshee. Goorooparoo Vasuntiah, Chocady Naiko and the Corjee Kistnapatro, further depose that the Ryots subscribed a sum of 50 Rupees as a bribe to the Tahsildar for leave to reap their Paddy Crop and gave the same into the hands of Chuckrapany Mahuntee while

ab

at the gate of the house of the Tahsildar, that they saw the said Chuckrapany Mahuntee pay the money to the Tahsildar, which is corroborated by Chuckrapany Mahuntee. The above named witnesses further depose that they gave into the hands of Chuckrapany Mahuntee a further sum of 15 Rupees, for the Tahsildar to obtain leave to cut their Sugar Canes, and that Chuckrapany Mahuntee paid the said amount to the Tahsildar, which is fully corroborated by Chuckrapany Mahuntee.

The illegal receipt of the above items by the Tahsildar appears to be fully proved.

A. 31 Belagam Village } The Defendant is charged with having exacted from the Ryots of this Village a sum of 40 Rupees for leave to thrash their Paddy Crop, 4 Rupees worth of black gram, 3½ Rupees worth of Horse Gram and red gram in Fusly 1250, also 20 Rupees for leave to reap their dry Crop, 50 Rupees for leave to reap their Paddy Crop, and crush their

their Sugar Canes, and 3 Rupees worth of black gram, in Fusly 1251, amounting to Rupees 110, exclusive of the several quantities of gram. In support of this charge Juggoosanoo and Chockoody Sautarow depose that they spoke with the Tahsildar about giving him a bribe of 40 Rupees for leave to thrash their Paddy Crop in Fusly 1250, and accordingly gave him the above sum, while he was in his house at Poorshottapoor. The Corjee Chockoody Sautarow and Juggoosanoo declare, that at his request in the Month of Margasera of the last year they sent to the Tahsildar 4 Rupees worth of Menoomoloo Gram. That in the Month of Chytra they gave 3½ Rupees to Poorshottum Chowdry for the Tahsildar for leave to reap the Horse Gram and red gram. In corroboration of the above Statement, Coosoonoo Savoo deposes that Juggoosanoo collected the above three sums of money from the Ryots, and

and carried them to the Tahsildar Jeggoo Sanoo declares that he collected 20 Rupees in the Village for permission to thrash their Natchany Crop in Fusly 1251, and paid the same to the Tahsildar. The Carjee Chockedy Sanoo says he was present when the Money was given to the Tahsildar, he also further declares that in the Month of Pooshya he gave the Tahsildar 30 Rupees for leave to reap their Paddy Crop and crush the Sugar Canes. Jeggoo Sanoo and Coosoon Mohunty being present Jeggoosanoo and Curnum Coosoon Mohunty state that 7 or 8 days afterwards Jeggoosanoo gave the Tahsildar 20 Rupees in the presence of Chockoody Sautarow, for leave to reap their Paddy Crop 8th. Juggoo Sanoo and Chockedy Sautarow declare that they sent ten nocuties of menoomooloo, worth of 2 Rupees to the Tahsildar, they having been advised by Demakundesom to do so—

P. S. Gangam Village—

The Defendant is charged with

with having exacted from the Ryots of this Village 40 Rupees for leave to thrash their Paddy Crop in Fusly 1250, and 40 Rupees for leave to reap their Paddy Crop in Fusly 1251, amounting to 80 Rupees.

Chytama Sanoo, Nelaye poolloye, and Broonda Chendoo depose that Curny Appiah, the Jaft peon persuaded them to give the Tahsildar a bribe for leave to thrash their Paddy Crop in Fusly 1250, and for forbearance in the Collection of the Kists That they accordingly carried 40 Rupees in the Month of Margasira, accompanied by the said Peon Appiah, which Nelaye poollaye placed on the Carpet on which the Tahsildar was seated, which is corroborated by the Peon Appiah, Broonda Chendoo, Chytanea Sanoo and Hanoopatro further declare that he (Hanoopatro) tied 40 Rupees in a bundle, and gave to deliver it to the Peon as a bribe to the Tahsildar,

for

for leave to reap their Paddy Crop, in Fasly 1251, who paid the same to the Tahsildar, while at the house of the Sea Customs Goomastah at Ganjam, and that on the next day a Chit to reap their Crop was granted.

The undue receipt by the Tahsildar of the above sums appears to be established.

No. 32 Bader Amboogam Village ..... } The Defendant is charged with having exacted from the Ryots of this Village a sum of 24 Rupees for leave to reap their dry Crop, 70 Rupees to cut and 25 Rupees to thrash their Paddy crop in Fasly 1250, 20 Rupees to reap their dry Crop in Fasly 1251, amounting together to 139 Rupees.

Nursing Sanoo and Boojo Sanoo declare, that Poorshottum Chowdry persuaded them to give a bribe of 24 Rupees to the Tahsildar for leave to reap their Natchenny Crop in Fasly 1250, and that they accordingly collected

collected the above amount from the Ryots, which Nursing Sow accompanied by Boojoo Sow carried and paid to the Tahsildar, and that an order to reap their Crop was granted on the following day. They further depose that the whole of the Ryots subscribed 70 Rupees as a bribe to the Tahsildar for leave to cut their Paddy Crop, which Nursing Sow accompanied by Boojoo Sow carried to his house, and while Boojoo Sow remained in the Verandah, Nursing Sow went inside and paid the Money to the Tahsildar, and that permission to reap was granted on the very same day. Nursing Sow further deposes that another sum of 25 Rupees was collected which he delivered to Boojoo Sow who carried and paid the same to the Tahsildar and that on the same day a Chit to thrash their Crop was obtained. Nursing Sow and Boojoo Sow further declare, that they carried and paid

paid a further sum of 20 Rupees to the Tahsildar for leave to cut their — Kalehny Crop in Fusly 1251. In corroboration of the above, Moreonda barky declares that he contributed towards the payment of the above said sums —

The under receipt of the above items I consider to be established by the evidence —

No 30. Doroobunda Village — } The Defendant is charged with having exacted from the Ryots of this Village a sum of 40 Rupees for leave to reap and thrash their dry — Crop. 10 Rupees for leave to cut their Paddy Crop. one Burnum of Gingely Oil seeds. 3/4 Burnum of black gram in Fusly 1250, also 18 Rupees from the amount issued as Tackavy. 10 Rupees worth of Gingely oil seeds, and eight Rupees worth of black gram, amounting together to 128 Rupees, besides the Gram. In support of this, Govind Sow — declares

declares that together with Gunjo Sow he carried to the Tahsildars house at Poorshotaspoor on one occasion 10 Rupees for — leave to cut their dry Crop. Subsequently — on another occasion 10 Rupees for leave to cut their Paddy Crop, and on a third occasion 18 Rupees from the amount issued as Tackavy, and paid the same to the Tahsildar Gonga Sow, Bhogoyee Sow and Bhojee Sow corroborate the above Statement, and further state that in last Fusly after the dry Crop — was ripe, they sent to the Tahsildar — according to his request one Burnum of Gingely Oil seeds, and thirteen nowlies of Menomooloo gram which he has never paid for —

No 34 Canjam Village — } The Defendant is accused of having exacted from the Ryots — of this Village a sum of 60 Rupees for leave to thrash their Paddy — Crop.

Crop in Fusly 1250. In support of which Bhoojispedan and Bonamaliginna declare that Poorshottum Chowdry persuaded the Ryots to give the Tahsildar a bribe of 60 Rupees for leave to thrash their Paddy Krop, offering at the same time to lend them the amount, if they required. The Ryots agreed to this and executed a Bond in his favor, for a sum of 60 Rupees. Poorshottum Chowdry together with Bhoojapredan and Bonamaliginna proceeded to the Tahsildars house, and that Poorshottum Chowdry went inside and on returning informed them that he had paid the Money to the Tahsildar, brought and gave them a Chit to thrash their Crop, which is also corroborated by the Statement of Juggunath Mahunty.

The evidence appears to establish the undue receipt by the Defendant

Defendant of the said amount of 60 Rupees.

No. 35 Togaram Village.

The Defendant is charged with having exacted from the Ryots of this Village a sum of 60 Rupees for indulgence on payment of the 2nd kist and 60 Rupees for leave to thrash their Paddy Crop in Fusly 1250 amounting to 120 Rupees. In support of this Charge, Boledolayee states that he paid a sum of 60 Rupees in the Month of Cortiga, to the Tahsildar for indulgence in the Collection of the 2nd kist and a further sum of 60 Rupees in the Month of Margasera, for leave to thrash their paddy Crop during the last year, which Statement is Corroborated by the evidence of Bhogamanna Pamgree Doorlaba Savoo and Dunama Saboolo.

The payment of the above sums to the Tahsildar appear to be Established by the evidence.

No. 36 Goodaravelly Village.

The Defendant is charged with having Exacted from the Ryots of the said Village a sum of 15 Rupees for leave to

to reap their Natchery Crop 19. Rupees for leave to cut their paddy Crop and 12. Rupees to Crush their Sugar Canes in Jusly 1250 and 1 Rupee worth of Anoomoodoo gram amounting together to 46 Rupees besides the Gram. In support of this charge Padala Banlabadroodoo and Padala Gopaulodoo state that in last year they carried and paid as a bribe to the Tahsildar a sum of 15. Rupees for leave to reap their dry Crop and 12 Rupees for leave to Crush their Sugar Canes. Gopaldoo carring the Money inside to the Tahsildar while Balabadroodoo remained at the door. they further speak to the payment of a further sum of 12 Rupees to the Tahsildar for leave to reap their Natching Crop on which occasion another Ryot named Rahada Sow was also present which Statement is Corroborated by the evidence of Rahadasem.

The evidence appears to Establish the undue receipt of the above items.

3 Poroshotapooram Village. } The Defendant is charged with having exacted from the Ryots of this

this Village a sum of 100 Rupees for leave to thrash their dry Crop and for leave to reap their paddy Crop in Jusly 1250 and 20 Rupees for leave to cut their paddy Crop in Jusly 1251. In support of the above Lochana Naicko Koochana Mahankoodoo state that they collected a sum of 100 Rupees by the Ryots in the Month of Margasera of the last year for the purpose of paying the same as a bribe to the Tahsildar for leave to thrash their dry Crop and for leave to cut their early paddy Crop, which amount was given into the hands of Boddapaty Ramachendroodoo a just Peon, who together with the Witnesses repaired to the Tahsildar's house, that the Peon Boddapaty Ramachendroodoo went inside and on returning informed them that he had paid the said amount to the Tahsildar and two or three days afterwards a chit to reap and thrash their Crops was obtained, Ramachendroodoo (the Peon) and Same Chowdry fully corroborate the above Statement.

In regard to the second item Lochana Naicko and Soma chowdry depose that the Ryots borrowed a sum of

20 Rupees from Balabadra Nipparo for the purpose of paying the same as a bribe to the Tahsildar, for leave to thrash their paddy Crop in Fusly 1251 which sum was given into the hands of Balabadraputnaick who accompanied by Goopee Mahanta and Voochana Mahunkoodoo went to the Tahsildar's house when Balabadraputnaick carried in the money inside, and on returning informed them that he paid the said amount to the Tahsildar and that permission was granted on the very same day. This Statement is fully Corroborated by Balabadraputnaick.

The undue receipt of the above items by the Defendant appears to be fully Established by the Evidence.

No. 38. Kundeca Village. } The Defendant is charged with having exacted from the Ryots of this Village a sum of 100 Rupees in Fusly 1250 for leave to cut their paddy Crop, and to have taken 50 Rupees out of the amount given as Sackavy in Fusly 1251 amounting together to 150 Rs. In support of this charge Biraj Sow Sales

that in the Month of Morgasera of last year they gave into the hands of Pooroshottum Chowdry a sum of 100 Rupees for the purpose of being paid to the Tahsildar as a bribe for leave to reap their paddy Crop, who carried the same to Couchoor, where the Tahsildar had put up in a Mutturn and paid to the Tahsildar in the presence of himself and of Poora Mahuntee which is corroborated by the latter person and Gopee Mahuntee.

With respect to the second item Gopee Mahuntee Pooroomahuntee and Dunabund Sow the Coorjee of Goondla Village depose that in the present Fusly a bribe of 50 Rupees was given to the Tahsildar out of the Sackavy issued to the said Village to obtain permission to reap their dry Crop, that the Money was paid by Gopee Mahuntee in the presence of the two former named persons which is also corroborated by the evidence of Cheerabholoo and

Byraghee

Byraghee Sow two other Ryots of the Village -

The evidence appears fully to Establish the undue receipt by the Tahsildar of the above items -

No. 39 Macarajola Village } The Defendant is charged with having exacted from the Ryots of the said Village a sum of 45 Rupees, for leave to cut their dry Crop, 75 Rupees for leave to reap their paddy Crop in fusly 1250, taken 36 Rupees out of the amount issued as Tackavy in fusly 1251 amounting to Rupees 151 - In support of the above, Sarada Mahuntee deposes that Coorooshottum Chowdry advised them to pay a bribe to the Tahsildar for permission to cut and thrash their dry crop, that they accordingly borrowed a sum of 45 Rupees from the same Chowdry and dispatched him to Conchoor, where the Tahsildar had put up - in

in a Mutham, and that he then paid the Money to the Tahsildar in his presence -

In Corroboration of the above, Dasary Jaggapah, Googadoo Saradee Pursaram Mahuntee and Narain Mahuntee declare that the Money was sent to the Tahsildar by Poorshotham Chowdry and Saradee Mahuntee, who informed them that the said Sum of money was paid to the Tahsildar, Vaidy Krishnamah the Cayee deposes that in the Month of Morgasera of the last year he carried a sum of 70 Rupees to the Mutham in the Village of Sarwah, where the Tahsildar had put up, and on paid the same to him while sitting in his Palanquin - Dasary Jaggapah, Googallee Saradhee Parsaram mahuntee, Saradee Mahuntee Corroborate the above Statement, which is also supported by the evidence of Narrain Maharanah Parsoo mahuntee and Naidoo Kristamah further depose that the Cayee carried a sum of 36 Rupees taken out of the Amount issued as Tuckavy and paid the same to the Tahsildar in their presence -

The Evidence fully proves that the Tahsildar Corruptly received the above items -

No. 40 Balakrishnapooa Village } The Defendant is charged with the exacting from the Ryots of this Village having a

a Sum of 50 Rupees for leave to reap their natcheny crop, in fusly 1250, and 24 Rupees for leave to cut their paddy crop in fusly 1251, amounting together to 74 Rupees- In support of the above, Seara Romtoo declares that Poorshottum Chowdry persuaded them to give a bribe to the Tahsildar for leave to reap their paddy Crop, that he and Bund Romtoo borrowed a Sum of 50 Rupees, which they carried to Nunde Ra, where the Tahsildar was at that time, and gave the same into the hands of Poorshottum Chowdry, who paid the Money to the Tahsildar in their presence, and that on the third or fourth day afterwards, permission was granted to reap their paddy Crop. Bund Romtoo corroborates the above and further declares that in the Month of Poosha of last year, they co borrowed a Sum of 25 Rupees from Locka Romtoo, which he and Seara Romtoo carried to Poorshottapoor, and that the latter gave the amount to the Tahsildar as a bribe for leave to reap their paddy Crop, which is co corroborated by Seara Romtoo.

Jugganaud Mahanty (the Curnum) declares

declares that the Ryots informed him that they paid the above Sums of Money to the Tahsildar.

The evidence appears to be sufficient to Establish the fact of the undue receipt by the Defendant of the above items.-

No. 41 Khundrah Village - - - -

The Defendant is charged with having exacted from the Ryots of this Village a Sum of 60 Rupees for leave to reap their Paddy Crop, 5 Rupees worth of Cundoolee Gram, 5 Rupees worth of Horse Gram, Seven Rupees and Seven annas worth of Jaghery in fusly 1250, and 20 Rupees for leave to reap their dry Crop, 4 Rupees worth of Gingely Oil Seeds, and 50 Rupees for leave to cut their paddy Crop, amounting together to 135 Rupees in ready Cash, besides the Articles- In Support of the above, Bicka Panegrahee and Jugganadgoondoo state that in fusly 1250, Poorshottum Chowdry advised them to give a bribe to the Tahsildar for leave to cut their paddy Crop, that they accordingly borrowed from the said Chowdry, a Sum of 60 Rupees, under contract to deliver to him paddy to that amount, and gave the same into the hands of the same Chowdry, who paid the amount to the Tahsildar

in

in their presence, and that permission to reap their paddy Crop, was granted on the following day. In Corroboration of which, Juggasom /the Corjee/ declares that the above two Witnesses carried to the Tahsildars house the said Sum of Money, for the purpose of paying the same to him, and that on their return, they informed him that they paid the said Sum of money to the Tahsildar to obtain permission to reap their Paddy crop, co= Bickapangraky, Juggunaud Gowdoo and Juggoo Son /the Corjee/ state that they delivered to Jugga= =nad Chowdry for the purpose of being given to the Tahsildar, a Burnum of Condoolos Gram worth of 5 Rupees, a Burnum of Horse Gram of the same value, and 6 Ports of Sayhery cn worth of Seven Rupees and Seven Annas in the last year. The Curnum and Carjee declares cn that they carried a Sum of 20 Rupees to Poroshotta= =poor, accompanied by Mongolo Mahunty and that Bickapangraky and Juggunad Gomdoo went to the Tahsildar's house, and the former paid the said Amount to the Tahsildar in the presence of the latter. Bickapanegraky and Juggoo Son further

further depose, that he gave four Rupees worth of Gingely Oil Seeds to the Tahsildar, who granted him permission to cut their Mateheny Crop; Bickapanegraky further state, that he paid a further Sum of 50 Rupees to the Tahsildar while in his house for leave to reap their paddy Crop, in the presence of the Duffadar Dianedy and Juggunad Gowdoo, who also fully Corroborate the above Statement.-

The undue receipt by the Tahsildar of the above items appears to be fully proved by the evidence.-

No. 42 Sasana Ambooguam Village } The Defendant is charged with having exacted from the Ryots of this Village a Sum of 50 Rupees for leave to cut and thrash their dry and paddy crop in fasly 1250. In support of which Bauhunky Naika states, that in the Month of Cheswagum of last year the co= Ryots borrowed a Sum of 20 Rupees from Seeara Mahanty, which he /the witness/ together with co= Ramba harah and Jagabund Paudy carried to Poroosho= =thapore and that while the latter two remained outside,

outside, he (the witness) went into the house of the Tahsildar and paid the money to him as a bribe for leave to thrash their paddy and natchery crops He further state, that they borrowed another Sum of 30 Rupees in the Month of Maurgaseerah from Seeara Mahanty, which he and the above two witnesses carried to Pooroshot=
=tapoor, and that Jagabund Paudy went into the Tahsildar's house and paid the Money to the Tahsildar while they remained outside. The state=
=ment of this witness is corroborated by the evidence of the said Jagabund Paudy Rambahara, and Nursinga Pade; and the undue receipt by the Tahsildar of the above items appears to be fully proved.-

No 43 Condho=
=Koredah Village

The Defendant is charged with having exacted from the Ryots of this Village a Sum of 25 Rupees for leave to thrash their dry crop, 30 Rupees for leave to thrash their paddy crop and 40 Rupees for leave to crush their Sugar Canes, a Burnum of Gingely Oil Seeds, and also a Burnum of Condoloo Gram in fusly 1250 and 25 Rupees for leave to thrash their dry crop 40 Rupees for leave to reap and

and thrash their paddy crop in fusly 1251. Amounting altogether to 160 Rupees in ready cash besides the other articles. In support of this charge, Byraughy mahurnah declares that Pooroshottom Chowdary persuaded them to pay a bribe of 25 Rupees to the Tahsildar for leave to reap their dry crop, and 30 Rupees for leave to reap and thrash their paddy crop, in fusly 1250 that the Ryots executed two bonds in favor of the said Pooroshottom Chowdary one for 25 Rupees, and the other for 30 Rupees contracting to deliver to him paddy of the value of the said two Sums That thereupon Pooroshottom Chowdary accompanied by the witness carried the said amount to Pooroo=
=Shottapore: that leaving the witness outside Pooroshottom Chowdary went inside with money and on returning informed the wit=
witness that he had paid the amount to the Tahsildar. He further declares that Pooroshottom Chowdary took a bond from the Ryots of the Village for a Sum of 40 Rupees which he lent them for the purpose

of

paid to the Tahsildar on their account.

The corrupt receipt by the Tahsildar of the aforesaid items appears to be fully established.—

No. 44 Baugadah Village.—

The Defendant is charged with having exacted from the Ryots of this Village a sum of 15 Rupees for leave to reap their natcheney crop and 30 Rupees for leave to reap and thrash their Paddy crop, and also 8 Rupees to crush their sugar Canes in fusly 1250, amounting altogether to 53 Rupees. In support of their charge Rausna Mahunty, Conda Bosuntea (the Carjee) and Hannoopundah declare that they gave into the hands of Pooroosholtom Chowdary a sum of 15 Rupees for leave to reap and thrash their dry crop, and 30 Co Rupees for leave to reap and thrash their paddy crop, and 8 Rupees for leave to crush their Sugar Canes in fusly 1250, but as no sufficient proof is forthcoming that the said Sums of money were actu=ally paid to the Tahsildar by Pooroosholtom Chowdary,

of being paid to the Tahsildar as a bribe for leave to crush their Sugar Canes, and that the Ryots also delivered to Pooroosholtom Chowdary a Burnum of Gingelly Oil Seeds, and a Burnum of Condoolos gram. The co witness further deposes that he borrowed a further sum of 25 Rupees from Jaganand Chowdary and paid the same to the Tahsildar in the presence of Jagonand chowdary, for leave to reap his natcheney crop. Rajewa Naicks states that he and Pudmanah co Maharanah carried a sum of 40 Rupees to the Tahsildar's house for the purpose of pay=ing the same to him as a bribe for permission to reap their paddy crop and gave the same into the hands of Deenabund Sow (the co Carjee) of Gundalah Village, who went inside and on returning informed them that he paid the money to the Tahsildar. Deenabund Sow corroborates the above Statement. Rajewa Naick further declares, that the Ryots repaid to Byraughy Mahar=nah the above sums of Money which were

paid

Chowdary, who died some Months ago the defendant is acquitted in this case.-

No. 45 Conchoor Village.—

The defendant is charged with having exacted from the Ryots of this Village a sum of 15 Rupees for leave to reap their natcheney crop 20 Rupees for leave to reap their paddy crop and 2 Rupees to cut their Menoomooloo gram, and 5 Rupees for expendes incurred during his stay in the Village in fusly 1250, and 6 Rupees out of the Tackavy issued in fusly 1251, amounting altogether to 48 Rupees. In support of this Pudmanabha Paunegraky states that he together with Fakeer Sow paid a sum of 9 Rupees to the Tahsildar, in the presence of Fakeer sow and Deenabundoo Sow the Carjee of Gondala Village, for permission to reap their natcheney crop in fusly 1250, but the Tahsildar objected to receive that sum as being insufficient, and that he the witness agreed to pay a further sum of 6 Rupees, whereupon the Tahsildar issued permission to reap their dry crop. That after a lapse

of ten or twelve days, he (the witness) carried the balance of 6 Rupees and paid the same to the Tahsildar. Fakeer Sow corroborates the above statement. Hurry bondoo a boots, and Treelachanamahanty (the Carnom) state that the above sums were contributed by the Ryots of the Village and carried by Pudmanaba Paunegraky to the Tahasildar. The said Hurry bondoo Paunegraky Treebochana Mahanty and Pudmanaba Paunegraky declare that the latter carried a sum of 20 Rupees to the Tahsildar while in the Mantup of those Saurvah Village, for permission to reap their paddy crop. The Curnum further states that he paid a sum of 5 Rupees to the Tahsildar for his expences during his stay in the Village. Pudmanabha Paunegraky deposes that he gave to the Tahsildar two Rupees worth of Menoomooloo gram, and that he gave also a further sum of 6 Rupees from the amount advanced as Tackavy into the hands of one Nagarazoo (a Servant of the Tahsildar) for the Tahsildar. Treelachana Mahanty

Mahunty corroborates the above statement.

The above evidence fully proves that the Tahsildar unduly received the aforesaid sums from the Ryots of this Village.-

No. 46 Alleporam Village.—

The defendant is charged with having exacted from the Ryots of this Village a sum of 35 Rupees on two different occasions for leave to reap and thrash their dry crop. In support of this the Curnom Paresetty Ramdoss declares that the Co Ryots of the Village subscribed a sum of 20 Rupees which the witness states, he together with a Principal Ryot, named Co Lutchmon Maharnah, carried to Poroshotamapore and delivered into the hands of the Duffadar Dianeedy, who carried the same into the Tahsildar's house and on returning stated that he had paid the money to the Tahasildar and that a permission to reap their natcheney crop was granted on the following day. This statement is fully corroborated by Lutchmon

Lutchmon Maharanah and the Duffadar Dianeedy. The Curnom further deposes that in the Month of last Maurgaseerum the Ryots of his Village contributed a further sum of 15 Rupees which he together with Lutchmon Maharanah carried to Poroshotamapore, and gave into the hands of the Duffadar Dianeedy, who went inside and on returning stated that he paid the amount to the Tahsildar and that permission to thrash their paddy crop was granted on the same day. This statement is also corroborated by the Duffadar Dianeedy. Lutchmon Maharnah states Co. that in this instance the 15 Rupees were paid into the Tahsildar's hands by the Curnom. Although there is a slight discrepancy in the evidence as to who actually paid the money into the Tahsildar's hands in the several occasions I consider the proof sufficient to establish the undue receipt by the defendant of both the above items.-

No. 47. Contayady Village.—

The defendant is charged with having exacted from the Ryots of this

this Village a sum of 6 Rupees for leave to reap and thrash their natcheny crop, & 20 Rupees for leave to reap and thrash their paddy crop in fusly 1250 amounting altogether to 26 Rupees In support of this Jaganaud Mahuntee states that he borrowed a sum of 6 Rupees from a Sauhoocar, which he together with Allegaramahuntee carried to Poorvoshottapore and paid the same to the Sah sildar while he was in his house, and that permission accordingly was granted on the following day. Lutchmon Maharanah corroborates the above Statement Jaganaud Mahuntee further declares, that in the Month of Maurgaseerum, Treelochana Mohuntey advised them to pay a sum of 20 Rupees to the Sah sildar, for leave to reap and thrash their paddy crop which Sum they accordingly borrowed and carried to Poorshottapore and paid the same to the Sah sildar, in the presence of Treelochan & Mahuntee, and that permission was granted on the very same day. Treelochana Mahuntee

Mahuntee, and Hulladara Mahuntee corroborate the above.

No. 48 Soonnadakah Village. —

The evidence appears to establish the undue receipt by the Sahasildar of the above items.

The defendant is charged with having exacted from the Ryots of this Village a sum of 25 Rupees for leave to reap and thrash their dry crop, and 100 Rupees for leave to reap and thrash their paddy crop and 50 Rupees for leave to express their Sugar Canes, amounting altogether to 140 Rupees. In support of this charge the Curnam Daumodarachar looco deposes, that in fusly 1250 Chacrapauny Mahunty advised them to give to the Sahasildar a bribe of 25 Rupees for leave to reap their natcheney crop 100 Rupees for leave to reap their paddy Crop, and 15 Rupees for leave to crush their Sugar Canes. That accordingly he together with the Carjee Mangoone Naick & Baulun Ky Basuntee and some other principal Ryots on two different occasions carried sums

of

of money amounting to 125 Rupees and gave the same into the hands of Chacrapany Mahuntee, who paid the amount to the Tahsildar in their presence and obtained permission to reap their crops. He further states that he himself paid a further sum of 15 Rupees to the Tahsildar for leave to crush their sugar canes, in the presence of Chacrapanee Mahuntee who fully corroborates the above Statement. The Carjee Balunky Basunteah and Maugoone Naick depose to the same effect..

No. 49 Atcholy Village.-

The undue receipt by the Tahsildar of the above items appears to be fully proved..

The defendant is charged with having exacted from the Ryots of this Village a sum of 20 Rupees for leave to reap their Paddy crop, and 20 Rupees for leave to reap their dry crop in Fusly 1250, and 15 Rupees for leave to reap their dry crop, and 20 Rupees for leave to reap their paddy crop in Fusly 1251. amounting together to 75 Rupees.

In this case the Carjee Govind Pundah-

Pundah deposes that he paid the above Sums of money to the Tahsildar, but as there is no other evidence forthcoming in Support of this Statement, the charge is therefore dismissed.-

No. 50 Hingely Village.-

The defendant is charged with having exacted from the Ryots of this Village a sum of 25 Rupees, 4 Rupees worth of Menee moo-loo gram and 12 Rupees worth of Cundoo-loo gram for leave to reap and

and thrash their Gingely Oil Seed

Crop, and 110 Rupees for leave to

reap and thrash their paddy crop

amounting together to Rupees 151

in fusly 1250.— In support of this

Charge a principal Ryot Jaganaud

how states, that he paid the

Several

several sums above stated to the Tahsildar for the purposes specified during the last fusly.— He also states that he did not know that any money had been paid by the Ryots of this Village in the present year— and almost immediately — deposed that he accompanied Gavooranga — Chavoodary and Bauraneka Chavoodary when they paid 50 Rupees to the Tahsildar on one — occasion & 100 Rupees on the other occasion —

There being great contradiction in the evidence of this Witness the charge is dismissed without the further examination of witnesses —

No 51 Beem-pooram Village }

The defendant is charged with having exacted from the Ryots of this Village a sum of 20 Rupees for allowing them a — supply of water from the water course called the Herradaroo Buka, 50 Rupees for leave to reap and thrash their Paddy Crop, and 10 Rupees worth of Jaggery for leave to crush their Sugar canes in fusly 1250, and 40 Rupees for leave to reap their Paddy Crop in fusly 1251, — Amounting atto-gether 110 Rupees. —

In support of this charge the — Curnum Jaganada Chavoodary, states that

a

a Ryot named Bundoo Pradam paid in his presence a sum of 20 Rupees to the Tahsildar for a supply of water and that he does not know what other irregular payments were made by the Ryots of the Village Golla Gopauloodoo declares that the Ryots subscribed a sum of 50 Rupees as a bribe for the Tahsildar to issue leave to reap their Paddy Crop, which sum he carried and paid to him in the presence of the Curnum Jagarada Mahantee, and that permission was obtained on the same day This statement is corroborated by the evidence of the Caurjee Joghee Sawoo, who further declares that he also paid to the Tahsildar a sum of 40 Rupees at Poorshattapore for leave to reap their Paddy Crop in the present year, which statement is corroborated by the Curnum Jaganada Mahantee, Gollah Gopaulloo, and Bundoo Pradum.

Altho there is little variation in the evidence of the Witness Bundoo Pradan, who is a very old and infirm man, I conceive that the undue receipt by the Tahsildar of the above items is sufficiently established

The defendant is charged with having

having exacted from the Ryots of this Village, a sum of 40 Rupees for leave to reap their dry Crop, 60 Rupees for leave to cut their Paddy Crop in Fasly 1250, and 4 Pots containing Jaggery, as also 50 Rupees for leave to reap their dry Crop, & 50 Rupees for leave, their Paddy Crop, 18 Rupees from the Amount of Tuckavy issued, 12 Rupees by the Curnum and Caurjee for forbearance in the Collection of their Rent, 3 Baraneums of black gram, Amounting altogether 230 Rupees besides the Jaggery and black gram

In support of this charge, Labasauntra declares that a sum of 40 Pts was contributed by the Ryots of the Village, which he carried to Poorooshotapore, and paid to the Tahsildar for leave to reap their Natchemy Crop in Fasly 1250, in the presence of the Carjee Ragoonat Naicker, who corroborates this statement The principal Ryots Deenamaharonah, Caumalalochanapady and Gopesabto, state that they forwarded the said sum of Money to the Tahsildar by the above named two persons, Labosauntra further states that in the Month of Margasara, he and Caumalalochanapady paid a sum of 60 Rupees to the

No 52 Boorooppadah Village

the Tahsildar while at Chetterpore, for leave to reap their Paddy Crop in Fusly 1250, & that permission was accordingly granted on the very same day - which is corroborated by Camalachanapady and supported by the evidence of Carjee and other Ryots, who declares that they forwarded the Money by the said two persons, also that 4 pots of Jaggery and 3 Baraneems of bundooloo grain, were sent to the Tahsildar. Gopeesabto also declares that he gave a further sum of 18 Rupees out of the Tuckavy issued in Fusly 1251, into the hands of Poorooshotum Chowdaree, who placed the same on a Cloth, upon the Tahsildar - Camalalochanapaudy corroborates this Statement exactly but he says that Pooroshotum Chowdary placed the Money upon a Cot - Danoonnaharanah and Camalalochana state, they received a sum of 50 Rupees from the Ryots of this Village, to give as a bribe to the Tahsildar for permission to reap their dry Crop, and that they carried the Money to the house of the Tahsildar at Poorooshatapore and gave the same into the hands of the Deenabundsavoo, who

who delivered the amount into the Tahsildar's hands in their presence - Deenabund Sow fully corroborate this Statement which is also further corroborated by the Carjee and other Ryots Lubsantra further states, that Gopesabto carried 50 Rupees, and three Burneems of black gram to the Tahsildar while he was at Chetterpore, for permission to reap their Paddy Crop - Gopesabato and other witnesses corroborate this Statement - The Carjee Ragoonada Naik further states that the Tahsildar having pressed the Ryots &c to pay their Kists in the Month of Margasara, he gave a sum of 8 Rupees and the Burneem 4 Rupees into the hands of Jaganad Chavoodaree who went to the Tahsildar's house, and on his returning informed that he had paid the above sums of money to the Tahsildar -

The undue receipt by the Tahsildar of the above items appears to be fully proved -

The Defendant is charged with having in Fusly 1250 exacted from the Ryots

No. 53.
Chimmakkhundy Village . . .

Ryots of this Village 9 Rupees for permission to reap their Natcheny Crop and 8 Rupees to reap their small sized Paddy Crop amounting together to 25 Rupees. In support of this Charge, Pedinte Gauroo and Varjee Challa Pursey depose to the fact of their having carried 9 Rupees with them to Conchoor, for the purpose of bribing the Tahsildar to give an Order to reap their Natcheny Crop in fusly 1250, and that they delivered the money to Chuckrapany Mahuntee, who informed them that he had given the said sum to the Tahsildar — The Varjee Pursey states that he carried 8 Rupees to Poorshottapoor and delivered the Money to Chuckrapany Mahuntee, who informed him that he had given the same to the Tahsildar, and that permission was granted on the very same day — Chuckrapany Mahuntee fully corroborates the statement of these Witnesses.

The Varjee further states that

that he with his own hands gave the Tahsildar 8 Rupees for permission to reap the Paddy Crop which is to a certain extent supported by the evidence of Pedenty Gauroo —

The Corrupt receipt of a sum of 25 Rupees from the Ryots appears to be Established —

No. 54 Poodungy Village

The Defendant is charged with having exacted from the Ryots of this Village 28 Rupees for leave to reap their dry Crop in fusly 1250, with having taken 6½ Rupees out of the amount received as Tuckany, and exacted 15 Rupees to reap their Paddy Crop in fusly 1251, amounting to 49½ Rupees. In support of this charge, Meekapady states that the Ryots determined to give the Tahsildar 28 Rupees for leave to reap their dry Crop in fusly 1250, and that accordingly he accompanied by Nursingapady and the Curnum Ragoonada Mahuntee, proceeded to Poorshollapoor, and went to the house of the Tahsildar,

Tahsildar, to whom the witness gave the above sum in the presence of his two Companions, who corroborate this Statement—

Mechapady and Nursingapady further state that when the Tuckavy was issued in fusly 1251, they gave 6½ Rupees into the hands of Sagarada Chowdry for the Tahsildar as a bribe to obtain leave to reap their dry Crop, who accordingly delivered the Money to the Tahsildar in their presence—Segganad Chowdry states that another Ryot whose name he does not know, gave a sum of 6 Rupees into his hands, which he delivered to the Tahsildar Nursingapady further states that he collected a sum of 15 Rupees from the Village for leave to reap their paddy Crop, and paid the same to the Tahsildar, while he was in the hall, which is corroborated by the Curnum and Mechapady who accompanied Nursingapady on that occasion—

The undue receipt of the above items by the Tahsildar appears to be fully proved by the evidence—

The

No 55

Munsoorcottah Village—

The Defendant is charged with having escacted from the Ryots of this Village 25 Rupees for leave to reap their dry Crop in fusly 1250 and 15 Rupees for leave to reap their dry and Paddy Crops in fusly 1251, Amounting to 40 Rupees. In support of this charge Canatum Seggandum states that he together with Seggandada do-w and Govinda do-w Carried a sum of 25 Rupees to Poorshottapoor, which he gave to the Tahsildar for leave to reap and thrash their dry Crop in fusly 1250, in the presence of the said two persons— He further states that he gave to the Tahsildar a further sum of 15 Rupees for leave to reap the Paddy Crop in fusly 1251, while he at Munsoorcottah, in the presence of the above persons, who fully corroborate this Statement—

The undue receipt by the Tahsildar of the above items appears to be fully Established—

The

No 56 Gopaulpoor Village

The Defendant is charged with having exacted from the Ryots of this Village a sum of 15 Rupees for leave to reap their dry Crop in Fesly 1250, and 13 Rupees for leave to thrash their dry Crop in Fesly 1251. In support of this Charge, the Curnum Palesetty Ramdoss states that the Carjee and himself carried and gave 15 Rupees to the Tahseldar at Poorshottapoor for leave to reap their dry Crop in last year, and that 13 Rupees were also sent to him by a Ryot named Collapoloo. The Carjee Muttoo Pumpoodoo states that a sum of 13 Rupees was given to the Tahsildar for leave to reap their dry Crop and that Collapoloo sent 10 Rupees by another Ryot, for permission to thrash their dry Crop. The Carjee further declares that he and the Curnum gave the Tahsildar 3 Rupees out of the amount issued as Tuckavy for the present Year, which Statement was not corroborated by the Curnum. Collapoloo deposes that he

he carried and delivered 13 Rupees to the Tahsildar in the presence of the Curnum. The Curnum on the Contrary States that he was not present.

There being material discrepancies in the Statements of the above witnesses, the evidence does not appear to be such as to warrant conviction on this charge.

No 57 Woopalapetty Village

The Defendant is charged with having exacted from the Ryots of this Village 15 Rupees for leave to reap their Natcheny and Paddy Crops in Fesly 1250, 16 Rupees for leave to reap their Paddy Crop in Fesly 1251, Amounting to 31 Rupees. In support of this charge, The Carjee Gadala Nulladoo states, that he and the Curnum carried and gave 15 Rupees to the Tahsildar at Poorshatapore for permission to reap and thrash the dry and paddy Crops in Fesly 1250. He also states that he gave a further sum of 16 Rupees to the Tahseldar at Meensoorcotta for leave to reap

reap and thrash the paddy Crop in the present year. The Curnum Palesetty Seyyiah and the Ryots Redlah Mancooloo and Ravadalo Anchana corroborate the above Statement and the evidence appears fully to establish the undue receipt by the Tahsildar of the above items.

No. 58. Bodaeundy Village.

The Defendant is charged with having escacted from the Ryots of this Village a sum of 80 Rupees for leave to reap their dry Crop, and 90 Rupees for leave to cut the paddy crop in Fusly 1250, and 28 Rupees to cut the Mettoo Crop in Fusly 1251, amounting to 198 Rupees. In support of this charge, Ippely Balajee states that Peesa Ramunnah and some other Ryots borrowed 80 Rupees from a Sawoocar and carried the same to Conchoor, where the Tahsildar was and delivered the Money into the hands of Poorooshottama Chowdary who in their presence handed it to the Tahsildar and that on the very same day leave to reap their crops was granted. Peesa Ramunnah corroborates this statement. Ippely Balajee also declares that

that a sum of 90 Rupees was taken in loan from a Sowcar to bribe the Tahsildar for permission to reap the Paddy Crop, which sum he and Goojoody Appiah carried to Poorooshotapore when the latter in his presence placed the money on the Tahsildar's cloth. Goojoody Appiah speaks to the fact of his having given the money to the Tahsildar, as stated above. Peesa Ramunnah also corroborates the above. Goojee Appiah further declares that the Ryots entrusted him with a sum of 28 Rupees out of the amount issued as Tuckavy, to be paid to the Tahsildar, for leave to reap the dry Crop; and that he and Putta Chinniah went into the backyard of the Tahsildar's house, when he gave the said sum of money into the hands of the Tahsildar. Putta Chinniah, Peesa Ramunnah and Ippely Baljee corroborate

corroborate the above—

Although there are some slight variations in the details of the evedence of these witnesses, I conceive that there is sufficient proof that the Tahsildar unduly received the above items—

No 59. Cayelacundy Village—

The Defendant is charged with having exacted from the Ryots of this Village 5 Rupees for leave to reap their dry Crop, and 3 Rupees to thrash the same, as also 2 Rupees worth of black gram, 10 Rupees 13 Annas and 4 pice worth of paddy, for permission to reap their Paddy Crop, and 10 Rupees for forbearance in Collecting the fourth Kist, amounting in all Rupees 30—13—4—

In support of this charge, Sunyasee Mahanty states, that in Fusly 1250 he gave to the Tahsildar 5 Rupees for leave to reap the dry Crop, and 3 Rupees to thrash the same, and that the Curnum Hagasweree Mahanty paid the Tahsildar 10 Rupees

Rupees in his (the witnesses) presence— The Curnum coroborates the above Statement— The said two persons also depose that 10—13—4 worth of Paddy and 2 Rupees worth of black gram, was given to the Tahsildar which evidence seems to establish the undue receipt of the above items—

No 60. Cunchipooram Village—

The Defendant is charged with having exacted from the Ryots of this Village 20 Rupees for permission to reap their paddy Crop, in Fusly 1251. In support of which the Carjee Datta pursy states that he collected the sum from the Village, as a bribe to the Tahsildar for permission to reap their paddy Crop, in Fusly 1250, and that he carried the money to Munsoorcotta accompanied by Vempada Ramunnah, and in his presence gave the money to the Tahsildar Vempada Ramunnah— corroborates this Statement.

No 61. Pursanapooty Village—

The Defendant is charged with

with having exacted from the Ryots of this Village 10 Rupees for permission to reap their dry Crop in Fusly 1250, 7 Rupees for leave to reap and thrash their Paddy Crop, amounting altogether to 17 Rupees—In support of this, Dumpatro states that in the presence of Tamana Naidoo and the burmen Polesetty Suggiah, he gave 10 Rupees to the Tahsildar at Poorooshotapore for leave to reap their dry Crop in Fusly 1250, and 7 Rupees at Mansoorcottah for leave to cut and thrash the Paddy in Fusly 1251—

Tamana Naidoo and the burmen depose that they saw Dumpatro pay the above sums of money to the Tahsildar.—

No 62 Sindegaum Village—

The Defendant is charged with having in Fusly 1250 exacted from the Ryots of this Village 50 Rupees for leave to reap their dry Crop, 2 Rupees for leave to reap their Paddy Crop, and 5 Rupees to

to thrash the paddy crop, amounting altogether to 40 Rupees—In support of this Rowdah Summanah and the boga Summanah state that in conformity with the advice of Poorooshotama Chowdary, they paid 15 Rupees into the hand of that at the Village of Sarroivah as a bribe to the Tahsildar for permission to reap their dry crop in Fusly 1250, and that in their presence he delivered the money to the Tahsildar while at a muntap—Rowdah Summanah also declares that he, accompanied by Gowda Rayegadoo, paid a further sum of 5 Rupees to the Tahsildar at Poorooshotapore—Gowda Rayegadoo corroborates the above statement—

The undue receipt by the Tahsildar of the above items appears to be fully established—

No 63 Beppalengee Village—

The Defendant is charged with having exacted from the Ryots of this Village 20 Rupees for leave to reap their dry and paddy crops, and 5 Rupees for his house expenses—

in

in Fusly 1250, as also 19½ Rupees for leave to reap their paddy and dry crops in Fusly 1251, amounting to 41½ Rupees - In support of this Baulagee Choudree states that he collected 20 Rupees from the Ryots of this Village as a bribe to the Tahsildar for leave to reap their paddy crop, and thrash the dry crop in Fusly 1250, which sum he gave to the Tahsildar at Poorrochetapore to which place he was accompanied by Marcunda Chowdary and Gadala Appegaudoo who stood at the door while he carried on the money - Marcunda Chowdary states that he accompanied the above witness to Poorrochetapore and remained near the gate when he paid the money to the Tahsildar. The said two persons further declare 5 Rupees are incurred for the Tahsildars expenses when he came to their Village - Balunkee Chowdaree also states that 19½ Rupees

Rupees were contributed by the Ryots of the Village as a bribe to the Tahsildar for leave to reap the paddy crop and to thrash the dry crop in Fusly 1251, and that he went to Ganjam accompanied by Marcunda Chowdaree and Ranoopunda, and gave the money to the Tahsildar - Marcunda Chowdary and Ranoopunda depose that they saw the money paid to the Tahsildar -

The evidence appears fully to establish the undue receipt by the Tahsildar of items amounting to 39½ Rupees in ready Money, exclusive of the amount paid for his expenses in this Village -

The Defendant is charged -

No 64. Samarjadoo Village

with having in Fusly 1250 exacted from the Ryots of this Village 15 Rupees for leave to reap their dry crop, 25 Rupees for leave to reap their paddy crop, and 13 Rupees to express the sugar canes. In support of this charge Dasadoo Ramunnah states that in the month of Aussoojee he

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he went to Conchoor and borrowed 30 Rupees from Poorooshotama Chowdary out of which he paid 15 Rupees to the Tahsildar as a bribe for permission to reap their dry crop in Fusly 1250. in the presence of Damagowdoo and Samagowdoo who with the Village Curnum corroborate this Statement. Dasetty Seggoo states that he paid 25 Rupees to the Tahsildar at Poorshottapore for leave to reap the paddy crop, in the presence of Calegana Suggannadum who states that he saw the money paid to the Tahsildar. Dasetty Ramunnah and the Curnum also corroborate the above. Dasetty Ramunnah further states, that in the month of Maga he collected 13 Rupees from the Ryots as a bribe to the Tahsildar for permission to crush their sugar canes and that

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that he and the Curnum Sarady Mahanty carried the money to Poorshottapore and gave the same to the Tahsildar while he was sitting in his house. the Curnum Sarady Mahanty corroborates this Statement.—

The evidence appears to be sufficient to establish the undue receipt by the Tahsildar of the above items.—

Venkatarapoor Village

The Defendant is charged with having exacted from the Ryots of this Village, 5 Rupees for leave to reap their dry crop, and 10 Rupees to thrash the same in Fusly 1250, as also 10 Rupees to reap their paddy crop in Fusly 1251 amounting to 25 Rupees. In support of this charge Conary Saty states that he went to Poorshotapore accompanied by the Carjee Rungapah, and gave into the hands of the Tahsildar a sum of 5 Rupees out of 50 Rupees which they had borrowed for

for permission to reap the dry crop in the month of Carteega - The Carjee Rungapah states that he together with Conary Soty and the Curnum Nittai Mahanty proceeded to Poorchotapore and that the money was carried to the house of the Tahsildar by Soty and the Curnum, who on their return informed the witness that they had delivered the money to the Tahsildar - The Curnum states he was not present when the money was paid to the Tahsildar but was informed by the Ryots that they had paid the money as a bribe to the Tahsildar Conary Soty also states that he borrowed a sum of 10 Rupees which he carried to Poorchotapore accompanied by the Curnum Nittai Mahanty and gave the same into the Tahsildars hands one night at about 9 O'Clock while he was in his house - The Curnum and the Carjee corroborated the Statement as to the payment

of these items to the Tahsildar. Rungapah further declares that he went to Poorchotapore accompanied by Conary Soty, and gave into the Tahsildars hands a further sum of 10 Rupees, while he was in his backyard, for permission to reap the paddy crop in the present year, which statement is corroborated by Conary Soty and Dayanedy - The Carjee and another Ryot state that they went as far as the Tahsildars house, but that they did not actually see the money paid, but that permission to reap was granted either on that or the following day - The Duffadar Dayanedy fully corroborates the above Statement -

Altho there is a slight variation in the evidence as to one of the items I conceive the undue receipt thereof by the Defendant to be established -

The Defendant is charged with

No 66- Cattoor Village

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with having escacted from the Ryots of this Village a sum of 20 Rupees for leave to thrash their dry crop, and to reap their paddy crop in Fusly 1250 — In corroboration of this charge Nedaloo Appiah states that he collected a sum of 20 Rupees from the Ryots as a bribe to the Tahsildar for permission to thrash the dry crop and to reap the paddy crop in Fusly 1250, and carried the money to Poorshotapore accompanied by Goorroopully Luchmoodoo Appiah and Anantapanegrahy and gave the money to the Tahsildar at 8 o'Clock one night, while he was in his house, and that on the next day permission was granted — Goorroopully Luchmoodoo corroborates the above, and Anantapanegrahy states he was informed by the Carjee that the money was given to the Tahsildar —

The

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No by Venkatroy Peeraw Village

The Defendant is charged with having in Fusly 1250 received from the Ryots of this Village 15 Rupees for permission to reap their dry Crop, and 15 Rupees to reap their paddy Crop, Amounting to 30 Rupees. In support of this charge the Carjee Duttoo Ramannah States that he borrowed a sum of 15 Rupees and proceeded to Cudaloor accompanied by the Curnum Dyanedhy Mahuntee and a Ryot Corraye Lutchanah and gave the Money into the hands of the Tahsildar, while he was at the Muntup. Corraye Lutchanah States he saw the Money paid and further adds that in the Month of Poosheya, he saw Gopemahunty give into the Tahsildars hands another Sum of 15 Rupees, while he was in his backyard at Poorshottapoor Gopemahunty corrotates the same —

No 68 Nannaiyapoorcaim a Washerman to Mundoor reddi

The Defendant is charged with having in Fusly 1250 exacted from the Ryots of this Village 6 Rupees for permission to reap their dry Crop, and 6 Rupees to thrash the same Amounting to 12 Rupees. In support of this charge the Curnum Cadaselly Ramdoss and the Carjee Chetti Goorsamah state that in last year they on two occasions carried Money to the Tahsildar on one

one occasion 6 Rupees for leave to reap their Paddy Crop and again 6 Rupees for leave to reap their Paddy Crop which sums they delivered to the Duffadar Dyanedly, who went into the Tahsildar house with the Money, and returned and informed them that he had delivered it to the Tahsildar The Duffadar fully corroborates this Statement.-

No 69 Ramasamipoo-ram Village — attached to Pobaramdah - - -

The Defendant is charged with having exacted from the Ryots of this Village 20 Rupees for permission to reap and thrash their dry Crop, 32 Rupees for leave to reap their Paddy Crop in Justy 1250 and 18 Rupees to reap their Paddy Crop in Justy 1251 amounting together to 70 Rupees. In support of this charge Guddaye Jannah states that he and the Curnum Cursaram Mahunty and the Caje Senadolaye since dead, carried the sum of 20 Rupees which was contributed by the Ryots to Coreshetteepoo and that the Money was paid by the Caje to the Tahsildar in their presence, and permission granted on the very same day; the Curnum corroborates this Statement. A Principal Ryot named Ragadoolaye states that 32 Rupees were borrowed from Coreshettum Chowdry at 2 Cowcheer and entrusted to him to be delivered

delivered to the Tahsildar, who had put up at the Muntuph, and that the said Chowdry informed these Witnesses and the other Ryots of the Village, that he had paid the Money to the Tahsildar, and that permission was granted on the following day. Bronany Pradan deposes that he gave to the Tahsildar a sum of 18 Rupees, contributed by the Ryots for permission to reap their Paddy Crop in Justy 1251 which he paid to the Tahsildar while seated on a Cot in house at Chellapoo, in the presence of Guddaye Jannah, Ragoodaloye and Cobla dolaye Cursaram Mahunty and Apebunghee Dolaye who corroborate this Statement.

The preceding evidence appears to establish the undue receipt by the Tahsildar of the above items.-

No 70 Chalamcondaly Village —

The Defendant is charged with having exacted from the Ryots of this Village a sum of 20 Rupees for a supply of Water from the Veeradaar Channel also 15 Burnums and 15 Rowtees of Paddy for permission to reap their Paddy Crop 3 Rupees worth of Green Gram, 4 Rupees worth of Jaggery in Justy 1250 and also 80 Rupees to reap their

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Varia Paddy Crop and 10 Rupees to Crush their Sugar Canes in July 1851 amounting together to 80 Rupees besides the Paddy &c. In support of this charge Ramchund Iredeen states that the Ryots borrowed 20 Rupees from a Soucar, which he, the Carnum Jeggannaud Mahanty, and the Ryots Sutchinnun Maharanah, Cormala Sutchinnah carried to Poorshottapoor and he the Witness paid the Money to the Tahsildar, while he was in a room opening into his backyard. The Carnum states he did not actually see the Money paid but that he and the other Ryots remained outside of the gate, while Ramchund Iredan went inside and paid the Money, and that on his coming out he informed them that he had paid the Money to the Tahsildar Sutchinnah Maharanah and Sooddayan Jumah also corroborate this Statement. The Carnum Ramyhundar Iredan Sutchinnah Maharanah and Sooddayan Jumah further state that the Ryots of the Village determined to give 15 Burrums & 15 Bundles of Paddy to the Tahsildar and a Bribe for permission to reap their Paddy Crop in the Month of August

Jaffna St. George 21st April 1842.

and dispatched the aforesaid Grain in charge of the Village Bauntey Narainga Naicks and the Revenue Peon Cadeypala Cormanah to the Tahsildar which is fully corroborated by the Peon Cadeypala Cormanah.

The Defendant in this case, states that he may probably have received the Grain but that if he did so, he must have paid the Value thereof to the Ryots, or paid the Amount into the Treasury on account of their balance, but he adduces no evidence in support of this Statement and the Ryots depose that they never received any thing for their Grain. Ramchund Iredan deposes that 3 Rupees worth of Green Gram and 4 Rupees worth of Jaggery were sent by the Village Bauntey to the Tahsildar which is also corroborated by Sutchinnah Maharanah. The Carnum Jeggannaden Mahanty states that the Ryots contributed 50 Rupees for the purpose of giving a bribe to the Tahsildar for permission to reap their Paddy Crop in the present year that he and Ramchund Iredan together with some other Ryots carried the Money to Poorshottapoor and that the said Ramchund Iredan went inside

inside, the Ryots remaining at the gate and Barebund Predan paid the Money to the Tahsildar while he stood in an apartment in the backyard - Barebund predan corrobates the above, but states that he placed the Money on the Tahsildar's Cloth which is also confirmed by Lutchmana Maharanah, and Goddaye Jennah. The Carjee Goddaye Jennah further states that in the Month of Poushia, he collected 10 Rupees from the Ryots for the purpose of giving as a bribe to obtain permission to crush their Sugar Canes, which sum he carried to Poorshottapoor accompanied by the Curnum and gave it to the Tahsildar. The Curnum states that when he stood near the Tahsildar's gate, the Carjee went inside and on his return informed him that he had paid the Money to the Tahsildar, which is corroborated by Lutchmanah Maharanah Barebund predan and Coorma Lutchmanah.

The evidence appears fully to prove the undue receipt by the Tahsildar of the above items.

The

The Defence made by the Defendant and on each separate charge preferred against him, has been duly recorded on the Proceedings; but as the purport of his Statements is uniformely the same in substance in the whole of these cases, in order to avoid unnecessary repetition in this summary, a Succinct abstract of the whole of what he has urged in his defence that is material, is here entered.

The Defendant entirely denies that he has ever corruptly received any sums of Money whatever from the Ryots of any Village in the Pobacondah Talook. He declares that he always granted to the Ryots permission to crush and thrash out their various Crops in due season without any delay or obstruction. That from the circumstance of there being both Substantial and poor Ryots in every Village, he adopted as the measure of Collecting the Curnum and Carjee and the principal Ryots of each Village responsible for the due payment of

of their lists by the poor Ryots, and
required them to enter into Bonds, as
security for their payments to the Circar;
and that in consequence of his having
strictly exacted payment from these
principal Ryots of the sums for which they
had become responsible according to the Sunnuds
executed by them, they bear malice towards
him, and have all combined together to
prefer and Establish false charges against him;
and he enters into details to shew that the
Ryots who have given evidence against him,
are actuated by enmity towards him, in
consequence of his strict discharge of his
duty as Tahsildar. He also states that in
consequence of certain points of his Establish-
ment, relatives of Ryots under his jurisdiction
having on his representation been transferred
to the Shekapoor Taluk, their relatives, the
Ryots of the Village of Cunakah (R.6) have
maliciously given false evidence against him.
He also further states that in consequence of
his having held Dasary Mohanah the principal
Ryot of the Village of Pokelimmah and a certain
Soukar

Soukar, as security for the payment of the balance
due to the Circar by the other Ryots of that
Village, and recovered the same from him,
he bears malice towards him; more especially
because that in the matter of a dispute as
to the boundary between the limits of the
Villages of Pokelimmah and Mairajodah, the
decision made by him was in favor of the
latter Village. Further that from his being
a stranger in this part of the Country
the people of this Taluk have from motives
of grudge, and at the instigation of his
enemies, preferred false Complaints
against him and supported the same
by false evidence, and that the whole
charges are utterly false.

Upon a deliberate consid-
eration of the whole of the evidence
and what has been urged by the
Defendant in his defence the
Collector is of opinion, that the proof
that

Fort St. George 21st April 1842.

that has been adduced is amply sufficient to establish the Exaction and undue receipt by the Defendant for his own benefit, of numerous sums of money and other articles, from the Ryots of Villages in the Pulicondah Taluk of which he held the situation of Tahsildar.

On a critical scrutiny and comparison of the evidence that has been given by the Witnesses the Collector is aware that in some few instances trivial discrepancies and variations on unimportant points, may be discerned in the recorded examinations; such as that the Money was given into the Tahsildars hands, or that it was placed on his Cloth, on the ground before him, or as to the precise time, or exact position of the parties and in respect to such minor details; but it is to be borne in mind

Fort St. George 21st April 1842.

that many of these transactions occurred more than a year ago, and that the Witnesses are all illiterate Cooriah Ryots, who are not capable of that Exactness and precision in their Statement of details, which is desirable in Judicial investigations. The unimportant variations alluded to, in the opinion of the Collector, tend rather to Confirm than discredit the truth of their Statements, while the mass of evidence that has been accumulated, carries irresistible Conviction of the Corrupt practices of the Defendant, and the extent to which he engaged in them. The Arguments that have been urged by the Defendant in his defence do not appear to be of much weight, and he has tendered no evidence whatever in refutation of the Charges against him. The following Memorandum shows the items which the Collector considers to have been proved by the evidence to have been Corruptly received by the Defendant.

Memorandum.

4873

Fort St. George 31st April 1842.

Memorandum of Sums proved to have been unduly received by Annajee Row late Inoildar of the Poobaconda Talluck in Fuslies 1250 and 1251.

Names of Villages	Fuslies	On what account				Amount
			Rs. A. P.	Rs. A. P.	Rs. A. P.	
Sarwah	1250	For leave to reap and thrash Natcheny	100 0 0			
"	"	Do. Do. Paddy	150 0 0			
				250 0 0		
	1251	Took out of the Succauve	0 0 0	50 0 0		
					300 0 0	
Jammely	1250	For leave to reap Natcheny	20 0 0			
"	"	Do. Paddy	60 0 0			
				80 0 0		
	1251	Do. to reap Do.	0 0 0	79 0 0		
					159 0 0	
Pundeah	1250	Do. to reap Natcheny	20 0 0			
"	"	Do. Do. Paddy	25 0 0			
				45 0 0		
	1251	Do. to reap Do.	0 0 0	36 0 0		
					81 0 0	
Caonauree	1250	Do. to reap Natcheny	20 0 0			
"	"	Do. to thrash Do.	20 0 0			
				40 0 0		
	1251	Do. to reap Paddy	0 0 0	30 0 0		
					70 0 0	
Potchelimmah	1250	Do. to reap and thrash Paddy	60 0 0			
	1251	Do. Do.	80 0 0			
				140 0 0		140 0 0
Chanaiah	1250	Do. to reap Natcheny	20 0 0			
"	"	Do. Do. Paddy	20 0 0			
				40 0 0		
	1251	Took out of the Succauve	10 0 0			
"	"	For leave to reap and thrash Paddy	48 0 0			
				58 0 0		98 0 0
Moranboyee	1250	Do. to reap Natcheny	16 0 0			
"	"	Do. Do. Paddy	16 0 0			
				32 0 0		
	1251	Do. to reap Natcheny	5 0 0			
"	"	Do. to thrash Paddy	25 0 0			
				30 0 0		62 0 0
		Carried forward	0 00 0 000			910 0 0

Pundrakilly

4874

Fort St. George 21st April 1842

Names of Villages	Fusilies	On what account			Amount
			Rs. a. p.	Rs. a. p.	Rs. a. p.
		Brought forward	" " "	" " "	910 " "
Bundrakilly	1250	For leave to reap Paddy	" " "	50 " "	
	1251	Do. to reap Natcheny	" " "	70 " "	120 " "
Allepoorum	1250	Do. Do.	50 " "		
	"	Do. to reap Paddy	40 " "		
	1251	Do. to reap Natcheny	10 " "	90 " "	
	"	Do. to reap Paddy	25 " "		
Chollaussingen	1250	Do. to reap Natcheny	15 " "	35 " "	175 " "
	"	Do. to reap Paddy	20 " "		
	1251	Do. Do. Natcheny	20 " "	35 " "	
	"	Do. Do. Paddy	20 " "		
Pootien Budrah	1250	Do. to reap Natcheny	22 " "	40 " "	75 " "
	"	Do. Do. Paddy	30 " "		
	1251	For leave to reap Natcheny	15 " "	52 " "	
	"	Do. Do. Paddy	50 " "		
		To Do out of the Tuccavee	2 " "	67 " "	119 " "
Mookoondapoor	1250	Do. to reap Paddy	" " "	9 " "	
	1251	Do. Do.	" " "	14 4 "	23 4 "
Shalagarro	1250	Do. to reap Natcheny	18 " "		
	"	Do. Do. Paddy	20 " "		
		Do. to Crush Sugar Canes	20 " "	58 " "	
	1251	Do. to thrash Chottoo Paddy	" " "	20 " "	78 " "
Sekharapoorum	1250	Do. to reap Natcheny	10 " "		
	"	Do. Do. Paddy	15 " "	25 " "	
	1251	Do. Do. Do.	" " "	15 " "	40 " "
Baubundah	1250	Do. Do. Do.	" " "	20 " "	
	1251	Do. to reap and thrash Paddy	" " "	15 " "	35 " "
Chaseepoorum	1250	Do. to reap Natcheny	" " "	15 " "	
	1251	Do. Do. Paddy	15 " "		
	"	Do. to thrash Do.	5 " "	20 " "	35 " "
		Carried forward	" " "	" " "	1560 4 "

Rollah

4875 Fort St. George 21st April 1842

Names of Village	Fusslies	Ow ne hat Account				Amount		
						Rs.	a	p
		Brought forward				1,560	4	0
Poollah	1250	For leave to reap Natcheny	24	0				
	"	To Post pone the Collection of 3d Kist	20	0				
	"	To Cut Sugar Canes	12	0				
	1251	Do. to reap Paddy	20	0				
	"	Do. to thrash Paddy	12	0	56	0	0	
Seshery	1250	Took out of Tuccavee	20	0				
	"	For leave to reap Paddy	100	0				
	"	For leave to Crush Sugar Canes	7	8	127	8	0	
	1251	Do. to reap Paddy at two times	70	0				
	"	Do. Do. from the Cauvjee	8	0	78	0	0	205 8 0
Chaundaly	1250	To post pone the Collection of Kist	0	0	0	0	0	12 0 0
Anbragam	1250	For leave to reap Natcheny	16	0				
	"	Do. Do. Paddy	22	0	38	0	0	
	1251	Do. Do. Natcheny	12	0				
	"	Do. to thrash Do.	15	0				
	"	Do. to reap Paddy	20	0				
	"	Took out of the Tuccavee	2	0	49	0	0	87 0 0
Anbooradah	1250	For leave to reap Natcheny	0	0	25	0	0	
	1251	For leave to reap and thrash Natcheny and Paddy	0	0	50	0	0	75 0 0
Pratanpooram	1251	Do. to reap Paddy	0	0	0	0	0	15 0 0
Gollauh	1250	Do. to thrash Do.	0	0	0	0	0	20 0 0
Butta Komaradah	1250	Do. to reap Natcheny	45	0				
	"	Do. to reap and thrash Paddy	30	0	75	0	0	
	1251	Do. Do. Do.	0	0	40	0	0	115 0 0
Paulcaim	1250	Do. to reap Natcheny and Paddy	0	0	0	0	0	40 0 0
Coosoomapooram	1250	Do. to reap Natcheny	20	0				
	"	Do. Do. Paddy	50	0				
	"	Do. to Cut Sugar Canes	15	0	0	0	0	85 0 0
Balagaum	1250	Do. to thrash Paddy	0	0	40	0	0	
	1251	Do. to reap and thrash Natcheny	20	0				
	"	Do. to reap Paddy and Crush Sugar Canes	50	0	70	0	0	110 0 0
		Carried forward	0	0	0	0	0	2,412 12 0

Ganjam

4876 Fort St. George 21st April 1842

Names of Villages	Fusslies	On what account				Amount	
						Rs. a ps.	Rs. a ps.
		Brought forward					2412 12 00
Gunjam	1250	For leave to thrash Paddy and postpone the Collection of Rist		40 00			
	"	Do. to reap Paddy			40 00		80 00
Bandy amboogum	1250	Do. Do. Natcheny	24 00				
	"	Do. Do. Paddy	70 00				
	"	Do. to thrash Do.	25 00				
	1251	Do. to reap Natcheny		20 00			139 00
Dooroobundah	1250	Do. to reap and thrash Natcheny	40 00				
	"	Do. Do. Do. Paddy	40 00				
	1251	Took out of the Succavee		48 00			128 00
Gunjam	1250	For leave to thrash Paddy			60 00		60 00
Togaraum	1250	To postpone the Collection of Rist		60 00			
	"	For leave to reap Paddy		60 00			120 00
Godarauh Silly	1250	Do. Do. Natcheny	15 00				
	"	Do. Do. Paddy	19 00				
	"	Do. to crush Sugar Canes	12 00				46 00
Coorsho Hapore	1250	Do. to thrash Natcheny and to reap Chottoo Paddy		100 00			
	1251	Do. to reap Paddy		20 00			120 00
Nundebah	1250	Do. Do. Do.		100 00			
	1251	Took out of Succavee		50 00			150 00
Macarajodoo	1250	For leave to reap and thrash Natcheny	45 00				
	"	Do. Do. Paddy	70 00				
	1251	Took out of Succavee		115 00			
				36 00			151 00
Baula Coostna poosam	1250	For leave to reap Paddy		50 00			
	1251	For Do. Do.		24 00			74 00
Ithondrah	1250	Do. Do.		60 00			
	1251	Do. Do. Natcheny	20 00				
	"	Do. Do. Paddy	50 00				
				70 00			130 00
		Carried forward					3,610 12 00

Sasanah

4877 Fort St. George 21st April 1842

Names of Villages	Fasliee	An account.				Amount
					Brought forward	3610 12 00
Sasanah Ambogam	1250	For leave to reap Natcheny and Paddy				50 00 00
Kondookoredah	1250	Do. Do. Natcheny		25 00 00		
"	"	Do. to reap and thrash Paddy		30 00 00		
"	"	Do. to crush Sugar Canes		40 00 00	95 00 00	
"	1251	Do. to reap and thrash Natcheny		25 00 00		
"	"	Do. Do. Paddy		40 00 00	65 00 00	160 00 00
Comaloor	1250	Do. to reap Natcheny		15 00 00		
"	"	Do. Do. Paddy		20 00 00	35 00 00	
"	1251	Took out of the Succavee		00 00 00	6 00 00	41 00 00
Allesooram	1250	For leave to reap Natcheny		20 00 00		
"	"	Do. to thrash Do.		15 00 00		35 00 00
Coulayekely	1250	Do. to reap and thrash Natcheny		6 00 00		
"	"	Do. Do. Paddy		20 00 00	00 00 00	26 00 00
Soonnandarah	1250	Do. Do. Natcheny		25 00 00		
"	"	Do. Do. Paddy		100 00 00		
"	"	Do. to crush Sugar Canes		15 00 00		140 00 00
Beempooram	1250	Do. a supply of water from Herandaro Butta		20 00 00		
"	"	Do. to reap Paddy		50 00 00	70 00 00	
"	1251	Do. Do. Do.		00 00 00	40 00 00	110 00 00
Boorooparah	1250	Do. Do. Natcheny		40 00 00		
"	"	Do. Do. Paddy		60 00 00	100 00 00	
"	1251	Do. Do. Natcheny		50 00 00		
"	"	Do. Do. Paddy		50 00 00		
"	"	Took out of the Succavee		18 00 00		
"	"	Exacted from the Curnum and Carjee		12 00 00		
Chamalandy	1250	For leave to reap Natcheny		00 00 00	130 00 00	230 00 00
"	"	Do. Do. Chetta Paddy		00 00 00	9 00 00	
"	"	Do. Do. Common Paddy		00 00 00	8 00 00	
						25 00 00
					Carried forward	4427 12 00

Pondicherry

48/8 Fort St. George 21st April 1842.

Names of Villages	Fusilies	On what account	Rs. a p	Rs. a p	Rs. a p
		Brought forward			4427 12 0
Pooddungheer	1250	For leave to reap Natcheny		28 0	
	1251	Took out of the Succavee		6 8 0	
	"	For leave to reap Paddy		15 0 0	
				21 8 0	49 8 0
Munsoorcotta	1250	Do. Do. Natcheny		25 0 0	
	1251	Do. to thrash Natcheny and reap Paddy		15 0 0	
					40 0 0
Veeyalapatlee	1250	Do. to reap Natcheny and thrash Do.		15 0 0	
	1251	Do. to reap and thrash Paddy		16 0 0	
					31 0 0
Boda Ready	1250	Do. to reap Natcheny	80 0 0		
	"	Do. Do. Paddy	90 0 0		
				170 0 0	
	1251	Do. to reap Saumalee grain from the amount of Succavee		28 0 0	
					198 0 0
Rayeta Cundy	1250	Do. to reap Natcheny		5 0 0	
	"	Do. to thrash Do.		3 0 0	
	"	To postpone the Collections of Riot		10 0 0	
					18 0 0
Cunchierpoorum	1251	For leave to reap Paddy		20 0 0	
Bansanapoottee	1250	Do. Do. Natcheny		10 0 0	
	1251	Do. to reap and thrash Paddy		7 0 0	
					17 0 0
Seiadegan	1250	Do. to reap Natcheny		15 0 0	
	"	Do. Do. Paddy		20 0 0	
	"	Do. to thrash Do.		5 0 0	
					40 0 0
Beepapalingee	1250	Do. to thrash Natcheny and reap Paddy		20 0 0	
	1251	Do. Do. Do.		19 8 0	
					39 8 0
Samarajadoo	1250	Do. to reap Natcheny		15 0 0	
	"	Do. Do. Paddy		25 0 0	
	"	Do. to Crush Sugar Canes		13 0 0	
					53 0 0
Venkatarayapoorum	1250	Do. to reap Natcheny	5 0 0		
	"	Do. to thrash Do.	10 0 0		
				15 0 0	
	1251	Do. to reap Paddy		10 0 0	
					25 0 0
		Carried forward			4958 12 0

Cottoos

1879

Statement of Wm. Hall 18½ 2.

Names of Villages	Trades.	Due Hall account.	Amount
			£ s. d.
Castle Hyndman	1850	To Mr. Wm. Hall for Slate Frame	90 " "
	"	Mr. Mr. Mr. Paddy	32 " "
			5-2 " "
	1851	Mr. Mr. Mr.	18 " "
			70 " "
Castle Hyndman	1850	To a Substitute Miller from the Glenmadamo Mills	" " " 20 " "
	1851	Fee Leave to keep Paddy	50 " "
	"	Mr. to Castle Lager Cows	10 " "
			60 " " 80 " "
		Total Expenses	" " " " " " 5170 12 "

According

Fort St. George 21th April 1842.

According to the above Statement the aggregate amount of the sums proved to have been corruptly received by the Defendant from the Ryots of the above Villages is Pags. 5170-12-0 under the provisions of Section V, Regulation IX of 1822, the Collector does accordingly sentence the Defendant Annajee Row late Tahsildar of the Pookbacondah Sadlook, to pay a fine to Government of Eight (8) thousand Rupees.

Ganjam District,
Collectors Circuit Cutchery,
Itchapore, 4th March 1842.

(Signed) B. A. Bannerman
Collector.

20-21
Order thereon,
Rec'd 2nd May.
Ordered to be brought forward at a future day.

Read

Fort St. George 21st April 1842

Read the following letters.

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

22

From the Collr of Rajahmundry
Submitting the information regarding the Village of Jugagapalyna granum Pruttee paid Saivay on lands of the late Proprietor of Cottapilly Estate as called for by Government in their Minutes of 25th Sept. last and the Board's Proceedings of 7th October 1841.
Rec'd 29th Decr 1841.

Sir,

Para 1. I have the honor to submit the report required by Government in their Minutes of Consultation of 25th September 1841 Para 6, on the remaining property of Vutsavoy Venkatapattyrauze, the late Proprietor of the Cottapilly Estate in this District, the purchase of which Estate on account of Government was confirmed under date the 11th January 1842 by Government.

2. This property consists as follows:-

1st The Jagapattynagaram Village
Pottahs. D. I. M.
containing in the gross total 149. 16. 9.
D. I. M. Geddas.
of which 79. 19. 6. 6. are jeroyettee &
D. I. M. G.
and 69. 17. 2. 10. deductions on account of Village Sites &c.

2nd The Pruttypaud Saivy and
D. I. M.
Garden lands containing 44. 17. 2.

3rd

3rd A Palmyra Garden at Peddapoor containing 8½ Pooties of land.

4th A Cocoanut Garden at the Village of Ellore in the Lingumpurroo Mootah of the Peddapoor Zemindary containing

D.	T.	M.	G.
1.	5.	9.	9½.

5th A Jack fruit tree Garden at Peddasenkarlapoody in the said Lingam= =purroo Mootah.

6th Sundry personal property as per List sent to the Court at Rajahmundry under date 28th April 1831.

3. The Jagapattyragarauru Vil= =lage is not an original one, but was formed in the year 1784 of portions of the Villages of Kirlumpoody and Chillungy of the Kirlumpoody Mootah of the Peddapoor Zemindary, the alie= =nation being made by the then Ze= =mindar Sree Vutsavoy Timma Ja= =gapattyrauze in favor of Vutsavoy Vencatapattyrauze, late Proprietor of Cottapilly. In the year 1819, Cotagherry Neeladryrow.

Neeladryrow, the then Proprietor of the Kirlumpoody Estate, prosecuted the said Vencatapattyrauze in the Provincial Court Northern Division, in A°. 54 of 1819, for= the recovery of the assessment of the land= forming this Village. This suit was given against him and the present Proprietress of this Estate, Cotagherry Boochiah, consecu= =tively in the Provincial Court, Sudr Court and before the King in Council, the gist of the decision being that as the alienation had taken place before the Permanent Settle= =ment was fixed on this Estate, this land formed no portion of the assets on which that permanent Settlement was fixed, that therefore whatever= claim Government might be= inclined to start with respect to this land, it was clear that the present Proprietor of the Kirlumpoody Estate= had no claim to it.

Vide enclosed Copies of the Decrees of Sudr= Court and the King in Coun= =cil A°. 182 as found among the papers of the late Pro= =prietor Vut= =savoy Venca= =tapattyrauze.

4. A question is this now= originated

originated, as what is this Village to be sold? the alienation has certainly not taken place under a Badshahie or Royal Grant, neither was the alienation prior to the 26th of February 1768, it therefore appears to me that under the Provisions of Regulation XXXI of 1802 Government have a right to fix an assessment on it.-

Vide Enclosure - 5.

The Statement marked E, shews the Settlement and Collections of the Jagatpatty nagaram Village during the last Eleven years, or since the death of Vutsavoy Vencata Patty nauge - A great portion of this Village has always been treated as dairy land or land under the Cultivation of the owner or Renter, and the general ruin, which has fallen on the Renters in this District during the last few years, has been the cause of the decline of this Village - If according, to

Vide Enclosure to the Statement B. the Settlement and Collections of fasly 1842, which was a complete year of famine, be excluded, the average settlement of ten years will be found to be Rupees 1,877 - 13 - 5. and the average Collections Rupees 1,369 - 8 - 6. In the prosecution before the Courts, the annual assessment claimed was Rupees 3,080 - 15 - 5 which was preposterous, though I am inclined to consider the present averages below the intrinsic value of the Village still to deviate from these greatly would be incorrect, and I am not prepared to recommend it, though I think, looking at the capabilities of the Village as varying from Rupees 1900 to Rupees 2400 an average valuation of Rupees 2100 might be assumed, of which two thirds or Rupees 1400 would be the portion to be fixed, as the assessment - If therefore my

my view of the case is consistent with the intentions of Regulation XXXI of 1802, and Government decide that it has a right to fix an assessment on this Village, I beg leave to recommend that I should be authorized to advertise it for sale subject to an assessment of Rupees 1,400, and that I should be authorized to bid on behalf of Government to that extent. This Village has not sufficient Ryots at present, and its resources in water are dependent on the neighbouring proprietary Estates with which it is surrounded, I am of opinion therefore that it would not be a very desirable purchase on account of Government, though a valuable acquisition to the Proprietors with whose Estates it is mixed up, particularly Kirlumpoody.

6. The Pruttypaud rainy and Garden land was granted —

by-

†Vide Copy and translation No. 3.

by a Sunnud† Dated 10th of Chaitra Soodha of Bhavah year or 1754 by Vutsavoy Roya Jagapattyrauze, the then Zemindar of Peddapoor, to Vutsavoy Paupiarauze, father of the said Venkatapattyrauze. During the life time of the said Venkatapattyrauze, this land was held by Dauttah Ramakistamrauze, who still holds it at an annual rent of Rupees 250. After the death of the said Venkatapattyrauze, the said Dauttah Ramakistamrauze laid claim to this land as having been given to him entirely by the said Venkatapattyrauze, but had this been the case, the original Sunnud of the land would also have been made over to him. The Statement C,

Vide enclosure.

shows the Cist and Collections, realized from this land during the last Eleven years, the rent of Rupees 250. having been definitely fixed by Mr. Crawley in

justy

July 1244, with reference to the right
of the said Dantlah Ramakistnarauze
to hold the land during his life time,
under the documents he had received
from the said Ramakistnarauze.
which decision was subsequently -
upheld by Mr. Lewin by an order under
date 11th January 1836.-

7. Under these circumstances
it appears to me, that during the life
time of the said Dantlah Ramakis-
-tanrauze, this land had better not be
sold but that Government should conti-
-nue to receive the rent of it in ligui-
-dation of the demand against the Cottapilly
Estate. After the death of the said Dantlah
Ramakistnarauze, this land might be put
up to sale, Government professing the power
of bidding for it to the extent of balance
which may then be outstanding.

8. The three Gardens -
at

at Peddapoor Ellore and Pada Senkar-
-lapoody, are all irregular alienations
made by the said Venkatapattyrauze
himself, when taking a part in the
management of the Peddapoor Ze-
-mindary. The revenue derived from
them since the death of the said
Venkatapattyrauze, has been very -
small, and I think now they must
be allowed to revert to the Jeroyettee
land of the Villages, of which they
formed a part before their alienation.

9. The Articles originally
attached and under the orders of
the Court at Rajahmundry are -
of very trifling value.

Zillah Rajahmundry.
Coll[r]s Circuit Cutcherry
Cundavilly. ----
28th March 1842.

Signed/ G. H. Smith
Collector

The

The Decree of the Court of Sudr Ada=
=lut Provincial Court for the Nor=
=thern Division Original Suit No.51 of
1819 Court of Sudr Adalut ..... No.4 of 1823

Appellants

Cotagerry Boochiah
widow of the late
Rajah Cotagherry
Neladry Row Zemin
=dar of Kirlumpoody
and
Rajahrow Vencata
Neladry Row Ze=
=mindar of Peddapoor

Versus

Rajah Vutcha=
=voy Vencatapully
Rauze Zemindar
of Cottapully

Vakeels

Sreenuwasachary
Appiachary
and
Moatoosawmy Sastry

Vakeel

Tirmulrow

[Signed] J.H.D. Ogilvie
Jno. Alex. Grant
G. Gowan

L.S.

Rajah Cotagherry Neladry
row the Zemindar of Kirlumpoody in
the

the Collectorate of Rajahmundry and
Zillah of Masulipatam on the 24th of
December 1819 sued Rajah Vutchavoy
Vencatapully Rauze the Zemindar of
Cottapilly in the Provincial Court
for the Northern Division to recover
177 Veesums of Malgoozary Land
constituting the hamlet of Juggaput=
=tynagaum under the Village of
Chillumghy within the Mootah of
Kirlumpoody alleged to yield a
yearly Sist or Revenue of Rupees 3233 Rs. a. p.
and 9½ Pice. The Sum of 6466 - 1 - 3.
was also claimed on account of
damages for being deprived of the
Revenues of the said hamlet during
the year Vegodanya and Premady or
from 12th July 1818 to 11th July 1820.
The Provincial Court by a Decree
dated 18th of November 1822 dismissed
the claim with Costs against Cotagerry Boochiah

the

the widow of the Zemindar of Rajah Cotageery Neeladry who died pending the Trial.-

Cotageery Boochiah appealed from this decision to the Court of Sudr Udalut by Petition dated 14th February 1823 and her separate Pleadings in explanation of her special grounds for appealing together with the answer of the Respondent have been heard and filed of record.-

Stree Rajah row Vencata Neeladry row the Zemindar of Pettapore being in possession of the Mootah of Kirlumpoody was admitted as a joint appellant by the proceedings of the Sudr Udalut dated 10th March last and his supplemental Petition of appeal was filed on 7th April 1825.-

The 1st Appellant is the widow of the late Rajah Cotageery Neeladry row who was a son of the Sister

of

of Stree Rajah row Vencata Neeladry row the Zemindar of Pettapore, and the respondent is distantly related to the Zemindar of Peddapore and described as the Zemindar of Cottapilly.

The subject of contention between the parties in this case may be thus briefly stated - The Zemindar of Peddapore owing an arrear of Revenue to Government, the Collector of Rajahmundry attached a portion of his Zemindary denominated the Mootah of Kirlumpoody and on 21st September 1818 disposed of it at public Auction Stree Rajah row Vencata Neeladry row the Zemindar of Pettapore, became the purchaser of this Mootah for the sum of 31,500 Rupees, and he on 27th April 1819 sold it at an advanced price or for 33,500 Rupees to his sisters son the late Rajah Cotageery Neeladry row - Previous however

to

Fort St. George 21st April 1842.

to this latter transaction the said Venca=
=ta Neeladry row, in the month of December
1818 attempted to realize certain rents
which he considered to form a part
of the resources of his newly purchased
Mootah, arising out of Lands appended
to an hamlet named Juggaputtynagarum
under the Village of Chellunghy within
that Mootah, but which the Defend=
=ant on 22nd of the same month resisted
on the plea that the said hamlet
which he designates as a distinct and
independent Village and no hamlet
was his private Serva Baumiem pro=
=perty having occupied and enjoyed
it as such from the year Vilumby
or 1778, under a Deed of Gift conferred
by Stree Vutchavoy Timma Juggaputty
rauze, the then Zemindar of Ped=
=dapore.-

The point at issue between
the

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the parties is confined to the fact of
the lands constituting the hamlet or
Village of Juggaputtynagrum having
been subject to the payment of a Tax
or Revenue to the Government or to
the Zemindars of Peddapore until the
date of the sale of the Mootah of
Kirlumpoondy.-

Four Witnesses on the part
of Appellant have solemnly sworn
that the Lands in question have=
ever been subject to the payment of
Revenue until the sale of the Mootah
took place, and five Witnesses for
the respondent have as solemnly sworn
that the lands were waste and Jungle
in 1778, and that from that year,
up to the present date no public=
revenue was ever drawn from them
It may however be remarked that
the Appellants' Witnesses in their
testimony

testimony, testify that the Respondent held the situation of a Manager in the Peddapore Zemindary, and as the rents of the whole Zemindary went through his hands they may have confounded his private rights with the public re=
=venues. It is worthy of observation and of surprize that not one of the persons who cultivate the Lands in dispute, and who must pay their rents either to the Zemindar or to the Man=
=niagar, have been named or examined for either party.-

On the part of the appellant several exhibits were filed, and ac=
=cording to those bearing Nos. 18 and 19, it would appear that in the year 1784 the lands of the Villages of Kir=
=lumpoondy and Chillunghy measured in extent 1239. Veesums of every denomi=
=nation whatever and that the average of eight years collections shewed that the

the revenues for one year amounted to 4,713 Madras Pagodas, 24 Fanams and 56½ Cash, equal to 18147 Rupees.-

By the allegations of the first appellant and the testimony of her witnesses, the hamlet of Iyggaputtynagarum was not created when the accounts Nos. 18 and No. 19 were prepared by the Committee of Circuit consequently it must have been established subsequent to the year 1784.- It is further pleaded by the appellants that the lands constituting the hamlet, were taken from those belonging to the Villages of Kirlumpoondy and Chillungy, but the quantity drawn from each of those Villages is not declared, and according to the Testimony of the appellants witnesses a complete dis=
=tinction was observed in the Accounts of the above Villages since the

year

year Sukila or 1809, when the revenues
commenced being rendered to the Ze
=mindar as a hamlet. If all these al=
=legations be true the lands belonging
to the Villages of Kirlumpoondy and
Chillungy would at the present date
exhibit a total diminution of 257 Veesums,
which the Witnesses have testified are
the contents of the disputed hamlet
and each Village Accounts would shew
respectively what extent of land has
been abstracted from it to form this
hamlet.-

The testimony of the Curnums
Davoolapully Ramachendroodoo, and
Sittyavala Pantloo in their respective
depositions Nos 48 and 49 shew that the
present extent of the Villages of Kirlum=
=poondy and Chillungy corresponds ex=
exactly with what it was accord=
=ing to the foregoing Accounts Nos 18
and No 19, or of 682½ Veesums
of land in the former Village,
and

and of 556½ Veesums of land in Chillungy
being for both Villages 1239 Veesums, which
is one proof that no land, at least
from Kirlumpoondy has been abstracted
to form the hamlet of Jugga puttyna=
=garum since the year 1784 and therefore
that credit is due to the Statement
of the Respondent, that the Village
was constituted in the antecedent year
of 1778, for it is obvious, that if lands
were taken from both Villages, and
the joint Lands thus produced were
formed into hamlets dependent on
one of those Villages, the accounts
of the present day would exhibit
a diminution in the extent of one
Village, and a surplus in the extent
of the other, including the hamlet,
when compared with accounts of a
date anterior to the transaction.-

The testimony of the above
named Curnums respecting the
revenues of the above Villages
shews

shews that by the settlement made in 1821 the sist of kirlumpoondy was 1703 Madras Pagodas equal to 6545 Rupees and that the sist of Chillungy was 1450 Madras Pagodas, equal to 5582-8- Rs. a. being 12127-8 Rs. a for both Villages If to this sum be added the annual revenue claimed from the hamlet in dispute or 3233-4-9½ Rs. a p, the aggregate of these sums would amount to 15360-8-9½ Rs. a p being less by 2786-7-2½ Rs. a p than the statement recorded by the Committee of Circuit as the average yearly revenues derived from the two before named Village, previous to the year 1784. The accuracy of the sums entered in the accounts Nos. 18 and No. 19, as the average yearly revenue may therefore be questioned, a circumstance which the Respondent by motion dated 1st February 1822 to the Provincial Court proposed to illustrate, by filing an exhibit which he had obtained from the Office of

of the Collector, wherein it was registered that the yearly revenues fixed as payable to the proprietor of the Kirlumpoondy Mootah, were for the Village of that name 4,606 Rupees and for the Village of Chillungy 5,292 Rupees, total 9898 Rupees thus shewing that these sums were beyond all reasonreconcilable with the accounts Nos. 18 and No. 19 being short of the amount therein inserted as the average yearly revenue, in the comparatively enormous sum of 8249 Rupees. This exhibit the Court are unable to refer to in the light of evidence as the Provincial Court refused to admit of its being filed, but it appeared calculated to shew that the amount of the permanent land revenue which the Collector fixed should be assessed in the Mootah of Kirlumpoondy under the provisions of Section VI. Regulation XXVI of 1802 could not contemplate

contemplate the revenues of Juggapully-
=nagarum as constituting any part of
the revenue for the Village of Chillungy,
which according to its Curnum's account
in his Deposition No. 49 was assessed
at the sum of 5,582-8 for the year 1821,
or 290½ Rupees more than the public
accounts would appear to shew it had
been accustomed to pay.-

The Accounts Nos. 18 and 19 bear
the signature of the Collector of Rajah-
=mundry in authentication of their being
correct copies. No witness was examined
who had compared these copies with
the originals although in the Law of
evidence it is a general rule that copies
of papers authenticated by an authorized
officer are good evidence of the contents
of the originals without any proof
of their being examined copies, yet
when such copies are from originals
in a language foreign to that of the
authenticating

authenticating authority it is always
desirable, that Witnesses who had ex-
=amined such copies with the originals
should be heard in proof of their ac-
=curacy particularly in cases where the
opposite party may contest their cor-
=rectness. These Accounts however if
they had been proved to be exact
copies of oral testimony, are not calculated
to prove that the lands in dispute were
subject to assessment, for as already
observed the same extent of lands
that appertained to Kirlumpondy
and Chillungy in 1784 when those
Accounts were prepared is still appertain-
=ing to those Villages, and the Court consi-
=der it to have been very satisfactorily
proved that no alteration in the extent of
those Villages has taken place subse-
=quent to the year aforesaid.-

The Provincial Court in
their Decree have justly observed
that by the Appellants own documents
Nos

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Nos. 20, 21 and 22 it is clearly shewn t
the Respondent held possession
the lands in dispute several years
a Serva Maunium Tenure previous
the sale of the Kirlumpoondy Mootah.-

The Court feel satisfied
that the Testimony on the part of the Re
=spondent in proof of the Deed of
Gift No. 36 dated 10th. of the increase
of the Moon in the Month of Vyska
=kum year Velumby corresponding wit
about May 1778, upon which he rests
his title to hold the disputed Land,
at any rate as respectable as that ad
=duced for the appellant; and comp
with the circumstance that the estate
of the Lands of Kirlumpoondy and
Chellungy remain now as they stood
recorded in 1784, the Court are disposed
to attach much credit to the evidence
for the Respondent which goes to she
that the Lands constituting the Villag
of Iyyaputtynagarum were drawn

From

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from the above Villages in the year 1778
as this fact easily accounts for the docu=
=ments Nos. 18 and No. 19 not exhibiting
any variation from the accounts of the
present time such as they must have
done if the hamlet had been created
subsequently to 1784.-

With reference to the legality
of the transfer at the above period in
1778 under the Provisions of Regulation
XXXI of 1802 the Provincial Court have correctly
remarked that it is the province of the
Collector and not the Zemindar to call
it in question.-

The Court of Sudr Adalut for
the above reasons do fully concur in the
judgment of the Provincial Court, and
dismiss the appeal.-

The first appellant having
admitted that the second appellant is
in possession of the Mootah of Kirlumpoondy
from the circumstances of her having instituted
suit No. 34 of 1824 in the Provincial

Court

— — Court for the Northern Division for the recovery thereof, the Court deem it proper in the present stage of that claim, to adjudge that the second Appellant shall discharge the Costs in appeal attending such part of this claim as seeks for the recovery of the hamlet aforesaid and that the 1st Appellant shall pay costs respecting the demand for 2 years profits according to the subjoined Statement.

1st Appellant.

1st Appellant.—

Fees payable to her Vakeel Sreenuwasachary and Applachary on Rupees 9700 calculated according to Clause first Section XXV Regulation XXV of 1810 ——— 344 " "

Fees payable to Respondents' Veekeel Termul Row in proportion on Rupees 6466 ——— 229 4 11 ——— 573 4 11

Value of Stampt: paper filed by 1st Appellant, viz.t

1 Roll for Vakalutnamah — 2 " "

1 Do. for appeal Petition — 250 " "

3 Rolls for Special grounds of Appeal Petition } 12 " "

——— 264 " "

Value of Stampt paper filed by Respondent, viz.t

1 Roll for Vakalutnamah 2 " "

5 Rolls for Answer ——— 20 " " ——— 22 " " ——— 286 " " ——— 859 4 11

Carried Over ——— 859 4 11

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Brought over 8594

Costs incurred in the —
Provincial Court —
Costs of the Plaintiff —— 709 " "
Do. of the Defendants —— 419 " "

1128 " "

2nd Appellant, 1987 4

Fees payable to his Vakeel
Mootoosawmy Sastry on —
Rupees 3233 —— 162 10 4
Fees payable to Respondents
Vakeel Vemal row —
in prospection —— 114 11 1

Value of Stampt paper —
filed by Appellant Viz.t —
1 Roll for Vakalutnamah 2 " "
2 Rolls for supplemental Petition 8 " "

10 " "

2877 5 5

Total Rupees two thousand two
hundred and seventy four
annas ten and Pice four, Rupees 2274 10 4

Given under my hand and the seal
of the Court this fifth day of May in the
year of our Lord 1825
By order of the Court of Sudr Adaw
/signed/ W. Huddleston
Register
A.C.

Fort St. George 21st April 1842

No. 2.

In the Privy Council

In appeal from Madras

Between

Sree Rajah row Vencata Niladry Row } Appellant

and

Vutchovy Venkatapatty Rauze .. Respondent

Judgement

of the

Judicial Committee of the Privy Council

27th June 1834

The Chief Judge of the Bankruptcy Court &c.

This was an appeal by Sree Rajah row Vencata Niladry Row against a Decree of the Sudr Devanny Adawlut at Madras confirming a Decree of the Provincial Courts of the Northern Division.

The subject in dispute is the title to the rents and profits of a hamlet called Suggaputty nagarum, consisting of one hundred and seventy seven vissums of land, locally situated within

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within the Mootah of Kirlumpoody which w
formerly part of the Zemindary of Pedd
:poor within the Zillah of Rajahmund

In the year 1818 the revenue
payable by the Zemindar of Peddapoor
having fallen in arrear the Mootah of
Kirlumpoody was sold by the Collect
to satisfy the arrears. The Appellant
became the purchaser, but in 1819 resol
the Mootah to his nephew Cotaghery
Niladry rao who thereby as correctly
stated in the Appellants case was subs
:tuted for the Zemindar of Peddapoor
would be liable to the Government
for all future assessments upon the
Mootah and would be entitled to rece
from the ryots all the rents which
the time of the sale were payable to the
Zemindar of Peddapoor. The Mootah
originally consisted of two villages on
Kirlumpoody and Chilling about the
year 1784 a jungle lying between the two

Villages

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Villages partly situated in one and
partly in the other was cleared and brought
into cultivation and formed into a distinct
hamlet under the name of Suggapatty
Nagarum. This hamlet was at the time
of the sale and had been for some time
[but for how long was a matter of dispute]
in the occupation of the Respondent
(Vutchavoy Venkatapatty raze) who had
received and appropriated to his
own use the rents and profits of the
lands. Cotaghery Niladry rao conceiving
that he was entitled to the rents of this
hamlet as parcel of the Mootah of Kirlum
:poody which was purchased filed his
Plaint in the Provincial Courts in the
Northern Division against the Respondent
and claimed the rents received since the
date of the sale amounting to 6,466 Sicca
Rupees and 1 anna and 3 piece. The Respondent
resisted the claim and defended his
right to the rents by virtue of a grant
made in 1778 by Raja Sree Vutchavoy
Suggapatty raze the [Respondent] then
Zemindar of Peddapoor by which the

raja

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raja declared that he had given to the Respondent as manyam one hundred and eight vijsums of land which had now been cultivated and which was overrun with wood situated between the two villages of Chillung and Kirlumpoody appertaining to the Talook of Kirinnoor and that the respondent was to cut down the Jungle on that ground and build thereon a village bearing the raja's name.—The Plaintiff insisted that the Zemindar had no right to alienate as manyam any land upon which the permanent assessment of the revenue to Government had been fixed and as the permanent settlement had been fixed on the Talook of Peddapoor on the basis of the Circuit Committee's account and as these lands were included in those accounts, the Respondent had no right to the rents of lands which formed part of the Mootah and had been conveyed to him by virtue of the public sale of the Zemindar's rights therein.—

Upon

Fort St. George 21st April 1842

Upon the hearing of the Pleadings read the Provincial Court required that amongst other things the Plaintiff should prove that the lands he claimed were strictly Sevoyetty lands at the period of the Permanent Settlement with the Zemindar of Peddapoor.—

The Plaintiff accordingly produced extracts from the accounts of the Circuit Committee for the Villages of Kirlumpoody and Chillung and other documents with a view to establish that fact and to shew that the revenue had been actually collected from the hamlets of Jaggapulty nagarum as part of the Mootah of Kirlumpoody, and he also examined several witnesses with a view to prove the same fact and also to shew that the revenue had been collected from the lands in Jaggapulty nagarum for the Government and that till within a very few years the Zemindar and not the Respondent had received the rents of the hamlet.—

The Respondent in his

defence

defence produced the puttah or deed of
1778 the Substance of which I have alre
stated by which as he alleged th
Raja Juggaputty raze conveyed to h
the land in dispute purporting to
be signed by the Raja but without
any attestation and he examined se
veral witnesses one of whom deposed t
his having himself written the puttah
the year 1778 and seen raja Juggaputty
raze sign and seal it and two other
witnesses swore that they were also pres
and saw it executed some of his witnes
also swore to the land having been Jungle
and uncultivated at the time of the
grant and that the Respondent brou
it into cultivation and built a tank
and had enjoyed the profits of it s
eversince some of them also swore
that the land of Juggaputty nagaru
was not included in the accounts of
the Circuit Committee and that it ha
never paid any rent or revenue to the
Zemindar or the Government, and for the
purpose

purpose of satisfying the Court that the land
in dispute was not included in the admea-
surement specified in the accounts of
the Circuit Committee, the Respondent
Petitioned the Court to have the lands
measured and to compare the actual ad
measurements with the quantities speci-
fied in the accounts of the Circuit Committee
The Court declined to delay the Judgment
for the purpose of admeasurement, and on the
18th day of November 1822 pronounced its
Decree in favour of the Respondent
dismissing the Plaintiff's suit with co
Costs upon the ground that the puttah
set up by the Defendant was sufficie-
ently proved by his witnesses and
was not impeached by the evidence
on the other side, and that it was
clearly proved by all the evidence
that the Respondent had been in posession
of the land some years before the sale
and that the Plaintiff had failed to make
out that the lands in question were either
included in the Circuit Committee accounts

or

or that it formed part of the Jeroyetty or land of the Peddapoor Zemindary when the permanent assessment was fixed and therefore that if the lands were held by an invalid title it was for the Collector and not the Zemindar to call it in question.—

Pending the Proceedings the Plaintiff Catagherry Niladay now died and an appeal having been preferred by his widow before the Sudr Dewanny adawlut the present Appellant was admitted as joint appellant with her and on the 5th of May 1825 the Sudr Dewanny Adawlut pronounced its decree concurring in the Judgement of the Provincial Court and dismissing the appeal against these Decrees the present has been made to His Majesty in Council: and the appellant contends that those Decrees should be reversed for the reasons stated in his case of appeal and it was pressed with great ability in the argument, that as all lands *prima facie* are subject to the payment of Revenue to the Government and

and as these lands were admitted to be locally situated within the Mootah of Kirlumpoody and to have appertained to the villages of Kirlumpoody and Chullung the land must be assumed to have been included in the permanent assessment until the contrary be proved. That the Provincial Court therefore was wrong in casting the onus of proof on the Plaintiff below and that as the Defendants had not made out any legal exemption the Plaintiff was entitled to recover the rents he claimed or at all events to have his case reconsidered. But that, if the burthen of proof had been properly cast on the Plaintiff that evidence so proved that the lands in question were included in the permanent assessment as jeroyetty lands in 1818.—

Without entering into the question whether the Provincial Court was right in calling upon the Plaintiff to prove that the land in question was jeroyetty land included in the permanent

permanent assessment of 1802 or whether the Plaintiff below might have been justified in resting his claims upon the Prima facie case which he now contends would have been sufficient to cast upon the Defendant the burthen of making out his exemption it is enough to remark that the Plaintiff in his Plaint rested his case upon the fact that the lands inquestion were included in the permanent settlement as jeroyetty lands That when the Provincial Court required him to establish that fact in proof he made no objection to the course prescribed but produced documentary and Oral testimony to establish the fact as alleged in his Plaint which was met by contradictory evidence on the other side; and that although the Decree of the Provincial Court rested mainly upon the negative ground that the Plaintiff has failed to prove the fact alleged yet that the objection now taken formed no part of

of the complaint upon appeal to the Sudder Dewanny Adawlut but that the ground relied upon was that the Plaintiff below had clearly proved that the lands in question were included in the Circuit Committee accounts. But the most conclusive answer to this objection is found in the Judgment of the Sudder Dewanny Adawlut which proceeded upon the opinion of that Court that upon whole of the evidence before them the hamlet of Suggapully nagarum was not included in the permanent settlement and that the Defendant had made out in proof his title to the rents which the Plaintiff might recover unless therefore it can be shown that the Sudder Dewanny Adawlut formed an erroneous Judgment upon that head it will be unnecessary to enquire whether the burthen of proof rested upon the Plaintiff or Defendant.

The puttah under which the Defendants claimed was sworn to by three witnesses present at its execution and was only impeached by inference

drawn

drawn from disputed facts and both the Provincial Court and the Sudder Dewanny Adawlut considered the instrument satisfactorily proved to be genuine, & That the Defendant had been in possession of the disputed land for some time prior to the sale was admitted even by the evidence produced by the Plaintiff himself that he had occupied it from the date of the puttah in 1778 had cleared it and brought it into cultivation, and had always held it clear of rent and revenue; was directly Sworn to by several witnesses, whose evidence, though opposed by conflicting testimony, was credited by the Court below.

Now although the ÷ of the puttah would be an answer at once to any claim set up against the Government whose right to set aside the grant is clearly reserved by the Regulations yet as at the date of the grant the lands are admitted to have been waste and uncultivated, it was perfectly competent for the Zemindar to alienate them; and

and in the letter from the Board of Revenue upon which the Plaintiff relied in his Plaint it is admitted that the Zemindar has no interest in any lands excluded from the assests upon which the permanent assessment was fixed.—

The permanent Revenue was assessed upon the lands included in the accounts of the Circuit Committee. The Respondent alleges that the lands in question are not included in those accounts, and therefore that they were not included in the permanent settlement. The accounts are produced the hamlet is not specified by name but an explanation is given and evidence produced to shew that these lands were included in the jenoyetty lands of the villages of Kulumpoody and Chillungy. The Provincial Court thought that the evidence did not make out that fact, the Sudder Dewanny adawlut were of opinion that upon the whole evidence they were not included in the settlement.—

And

And their Lordships are of opinion that they ought not to disturb the Judgement of the Court below unless they are satisfied that their conclusion upon this fact is erroneous. They have examined the evidence on both sides with much attention and have applied to it the observations urged during the argument, and although I am not authorized to say that the evidence convince their Lordships that the lands in question were excluded from the Circuit Committee Account, I am directed to express their Lordships unanimous opinion that there is nothing in the case which enables them to decide that the Sudr Dewanny Adawlut was wrong in coming to that conclusion.

Their Lordships therefore feel it to be their duty to advise His Majesty to dismiss the appeal with Costs.—

No 3.

A Puttah or Deed of donation executed by Sr Stree Rajah Vutchavoy Roy Iuggapaty nauze to Stree Vutchavoy Paupiah nauze under date Thursday the 10th of Chaitra soodh sun in Bhava year

year corresponding with Salevahana Sacum 1676.—

By virtue of this Puttah, I hereby grant you the following portions of land in Puttapaudoo village attached to Kimmoor Purganah.—

6 Poottics of land near the sluice on the east side of a Tank called Poottedy Cheroo.—

2 Do of low Do called Tatemanoo pumpoo—

8 Do Do within the Tank.—

16

As these sixteen Poottics of land are granted to you in the name of Stree Puttabeerama Swamy God you are to appropriate them at your own discretion, cutting out the Shrubs &c. contained in the Toonimaltaleedoo attached to the aforesaid Tatemanoo pumpoo as well as in the land within the Tank and enjoy the Produce thereof as long as your posterity exists or as long as the Sun and Moon extend their duration and be safe.—

By supporting others charity a person will derive greater merit than that derived by his own charity.—

/Signed/ I.

/True Copy & Translation/

/Signed/ G. A. Smith
Collector

Statement

4924 Fort St. George 21st April 1842

A Statement shewing the settlement and Collections of the Jagapatynagrum Village during the last eleven years or since the death of the late Vutsavy Vencataspaty rauze.—

No.	Fuslies	Settlement		Collections		Remarks.
1	2	CRs 2	as 2	CRs 3	as 3	4
1	1240	2,544	11 11	2,425	10 4	
2	1241	1,210	4 3	1132	11 4	
3	1242	357	12 "	331	7 "	
4	1243	2,332	" "	1,812	" 4	
5	1244	2,493	" "	2,046	13 2	
6	1245	2,156	13 9	1,768	8 6	
7	1246	1,974	8 "	570	11 7	
8	1247	2056	11 2	1159	2 "	
9	1248	1,625	" "	1,624	" 4	
10	1249	760	" "	573	12 "	
11	1250	1,625	" "	581	15 10	
	Totals	19,136	2 1	14,026	11 9	

Zillah Rajahmundry
Coll.r's Circuit Cutcherry
Cundavilly 28th March 1842

Signed G. A. Smith
Collector

Statement

4925 Fort St. George 21st April 1842.

B. Statement shewing the settlement and Collections of the Jagapatynagrum Village during the last ten years exclusive of the famine year of fusly 1242 and the average thereof.—

No.	Fuslies	Settlement		Collections		Remarks
1	2	CRs 2	as 2	CRs 3	as 3	4
1	Total of eleven years from fusly 1240 to 1250 both inclusive as per detailed Statement A	19136	2 1	14.026	11 9	
2	Deduct of fusly 1242 being the year of famine	357	12 "	331	7 "	
	Total Remaining of ten years	18.778	6 1	13.695	4 9	
	Average	1877	13 5	1369	8 6	

Zillah Rajahmundry
Coll.r's Circuit Cutcherry
Cundavilly 28th March 1842

Signed G. A. Smith
Collector

Statement

4926 Fort St. George 21st April 1842.

C. Statement shewing the Settlement and Collections of Pruttypaud, Dairy and Garden lands during the last eleven years since the death of the late Vutsavoy Vencatapaty rauzo.

No.	Fuslies 1	Settlement 2	Collections 3	Remarks 4
		C.R. a p	C.R. a p	
1	1240	258 14 6	258 14 6	
2	1241	200 " "	190 3 "	
3	1242	170 " "	170 " "	
4	1243	224 " "	224 " "	
5	1244	250 " "	240 " "	Steps have been taken for the recovery of the small balances of these fuslies
6	1245	250 " "	224 12 "	
7	1246	250 " "	231 14 "	
8	1247	250 " "	250 " "	
9	1248	250 " "	250 " "	
10	1249	250 " "	212 " "	D° D° of the small balance of this fusly
11	1250	250 " "	144 8 "	The balance of this fusly has since been realized.
	Total	2,602 14 6	2,396 5 6	
	Deduct of fusly 1242 being the year of famine	170 " "	170 " "	
	Remaining of ten years	2,432 14 6	2,226 5 6	
	Average	243 4 8	222 10 2	

Zillah Rajahmundry
Collectors' Circuit Cutcherry
Cundavilly 28th March 1842.

E. E. Bo. /Signed/ G. A. Smith
Collectar

Order

(22-23)

Order thereon — Ordered to be sent again in circulation.—

Read again in Cons. 28th April

To

The Secretary

to the Board of Revenue

Fort St. George

From the Collector of Rajahmundry } Sir

Para 1 I have the honor to submit for the information of the Board of Revenue

(24) Copy of a letter received from the Judge of the Udalut Court at Rajahmundry dated the 28th Instant urging the necessity of my soliciting again the instructions of the Board of Revenue with reference to my application of 24th August last and request that the necessary authority may be furnished to me to remit to the Court the sum of Company's Rupees 2,4074-9-4 being the amount of their Warrant on account of the Sudr Courts' Decree in Suit No. 10 of 1838 regarding the Nagaram Mootah ijoued against the Zemindar of Pittapoor as requested by me in the last Para of any letter of 28th October last.—

2. I beg at the same time to state that

that the instructions conveyed to me in the Board's Proceedings of the 23rd December last to remit to the said Court the sum of Company's Rupees 29,174-3-9- refer to another Warrant ijoued by the same Court against the said Zemindar on account of Suit No. 11 of 1828 of the Sudder Court's file regarding the profits of four years of the Kerlumpoody Estate alluded to in my letters of 28th October and 17th November last.—

Collectors Circuit Cutcherey, } Signed/ G. A. Smith
Penogondah 30th March 1842 } Collector

A

To The Collector of

Rajahmundry

Sir

Having been called upon twice within the last three months to report what steps have been taken to execute the Decree in O. S. No. 10 of 1838 Sudr Courts file allusion to which as the Nagarum case was made in your letter of the 5th January last, I have the honor to request you will have the goodness to solicit an answer to your application to the Board of

4929 Fort St. George 21st April 1842

of Revenue as repeated Precepts are being received both by this Court and the Provincial Court requiring reports on the subject.

Rajahmundry Zillah Court,
28th March 1842 ——— } /Signed/ J. A. Anstruther
Judge

/True Copy/
/Signed/ G. A. Smith
Collector

Proceedings thereon— In Para 5 of the Collector's letter
In Cons. 18th Oct. 1841 dated the 28th October last referred to in the

(24-25) foregoing communication, it is stated that the funds in hand on account of the Pittapoar Zemindary to the end of November 1841 would be nearly if not quite sufficient

Kilumpoody 29174-5-9-
Nagaram 24074-9-4
53248-13-1 to meet the demands of the Courts both on account of the Kilumpoody and Nagaram Estates amounting in the aggregate to Rs. 53,248-13-1 but as the exact state of the case as regards the funds of the Zemindary is not yet known, the Board resolve to await the receipt of the Collector's report called for on 4th instant before authorizing the payment of Rs. 24074-9-4 on account of the Nagaram Mootah for which sanction is now requested the Collector will therefore apply for leave to defer complying with the terms of the Court's Warrant on account of the decree in Suit No. 10 of 1838 until he shall have been furnished with instructions upon his report.——

To

4930 Fort St. George 21st April 1842.

To

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

(26)

From the Collector of Rajahmundry submitting for sanction copy and translation of a Pauper complaint filed in Adalut or Court at Rajahmundry against the Collector with Draft of proposed answer to it

Sir

Para 1. I have the honor to submit, for the consideration of the Board of Revenue, a copy of a Complaint filed against me in the Court of Adalut at Rajahmundry, by one Ambarkhanah Ramacroodamah, Pauper Plaintiff, for the recovery of 13 Pootties of land in the Nagumpilly Village, of the Nagumpilly Estate, which he alleges to have been granted to his father on a light Cuttoobady Assessment, by Tolaty Ramarauze, a former Proprietor of this Estate, in the year 1816. or fusly 1226.

2. This Estate was purchased by Government in the year 1832, when this land was under Jeroyettee, as it had been under the two preceding Proprietors or from the year 1822 in fusly 1232; it does not appear to me, therefore, that there is any course left, but for me to

to solicit that the sanction of Government may be obtained for carrying on the defence of this suit at the public expense, the grounds of the defence being first, that the original alienation of the land was contrary to Regulation XXX. of 1802. Section XV, the land having been Jeroyettee and not waste, and second, that had the alienation of the land originally been correct, the tittles under which, it was made, have been rendered null and void by the fact of the full Jeroyettee Assessment having been paid on it for upwards of twelve years, the period prescribed by Regulation XXXI of 1802. Section IV beyond which such tittles to exemption from the payment of Revenue do not hold good.

X Vide enclosed draft of proposed answer No 2.

Gillah Rajahmundry,
Collector's Circuit Cutchy,
Penogondah 1st April 1842.

/Signed/ G. A. Smith
Collector.

To

The Court of Udalut
of the Zillah of Masulipatam.

A Complaint filed by Ambarkhanah Ramakroostamah of Paroopettah at present residing at Rajahmundry / and earning livelihood as Volunteer / Pauper Plaintiff against G. A. Smith Esqre Collector in the Zillah of Rajahmundry. Defendant.

The late Proprietor of Nagumpilly Mootah named Solaty Ramarauze had granted to my father, late Peddaroydoo, 13 Pooties of Beed Bunger land, which did not retain the water but was occupied by the wild Bamboo plants between the two Tanks called Devanee Chervoo and Tirmul Chitty Ramoony Chervoo, lying on the north of the Village Nagumpilly, attached to the said Mootah, with a Permanent Puttah under date the 15th day of Phagoona soondha, Monday of the year Dhatah or fushly 1226. specifying the boundaries of the said land, and stating that my father should enjoy it from prosperity to posterity under Regulation XXX of 1802. Section XV by paying to the

Fort St. George 21st April 1842.

the circar a Permanent Cuttoobady at the rate of one Pogoda per each Pooty of land per Annum, amounting to 13 Pogodas to be discharged by two instalments namely — 6 1/2 Pogodas on 30th December, and 6 1/2 on 30th March.—

2. Whereupon my father expended 300. Pogodas for erecting a Pudduo Chervoo Tank called Gandavany Chervoo, with Brick Sluices and cutting the wood and brought the said land into a State of Cultivation gradually by repairs, and then he Cultivated it in fusslies 1227. and 1228. or the years Eswarah and Bahoodaniah, but though he sustained loss from abundance of rain which made a breach in the bank of the said Tank, yet the said Proprietor was paid the Cuttoobady of 13 Pogodas. On 15th January 1818. the said Mootah was sold by Public auction and purchased by one named Andooty Venkaya, who also received from my father the said Amount of Cuttoobady and granted him the receipts as long as he held that Estate

As

Fort St. George 21st April 1842.

3. As my father tendered the said 13 Pootties of land as security for the appellant in Case No. 19 of 1819. on the file of the Provincial Court of Northern Division, the late Zillah Court of Rajahmundry made a return to the Precept of that Court as to the approval of the Security of the said 13 Pootties of land, after having instituted an enquiry of the Moondiff and Curnum into the same, through the means of the Razid to whom an Order was passed to that effect. The said 13 Pootties of land were afterwards settled under Amaracum with an individual named Gyuntah Seetaramdoo, for the three years of Teecramah, Veeshak and Chettrabhanoo.

4 When the said Mootah consisting of 13 Villages was sold in portions, my father purchased 6 Villages thereof namely Nagumpilly, Nullagondah, Bolladdoopollem Etacoyalapilly, Garagalumpollem and Gopalaspooram. and Vaudravoo Hummiah, Goondoo Venkatarayudoo &c. purchased the other 7 Villages on the 15th February 1820. In writing the subdivision accounts

for

Fort St. George 21st April 1842.

for those Villages on 17th July 1820. the said 13 Pootties of Land, which were granted to my father by the late Proprietor Tolaty Ramarauze by fixing Cuttoobady, was excluded from Serayattee and entered under the head of Cuttoobady. The six Villages of the said Nagumpilly Mootah, purchased by my father were assessed with the Permanent Beriz of Rupees 4,098—8 « and registered in his name on the 23rd December 1820, and my father entirely discharged the amount of the Kists of the same up to 11th July 1821.

5. In fasly 1231. my father sold to one Vetchah Gopaulkistamah for Rupees 3001 four of the said Villages named Bollaboopollem, Gargalumpollum, Etacoyalapilly and Gopaulpooram under the name of Gopaulpooram Mootah, and addressed an arzee to the then Collector Mr. F. W. Robertson. with a Puttah to the same effect. The said Collector thereupon issued and Cowlenamah of the 11th March

Fort St. George 21st April 1842.

and Notification of the 6th July 1822 - Confirming the said 4 Villages in the name of the said Gopaulacroostamah, and the other two Villages called Nagumpilly and Nullagondah in the name of my father, with reference to the former subdivision accounts. While it was thus the said Gopaulcroostamah, making objections to the registry of the 4 Villages in his name, presented to the said Collector certain papers fabricated by him for the purpose of possessing himself of the two Villages also, which were held in the name of my father, and the said Collector, without obtaining proof of those papers, passed an order to my father under date the 1st August 1822 declaring the right to the said two Villages (held in the name of my father) to belong to the said Gopaulacroostamah — my father was in Consequence obliged to

to file a Complaint in the Provincial Court of Masulipatam in Case No. 37 of 1825 - for the said two Villages.-

In Consequence of the above, the Servants of the said Veteha Gopaul-croostamah, bearing enmity towards me, received from the individual Ghuntah Seetarandoo, who cultivated the said 13 Cooties of land of my father, the Cist of fusly 1232. or the Year Chatrabha-noo, together with the Tuccavy paid to him by my father, and illegally usurped the said 13 Cooties of land - Whereupon my father filed a Complaint before your Court in Case No. 848 of 1825 - against the said Gopaulacroostamah and his brother Lutchmiah, for the said 13 Cooties of Land - As a Decree was passed in favor of my father regard-ing the Complaint filed by him before the Provincial Court in Case No. 37. for the two Villages of Ragum-pilly and Nullagundah, the said Defendants

appealed

appealed against it to the Court of Sudr Udalut in Case No. 12. of 1827. my father conducted the affairs of these Villages for the two years of Surrajetoo and Surwadary, but as they fell in arrear in consequence of my father being sick before the Decrees were passed in his favor by the Provincial Court in appeal Case No. 63. of 1828. for the 13 Cooties of land, and by the Sudr Court in appeal Case No. 12. of 1827. regarding the Villages, they, the two Villages, were sold by Public Auction and purchased by Volaty Ramanah and Goorjadah Achmah in the Month of November 1829. and in a short time afterwards, that is, on the 18th November 1829. My father died, when as I was a young boy and my mother was in grief, the 13 Cooties of Cuttoobady-Land, held by us, were settled by Volaty Ramanah Vsa but they gave us the produce thereof upto fusly 1241.

and

and then the said Ramanah Vna falling in arrear, the above two Villages of Ragumpilly and Nullagondah were again put up to sale, and reverted to Government in fusly 1242. In the mean time, we did not immediately represent our case to the Collector, as my Mother was absent from this Country but the Villagers of Ragumpilly having settled the said 13 Pooties of Land for Jeroyethee Cist, the amount of its produce has been received into the Treasury of the Collector. In fusly 1244. my mother having returned to this Country entered into a Rauzeenamah for the Amount Vna with the said Vetcha Gopaul-croostanah and Lutchmiah, Appellants by a Petition to the Provincial Court in Na 223. of 1834, but as the Land in question was not at that time in the possession of the said Appellants, but held under separate Amaracum and

and the proceeds thereof received into the Collectors Treasury, and as it was not then just to demand that Land from the said Appellants but to expect either from the Collector or the said Court upon our application, with reference to the Decree, the same circumstances were specified in the said Rauzeenamah Petition. as the Amount of produce of our Land has thus been received into the the Collectors Treasury previous to the filing of the said Petition in consequence of the reversion of the Ragumpilly and Nullagoondah Villages to Government for want of individuals to purchase them when they were put up to sale, and as the said Land of 13 Pooties was settled for Amaracum under Jeroyethee, when the Officers of the Circar came to manage the Villages, my Mother presented an Arzee to the then Collector Mr. Grant, who issued an order to the Na. of Police of Cottapilly to investigate the matter; the said

Head

Head of Police having obtained a Bakeer from the Moonsiff and Cumum of Nagampilly, stated in his report of 16th April 1836, that the late Proprietor Tolaty Ramaraeye had granted to my father 13 Pooties of Land under Puttah, and some time afterwards one Vetcha Gopaulacrostamah who became Proprietor usurped that Land and caused it to be entered in the accounts under Serayettee, and when the Villages was again possessed by my father, he caused that land to be entered under the head of Cuttoobady Enam for the two years he lived as before; that after the death of my father the subsequent Proprietors, Volaty Ramandh and Goorjadah Achanah, caused it to be entered under Serayettee. &c. the Head of Police also submitted with his said report the accounts of the same for four fusles from fusly 1242. to fusly 1245. Upon the receipt of this

this report, the said Collector being changed from this District without the investigation of the case, we have presented another argee on the subject under date the 14th September 1837. to his Successor G: A: Smith Esqre who gave an Endorsement under date the 21th of the same month, stating that if the Court had passed a Decree they were vested with power to order its execution, Agreeably to this Order of the Collector. I presented a motion to the Provincial Court of Masulipatam in No 382 of 1837, who held a proceeding under date the 5th January 1838, that as it did not appear by the said Motion, under what grounds our Land was in possession of the Collector, they saw no reason to issue an Order in compliance with my request. I have in consequence presented another Extra Petition to the Provincial Court in

No

No. 243 of 1838, stating that since the said Villages held by us, were sold by — at auction, the 13 Pooties of Land which — belonged to us were not deemed to be the right of the Proprietor, as it was not so determined when the Villages were put up to sale, but the Amount of — 13 Pagodas only which we paid as — Cuttoobady being included in the Cist of the Proprietor, he had a right to the same, that the 13 Pooties of Land were separated and held by us even before or after the purchase of the Villages by the said Ramanah Dora Proprietor, that though the Villages reverted to Government, yet the 13 Pooties of Land more, with reference to their boundaries, separately settled for Amaraeum, and the Cist thereof received into the — Treasury of the Collector, that upon the inspection of the documents (by obtaining them form the Collectors Office) regarding

regarding the sale of the Villages, it would be very plain that I should annually pay 13 Pagodas upon that land, and it was just that we should enjoy the said 13 Pooties of land under the — Decree passed by your Court, as well as by the Provincial Court, who have sufficient authority to put us in possession of it. (as they allowed our right to it) notwithstanding it was kept out of our possession, that after the expiration of my Minority, I have collected all the said information and presented the Court (with the Petition) my Argee with the Endorsement of the Collector and the certified Copy of the Decree in No. 43. of 1828, that as my Villages were sold by Auction and my father was dead on while I was a young Boy, and as my Mother was absent from the Country, the land was in the possession of the — Collector to our grievance, that upon the perusal of the said circumstances, my Petition in No. 382. of 1837, and the corrispondence posted

posed in the Office of the Collector of Rajahmundry regarding this land, a Precept may be passed to the Collector of Rajahmundry to make over to me the said 13 Pootties of Land (which was my property according to the said Decree.) together with the surplus amount since it came under the Collector, after deducting the Annual tax of 13 Pogodas which should be paid by me. Whereupon the Provincial Court of Masulipatam issued a Precept to the Collector with their Proceedings of 27th February 1839, requiring him to state on what grounds our 13 Pootties of Land were attached. In reply to this, the Collector made his return of 16th March 1839. The Provincial Court upon examining this return as well as my Petitions, held their Proceedings under date 22nd March 1839 that it appears that the two Villages of Nagumpilly and Nallagondah

wherein

wherein my 13 Pootties of Land were situated were made over to my Father, that it was admitted by the Extra Petition No. 223 of 1834. that the disputed Land of 13 Pootties was in possession of my Father, that the Collector of Rajahmundry in his return states that the Village Nagumpilly was sold by auction for arrears of Revenue and reverted to Government, that our Land was under Sircoyettee as was the case prior to that period and that there remained no money in the Collectors office on account of the said Land, that the Decree (of the Appeal Suit in No. 63. of 1828.) itself, under which I prayed for being put in possession of the said Land, denies my right to the same, nor does it give any validity to the Bill of gift (meaning the Puttah.) of the 13 Pootties of disputed Land said to have been

given

given to my father as Enam, assessed with an annual Cuttoobady of 13.-- Pagodas; that the said Decree was passed not that my father, the re=spondent, had proved the claim, but that the Appellants: Vetcha Gopanla=croostamah and Lutchmia had no right to dispute regarding the claim of my father, the respondent, whether it be consistent or not with justice, that it was clearly to be understood that in future any Proprietor deeming it right might bring his suit for the recovery of the Land given as above, and that under these circumstances they, the Court, would not wish to give the Orders requir=ed by me.-

With regard to the Complaint filed by my father to the late Zillah Court of Rajahmundry in Case No. 848 of 1825, the late Judge of that Court

Mr. Vibart, after obtaining full proof, that the said late Talaty Ramaranze had granted Puttah to my father, that the latter expended a large sum of money for cutting the Bamboo Plants &c. from the said land and for heightening that Land and repairing the Tank, that in consequence of my father taking such trouble, the said 13 Pattics of land were brought under Cultivation and the Tank thereon was preserved, that the said Vetcha Gopanla croostamah and Lutchmiah, Defendants in the said Case, usurped the Land which was so brought under Culti=vation by my father and raised disputes about it, so that the pro=duce thereof was not enjoyed by us, and that the said Land was waste when my father was granted a Puttah for it passed

the

the Decree directing that the said 13 Pootties of Land should be enjoy: :ed by us, with reference to the Puttah of the said Ramaranze &c and that the produce thereof &c should be made good by the said Defendants, but the Defendants not being satisfied with the said &c Decree, made an Appeal against it to the Provincial Court of Masuli: :patam Nos Dn in Case No 63 of 1828.

This Court also in confirming the Decree of the Zillah Court, passed a decision that the Appellants cannot offer objections to the truth or &c untruth of the Puttah executed by Zalaty Ramaranze since the Zillah Court passed the decision after instituting full enquiry into that document. Although the Decree of the Provincial Court in Appeal did not contain any expression prejudicial to

to our right to the said Land with reference to the Document in question, &c but duly expressed that we were en: :titled to the Land and produce ac: :cording to the Decree of the Zillah Court, yet it will be very plain, that the same Provincial Court, who con: :firmed the said decree of the Zillah Court, that was passed upon due &c enquiry into the Circumstances of our Land, have upon being merely informed by a return from the &c Collector of Rajahmundry that our said 13 Pootties of land were under Amaracum as Seroyettee prior to the Ragumpilly and Nullagondah Villages reverting to Government, &c held the said Proceedings of 22nd &c March 1839- that they had passed the Decree for depriving the appellants (of the said case No 63) of their right of disputing with my father, but

but it was to understood that in future any Proprietor may bring his claim for the recovery of our Land. It is trusted that your Court will plainly perceive that these Circumstances are repugnant to the Original Suit in Case No. 848 of 1825. and the appeal suit in Case No. 63 of 1826. and that the Provincial Court stated them in their Proceedings without sufficient enquiry. It is likewise clear by the Decrees of the Zillah Court and Provincial Court, as well as by that of the Sudr Court in No. 12 of 1828, that the said Vetcha Gapanlacroodatamah Vcu committed a fraud in order to deprive us of our Land through enmity, because my father had prosecuted in Case No. 37 of 1825 for the Villages. As the said Gapanlacroodatamah had our thirteen Pootlies of Land entered under Sirojettee, the said Volaty Ramanah and Goorjadah Atchamah also caused it

it to be irregularly entered under the same head, although they gave us the proceeds of the same, which was the reason, the Collector of Rajahmundry prevented us from being possessed of our Land, and required us to obtain a Receipt of the Court to that effect, and I was in consequence obliged to present Petition to the Provincial Court, but as that Courts Proceedings disallowing us to be possessed of our 13 Pootlies of Land (notwithstanding they had decided it as our right.) are contrary to justice I am induced to sue for the recovery of the following from the Collector of Rajahmundry the Defendant, who is in possession of the 13 Coothies of land lying within the boundaries below noticed, to which we are entitled under the Original Decree in No. 848 of 1825 and

the

the Appeal Decree in No. 63 of 1828, and
the produce of which ought to be enjoyed
by me on our annually paying to the
Circar a tax of 13 Pagodas Land on
which we should an-
nually pay 13 Pagodas to
the Circar ——— Poothies 13 - -

Amount of produce derivable
from the said Land from
fuly 1242 to the end
of fuly 1250 being 9 Years
at 80 Pagodas per annum
is 720 Pagodas at 4 Rupees
per each Pagoda - Rs. 2,880 - - -

Deduct the Cattos:
:lady payable
to the Circar at
13 Pagodas per
annum is 117 Pago:
:das at — Rs. ——— 468 - -
Rupees 2,412 -

As I should have the said 13
Poothies of Cuttoobady Onam Land together
with its past produce of the said
Rupees 2,412. I pray Your Court will
the
on

on the examination of my Witnesses &c
and documents be pleased to pass a
Decree adjudging the Defendant to
make over to me the said Land
together with the above sum, and
the produce due to me up to the
period the present Suit shall have
been decided also the Costs of Suit
incurred by me -

The Boundaries of the said
13 Poothies of Cuttoobady Land are as
follows - On the East the high land
of the Village called Mungalavanymettah,
on the South the bank of the Tirmulchitty
Ramdoovuntoo Tank. On the West the
Gadavany Chervoo Tank (lying on the
North side of the West end of the said
Vuntoo Tank) and a Condamettah or rock,
and on the North the Gadavany Chervoo Tank.

Please to peruse, dated 25th January 1841

/signed/ Ambarkhana Ramacroodamah

/True Translation/
/signed/ G. A. Smith
Collector

To

Fort St. George 21st April 1842.

To

The Court of Udalat

for the Zillah

of Rajahmundry

An Answer from G. A. Smith Esqre. Collector in the Zillah of Rajahmundry Defendant to the Complaint filed by Imbarakanna Ramacroostamah Pauper Plaintiff in Case No. 56 of 1842.

The Pauper Plaintiff states in his Complaint 1st that the late proprietor of Nagumpilly Mootah named Talaty Ramarauze had granted to his father; Seddarzydoo 13 Pootties of Beed Bunger land in the Village of Nagumpilly, with a Puttah under date the 15th day of Phalgoonah Soodha of the year of Dhatah or July 1226 A. D. 1816 specifying that he should enjoy it permanently by paying an annual Cuttoobady of 13 Pagodas thereon - and his father enjoyed that land on payment of the said annual Cuttoobady to the said Proprietor

Fort St. George 21st April 1842.

Proprietor, as well as to one Audoorty Venkuppah, who subsequently purchased the said Mootah by public Auction on 15th January 1818. 2dly, that the security of the said 13 Pootties of land tendered by his father for the appellant in cause No. 19 of 1819, on the file of the Provincial Court of Northern Division was approved 3rdly that when part of the said Mootah, namely Nagumpilly Nullagondah Vcan. 6 Villages was purchased by his father, and the other part of 7 Villages by Goondoo Vencatroydoo Vcan., in February 1820, the said 13 Pootties of land were excluded from the Jeroyty and entered under the Head of Cuttoobady in the Sub division Accounts prepared for those Villages on 7th July 1820. 4thly that in July 1231 his father sold 4 of his

his said Villages to one Vetcha Gopaula-
:craostamah and retained for him-
:self the other two Villages named
Nagumpilly and Nullagondah, but
the said Gopalacroostamah, having
had possession of the 2 latter Vil-
:lages by his misrepresentation to the
then Collector Mr. Robertson, usurped
the said 13 Pootties of Land also
That the Plaintiffs father prosecuted
the said Vetcha Gopalacroostamah
in the Provincial Court of Masulipa-
:tam in Case No. 37 of 1825 for the
said two Villages, and in the late
Zillah Court of Rajahmundry
in Case No. 848 of 1825 for the
said 13 Pootties of Land. that the
said Gopalacroostamah appealed
against the decisions of those
Courts (in favor of his father) to the
Court of Sudr Adalut in Case
No. 12 of 1829 as regards the Villages and to the
Provincial Court in Case No. 63 of 1828 as regards the
said

said 13 Pootties of Land. and then his father
again conducted the affairs of these two
Villages (Nagumpilly and Nullagondah)
for two years, of Suvajeloo and Suvadhary.
That before the Decisions of the said
two latter Courts were passed in favor
of his father, the two Villages fell
in arrear and were sold in Auction
to Velaty Ramanah and Goojadah
Auchennah in November 1829 and then
his father died in the same Month, as
and that the Villages further
falling in arrear, reverted to Govern-
ment in July 1832 when, as the
said 13 Pootties of land was settled
for Amaracum under Jeraity (which
has been the case since the Villages
Nagumpilly and Nullagondah
were held by the said Metchah
Gopalacroostamah and the said
Velaty Ramanah and Goojadah
Auchennah, with the exception

of

of the two years of Swarajetoo and Survadharry when the Appellants or father himself conducted, again the affairs of these Villages / his Mother presented an Arzee sometime afterwards to the late Collector Mr. Grant, who thereupon obtained a report on the subject from the Head of Police of Cattapilly under date the 16th April 1836 with certain circumstances in Plaintiffs favor, and subsequently to the present Collector, who gave him an Endorsement under date the 20th September 1837. that if the Court had passed a Decree they were empowered to order its execution — That upon his, Plaintiffs filing motions to the Provincial Court of Northern Division to order the Collector to put him in possession of the said

said Land according to their Decree pass-
ed in his father's favor in the said case
No 63 of 1828, that Court upon issuing
a Precept to the Collector on the
subject and obtaining his return of 16th
March 1839, held proceedings under date
the 27th March 1839, that their said
Decree itself denies his right to the
said Land and affords no validity
to the Puttah given to his father by the
late Proprietor Solaty Ramarauze, for
the same; that the said Decree was ex-
pressed not that his father proved the plain-
but that the Appellants in that case,
the said Gopalacroostamah and his
brother Sitchmaah, had no right to
dispute with his father, whether it be
consistent or not with justice. that
any future Proprietor may bring his
suit for the recovery of the said
Lands, if convenient, and that un-
der these circumstances they, the
Court

Court, could not give the orders required
by him, the Plaintiff. That as these
Proceedings of the Provincial Court
of Northern Division are contrary to
their said Decree in No. 83 of 1828 and
to the justice, he, the Plaintiff, is in-
duced to sue the Collector, and prays
that a Decree may be passed, adjudg-
ing the Collector to make over to him
the said 13 Pottahs of Land together
with the past produce of Rupees
2,412. as well as the subsequent pro-
duce and Court charges.

In reply to the 1st point, the
Collector begs leave to state that the Villa-
ges, Nagumpilly and Nullagondah, revert-
ed to Government in Faslee 1242, when
the 13 Pottahs of Land claimed by the
Plaintiff were under Forfeiture, as had
been the case during the reign of the
Proprietors Ketchak of Palacaretandi,

Mahaty Ramanah and Goorjadah Auch-
annah, up to the present time, a pe-
riod of nearly 20 Years. Consequently when
the Plaintiff presented him an Arzee
under date 14th September 1837, requiring
the possession of the said Land under
a Decree of the Provincial Court, he
gave him an Indorsement on the 20th
of the same Month, that as he himself
admitted that the land in question was
not under his enjoyment, the Court who
had passed the Decree was the proper
Authority to apply to. The Regulations
applicable to this case are XXV and XXXI
1802. Section XII of the former declares in
that Proprietors cannot exempt any
part of a landed Estate permanently
assessed, from bearing its portion of
the public tax, and Section III of
the latter Regulation provides that when
the lands of persons claiming to be
exempted

exempted from the payment of Revenue under authentic titles, may have paid Revenue, notwithstanding such titles, for a period of twelve years antecedently to such claims, the said lands shall continue to pay the public Revenue, in the same manner as if no such titles existed; and the said titles shall be null and void. With respect to the 2nd point the Collector begs to state, that as Government was no party in case No. 19 of 1819 on the file of the Provincial Court, wherein it is said that the said 13 Pootties of land were produced as security, the Collector on behalf of Government had no opportunity of remarking on the inadmissibility of the said Land as Cuttoobady Enam; With respect to the 3rd point, the Collector begs to observe that the Appellant

has stated that the said 13 Pootties of Land were excluded from the Izeraty and entered under the Head of Cuttoobady in the Sub division Accounts prepared when part of the Negapatty Moottah Viz.o 6 Villages — wherein the said 13 Pootties of Land are situated was purchased by the Plaintiff's father, and the other part by Goondoo Venkatasey &c.a Viz.a This is not the case, the Bhoobunds lodged in the Records of the Collector's Office are as follows. No mention of the said 13 Pootties of Land as having been given to Plaintiff's father, is made in the Bhoobund account prepared for the five Sunlies or from Fasly 1223 to 1227. as from 1813 to 1817, but in the Bhoobund Account of Fasly 1228 of the year 1818, it is stated that 13 Pootties of Land were given by the former Proprietor Silaty Ramaraze to the Plaintiff's father out of the 83. Pootties and 12 Tooms, which were under Izeraty

Fort St. George 21st April 1842.

Zeroyty up to fusly 1227

The case of the land being Zeroyty and not Beed Bunger or waste land to which Regulation XXX of 1802 Section XV. applies, was thus so clear that the Proprietor, who is stated to have made the grant in 1226. did not attempt to enter it in the accounts, and it was only on the sale of the Village in fusly 1228. that a half attempt was made to enter it as Enam. In reply to the 4th. point, the Collector begs to observe that the Plaintiff himself has admitted that the said 13 Poolies of land were held under Zeroyty during the time of the two Proprietors, who succeeded his father, and was under this Head, when the Village reverted to Government in fusly 1242. and the report of the Amildar of Cottapilly of 26th. May 1836. merely shows that an attempt had been made to enter this land in the Accounts as Enam in fusly 1228.—

Under the foregoing circumstances, the Collector trusts that your Court will on reference to the Regulations and on examination of the Witnesses and Documents, be pleased to non-suit the Pauper Plaintiff.—

[Signed] G. A. Smith
Collector.

Ordered.

Fort St. George 21st April 1842.

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

To the Chief Secretary to Government—

To the Chief Secy to Government
Para 1.

Sir,

I am directed by the Board of Revenue to request that you will submit for the consideration and orders of the Right Honorable the Governor in Council the accompanying letter from the Collector of Rajahmundry forwarding copy of a plaint filed against him in the Zillah Court of that District by one Ambar Khana Ramakrishnamah for the recovery of 13 Pooties of land in the Village of Nagam pallay which was purchased with the Zemindary of that name by Government in 1832—

(26-27)

1st. in Cons 21st April 1842

2. The Board consider the answer of the Collector copy of which also accompanies his letter, to be good and sufficient and recommend that he may receive authority for defending the suit at the public

public expense -

Revenue
Fort St. George
21st April 1842 - - -

Board Office
(Signed) R. T. Porter.
Asst. Secretary

Read the following letter -

From the Coll: of Rajahmundry
Submitting the information called for in the Boards Proceedings of 7th February last regarding the pratices prevailing in this District in the cases of issuing Receipts to every Ryot from the office in the Revenue Department of the regulation Village charges -

Para 1.

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

Sir,

I have the honor to acknowledge the receipt of the Extract from the Proceedings of the Board of Revenue of 7th February last conveying to me their confirmation of the decisions passed by me, in the cases of Addenky Narsingarow late Dasrogah of the Yarnagoodem Division in this District under Regulation IX of 1822, but calling for further explanation on certain points viz

1st As to the necessity of granting a remission of Rupees 159-14-6 to the Villagers of Coyalagoodem

2d Respecting the issue of Forms of Receipts from this Office for the issue of the Individual Ryots -

Regarding

3d Regarding the correct Regulation of the Village charges -

2. With respect to the first point the allowing of Rupees 159-14-6. to the Villagers of Coyalagoodem, from the amount of penalty levied from Addunkey Narsingarow. I beg leave to state that the gross settlement of the Village of Coyalagoodem was Rupees 1469-0-6 and after deducting Rupees 136-8-0 for the Village charges, the net settlement was Rupees 1,332-8-6. Of this amount Rupees 1166-0-6. were realized by Addunkey Narsingarow, but Rupees 1005-2-0 only were carried to the amount of Government. The question then arose how was this difference to be recovered by Government was it to be rede-manded from the Ryots: was it to be taken out of the penalty levied from Addunkey Narsingarow, who had received it from the Ryots: I have decided that it should be taken from out of the penalty and still am of opinion that that course was the just

Fort St. George 21st April 1842.

just and correct one.

3 With respect to the prac=tice prevailing in this District of furnishing from this office a blank receipt for each Ryot to be filled up as he pays his Cist they leave to explain that it is not of recent origin but was introduced by the late Mr Robertson Principal Collector of Bellary when he was Collector of this District, about the year 1820 and I believe was fully approved of by Mr Rupell as a plan suited to the circumstances of this District with respect to which it requires to be observed that previously to that period when nearly the whole District was under Zemindary or Proprietary Management, a receipt was hardly ever given to the Ryots for money paid by them and up to this moment constant disputes are arising among the Zemindaries and Proprie=tary Estates on this point. Mr Robertson, foreseeing that if the Ryots were left at the mercy of either the District

or

Fort St. George 21st April 1842.

or Village authorities they would ne=ver obtain a receipt, adopted this system and it has decidedly worked generally well and the Ryots would loudly complain against and rue the day of its discontinuance. If I am not misinformed this practice al=so prevails in both North and South Arcot.

4 In almost every system there are weak points through which abuses will creep and I do not pretend to say that this is an exception but I will instance a state of things in which it serves as a protection to the Ryots. In Motursha Depart=ment receipts of this Kind are not used, and of course they are not used among the Zemindars and Pro=prietors. In both of these cases, it constantly occurs that Ryots complain of money not having been carried to their account even though they have obtained receipts. The defence usually set up in these cases is, that the receipts are forgeries by which the field for litigation is widened

and

in certain points noticed by the Board in their proceedings dated the 7th February last upon the case of Addunkey Narsingarow late Darogah of Vyrnagoodem a division who was fined and dismissed from his situation under the provisions of Regulation IX of 1822.

2. As regards 1st the sum of Rupees 159-14-6 the difference between the amount of the Collection made by the Darogah on account of the settlement of the Village of Coyalagoodem, and the portion of those Collections carried to account, there can be no question of the propriety of your proceeding to recover this sum from the delinquent and carrying it to the credit of Government but in the absence of any thing on record to shew that the Collections in question were unauthorized or illegal the Board remarked that they saw no reason why a remission to the same

Collections 1165-4-6
Carried to account 1005-2-0
Difference 159-14-6

same amount should be made to the Villagers. and it does not even now appear from your letter under reply why this was done —

3. The explanation furnished upon the subject of the blank receipts given to the Ryots for payments of their Kists is considered satisfactory — and as the system is represented to be popular and well adapted to the purpose for which it was introduced there seems no good reason for disturbing it —

4. The observations contained in Para 5. of your letter and the proposed introduction, where it may be found necessary, of arrangement for the regulation of Village charges are approved —

Revenue Board Office, Fort St. George, 21st April, 1842. — Signed R. S. Porter Actg Sec'y

Read the following Statements.

Statement

4975 — Court of Queen's Bench 21st Octr 1842.

Settlement showing the Quantity of Land in Lots in Blocks and Roads for sale at the Town of Galt on the unconveyed Clergy Reserves in the Gore of Dumfries and Township of Waterloo as at the 21st Octr 1842.

Nos. of Lots	Quantity of Land in Lots in Blocks	Quantity of Land in Roads	Quantity of Land in Lots in Blocks	Quantity of Land in Roads	Remarks
1	2	3	4	5	6
	A.	A.	A.	A.	
1 Zealand — 14 — 44.	99·00	73·863	16·137	"	26·733
2 Hopetown — 14 — 39.	400·00	151·04	24·896	"	14·320
3 Dumfries — 14 — 37.	200·00	10·813	9·187	"	9·187
	1500·00	99·780	59·220	"	39·220

Note. Lots 1 to 30 inclusive Lots 31 to 39 inclusive Lots 40 to 44 inclusive

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Note. Lots 1 to 30 inclusive Lots 31 to 39 inclusive Lots 40 to 44 inclusive

Copy of Letter from Mr. Galt to Mr. Secretary Daly dated 21st Octr 1842 enclosing Settlement of Lots in Blocks and Roads for sale at the Town of Galt on the unconveyed Clergy Reserves in the Gore of Dumfries and Township of Waterloo as at the 21st Octr 1842.

Galt 21st Octr 1842.

Sir,

I have the honor to enclose herewith a Settlement of Lots in Blocks and Roads for sale at the Town of Galt on the unconveyed Clergy Reserves in the Gore of Dumfries and Township of Waterloo as at the 21st Octr 1842.

I have the honor to be Sir Your most obedient humble Servant

John Galt

Dominion Land-
Surveyor.

Enclosure in Mr. Galt's Letter of 21st Octr 1842.

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John Galt

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	1500·00	99·780	59·220	"	39·220

Note. Lots 1 to 30 inclusive Lots 31 to 39 inclusive Lots 40 to 44 inclusive

(30-32)

4978

Fort St. George 21st April 1842.

Read the following letter

To,

The Secretary to the

Board of Revenue

Fort St. George.

(35)

From the Coll.r of Bellary

Submitting Propositions for the arrangement of the affairs of the Family of the late Hereditary Devan to the Poligar of Hurphankully and for discharging the Debts under which the Family is involved.

* In reply to my letter dated 24th July 1841

Sir,

Para 1. I have now the honor with reference to the Board's Proceedings dated 12th August 1841, to submit my proposition for the arrangement of the affairs of the Family of the late Hereditary Devan to the Poligar of Hurphankully and for discharging the Debts under which the family is involved.

2. The most important part of the rather tangled affairs of this Family being the arrangement of the accounts of the several Creditors, the first step I took on the receipt of the Boards instructions was to call for a Statement (from the Tahsildar of the Talook) of the several debts as appearing in the accounts kept by the old widow Gangavah, from which it was ascertained, that the Balance due amounted to Rupees 43,†791-1-1 being principal Rupees 36053-7-5 and interest Rupees 7,737-9-8 to the date of the demise of the last incumbent Veroopatchappah. It is further observed, that

† See Col. 5 of Statt. No 1

that the said sum of Rupees 36,053-7-5 consists of both principal and interest of periods prior to the date of some of the Bonds and vouchers also that the interest so included amounted to more than 8,000 Rupees.

3. The Statement of the debts exhibited 42 Persons in all. I summoned these creditors to attend at the Hoozoor and produce any documents they might hold. 35 Persons attended and the Papers and Accounts they produced were examined. The accompanying Statement No. 1 amounting to Rupees 34446-15-6 being principal Rupees 26,709-5-10 and interest Rupees 7,737-9-8 is the sum as per Gungavah's accounts. On the other hand, the following is an Estract of documents produced by the Creditors.

Col 5 of the Statement No. 1.
Col. 3.
Col. 4.

Description of vouchers	No.	Amount of the voucher	Items	Total Debts	Paid by Sashiver-dar in part	Balance	Sum to which the Creditors have agreed. Amount	Cantg.	Difference between Col. 4 and 5
			1	2	3	4	5	6	7
Bonds on Stampt Papers	19	2,743-4-15-5							
Do on plain Do	47	9,459-7-2	Principal as per vouchers	44,765-10-5	16,184-3-5	28,581-7--			
Accounts	23	7,821-3-10							
Total	89	44,765-10-5	Costs of Suits	421-10-8	-- -- --	421-10-8			
				45,187-5-1	16,184-3-5	29,003-1-8	15,394-14-3	53	13,608-3-5
			Add Interest	8,406--1	-- -- --	8,406--1	-- -- --		8,406--1
			Grand Total	53,593-5-2	16,184-3-5	37,409-1-9	15,394-14-3	41	22,014-3-6

Statement No. 1.
Col. 25.
Col. 24.
Col. 4.

The Total of the Debts of the 35 is Rupees 37,409-1-9 including interest Rupees 8,406--1 Viz. Rupees 7,737-9-8 stated to be calculated as interest up to the month of march 1833 by the widow Gungavah, and the remaining Rupees 668-6-5 being the interest as appears in Decrees passed by the Zillah Court in favor of the Clients. this sum (Rupees 8,406--1) is not considered by me as real though entered in the State-ment now forwarded; consequently it is de-ducted out of the aggregate sum retaining alone the actual principal sum of Rupees 29,003-1-8 and the sum the Creditors have now agreed to be contented with is Rupees 15,394-14-3 being Rupees 53 per Cent on the whole; the proportion of each Creditor however varies from this Centage, some bearing more and some less. In Short, the total deduction by this settlement is Rupees 13,608-3-5. The reason of these Creditors having come to this settlement is that their accounts having been examined it has come to light that during the life of Veeroopatchuppa, he assigned his Villages to some of the Creditors in liquidation of sums borrowed of them at

Nominal principal } 28581-7--
Add Costs of Suits } 421-10-8
29003-1-8

† Col. 23.
Col. 26.

Col. 30.

at different times, and that interest on intermediate periods was included with the Capital every time the Bonds were renewed. also that the Persons who lent money to Gungavah since the demise of Veroopatchuppah did not lend her the exact sums their Bonds contain. The woman having put her name to any sum on condition of receiving an immediate supply of money. The Creditors having waited Eight years (since Veroopatchuppah's death, his Villages reverted to Government) have now given written agreements in the name of Circar that whenever the sum of Rupees 15,394-14-3 may be paid unto them, they shall relinquish all claims on the family and that they shall at the same time give up all Documents.

Coll. 26 of State Nº 1.

4. There still remain seven claims unsettled out of the 42 Creditors, and with whom no final arrangement is as yet come to. The balance due to them as per accounts of Gungavah amounts to Rupees 9,344-1-7. as original principal, and they are particularized at the foot of the Statement Nº 1, now forwarded. The first 4 of these or Nº 36 to 39 have not appeared before me and as I could no longer delay

* They are in Chittoor Zillah Soonapoor Vee.

delay closing the account. The amount of the balance of these four individuals is merely stated in the account being Rupees 5,438-11-7. for subsequent adjustment, whilst two more or Nos 40 and 41 are Gungavah's own People or Servants, the one Moolgoondah Mullapah who is the father-in-law of the deceased, is entered as Creditor in the sum of 2,000 Rupees, but I have not seen this person, the other Cabadada Lingiah, is a domestic of the family and is entered at Rupees 1,205-6-— for sums he has borrowed from different individuals to defray household charges. This servant asserts before me that more money is due to him on the said account than that entered by Gungavah, but gives no satisfactory account, and the settlement with him is not ended, as I have thought it right to insist on the actual Creditors coming before me.

The 7th or last of the Creditors Nº 42 is the late Poligar Somasakur Naid of Hurpoonhully. his Debt amounts to Rupees 700, the vakeel deputed by the widow of the said Poligar in an Urzee consents only to a Moiety of the amount. The Bond produced is dated 22 years back or 14 years before the

the death of Veroopatchuppah as this, and as all Debts of the Poligar have been discharged by Government on resuming his Jaghire and providing an allowance for the maintenance of his widows, the present demand does not appear to me to be dischargeable. The first 6 of the 7 unsettled claims shall be arranged whenever the Parties appear before me.

5. To liquidate the foregoing debts, there remains in Deposit the Collections of the 4 Jaghire Villages which reverted to Government on the death of Veroopatchuppah amounting to Rupees 21,863-15-6- a Statement shewing the yearly Collections during the last 8 years or from fusly 1243 to fusly 1250 is herewith sent. The Collection made by the Jaghiredar or his family on account of Fusly 1243 before the order of the late Mr Robertson for attaching the villages reached the Talook is excluded from this Statement, whilst a sum of 1176-7-5 has been credited to Enam Jodee or Quit rent due on account of fusles 1247 to fusly 1250 for a few Circar Villages of which the Jaghiredar is kurnam, this was allowed by the late Principal Collector in

+ No 2.

in consideration of the distressed circumstances of the family. The actual Collections therefore amount to Rupees 20,687-8-1, this sum is in Deposit and can be applied to settling the Debts in question. The amount which the 35 Creditors whose accounts have been arranged have agreed upon, as per their written agreements is Rupees 15,394-14-3 after discharging which, there will remain Rupees 5,292-9-10- the balance due to the other 7 Creditors amounts according to Gungavah's accounts, to Company's Rupees 9,344-1-7- deduct the sum entered to the late Poligar Somasaker paid being Rupees 700 for the reasons assigned in Para 4, and the Balance appears to be Rupees 8,644-1-7- it is probable that the actual settlement will reduce this sum and in the meantime it will be proper to retain the residue under amanut to meet the final adjustment of the remaining Creditors.

Col. 7 of Statt No 2.

15,394—14—3.
5,292—9—10.
20,687—8—1.

6. There are four other Creditors who neither appear in the old widow Gungavah's account nor are entered in the Statement No 1 The total of their claim is Rupees 218-4—

they

they have not as yet produced any proof of the validity of their demand.

7. In the proceedings under report as the Board express that they will be prepared to recommend the resumption of the Jaghire Villages forthwith upon receiving from me report of the arrangements which I would propose for the maintenance of the widows, and the Settlement I would suggest for the payment of the Debts of the family. I shall accordingly keep under account the Collections I have made upto the end of February last for fusly 1251 Amounting to Rupees 1480-11-8* as well as the future Collections that may be made henceforth until I receive the final instructions of the Board.

8. As regards the arrangements to be proposed for the maintenance of the family I consider the plan adopted by the late Mr. Robertson (vide his letter to the Board dated the 8th April 1830) for the subsistence of the family of the late Polygar of Hurponhully applicable to this family also (Hereditary Dewan of that Estate). The total Collections of 7 Years from Fusly

* This is in addition to Rs. 20,687-8-1 now in Deposit.

8th April 1830.
16th July 1832.

Land Revenue 3 2716 — —
Other branches 3 135 — —
2851 — —

Fusly 1244 to fusly 1250 from the four Jaghire Villages being Rupees 19956 averaging Rupees 2,851 a year. The One-third and one-fourth remissions will amount to Rupees 679, leaving a balance of Rupees 2,172. The portion I beg to propose for the maintenance of the widows and dependants of the Family is Two thirds of the Net Land Revenue being Rupees 1,448 a year to be divided among the three widows in the following Proportions Vizt. at 60 Rs. per Month to Gungavah (aged 60 years) the widow of late Humparasiah, and 30 Rupees per month to each of the two widows of the last incumbent Veroopatchuppah, namely Oomavah (aged 24) and Bhagavah (aged 25) amounting to 1440 per year, and this proposition I trust will meet the approbation of the Board, of course under the express understanding that on the demise of each of these persons her particular share shall lapse to Government.

9. The date on which the aforesaid rates of allowances should commence I beg leave to recommend to be as follows to commence from 12th July in

4987 Fort St. George 21st April 1842.

in the fusly year of 1251- The following will be the arrears in their favor- From 12th July to the end of February 1842 being 7 Months and 20 days at 120 Rupees a Month. Rupees 916-6-8.

10 The Board will observe, that though no legal claim can be made, I have advocated in some degree the claims of the Creditors, and also recommended a liberal allowance to the widows, but with reference to Mr. Secretary Dent's letter dated 7th Febr. 1825, on the subject of the Harponhully Poligar (an exactly similar case to this) it will also be observed, that some difference of opinion existed as to the propriety of resuming these Villages during the life of the widows and it must be taken into consideration, that no Pension would be of any use to the widows while these claims remain unadjusted- I have also wished to avoid in this case the excessive discontent and litigious Proceedings which resulted on the former occasion- I should have been glad to have made the settlement of the Debts entire, but am prevented by

4988 Fort St. George 21st April 1842

by the absence of the Parties and other causes detailed in this report- There is nothing in the unsettled Debts to prevent the arrangement taking place at once as the demand under any circumstances is now known.-

11 I consider it of great importance that the Villages should be finally and entirely placed under Circar Management as the present arrangement is a very anomalous one and great abuses are incident to a system in which the Collections are merely made by the Amildar according to maumool without the Customary supervision.-

Bellary Collector's Office
31st March 1842.

(Signed) A. Mellor
Collector

Statement

4989

A. 1. Statement

12 St. George

...rah Wes. who

...s per accounts

...uments more

Number	Names	Number of Accounts Wes.	
		9	
1	Murtoor Munu	5	4
2	Andaunapah	14	3
3	Settur Goorroo	2	1
4	Paultoor Sala	1	2
5	Puttand Soobia	3	"
6	Chenna Veerapa	"	"
7	Paley Marelum	4	3
8	Raghapah	1	"
9	Shrooff Nursin	1	"
10	Curnum Goorroo	1	"
11	Chatra Paula	"	1
12	Vencatasah	1	"
13	Vencatadetch	1	"
14	Lutchmuspa	1	"
15	Pummanabhu	1	"
16	Sunagoondy C	2	"
17	Lingna Gow	1	"
18	Mallamalapa	"	1
19	Shroff Nara	"	1
20	Sivayenpaky	1	"
21	Goggah Siddut	"	1
22	Sobanah brother	1	"
23	Poorabetch Goonda	1	"
24	Roe Kapah	1	"
25	Angady Cottoo	1	"
26	Sogee Veerabud	"	1
27	Dabady Veerap	"	1
28	Anagoondy Ver	"	1
		46	22

Some distinct under one profession of Accounts

21st April 1842

enjoyed Four Jagheer Villages Kundebundah Wes. in the Bellary

rendered by the Creditors.

executed.

	Total amount of Debts.											
	Total	Principal as per Vouchers.										
		Amount of Bonds executed on Stamped Papers.			Amount of Bonds executed on unstamped Papers.			Amount as per accounts Wes.			Total.		
10		11			12			13			14		
		CRs.	a	p	CRs.	a	p	CRs.	a	p	CRs.	a	p
12		8543	8	"	2500	"	"	2114	11	"	13158	3	"
22		6027	12	6	1911	2	10	2250	2	"	10189	1	4
5		3041	14	4	171	1	9	86	13	"	3299	13	1
3		"	"	"	245	1	4	1995	13	2	2240	14	6
4		1852	"	"	276	4	"	"	"	"	2128	"	"
1		2000	"	"	"	"	"	"	"	"	2000	"	"
7		"	"	"	1254	14	9	231	5	3	1486	4	"
1		"	"	"	500	"	"	"	"	"	500	"	"
1		"	"	"	444	8	"	"	"	"	444	8	"
1		"	"	"	400	"	"	"	"	"	400	"	"
1		"	"	"	"	"	"	353	12	"	353	12	"
1		"	"	"	"	"	"	268	"	6	268	"	6
1		"	"	"	200	"	"	"	"	"	200	"	"
1		"	"	"	200	"	"	"	"	"	200	"	"
1		"	"	"	200	"	"	"	"	"	200	"	"
1		"	"	"	188	"	"	"	"	"	188	"	"
2		"	"	"	180	"	"	"	"	"	180	"	"
1		"	"	"	"	"	"	140	"	"	140	"	"
1		"	"	"	"	"	"	115	15	6	115	15	6
1		"	"	"	100	"	"	"	"	"	100	"	"
1		"	"	"	"	"	"	100	"	"	100	"	"
1		"	"	"	96	"	"	"	"	"	96	"	"
1		"	"	"	80	"	"	"	"	"	80	"	"
1		"	"	"	75	"	"	"	"	"	75	"	"
1		"	"	"	50	"	"	"	"	"	50	"	"
1		"	"	"	50	"	"	"	"	"	50	"	"
1		"	"	"	"	"	"	43	"	"	43	"	"
1		"	"	"	"	"	"	40	4	"	40	4	"
96		21463	2	10	9121	12	8	7741	12	5	38328	11	11

4990

Fort St. George

Division of the ceded Districts.—

21th april 1842.

As per accounts rendered by the Creditors (Contd)

Total amount of Debts (Contd)

Costs of Suits or Law charges. 15		Interest 16		Total 17		Detail of the amount entered in Col: 17. Debt Contracted during the life times of Veeraspadeshpa. 18		Debt Contracted after the demise of Veerapadeshpa. 19		Repayments 20	
CRs.	a p	CRs.	a p	CRs.	a p	CRs.	a p	CRs.	a p	CRs.	a p
"	" "	4473	4 "	17631	7 "	16880	" "	751	7 "	8627	11 "
"	" "	2965	6 8	13151	8 "	11576	7 7	1578	" 5	3096	15 10
"	" "	"	" "	3299	13 1	3299	13 1	"	" "	1366	9 1
"	" "	298	15 "	2539	13 6	2539	13 6	"	" "	1508	5 6
"	" "	"	" "	2128	" "	1852	" "	276	" "	"	" "
"	" "	"	" "	2000	" "	2000	" "	"	" "	1144	5 "
"	" "	"	" "	1486	4 "	512	4 "	974	" "	36	" "
"	" "	"	" "	500	" "	"	" "	500	" "	"	" "
"	" "	"	" "	444	8 "	444	8 "	"	" "	"	" "
"	" "	"	" "	400	" "	"	" "	400	" "	"	" "
"	" "	"	" "	353	12 "	353	12 "	"	" "	"	" "
"	" "	"	" "	268	" 6	268	" 6	"	" "	185	9 "
"	" "	"	" "	200	" "	"	" "	200	" "	"	" "
"	" "	"	" "	200	" "	"	" "	200	" "	"	" "
"	" "	"	" "	200	" "	"	" "	200	" "	"	" "
"	" "	"	" "	188	" "	"	" "	188	" "	"	" "
"	" "	"	" "	180	" "	"	" "	180	" "	"	" "
"	" "	"	" "	140	" "	140	" "	"	" "	"	" "
"	" "	"	" "	115	15 6	108	15 6	7	" "	14	15 6
"	" "	"	" "	100	" "	"	" "	100	" "	"	" "
"	" "	"	" "	100	" "	100	" "	"	" "	"	" "
"	" "	"	" "	96	" "	96	" "	"	" "	"	" "
"	" "	"	" "	80	" "	80	" "	"	" "	"	" "
"	" "	"	" "	75	" "	"	" "	75	" "	"	" "
"	" "	"	" "	50	" "	"	" "	50	" "	"	" "
"	" "	"	" "	50	" "	"	" "	50	" "	"	" "
"	" "	"	" "	45	" "	45	" "	"	" "	"	" "
"	" "	"	" "	40	4 "	"	" "	40	4 "	"	" "
"	" "	7737	9 8	46066	3 7	40296	10 2	5769	11 5	15980	6 11

Balance due.

On account of Principal entered in Col: 14 after deducting the amount repaid as exhibited in Col: 20. 21		On account of Costs of Suits exhibited in Col: 15. 22		Total 23		On account of Interest exhibited in Col: 16. 24		Total of Cols: 23 and 24. 25	
CRs.	a p	CRs.	a p	CRs.	a p	CRs.	a p	CRs.	a p
4530	8 "	"	" "	4530	8 "	4473	4 "	9003	12 "
7092	1 6	"	" "	7092	1 6	2965	6 8	10057	8 2
1933	4 "	"	" "	1933	4 "	"	" "	1933	4 "
732	9 "	"	" "	732	9 "	298	15 "	1031	8 "
2128	" "	"	" "	2128	" "	"	" "	2128	" "
855	11 "	"	" "	855	11 "	"	" "	855	11 "
1450	4 "	"	" "	1450	4 "	"	" "	1450	4 "
500	" "	"	" "	500	" "	"	" "	500	" "
444	8 "	"	" "	444	8 "	"	" "	444	8 "
400	" "	"	" "	400	" "	"	" "	400	" "
353	12 "	"	" "	353	12 "	"	" "	353	12 "
82	7 6	"	" "	82	7 6	"	" "	82	7 6
200	" "	"	" "	200	" "	"	" "	200	" "
200	" "	"	" "	200	" "	"	" "	200	" "
200	" "	"	" "	200	" "	"	" "	200	" "
188	" "	"	" "	188	" "	"	" "	188	" "
180	" "	"	" "	180	" "	"	" "	180	" "
140	" "	"	" "	140	" "	"	" "	140	" "
101	" "	"	" "	101	" "	"	" "	101	" "
100	" "	"	" "	100	" "	"	" "	100	" "
100	" "	"	" "	100	" "	"	" "	100	" "
96	" "	"	" "	96	" "	"	" "	96	" "
80	" "	"	" "	80	" "	"	" "	80	" "
75	" "	"	" "	75	" "	"	" "	75	" "
50	" "	"	" "	50	" "	"	" "	50	" "
50	" "	"	" "	50	" "	"	" "	50	" "
45	" "	"	" "	45	" "	"	" "	45	" "
40	4 "	"	" "	40	4 "	"	" "	40	4 "
22348	5 "	"	" "	22348	5 "	7737	9 8	30085	14 8

4991

Fort St. George

21st april 1842.

Amount agreed to by the Creditors in full discharge of their Debts.			Per centage. On the amount entered in Col. 25.			Per centage. On the amount entered in Col. 26.			Comparison between the Balance entered in Col. 23 and the Amount agreed to by the Creditors in full discharge of their debts as entered in Col. 26. Increase.			Decrease.			Comparison of the Amount etaimed by the Creditors as entered in Col. 25 and of the Amount entered in the agreement given by Gungavah as shewn in Col. 5. Increase.			Decrease			Particulars of the Balance entered in Col. 25. Amount Decreed by the Court			Other Debts		
26			27.			28.			29			30			31.			32.			33			34		
CRs.	a.	P.	CRs.	a.		CRs.	a.					CRs.	a.	P.	CRs.	a.	P.	CRs.	a.	P.	CRs.	a.	P.	CRs.	a.	P.
2,219.	1.	"	64.	"		32.	"		"			1,611.	7.	"	2,001	7	"	"	"	"	"	"	"	9,003.	12.	"
4,007.	12.	9.	57.	"		40.	"		"			3,084.	4.	9.	643	2	10	"	"	"	250.	"	"	9,807.	8	2.
667.	10.	6.	34.	8.		34.	8.		"			1,265.	9.	6.	"	1	"	"	"	"	"	"	"	1,933.	4.	"
300.	"	"	41.	"		29.	"		"			492.	9.	"	"	"	"	"	"	"	"	"	"	1031.	8.	"
700.	4.	"	31.	8.		31.	8.		"			1,428.	"	"	"	"	"	"	"	"	"	"	"	2,128.	"	"
800.	"	"	93.	8.		93.	8.		"			55.	11.	"	"	"	"	"	"	"	"	"	"	855.	11.	"
500.	"	"	94.	8.		31.	8.		"			950.	4.	"	"	"	"	"	"	"	"	"	"	1,450.	4.	"
375.	"	"	75.	"		75.	"		"			125.	"	"	"	"	"	"	"	"	"	"	"	500.	"	"
300.	"	"	90.	"		70.	"		"			144.	8.	"	"	"	"	"	"	"	"	"	"	444.	8.	"
88.	8.	"	25.	"		25.	"		"			"	"	"	"	"	"	"	"	"	"	"	"	400.	"	"
20.	"	"	25.	"		25.	"		"			265.	4.	"	"	"	"	"	"	"	"	"	"	353.	12.	"
100.	"	"	50.	"		50.	"		"			62.	7.	6.	"	15	2	"	"	"	"	"	"	82.	7.	6.
100.	"	"	50.	"		50.	"		"			100.	"	"	"	"	"	"	"	"	"	"	"	200.	"	"
100.	"	"	50.	"		50.	"		"			100.	"	"	"	"	"	"	"	"	"	"	"	200.	"	"
94.	"	"	30.	"		50.	"		"			100.	"	"	"	"	"	"	"	"	"	"	"	200.	"	"
90.	"	"	50.	"		50.	"		"			94.	"	"	"	"	"	"	"	"	"	"	"	188.	"	"
47.	"	"	33.	8.		33.	8.		"			90.	"	"	"	"	"	"	"	"	"	"	"	180.	"	"
33.	8.	"	33.	8.		33.	8.		"			93.	"	"	"	"	"	"	"	"	"	"	"	140.	"	"
50.	"	"	50.	"		50.	"		"			67.	8.	"	"	"	"	"	"	"	"	"	"	101.	"	"
30.	"	"	30.	"		30.	"		"			50.	"	"	"	"	"	"	"	"	"	"	"	100.	"	"
24.	"	"	25.	"		23.	"		"			70.	"	"	"	"	"	"	"	"	"	"	"	100.	"	"
40.	"	"	50.	"		50.	"		"			72.	"	"	"	"	"	"	"	"	"	"	"	96.	"	"
37.	8.	"	50.	"		50.	"		"			40.	"	"	"	"	"	"	"	"	"	"	"	80.	"	"
25.	"	"	50.	"		50.	"		"			37.	8.	"	"	"	"	"	"	"	"	"	"	75.	"	"
25.	"	"	50.	"		50.	"		"			25.	"	"	"	"	"	"	"	"	"	"	"	50.	"	"
11.	4.	"	25.	"		25.	"		"			25.	"	"	"	"	"	"	"	"	"	"	"	50.	"	"
20.	"	"	50.	"		50.	"		"			33.	12.	"	"	"	"	"	"	"	"	"	"	45.	"	"
												20.	4.	"	"	"	"	"	"	"	"	"	"	40.	4.	"
11,905.	4.	3.			8.	39.	"	"				10,143.	"	9.	2645	10	"	"	"	"	250.	"	"	29835.	14.	8.

4992

Fort St. George

21st April 1842.

Decreed by the Court ts per accounts rendered by the Creditors

Part thereof for the amount of the Bonds per on which Documents were

Number	Names of Creditors	Bonds on unstamped Papers	Mere accounts &c.	Total	Principal as per Vouchers. Amount of Bonds executed on stamped Papers	Amount of Bonds executed on unstamped Papers	Amount as per accounts &c.	Total
		8	9	10	11	12	13	14
					C R. a p	C R. a p	C R. a p	C R. a p
29 1	Mr. Ross	"	"	2	580 " "	" " "	" " "	580 " "
30 2	Pettah Sidda	"	"	1	1250 " "	" " "	" " "	1250 " "
31 3	Kristnarow Sar	"	"	1	450 " "	" " "	" " "	450 " "
32 4	Kyroopaly B	1	"	2	257 " "	50 " "	" " "	307 " "
33 5	Maccondar	"	1	2	1337 8 9	" " "	79 7 5	1417 " 2
34 6	Boojungara	2	4	3	960 " "	287 10 6	" " "	1247 10 6
35 7	Gereyapa	"	"	2	1185 3 10	" " "	" " "	1185 3 10
		3	1	13	6019 12 7	337 10 6	79 7 5	6436 14 6
Total	35	47	23	89	27184 15 5	9459 7 2	7821 3 10	44765 10 5

Fort St. George

21st April 1842

As per accounts rendered by the Creditors (Contd)

Total amount of Debts (Contd)

Costs of Suits or Law Charges	Interest	Total	Detail of the amounts entered in Col. 17.		Repayments
			Debt Contracted during the life time of Verapachappa.	Debt Contracted after the demise of Verapatchappa.	
15	16	17	18	19	20
C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p
72 11 7	62 " "	714 11 7	714 11 7	" " "	" " "
160 7 5	101 12 "	1512 3 5	1512 3 5	" " "	" " "
103 8 1	367 12 10	921 4 11	921 4 11	" " "	" " "
44 10 2	28 9 7	380 3 9	330 3 9	50 " "	" " "
15 " 9	75 4 9	1507 5 8	1507 5 8	" " "	97 12 6
15 " "	" " "	1262 10 6	1215 " "	47 10 6	6 " "
10 4 8	32 15 3	1228 7 9	1228 7 9	" " "	" " "
421 10 8	668 6 5	7526 15 7	7429 5 1	97 10 6	203 12 6
421 10 8	8406 " 1	53593 5 2	47725 15 3	5867 5 11	16184 3 5

Balance due

On account of Principal entered in Col. 14 after deducting the amount Prepaid as exhibited in Col. 20.	On account of Costs of Suits exhibited in Col. 15	Total	On account of Interest exhibited in Col. 16	Total of Col. 23 and 24
21	22	23	24	25
C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p
580 " "	72 11 7	652 11 7	62 " "	714 11 7
1250 " "	160 7 5	1410 7 5	101 12 "	1512 3 5
350 " "	103 8 1	453 8 1	367 12 10	821 4 11
307 " "	44 10 2	351 10 2	28 9 7	380 3 9
1319 3 8	15 " 9	1334 4 5	75 4 9	1409 9 2
1241 10 6	15 " "	1256 10 6	" " "	1256 10 6
1185 3 10	10 4 8	1195 8 6	32 15 3	1228 7 9
6233 2 "	421 10 8	6654 12 8	668 6 5	7323 3 1
28531 7 "	421 10 8	29003 1 8	8406 " 1	37409 1 9

4994

For Ste. Sylvie

21st april 1842

Amount agreed to by the Creditors in full discharge of their Debts.	Per-centage: On the amount entered in Col. 25.	Per-centage: On the amount entered in Col. 26.	Comparisons between the Balance entered in Col. 23 and the amount agreed to by the Creditors in full discharge of their debts as entered in Col. 26		Comparison of the amount claimed by the Creditors as entered in Col. 25 and of the amount entered in the Agreement given by Gengawah as shewn in Col. 5.		Particulars of the Balance entered in Column 25.	
			Increase	Decrease	Increase	Decrease	Amount decreed by the Court	Other Debts
26	27	28	29	30	31	32	33	34
C Rs. a p	C Rs. a	C Rs. a		C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p	C Rs. a p
652 11 7.	100 "	91 "	"	" " "	134 11 7.	" " "	634 11 7.	80 " "
372 " 2.	26 "	24 "	"	1038. 7 3	" " "	" " "	1572 3 5	" " "
4,53. 8 1.	100 "	55 "	"	" " "	103 8 1.	" " "	821 4 11	" " "
223 2 2	63 "	58. "	"	" " "	44. 10 2	" " "	380 3 9	" " "
665 8 "	50 "	47 "	"	668. 125	" " "	9. 10 4	499 3 6	9 10 5 3
557 14 "	44 "	44 "	"	698 12 6	" " "	495 " "	761 10 6	
564 14 "	47 "	45 "	"	630 10 6	43 4 9	" " "	339 8 11	888 14 10.
3489 10 "	53 "	48. "	"	3165 28.	326 2 7	9 10 4	4682 4 1.	2640 15 "
15394 14 3	53 "	41. "	"	13608 35.	2971 12 7.	9 10 4	49324 1	32476 13 8

4995 | R. George | 21st. April 1842.

Number	Names of	
36	1. Ramasawmy	No regular proc
37	2. Paultoor S	ment as matter of
38	3. Pottary B.	ubsequently would
39	4. Mahadaw	t Madras or Vellor
40	5. Moolagoon	of the late Vero
		ear Chittrabhaw
		e Domestic affair
41	6. Copada	the validity of his
42	Somasa	ted two Bonds on
	Jahapheurd	raendever Kerry
		ting that the claim
		ed, the widow of
		er enjoyed during
42	Gra	

To be adjusted hereafter. R. Cautions.

E. E.

mation has been issued, because the Creditors have no claim upon the Govern-
right, but a Notice was sent to the Talook, stating that no Debts incurred
even be taken into consideration. As the Creditor No. 36 is understood to be
the Board may perhaps think proper to call him to their presence.—

patchappah. It appears from the accounts rendered by Gungavah that the
Dharwar.—
or 1822, many days have elapsed. The present claimant is said to be now at
of Gungavah, and asserts that he borrowed from others and paid to Gungavah
Statement is yet to be enquired into and proved by substantial evidence &c.—

Stampt Papers for 700 Rupees in the year Pramady or 1819 in the name of the
whose widow Somummajee deputed a Vakeel. This Vakeel appeared at the
for 700 Rs. will be given up, if a moiety thereof Rs. 350 was paid. The claim
Somasakur paid being now on the receipt of a money Pension granted
the life time of her husband.—

Sd. Signed / A. Mellor Collector
Statement.

4996

Fort St. George 21st April 1842.

No. 2. Statement of Bariz of Nundeebundah Hulla-hullee Rs.ca 4 Villages since sequestered and of the amount realized therefrom and remaining in Deposit for different Fusslies.

Fusslies.	Total Bariz. Land Revenue.	Motorpha	Sundry Sources	Total	Deductions on account of Sodeghee due to Government on Curnum meras of the Villages which are enjoyed by Gungawah.	Residue remaining in the Treasury under the Head of Deposit account.	Remarks.
	1	2	3	4	5	6	7	8
	C Rs. a. p.	C Rs. a. p.	C Rs. a. p.	C Rs. a. p.	C Rs. a. p.	C Rs. a. p.	C Rs. a. p.	
Fusly 1243	1,845 9 4	42 5 3	20 " "	1,907 14 7	" " "	1,907 14 7		A part of the Collections of Fusly 1243 was enjoyed by the Jaghirdar prior to the date of the sequestration of the Villages.
" 1244	2,858 11 4	81 15 4	55 8 1	2,996 2 9	" " "	2,996 2 9		These items are the total collections from Fusly 1244 to 1250.
" 1245	2,835 4 9	70 15 9	55 8 "	2,961 12 6	" " "	2,961 12 6		
" 1246	2,923 6 1	84 3 6	62 8 1	3,070 1 8	" " "	3,070 1 8		
" 1247	2,824 10 8	75 6 5	66 7 11	2,966 9 "	404 1 4	2,562 7 8		
" 1248	2,452 12 3	75 6 4	47 8 "	2,575 10 7	228 11 7	2,346 15 "		
" 1249	2,765 5 8	76 14 9	66 8 "	2,908 12 5	289 15 8	2,618 12 9		
" 1250	2,349 13 4	60 10 8	66 8 "	2,477 " "	253 10 10	2,223 5 2		
	19,010 " 1	525 8 9	420 8 1	19,956 " 11	1176 7 5	18779 9 6		
Grand Total Company's Rs.	20855 9 5	567 14 "	440 8 1	21863 15 6	1176 7 5	20687 8 1		

Amount of Deposit at the Commencement of Fusly 1251 — 20663 9 2

Add Collections of Fusly 1250 received in August 1841 — 23 14 11

Total Company's Rupees 20687 8 1

Bellary Collector's Office 31st March 1842.

E. E. Fs. (Signed) A. Mellor Collector.

Ordered

4997 Fort St. George 21st April 1842

(35-36)

Order thereon

(Read again in Bds 19th May)

Ordered to be sent again in circulation.—

Read the following letter.—

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

Sir

From the acting Principal Coll.r of Cuddapah—Reporting upon the subject of the Petition addressed to the Board of Revenue by Lingungoontah Audenarayanapah the late Magistrates Javabneses of the Cuddapah District.—

Para.1. I have the honor to report that a petition has been presented to me addressed to the Board of Revenue by Lingungoontah Audenarayanapah late Magistrates Javabneses in this Office and which bears the following endorsement.— "The Sub Collector in charge of Cuddapah is requested to enquire and report upon the Statement of the Petitioner".—

(37)

2. The above individual complains that Mr. Ashton the Principal Collector and Magistrate of this District, with a view to introduce into this office a person who had been dismissed from the situation which he formerly held in the office of the Sub Collector in the Northern Division of Arcot and fined in a

4998 Fort St. George 21st April 1842

a large sum on charges of corruption forced him (Petitioner) to resign his situation of magistrates Javabneses by threatening him that if he did not do so he would dismiss him on false charges.—

The Petitioner admits

3. that no such threat as that mentioned above was ever made use of by Mr. Ashton and he is deserving of severe censure for having introduced such an assertion into a Petition addressed to the Board of Revenue.— It is not improbable however that Mr. Ashton may have been of opinion that the petitioner was unequal to the duties of magistrates Javabneses under the existing circumstances of the District and that he may have recommended him to resign his situation rather than oblige him to remove him from it.— If the Board desire to be informed of what really occurred, I would respectfully suggest a reference to Mr. Ashton himself.—

From the experience I have as

as it is) that I have had of this District, I am satisfied that the Police is by no means so efficient as it ought to be and that it may be greatly improved without any additional expenditure — merely by compelling the existing establishments to perform their duties in an energetic and zealous manner. Mr. Ashton may have probably supposed that as a first step in this reform, the infusion of a little new energy in the Hoozoor establishment was absolutely requisite and I believe such was really the case.

5 With regard to the individual who has been selected to fill the office formerly held by the petitioner, it is very true that he was dismissed from his last situation and severely fined on charges of corruption — but the fine was remitted by the Board of Revenue and his re-employment in the public service was at the same time authorized

authorized. While therefore the knowledge of what has passed will cause me to keep a vigilant watch on the conduct of the present magistrate I am above ness it would not justify me in removing him from the situation to which he has been regularly appointed.

6 It must also be borne in mind that Mr. Ashton, though absent on sick certificate, still holds the office of Principal Collector of this District — and it is my duty to consult as far as I can correctly do so, his wishes and inclinations on a subject of this nature.

7 The original petition is herewith returned to the Board of Revenue.

Cuddapah District,
Principal Collector's Office,
Nundalore
2nd April 1842.

(Signed) W. M. Arbuthnot
Acting Pl. Collector

Proceedings thereon.

Under the explanation furnished in the foregoing report the

37-38

5001 Fort St George 21st April 1842.

the Board of Revenue see no reason to interfere with the exciting arrangement and are content to leave it to the acting Principal Collector to make such provision for the future Employment of the Petitioner Lingumgoontah Audenarayanah as he may consider proper.—

Ordered that the following Endorsement be passed on the 1908 of 1841. original Petition noted in the margin.—

"The Board of Revenue have furnished the acting Principal Collector of Cuddapah with instructions in the case of the Petitioner to whom he is accordingly referred."

Read

5002 Fort St George 21st April 1842.

Read the following letter.

To The Secretary to the
Board of Revenue
Fort St George

Sir,

From the Pe Collr of Salem — 39

I have the honor to forward for the consideration of the Board, translate of an Urzee received from my Nail Sheristadar Trimul Row soliciting the pay of the Superior Office during the time he performed the duties of both the Head and Nail Sheristadar, subsequent to the resignation of Neelgunt Row on 1st June to 30th October 1841. when the present Sheristadar was appointed.—

If, as the Urzee states, this boon has been granted in Tanjore, I trust the Board will not withhold it from the present application for which I solicit their favourable consideration, and recommendation to Government.—

Salem Zillah Durampoory Cutchery 1st April 1842.
Pe Collr
Signed P. D. Glaig
Pe Collr

Translation

Fort St. George 21st April 1842.

A

Translation of an Arzee addressed by Trimul Row the Nail Sheristadar to the Principal Collector of Salem Dated 22d January 1842 -

They leave to represent to you that from the 1st June, the date on which Neelgunt Row the late Head Sheristadar proceeded to Bellary up to the 29th October 1841, the date of the appointment of the new Head Sheristadar, I performed both the duties of the Head and Nail Sheristadar of this Zillah, agreeably to your orders being a period of 4 Months and 29 days for which service, I solicit you will obtain for me the pay of Head Sheristadar at 80 Pagodas per Month, as was granted to Thirnevasa Row the Nail Sheristadar of Tanjore for 5 Months when he did the duties of the Head Sheristadar of that Collectorate, after his death, upon the recommendation of the Collector of that Dist. - trict to the Board of Revenue -

(Signed) Trimul Row -

Resolved

Fort St. George 21st April 1842.

Resolution thereon, Resolved that the foregoing letter be submitted for the consideration and orders of the Right Honorable the Governor in Council, with reference to the correspondence noted in the margin -

(39-40)

To Govt. 16th Augt. 1841.
From 20 in Cons. 30th Sept. 1841.

Under the circumstances represented by Trimul Row in the Arzee, Copy of which accompanied the foregoing letter, the Board recommend that he may be allowed to draw the lowest scale of salary of a Head Sheristadar, Viz. 280 Rupees per Mensem, from the 1st June to 30th October 1841, during which period the duties both of Head and Nail Sheristadar devolved upon him -

Read

5005 Fort St. George 21st April 1842.

Read the following Letter

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

Sir,

From the Collector of Tanjore

I have at length the honor to forward a Statement, in answer to the several queries accompanying the extract from the Proceedings of the Board of Revenue, dated 13th January 1842.

(41)

I regret the delay that has occurred in transmitting the information required, which however has been unavoidable in consequence of the vague and unsatisfactory replies received at different times from the Collectors and Priests, thus rendering it necessary to return Statements for correction in almost every instance; great difficulty has been experienced in procuring any thing like correct accounts of the followers of the different Sects, from the wide extent of country over which they are scattered and the desire of each party to swell the amount of its adherents to the greatest possible extent. I trust however the Statement now submitted is as correct as can be gathered under existing circumstances.

Tanjore
Acting Collector
16 April 1842.

(Signed) J. F. Bushby
Collector
District

500

Read

5007 Fort St. George 21st. April 1842.

Order thereon,

(41-42)

Ordered to lie on the Table—

Read the following letter—

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

Sir,

From the Coll.r of Madura—

In July 1748 (A.D. 1838/39) I was under the necessity of resuming, and carrying to the Ayan Account, the Manian lands of 6 Cavilgars, averaging 56 Puns or Rupees 118-12-8 per Annum, in Meyloor, and of 10 Cavilgars, averaging 50 Puns or Rupees 106-4- per Annum, in Cottampatty, because of their incorrigible habit of thieving, and other misconduct. Having at length selected other persons to whom to entrust this very necessary duty, in these two important halting places, on the great Road No 4 between Trichinopoly and Madura, I have the honor to request you will obtain me the Board's sanction for the reappropriation of the lands to the above purpose—

(43)

Madura — 2 April 1842

(Signed) J. Blackburne
Pr Coll.r

Order thereon,

(43-44)

The Board's sanction the arrangement reported by the Principal Collector of Madura in the foregoing letter—

Read the following letter

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

(45)

From the Coll.r and Magistrate of Tinnevelly.

With reference to the Board's letter of 27th January 1842 reporting on Petitions Nos. 1935 of 1841 and 539 of 1842 from certain Heathens and Christians on the 2 Petitions.

Sir

Para 1 I have the honor as directed in your letter of 27th January last to report on Petitions Nos. 1935 of 1841 and No. 93 of 1842 which are herewith returned.

2 The Petitioners in the former No. 1935 of 1841 complain of partiality shown by my Predecessors their assistants and the assistant Judge towards the Christian population in cases specified coming officially before them. It does not appear to lie my province to enter into an examination of the proceedings of the Criminal Court. The circumstances which induced the assistant Judge to decide as he did in the two particular cases referred to by the Petitioners are fully stated in the Monthly Return of Criminal cases received from the magistracy and Police, disposed of by the Criminal Court, Extract of which is herewith

forwarded

forwarded. The Assistant Judge's proceedings in the first case were laid before the 3d Judge on Circuit, and no appeal has been made against them either to that officer, or the Collective Court. In the 2d the complainants were committed to take their trial for perjury, of which they have been convicted before the 1st Judge on Circuit at the Sessions just closed.

3 The facility with which false complaints are got up, in Tinnevelly, and the deplorable disregard for truth which notoriously pervades the inferior classes of its Inhabitants render the duties of the Magistracy most difficult and perplexing and it cannot be expected that their decisions will be always infallible. In cases, such as these now under notice, where the religious passions, and angry feelings of the parties towards each

other are brought into full operation the difficulties commonly felt are increased tenfold. The Complaint first tendered is palpably exaggerated, and is met by a counter complaint containing equally gross statements. Evidence is adduced by each party equally deserving of Credit, and the Magistrate has to draw his conclusions from a mass of Evidence from interested persons, for none are otherwise, of which the only certainty he feels is that it is mostly false.

4 In the 3 particular cases wherein the propriety of the decision of the Head Assistant Magistrate is questioned by the Petitioners, the facts are alike. The Heathens having left idolatry and placed themselves under Christian instruction of the Missionary, of their own accord broke their idols and converted their small Village Pagodas into places of christian worship. After these buildings had been for a time in the undisturbed possession of the christian party, some of

the

the Villages reverted to heathenism
and disputes, ending in breach of the
Peace, arose as to the right to the
Building, and the Heathens having been
deemed by the Head asistant Magistrate,
the aggressors were fined, and the Christians
being found in occupancy were maintained
in it. The Proceedings of the Head asistant
magistrate in these cases were submitted to
the Court of Circuit, and no appeal not
was made there against his decision.

5 The interference on the
part of the missionaries in the temporal
concerns of their flocks, and the suppo-
=sitions on the part of their converts as
well as of others, that the rights of
the former, whether just or suppo-
=sitions, will be advanced by the
aid of their pastors at the expense
of all other classes, the growing
independence of the lower orders,

of which the Christians of Tinnevelly
are mostly, indeed almost wholly,
composed, and the tendency to in-
=subordination to those they have
hitherto been accustomed to look on
as their Masters, which this inde-
=pendence has encouraged; and
above all, the recent orders for the
withdrawal of Government from all
connection with the management of the
Pagodas, universally attributed to the
successful endeavours of the Mis-
=sionaries, and forming a prominent
feature in the Petition, have made the
Christian Converts and the Missionaries
peculiarly obnoxious to the heathen
population of late, and there can
be no doubt that assertions have
been taken by the heathen to thwart
the spread of Christianity.—

6 On my assumption
of the charge of the District
in September I found the bad
feeling

feeling, between the heathens and Christians, had arrived to an alarming height. The complaints of both parties were numerous and have caused me much anxiety but I can safely affirm that the strictest impartiality has been exercised in the examination of those cases which have come before me, and my Assistants, most of whose proceedings I have myself revised, and my positive refusal to receive communications on matters coming under my official notice as Magistrate, in which they were not personally concerned, from the Revd. Gentlemen connected with the different Missionary establishments has had the effect of removing from the minds of the people of both persuasions, the notion however erroneous, that the influence of the Missionaries affected the decisions of the Magistracy

and

and though my abolition of the practice which had obtained, of admitting the communication of the Missionary in cases where his flock was concerned, has caused some unpleasant correspondence between some of these gentlemen and myself I am happy to report for the information of the Board that the party feeling has greatly subsided and that the state of the Talooks particularly noticed in the Petition is peaceable.

7 Petition No 83 of 1842.

from the Christian Native Preachers written apparently several months subsequent to that above reported on, is in a great degree a refutation of the complaints of the heathens. That both parties complain goes at all events

events some way to shew, that no very substantial grounds exist for the charge of partiality adduced. It does not seem necessary for me to follow the Petitioners through their long winded statement of the course Government should pursue towards them, with a view to encourage the cause of christianity, or to report on their qualifications for office under Government, but I would observe that the opposition to christianity of which they so loudly complain, is doubtless much increased by the intolerant bearing of this class of persons towards the heathen, and the notions they inculcate into the minds of their ignorant hearers of

of the temporal advantages which will follow a change of creed, and that were they to confine themselves to their proper sphere, and not put themselves forth as the champions of every aggrieved or aggrieving individual Christian, thus making his cause the cause of the party the opposition would speedily be mitigated, and the character of the native christian Preacher, would gain in the estimation of the Community.

I am sincerely &c.
Trichendoor
29th. March 1842

signed/ H. C. Montgomery
Coll. and Magistrate

Extract

5017

Fort St. George

A

21st April 1842

Extract from the Report exhibiting the mode in which the cases forwarded by the Magistrate of Tinnevelly, his assistants, and the Police officers under his authority, to the officiating Joint criminal Judge of the auxiliary Court at Tinnevelly, were disposed of in the Months of June and August 1841.

Nos of the cases	Names of the Prisoners	Abstract of the crime or charge	Date of Apprehension	Date of Delivering the Charge to the Court	Date of Arrival	Punished in what manner and date of Punishment	Released, or if allowed, a fine, and date of release &c.	Committed and date of commitment	Not committed	Explanation of the delay and remarks &c.
67 of 1841	From Punjamahl Talook Inausillahmoney a Pillay ——— 1 Ramaswamy Pillay ——— 2 Mandaswamy ——— 3 Ramaswamy Nadan ——— 4 and Terulty mutten ——— 5	Charged with having on the 12th June 1841 at 8 A. M. in Company with about 100 others, not yet apprehended come with arms to the houses of Tycondanada Pillay the Brother in law of the 1st Prosecutor and of the 2d Prosecutor situated at Aroomoogunary Village, Talook Punjamahl, beaten, and robbed the said Tycondanada Pillay of his gold and Silver Jewels brazen Utensils &c. valued at Rupees 174-2-- and the 2d Prosecutor of his Cloths valued at Rupees 13-12--	12th June 1841	14th June 1841	16th June 1841	The Prosecutors and 1st 2d and 3d Witnesses depose they saw the acts specified in the charge, committed, but their evidence is so full of contradictions, improbabilities, and inconsistencies as to be undeserving of credit. On taking all the circumstances of the case into consideration the Court is of opinion the Prisoner's party has committed some breach of the peace which has been exaggerated into a robbery. The Prisoners are released. The Prosecutor Yakeel was fined 5 Rupees for contempt of Court commutable, in default of payment, to 10 days imprisonment under Section VII Regulation XIII of 1832 25th June 1841	"	"	Forwarded by the Taksildar of Punjamahl Talook.

5018

Fort St. George 21st April 1842.

No. of the case	Names of the Prisoners	Abstract of the Crime or charge	Date of apprehension	Date of leaving the Talook	Date of arrival	Punished in what manner and date of Punishment	Released, or if allowed, a fine, and Date of release &c.	Committed and date of Commitment not examined	Explanation of the delay and remarks &c.
	From Punganahl Talook								
39 of 1841	Peramamutto Nadan alias Peramamutto Moockoondan — 1 Arasacumara Nadan — 2 and Nunda Gopaulen — 3.	Charged with having on the 13th July 1841 at 10 Oclock P. M. in Company with certain others not yet apprehended, murdered the Prosecutor's brother Muttumoroogun aged 40 years, by beating and kicking him, and by suspending him to a tree near my Kelam Coodyeroopoo Village Talook Punganahl.	23d July 1841	25th July 1841	27th July 1841				Forwarded by the Tahsildar of Punjatmal Talook.

The Prosecutor and the 3d 4th 5th 6th and 7th Witnesses depose they saw the Prisoners commit the offence specified in the charges. The 1st and 2d Witness depose they saw the 2d Prisoner and others seize and carry away the deceased in the afternoon of July 13th. The improbabilities and contradictions with which the evidence for the prosecution abounds prove the statements of the Prosecutor, and of the above witnesses, to be totally false as far as the Prisoners are concerned. From the Depositions of the 8th and 9th witnesses who were sent for by the Court it appears the deceased (a man of the Shepherd caste) had been on the 13th July taken to task by his caste people, which seems to have induced him to commit suicide. To divert enquiry from them the caste people appear to have removed the Corpse to a neighbouring hamlet and to have accused some of the Inhabitants, and others of their religion (Christians) of the Murder. When the Prosecutor appeared before the 10th 11th and 12th Witnesses (the Moonsiff Muttoo Pem, and Meerasidar of the Village) on the morning of the 14th July he gave them to understand he knew not who had caused the death of his deceased brother, while before the Court, as stated above, he deposed he saw the Prisoners and others murder him. The Prisoners are released.

19th August 1841.

(True Extract)
(Signed) H. C. Montgomery
Coll.r & Magistrate

5019 Fort St. George 21st. April 1842.

Ordered that the follow-
-ing address be submitted, together
with the foregoing letter.

To The Chief Secretary to
Government

To the Chief Sect. to Govt. } Sir

I Agreeably to the in-
(45-46) -structions contained in the
-ment of Government passed upon
N. 1935 of 1841 the petitions noted in the Margin,
83 of 1842 under date the 25th of January
last, I am directed by the Board
29th March in Bor. of Revenue to transmit the accompanying
21st April 1842. report from the Collector of Tinnevelly,
for the purpose of being laid before
the Right Honorable the Governor in Council

Revenue Board Office
Fort St. George } signed R. T. Porter
21st April 1842. } Secretary

Read

5020 Fort St. George 21st April 1842.

Read the following letter

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

(47)

From the Collector of Tinnevelly. Dated
Reporting upon Petition N. 1681 of 1841 complaining of the prices at which the past settlement was made,

I have the honor to
return Petition N. 1881 of 1841 dated
10th August 1841 from certain inha-
-bitants of this District complaining
of the system by which the
Summahbundy Prices of grain
are fixed.-

2 Up to Fasly 1244. the
average selling prices at each
Village, as ascertained by the periodical
returns of the Curnums, was the
foundation of the Summahbundy Price,
but the accounts rendered by the
Curnums and Meerasdars were generally
found

found so unworthy of credit, and there was so much difficulty in checking them, that since that year the price of each village has been regulated by that of its nearest market Town, deducting the charges of conveyance, according to the distance from the Village. The meerasidars object to this process which they state has the effect of raising the demand on them and require deductions for wastage and profit to be added to that for carriage.

In some instances I am of opinion that the Prices have not been settled with that regard to the interests of the landholder which

which he has a right to expect.

Petitions similar to that

now under notice have been presented to me, and they have met with my best attention. Where the averages are formed on the Village or Town sellings prices, is not of any real importance, so long as they are ultimately fixed with fairness to the parties concerned, and to secure this is the object of the Petition. In the present year where the prices have fallen to an unusual degree, and the subject is of more than usual import to the Cultivators in consequence, I have adopted all means that could be suggested for ascertaining

5023 Fort St. George 21st April 1842.

ensuring accurate returns of the prices of grain, and I trust I shall be able at the time of the settlement to satisfy the meerasidars that in securing the rights of the Government, theirs have not been unfairly encroached upon.

Tinnevelly Trichendoor, 30th March, 1842. } Signed H. C. Montgomery Collector

Proceedings thereon. The Board of Revenue are satisfied that the Collector of Tinnevelly will give due consideration to the matter of the Petition reported upon in the foregoing letter, and are therefore content to leave the question in his hands.

(47-48)

Ordered that the following endorsement be passed on Original Petition No. 1681 of 1841.

"The Petitioners are referred to the Collector of Tinnevelly."

5024 Fort St. George 21st April 1842.

Read the following letter

To

The Secretary to the Board of Revenue Fort St. George

(49)

From the Sr. Collr. of Canara Etc. } Etc.

Reporting the restoration of Goomastah Soob Row soliciting further instructions relative to the repayment of fines &c. and explaining the irregularities noticed in the Board's Proceedings of the 9th December 1841.

In reference to the proceedings of the Board of Revenue dated 9th December last, relative to the proceedings in the case of the Goomastah Soobe Row, I have the honor to state for the information of the Board, that the Goomastah has been restored to his Office and the fine of Rupees 15 returned to him.

2. With respect to the sums embezzled ordered to be paid to Govt. I beg leave to observe that the various items forming the embezzlement were sums either due to certain Ryots or which should have been credited to particular accounts. This is fully explained in the two

Appx. Nos. to Decree in the Case Pt. S. Dated 20. 28.

appendices

appendices to the Decree passed by Mr. Maltby. As, therefore, the amount of the embezzlement cannot be repaid to the Goomastah without causing a deficiency in the accounts, or calling upon some of the other servants to make good the deficiency, I have deferred restoring it until I receive further instructions from the Board.—

3. I would beg leave also to observe on this point that the same excuse of sickness and inadvertence set up by the Goomastah to account for the false entries in his accounts, can scarcely entitle him to a restitution of the amount proved to have been embezzled; for had he really been unable through sickness to attend to his duty, he ought to have reported it to the Talukdar, that immediate arrangements might have been made to relieve him.—

4. With regard to the observations in

para 3 of the Board's proceedings, on the want of superintendence by the European Officers over the money transactions in the Talooks, I beg to observe, that no disbursements are allowed to be made in the Talooks without the sanction of the Collector.

5. There are, however, certain items of a trifling amount, which do not admit of an estimate being prepared.— In the case of these charges,† the Talook functionaries are authorized to disburse them to a limited extent, as the public service would otherwise be impeded, submitting the accounts of the same, at the close of the month in which they may occur.—

They are then carefully examined in the Rajah's Office, and any overcharge regularly checked.—

with

† 1. Charges Remittance.
2. Undetermined Charges.
3. Carriage hire for Duftors.
4. Batta to Prisoners.
5. Carriage hire for Tobacco.
6. Do. - - - - - Salt.
7. Do. - - - - - Smuggled or stolen goods &c.
8. Batta to individuals accompanying the vaccinators with Cowpoxious matter.
9. Advances to Sibbendies

† Repairs of Ghauts. Annual repair of Public Buildings

6. With regard to the repairs† in the Mahramut Department, the usual estimates are invariably required some time before the season for repairs arrive. These are examined, and orders sent to the District Officers to retain the amount of the estimates out of the collections, and to begin the works; the actual charges of which are subsequently submitted, and undergo the necessary scrutiny in the proper Department in the Huzoor Office.—

7. With respect to the disbursement of Salaries in the Talooks, I beg to explain, that the Abstracts of the District, and other establishments are submitted for examination after the Huzoor to the undermentioned three different periods, Viz. District Bungalow Monthly, Devastanum Ditto Quarterly

Quarterly, Village Sibbendy Ditto, Half-yearly.—

8. The first of these abstracts, is always paid in the Month following that for which it is due. It sometimes occurs, however, that Servants are absent from duty owing to illness, or from being deputed on business out of their own Division; or as sometimes happens, out of the District when the salaries of such individuals must unavoidably fall in arrears, until their return. In all other cases, care is taken to check any neglect, and orders are always issued for the early distribution of any arrears which may appear in the accounts.—

9. With regards to the two other items, Viz. the Devastanum and Village Sibbendies, the greater portion of the amount after being received

received, is paid into the Talook Treasury by the incumbents in satisfaction of the demand of land rent against them - With this recess they defer drawing their allowances, until the Kists are due, when they attend at the Talook Cutcherry, receive the amount due to them, and pay it in part of their Kists:-

10- In further explanation of the cause of the Village Sibbendy allowances falling in arrears, I would observe that the emolument allowed to many of the Potails and Devastanums Servants, is so small, not amounting to more than one Rupee, and in some instances to half a Rupee per annum that it is not worth their while to travel from any distance to the Talookdars Cutcherry, on purpose to receive it, when regularly due. They therefore for the sake of convenience to

themselves defer drawing it till they have occasion to go to the Cutcherry--

11- From the above explanations, I trust the Board will be satisfied that there is no laxity in my Office in superintending the disbursements of money for the public Service, or in checking any unauthorized detention of the Salaries of the Native Establishments by the Talook Servants--

Canara, Pt Collrs Cutcherry, Circuit, Cuddapah, 30th March 1842. (49-50)

Signed H. M. Blair
Principal Collector.

Order thereon- (Read again in Cons. 28th Apl.) Ordered to be brought forwards at a future day.-

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

From the Pl Collr at Canara (51)

Sir

I have the honor to acknowledge the receipt of an Extract from the

Fort St George 21st April 1842.

the Proceedings of the Board of Revenue under date the 6th September last calling upon me to report on the irregularities complained of by the acting Collector of Belgaum assisting at the Tenar Chowkey in Sedpah, and to suggest measures for meeting the views of the Bombay Government on the subject.

2. Having referred the subject for the consideration of the additional Sub Collector in charge of the Taluk in which the Chowkey in question is situated, the reply of that Officer is herewith submitted.—

dated 14th March 1842.

3. From Mr Lushington's report, as well as from all the information on the subject I have been able to obtain, it does not appear to me, that any practical benefits to the interests of Government would be secured by a more rigid System of examination of the quantity of Goa Salt imported into this District than that which now exists, while to subject the dealers to have the whole of their Salt unpacked and measured, would occasion serious inconvenience, and loss by wastage to them, and would open wide door for oppression and corruption on the part of the Chowkey Servants.—

4. It is impossible to say that petty frauds may not occasionally take place at distant frontier Chowkies—but the steady increase of Revenue exhibited in the Statement in the Margin, leaves no reason to believe, that the frauds suppposed by the Collector of Belgaum to be practised at the Tenar Chowkey do actually exist.

Fort St. George 21st April 1842

	Quantity of Salt			Amount of Duty		
	M	Md	C	Rs	As	P
At 42 Rupees duty per Garce.						
Fusly 1242	687	350	3½	28,890	9	4
" 1243	555	129	1½	23,323	8	4
" 1244	676	349	7½	28,428	11	10
" 1245	817	85	2½	34,320	2	4
At 70 Rupees duty per Garce.						
Fusly 1246	223	179	3½	15,642	12	3
" 1247	275	154	6	19,277	2	"
" 1248	270	74	4	18,912	15	7
" 1249	425	347	10½	29,810	14	6
" 1250	420	396	5½	29,469	6	5

From the decrease observable in this Statement of the import of Salt from Goa since the rise in the duty, it is to be inferred as that the measure has had the effect of diverting a portion of the trade into some other Channel.—

Prin.l Coll.r's Cutcherry,
On Circuit, Candapoor,
31st March, 1842.

Signed H. M. Blair
Prin.l Coll.r.

To.

No 1

To

H. M. Blair Esqr

Pnl. Collector

Canara

Sir,

1. I have the honor to acknowledge your letter of the 23rd September forwarding Copy of an Extract from the Minutes of Consultation dated the 30th August with proceedings of the Board of Revenue thereon of the 8th September, and requesting me to submit my opinion on the subject therein alluded to.

2. The enquiry which I have made since the receipt of your letter, leads me to believe that the system pursued at the Sirvage Chowkey in the Ferpal Talook in levying the usual duty upon Salt brought from Goa, is the same as at all our other Frontier Chowkies, and I am of opinion that no such irregularities, as those stated by the Acting Collector of Belgaum has assumed to exist, practised to any considerable extent they would soon be brought forward. The manner in which any petty delinquencies on the part of the Officers in charge of these Frontier Chowkies may occasionally

occasionally brought to light by the Peons under their orders, leads me to believe that any serious malpractices would not long be concealed, and if the post were so lucrative, as it might be supposed to be from the Acting Collector's letter, it would not be necessary, as is now the case, to give very high pay to induce any man to accept these Offices on the Goa Frontier.

3. The system at present pursued, and which has been in operation without any alteration since it was established in 1812 by an order from the Principal Collector Mr. Reade, is as follows. It appears that the packs for holding the Salt are of 3 or 4 Capes, made up with reference to a measure in use at Goa, a bullock load varying according to the strength of the animal from 8 to 12 Puylees. On the arrival of the Trader he produces a certificate shewing the Goa measurement, and all the bullock loads are separated into lots according to that scale. In every 10 of these, 2 are taken and weighed as a sample, and the weight of the remaining 8 is calculated upon these Entries.

are

are made in their respective account books both by the Shanbogue & Rahdary is given to the importer, and the Salt is again subject to examination, when it passes through any other Chowkey on its transit to the Mahratta Country.

4. The actual measurement of all the Salt would ensure greater exactness, but as this would entail great loss of time and inconvenience on the Traders, and it would be necessary to increase our Establishments to meet the great additional labor which this would throw on their hands, and I am inclined to think the present system sufficiently exact for the object required. I do not not feel inclined to suggest any change in the mode of the measure which we at adopt are, as I believe them to be, generally sufficient to answer the

the collection of the duty on the importation into Canara of Goa Salt, and to check the smuggling of any, except very petty quantities, which are not brought to our Chowkies, it appears to me that we have effected all that is required in this Province; and, if I am correct in my opinion that the duty is collected with regularity after ascertaining the quantity of Salt actually imported, I presume that the authorities in the Districts, under the Bombay Presidency adjoining Canara, have no further subject of complaint.

5. As you may wish to see the quantity of Salt annually imported by the passes from the Goa Territory into the Sooput Talook, with the duty collected thereon, I beg to annex a Table containing this information.

Secd; 14th November, 1842.

/Signed/ J. D. Luckington
Additional Sub Collr.

Statement.

5037

Statement Shewing the Soopah Talook.

	July 1848			Total		
	Quantity	Duty at Rupees Garce		Quantity	Duty at 70 Rupees per Garce	
	Mds Mds	R		Mds Mds	R	gs
1. Dokurpah—	73 14 3 10½	5.275		248 37 5 7½	17.215	2 9½
2. Coondul—	19 8 4½	1.331		61 32 4 6½	4.326	3 30
3. Diggy—	53 23 4½	3.750		193 19 2 ½	13,833	3 9½
4. Coresey—	69 53 11	4.839		444 39 7 ½	31.174	1 9½
5. Simay—	53 28 10½	3.715		174 9 3 1½	12.796	1 15½
Total—	270 16 5	18.911		1.216 38 2 4½	78.186	3 7½

(Signed) J. D. Sulivan
Additional Sub Collector.

5038

(51-52)

Fort St. George 21st April 1842.

Order thereon

Submitting with reference to an Order of Govt. dated 30th Augt. last a letter from the Pro Collector of Canara furnishing Explanation regarding the irregularities complained of by the Collr. of Belgaum in reference to the importation of Salt from Goa thro' Canara, and stating that under the explanation furnished no alteration would seem to be requisite for the System pursued in Canara in the Collection of duty on the importation of Goa Salt.

Sir Conrd. 6th January 1842

Ordered that a copy of the foregoing letter and its Enclosures be submitted to Government for communication to the Government of Bombay, with reference to a letter from the Chief Secretary to the Government of Bombay dated the 7th August last copy of which was sent down to the Board of Revenue with an order from Government bearing date the 30th August 1841.

2. It does not appear to the Board to be necessary to offer any observations upon the report furnished by the Sub Collector of Canara upon the system pursued in the collection of duty on the importation of Salt from Goa into the Canara District which is stated to be the same at each of the Frontier Chowkies further than to confirm their opinion founded on

5039 Fort St. George 21st April 1842

on the representations therein offered to
that an immediate attention would
seem to be called for, and that with
due vigilance, and attention, the means
at present at the disposal of the
controlling authority in Canara
are sufficient to prevent the
irregularities from which the
Acting Collector of Belgaum
in the communication above
alluded to, appears to be
apprehensive that ill effects will
ensue to the province of the
S. M. Country

5040 Fort St. George 21st April 1842

To

The Secretary to the
Board of Revenue
Fort St. George

From the Collr of Canara Submitting opinion on the expediency of reducing the Extra Police Establishment of the Balaghaut Talooks.

Para 1 In reference to the proceedings of the Board of Revenue, under date the 6th September last, relative to the expediency of a reduction in the Police Establishment of the Balaghaut Talooks I have the honor to forward copy of a letter from the Additional Sub Collector in charge of North Canara, for whose opinion I thought it advisable to refer the question.

2 The protection afforded to trade and agriculture along the frontier by the Extra Police in question, is fully detailed in Mr Lushington's letter.

3. Since the Establishment of the Extra Sibbendy in 1837, the Police Returns submitted to the Court of Circuit, shew that there has been a regularly decreasing amount of serious crimes in the

Fort St George 21st April 1842

the Baulaghaut Talooks, and during the last two years in particular, there has been a marked improvement in this respect, there not having occurred a single case of those daring Gang robberies which were formerly the dread of the inhabitants and traders of this part of the Province.

4. As shewing the improvement taken place at the same time in the land Revenue of these frontier Jaghanies, I beg to annex a Statement exhibiting the Settlements of them for the two last fusleis. The accounts of the Settlement for the Current fusly. have not yet been received by me, but I have no doubt they will shew an increase over the last fusly. from extended Cultivation.

Talooks	1249	1250	Increase
	Rs a p	Rs a p	Rs a p
Sylah 4 pgnas	2 - 5,810 4 11	2,995 2 11	
Sondah 2 Pgnas	14 9 27,339 7 1	1936 6 4	

5 Although the whole of the increase here shewn may not be

Fort St George 21st April 1842

be owing to the better protection now afforded to the Cultivators against the depredations and injuries they were formerly exposed to; yet there can be little doubt, that a considerable proportion of it, is to be attributed to that cause; and that the withdrawal therefore at present, of the establishment in question, would operate as a check to the progress of Cultivation in this Division of the District.

6. The establishment having been attended with such decided advantages in the suppression of serious crimes, and in the increase of revenue, which may be expected still further to improve, I certainly think it would be bad policy to attempt any reduction of it, wanted at least, as Mr Lushington has well observed, the road now making to the Pulicat Country is completed, and the salutary effects anticipated from that undertaking are realized.

7. It may further be added on this subject, that the smuggling

in

Fort St. George 21st April 1842.

in the Sayer, and in the Tobacco Monopoly which was formerly carried on to a considerable extent, has been greatly checked by the Extra Police. On referring to the charges formerly incurred for the protection of the Sayer, and Tobacco revenue, the Board will find, that a saving to the extent of about 650 Rupees per annum has been effected since the Establishment was sanctioned, on the employment of Extra Kolkars, annually entertained during the trading season to detect the extensive smuggling which then took place in the Balaghat Talooks.-

Trichinopoly Collr's Cutcherry,
Ooriyur Circuit Camp, Pondapoor,
31st March 1842.

/ Signed / H. M. Blair
Trichy Collr

To
A
H. M. Blair Esqre
Magistrate of
Canara.

Sir,

1. I have the honor to acknowledge your

Fort St. George 21st April 1842.

your letter of the 20th September transmitting an Extract from the Proceedings of the Board of Revenue, and with reference thereto requesting me to furnish you with my opinion on the expediency of any reduction in the Police Establishment of the Balaghaut Talooks.-

7th Sept. 1841

In reply I have no hesitation in stating that I am of opinion that it would be highly inexpedient to

2. attempt any reduction of the Extra Police Force alluded to in the proceedings above quoted, from the Establishment of which there have already resulted advantages of such importance, both in the increased security of the inhabitants of these extensive Talooks, and in the protection of the rich trade which passes through them.-

3. The chief grounds on which this addition to the Police establishment of the Balaghaut Talooks was originally proposed were the utter inability of the few scattered bodies of Police to

Fort St. George 21st April 1842

to collect together from the distant Tannahs for the purpose of repelling the incursions of the armed Banditti who had for many years been in the habit of entering the jungles on our Frontier, and the facility of escape with their plunder into the adjoining districts which is afforded to them by the nature of the Country. The arrangements which have been adopted since the Establishment of the Extra force have been chiefly directed to the object of having parties constantly patrolling the Frontier at all points near the various trading roads. During this period the traffic through the District has increased in a very great degree, the cases of highway robbery have been very few and none have been so marked by that daring spirit which formerly characterised them. The merchants have expressed their sense of the great benefits which have been conferred upon them on the increased security of

Fort St. George 21st April 1842

of trade by the Establishment of this effective Police Force on the Frontier, and I have ample reason to believe that some lands which would otherwise have remained waste, have been brought under cultivation from the feeling of security which the inhabitants can now enjoy. Were this body now reduced the same temptation Viz. the assurance of perfect impunity and the prospect of large booty which formerly encouraged the bands of Marauders to enter this District would again be present to lead them on, and I should regard the measure as calculated to retard the progress of our rapidly increasing trade, and to give rise to those panics which formerly arose in North Canara on the first intimation of the incursion of the banditti and which must ever prove so prejudicial to the tranquillity of this part of the District.

While I thus wish to express my opinion of the inexpediency of any reduction of the Police force of these

Fort St. George 21st April 1842.

these Saloobs at the present moment, I feel that no measure can be better calculated to remove the causes which led to the necessity of the increased establishment, and thus possibly to enable us eventually to attempt a reduction without danger, than the construction of a broad road in continuation of that on which Captain Congdon has been employed (regarding which I have recently addressed you) running through the Jungles parallel to our frontier line, and the measure already sanctioned for a limited period, of offering encouragement to the inhabitants to clear away the Jungle on the sides of the line of road.-

5. In my letter under date the 8th Ultimo transmitting an estimate for the repairs of the road from Pallah to our Frontier beyond Cowardgode, I pointed out that the line of Country through which it passed was that which had hitherto been most exposed

Fort St. George 21st April 1842.

liable to the attacks of robbers, and to which, in consequence, the vigilance of the Police requires to be chiefly directed, and in replying to your present request for my opinion whether it would be politic to attempt any reduction in that body, I felt that the questions of the state of the road and the adequacy of the Police are so intimately connected, and that any improvement of the former must be calculated to facilitate by to render a smaller number of men able to effect the duty which now demands the services of many, that I may take advantage of the present occasion to repeat the expression of my hope that permission may be speedily obtained for the continuation of the improvement of this line of road.-

I have &c.
(Signed) J. D. Lushington
Addl. Sessions Magt.

Sircy Canara 8th November 1841.

True Copy
(Signed) W. Jn. Blair
Magistrate

Fort St. George 21st April 1842.

Ordered that the following addrs be submitted with the foregoing letter.

(53-54)

To The Chief Secretary to Government

To the Chief Sect. to Government

Sir,

Para 1. With reference to an Extract from a General letter from the Honorable the Court of Directors dated the 27th January 1841. Copy of which was transmitted to the Board with an Extract from the Minutes of Consultation dated the 9th August last, I am directed to request that you will lay before Government the accompanying letter from the Principal Collector of Canara enclosing copy of a report from the additional Joint Magistrate in that District, and submitting his own sentiments, and those of the additional Joint Magistrate, upon the expediency of making a reduction in the Extra Police Establishment sanctioned on the 27th September 1837 for the two Upper Talooks of the Canara District at a charge of Rupees 463 per Mensem.

2. Under the circumstances detailed

Submitting with reference to an Extract from the Minutes of Consultation dated 9th August last a letter from the Pr. Collr. of Canara enclosing Copy of a report from the additional Joint Magistrate in that District and stating that the Board entirely concur with the opinion therein expressed that any immediate reduction in the Extra Police Establishment sanctioned for the two Upper Talooks of the Canara District would be highly inexpedient and requesting the attention of Govt. to the suggestion of the Joint Magistrate for continuing the improvement of a Certain line of road.

Sent Ans. 30th Augt 1842 (No. 1043)

Judicial 2d Letter 1837

Fort St. George 21st April 1842.

detailed in the letter from the Joint Magis. to the State, under whose immediate charge the affairs of the Northern Talooks of Canara are conducted, the Board entirely concur in the opinion expressed both by himself and his Principal, that any immediate reduction of the Extra Police Establishment at present entertained, would be highly inexpedient, as tending to unsettle that feeling of security amongst the inhabitants which is described as having been attended with the most beneficial effects upon the cultivation and trade of the Country.

3. The Board would particularly request the attention of Government to the observations contained in the 4th and 5th Paras of the Joint Magistrate's report in which he adverts to the advantages which might be anticipated from the construction of a broad road in continuation of one which has been already commenced under Captain Congdon running thro' the Jungles parallel to the frontier line of the

the Canara District and expressed a hope that permission may be speedily obtained for continuing the improvement of this line of road; a measure which the Board consider would be extremely advisable in every point of view, and one which would afford some prospect of effecting the contemplated reduction in the Police Establishment, by rendering it practicable for a small number of men to perform services which from the difficult nature of the Country cannot at present be undertaken without the assistance of many-

Revenue Board Office
Fort St. George,
21st April 1842 } Signed/ R. J. Porter
Secretary

Read the following Letter-

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

(55)

From the Collr of Canara } Sir,

Submitting opinion upon the measure of reducing the force at Mangalore by the removal of one Regiment of Native Infantry-

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

Revenue dated 6th Instant, forwarding for my immediate report Copy of an Extract from the Minutes of Consultations under date 4th instant, in which my opinion is required upon the measure of reducing the force at Mangalore, by the removal of one Regiment of Native Infantry-

2. In reply I beg to state, that in the present condition of the District, I am of opinion that one of the Regiments at Mangalore may be safely removed, provided the strength of the remaining Regiments is adequate to furnish the Detachments at the several Stations noted in the margin, leaving at the same time sufficient troops at the Head Quarters for the regular duties at Mangalore, and to act on any emergency-

3. I consider that it would be very undesirable to withdraw any of the Detachments from the present out posts; but in the event of a Regiment being removed from Mangalore

Mangalore by the removal of one Regiment of Native Infantry-

* Pootoor
Honore
Sirsi
Sedasheegur

5053 Fort St. George 21st April 1842

Mangalore, the Detachment at Palaveram might I think, be advantageously furnished from the Corps at Mercara, which at present I believe, has no detachment from Head Quarters, under a European Officer.

From Collector Cutcherry
On Circuit, Honore.
13th April 1842

/ Signed / H. M. Blair
Principal Collector

Proceedings

Ordered that the foregoing letter be submitted for the information of the Right Honorable the Governor in Council, with reference to the Order of Government bearing date the 5th Instant, which accompanied an Extract from the Minutes of Consultation in the Military Department dated the 1st April 1842.

(55-56)

In Cons. 7th April 1842.

Read.

5054 Fort St. George 21st April 1842.

Read the following letter.-

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

(57)

From the Collr. of Madras.

Reporting for approval the discontinuance of the Pension of 5 Rs. per Mensem held by Ahomed Ally Khan a member of the family of the late Jaghiredar of Satumbank in Consequence of his having obtained a further grant of Rs. 8 per Mensem through the Govt. agent at the Pauk.

Sir,

1 I have the honor to bring to the notice of the Board of Revenue that Ahomed Ally Khan, a Member of the family of the late Jaghiredar of Satumbank, whose name is entered in No. 8 of the list submitted to the Board on the 24th February 1821, being at Tanjore, applied by a petition to this office under date the 6th October last. for the payment of the arrears of his pension of Rupees 5 per Mensem remaining undrawn for 2 years and 1 Month. He stated in that petition that the pension was insufficient for the support of himself and his family, and that he therefore, gave it up "from the 1st October 1841. This was mentioned in a Memo of arrears requiring the sanction of Government, which was transmitted to the Civil Auditor on the 2nd November and, under due authority payment was made

From Civil Auditor 6th Decr. 1841.

of

of the amount due, Rupees 125.

2 On the 9th November the Government Agent at Chepauk was informed, in reply to a reference from him, that a petition from Ahomed Ally Khan was received to the effect stated above.

3 On the 23d February last, Ahomed Ally Khan having applied for the transfer of the payment of his pension to the Tanjore Residency, I requested the Government Agent at Chepauk to acquaint me, with reference to the previous correspondence on the subject, whether he was aware of any objection to the application being submitted for the favorable consideration of the Board. A copy of that Officer's 5th March 1842 reply is enclosed herein, from which it will be seen that "the above named Ahomed "Ally Khan having relinquished from the "1st October last the pension which he "enjoyed from this Office on account "of his Mother the Right Honorable the "Governor in Council was pleased to grant

"from that date a Monthly pension of 8 Rs. "from the pension formerly enjoyed by the "late Father of Ahomed Ally Khan."

4 I refused compliance with Ahomed Ally Khan's application of the 23d February considering that the pension had lapsed to Government through his voluntary resignation of it; but it seems proper, for the sake of record, that the discontinuance of the Pension of Rupees 5 per Mensem granted From Bs. 26th March 1821. to Ahomed Ally Khan in 1821 should be thus reported for approval.

Madras 8th April 1842. } (Signed) A. Robertson Collector

A

To, The Collector of Madras.

Sir,

In reply to your letter of 3d Instant, I have the honor to inform you that the Acting Collector of Madras had acquainted me on the 9th November last, that he has received from Ahomed Ally Khan son of the

Fort St. George 21st April 1842

the late Bude Beebee a Petition under
date the 5th October 1841 giving up his pen-
sion of Rupees 5 per Mensem from 1st October
last.

The above named Ahomed
Ally Khan having relinquished from the 1st
October last the pension which he enjoyed
from your Office on account of his Mother
the Right Honorable the Governor in Council
was pleased to grant from that date a
Monthly pension of 8 Rupees from the
pension formerly enjoyed by the late father
of Ahomed Ally Khan.

Agreeably to the order of
Government dated 14th Ultimo the Govern-
ment Agent forwarded to the Collector
of Tanjore a pay Certificate for Ahomed
Ally Khan informing him of the grant of
8 Rupees to that individual, and that
the said pension had not been drawn thro
my Office.

The claim of Ahomed Ally
Khan for the pension of 5 Rupees which

Fort St. George 21st April 1842

he formerly enjoyed in right of his Mother,
is therefore inadmissible.

Government Agents Office
5th March 1842

Signed J. Morgan Brigadier
Govt. Agent.

Order 57-58

Ordered that the fore-
going letter be submitted for the inform-
ation of Government with reference to
the correspondence noted in the Margin.

Read the following

Letter:-

To the Secretary to the
Board of Revenue

To Govt. 26th Feby. 1821
From 20th inst. 26th March 1821.

To Thos. Jno. Franklin Esqre.
in Charge of
Madura Survey

Sir,

I have the honor to
inform you that, acting on the intimation
conveyed in your letter of the 9th of
December last, I have this year thoroughly
examined the banks off Tuticoreen and
Pinnacoil as well as the three South-
ermost of those off Vypar. I did not
extend the examination to those off
Aranpaud or to the few which
lie North of Vypar; for as I in
a former report stated I consider
them not worth the expence or
what is of more value at this
the

Reporting the result of the examination of the Pearl Banks on the Coast of Tinnevelly.

59

the best season of the year / the loss of time to the Survey I am engaged on.-

2 With respect to those examined of which I append a list with remarks on their condition, I regret to have to inform you that the result has not answered those expectations which I had entertained and which I held out after the two previous examinations- the fish even on those banks which promised so fairly in 1840. and which last year had so much increased in numbers, have now nearly all disappeared.-

3 This must be attributed partly to the unusually strong N. E. winds (experienced last December and January) which have strewed much sand over the banks, and partly to the Railway the shell fish which (according to the accounts given by the Natives) dying in three years previous

previous the oyster.-

4 Of this I was at first rather sceptical but the banks I allude to, having formerly been found more or less stocked with these fish, and many with one or two trivial exceptions, being completely free from them; I cannot help coming to the conclusion that their dying has partly been the cause of the disappearance of the oyster.-

5 The twelve pearls forwarded were all procured from the banks off Tuticorein, in which I may observe that the oysters were of a much larger growth, than were found in the former examinations many of four years and some

5063.

Fort St. George

Expenses of the Examination of the Pearl Banks off Tinnevelly 1842.

To the expense of my establishment from February 21st to 28th at 125 Rs	359	2 "
To provisions for the same time	16	" "
To the expense of my establishment from 1st to 19th March (incls) at 125 Rs	770	7 10
To provisions for the same time	34	5 5
Expenses of divers, only (boatmen and two extra boats, as per headsman's bill)	184	8 5
Company's Rupees	1364	7 8

21st April 1842.

Report on the Tinnevelly Pearl Banks examined in 1842.

Names	1842 No. of divers	1842 No. of oysters	1842 Age in years	1841 No. of divers	1841 No. of oysters	1841 Age in years	Remarks
Paarmando paar	80	2	16 2½	28	18	up 62	These banks are strewn with sand, and the Sooram which was formerly found on them has nearly all been swept off.
Davi paar	80	13	16 2½	30	100	" 2½	
Puttarmaricarpam	160	31	2 6 4	"	"	"	
Puttarmaricarlay (one pearl) do paar	76	74	1½ 6 3½	33	161	up 63	Most of the Sooram and the whole of the Ralikay, has disappeared from these banks. Sand was found in some places in which was a large quantity of small dead shells.
Vanteave arupa gum paar (two Pearls)	100	71	2 6 4	23	143	" 3	
Ouaian paar or Conee dank paar (two pearls one dank do)	139	142	163	30	100	up 63½	The fish on this bank although they have decreased, are in a fine healthy condition, no Sooram or Ralikay.
Nagura paar	115	34	16 2½	10	26	up 63½	These banks appear to be in about the same condition as when first examined in 1840, with the exception of being nearly clear of Ralikay and Sooram.
otter paar	61	20	16 2½	10	16	" 1½	
vadeveer paar (one pearl)	41	22	16 2½	—	"	"	
Kkali paar	181	72	16 2½	25	138	up 63½	Strewn with sand, but the Sooram, has been carried away by the current.
Alavai arupa gum paar	80	9	16 2½	13	29	" 2	

Fort St. George.

Names	1842 No. of divers	1842 No. of oysters	1842 Age	1841 No. of divers	1841 Age	Remarks
			years		years	
Attirrai onboodo paar	70	2	1	24	upto 2½	Stiff clay with sand and nearly bare.
Puttura paar	35	1	1	8	2	
Kotadirai paar	50	2	1	1	1	
Parsee paar	40	3	1	20	3½	
Solyrum paar (the two largest pearls)	631	116	1 to 4	33	upto 1½	Half of these oysters were fished up from a small patch ½ mile from the South end of the bank like the others, it is clear of Sooram and Rakkay.
Kanatteive arrepagum paar (three pearls)	80	19	1 to 3½	16	upto 2½	Covered with Sooram.
Nenjurechan poor	80	15	1 to 2½	6	1 to 2	Covered with fine and dead Sooram and Sand.
Parakadajan paar	45	5	1 to 1½			
Mela onboodoo paar	45	41	½ to 1½	16	upto 3	Covered with sand and a little dead Sooram.
Sait onboodoo paar	108	14	1 to 3½	5	1	
Vadda onboodoo paar	119	9	1 to 2½			
Poolepandaria paar	80	11	½ to 2	35	upto 1½	Similar to the last.
Conarpandaritee paar	60	3	½ to 1½	7	1½	Similar to the last
Sina dacotta mootee paar	80	1	1	25	upto 1½	A small quantity of
Poodoo paar	60	3	1	None		

1st April 1842.

Names	1842 No. of divers	1842 No. of oysters	1842 Age	1841 No. of oysters	1841 Age	Remarks
			years		years	
Rayacokoo pectee parete paar	100	6	1½	None		was found on these banks mixed with sand and gravel.
Cotta Mootee paar	80	6	2	14	upto 1½	
Sundamaram poodita paar	80	2	1½	None		
Sattan paar	80	None		None		Covered with dead Sooram in which are many small dead shells.
Coil poodita pattina paar	80	1	1½	None		
Coil poodita putta paar	80	None		1	4	
Sangureiah putta paar	80	1	1	4	1½	
Sates gureiah putta paar	80	None		2	1½	
Neilan cullaopadi moonoo paar	100	None		4	1½	None of these banks shew any improvement since the examination in 1840
Neilan Cullao putta ra paar	100	5	1 to 1½	None		
Kanawai paar	80	3	1½	2	1	
Kadanjan paar	50	None				
Poodooparum valangoo toodoo paar	80	quite bare		None		
Varada velangotoon doo paar	80	Do.		None		Like those off Tuticorcen
Candeen parootoo choola velangotoon doo paar	60	None		None		much sand is found on them, and the sooram has
Pandara toopa pane poondoo paar	80	None		None		
Kadoo malai poode ta paar	80	5	1½	10	upto 2	mostly disappeared.
Kanawoo parootoo velan gotoondoo paar	80	1	1	56	2	

Names	1842. No. of dives	1842. No. of Oysters	1842. Age	1841. No. of Oysters	1841. Age	Remarks
			years		years	
Pediamalia poo-dita padinoonoo paar	80	7	1½	3 under.		
Karawel paruka. peleva Karie paar	80	None		1	4.	
Karie Karelagu pedia malai poo-dootia paar	50	5	1 to 2½ — 7 —	8 upto		Similar to the last.
Velango Kalaga Karie paar	100	5	1½	27	1½	
Karie Karavel paar	100	None		8 under 1.		

Ordered

Order thereon. Ordered that the foregoing report on the result of the examination of the Pearl Banks off the Coast of Tinnevelly be submitted to Government with reference to the Board's letter of the 3d June last.

2. The Board regret to observe that the result of the examinations now reported is not as satisfactory as the last, but they concur in the opinion expressed by Mr Franklin that the Establishment for guarding the banks should be kept up for two or three years longer, and the usual examinations repeated for the same time: as unless this be done, it will be impossible that a just estimate of the value of the banks can be formed and the expence which has been already incurred for that object will have been entirely thrown away.

Resolved that the following letter be despatched.—

(59-60)

(61)

To the Pr. Collr. of Salem.

To The Principal Collector of Salem

Sir,

I am directed by the Board of

391 of 1842. of Revenue to transmit to you the accompanying Petition from Surjah Pundit an inhabitant of your District appealing against the decision of a Punchayet and to observe with reference to your Endorsement dated 12th September 1841 on his former Petition No. 288 of 1839 that the decision of the Punchayet is dated 29th September 1838 the Endorsement rejecting the Petitioners appeal being dated 15th October following a period of which it is presumed within the time limited in such cases.

Revenue Board Office
Fort St. George
21st April 1842.

Signed P. J. Porter
Secretary

Received the undermentioned Miscellaneous letters and Statements.

From the Collector of Bellary (62) Transmitting a Statement of Goods recommended for confiscation for the Month of March last and stating that no Goods were released on payment of Extra Duty during that period.

From the Acting Principal Collector of Cuddapah (63) Statement shewing the levy of additional duty on certain articles for

for the Month of March last.

From the Princl. Collector of Nellore (64) Statement of Goods recommended for confiscation for the Month of February last.

From the Princl. Collector of Nellore (65) Statement shewing the Goods on which double or treble duty has been levied by the Principal Collector for the Month of February last.

Order on the four above mentioned Statements (62-66) Ordered that the confiscation and sale of the smuggled Goods as well as the levy of double or treble duty enumerated in the above mentioned Statements be authorized.

From the Collector of Chingleput (67) Abstract of Demand Collection and Balance for the Month of March last.

From the Collector of Chingleput (68) Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of March last.

From

From the Acting Collector of Vizagapatam } Abstract of Demand Collection and Balance for the Month of March last.

(69)

From the Acting Collector of Vizagapatam } Statement shewing the average Bazar wholesale prices of Grain and Salt for the Month of March last.

(70)

From the Collector of Madras } Statement shewing the Current prices of Salt in the Bazar per Measure, for Morocal and per Garce for the Month of March last.

(71)

From the Princl Collector of Vellore } Statement shewing the quantity of Salt ready for exportation on account of the Chittagong

(72)

Chittagong Indents of 1841/42 from 1st to 8th April 1822.-

From the Principal Collector of Vellore } Stating that

(73)

no persons were tried for offences under Regulation IX of 1822 nor were any in confinement during the Month of March last.-

From the Collector of Rajahmundry } Return of Persons in confinement under Regulation IX of 1822 for the Month of March last.-

(74)

From the Collector of Rajahmundry } Reporting that there is no entry to forward the Return of Persons charged before the Collector with offences under Regulation IX of 1822 for the Month of March last.-

(75)

From

5071 Fort St. George 15 April 1826

From the Acting Principal Collector of Tanjore — Stating that no persons have been charged or convicted in Sail under Regulation IX of 1822 during the Month of March last.

76

From the Acting Collector of Vizagapatam — Acknowledging the receipt of 4000 Salt Rowannahs.

77

" Monk

" J. Amy

" Walter Elliot

" A. Macleod

Compte
Alex Boyle